

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.

June 1, 2021 - 8:30 AM

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

CLOSED SESSION

2. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957** – Title: County Counsel.
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code §54957** – Title: County Administrator.
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

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

DEPARTMENTAL - PERSONNEL ACTIONS

10. **Child Support Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the non-General Child Support Fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; B) the position could be filled by internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Child Support Officer I-II, Range 57(\$3,499 - \$4,251) or Range 60 (\$3,758 - \$4,564) and, depending on qualifications, authorize the hiring up to E step.
11. **Health & Human Services - Behavioral Health** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) A-PAR HHS Specialist I in the Behavioral Health budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) A-PAR HHS Specialist I at Range 50 (\$15.97 - \$19.39 per hour).

CONSENT AGENDA (Approval recommended by the County Administrator)

12. **Agricultural Commissioner** - Request Board: A) approve the following appointments to the Agricultural Resource Advisory Board for three-year terms ending August 22, 2022: the Bishop Chamber of Commerce and Visitors Bureau, the Inyo County Resource Conservation District Chair, and Liz Merrill serving in the Inyo County Community Business at Large position; and B) approve the following appointments to the Agricultural Resource Advisory Board for three-year terms ending August 22, 2021: Inyo/Mono Cattlemen's Association President Gabe Fogarty, Inyo/Mono Farm Bureau President Howard Arcularius, LADWP lessee Dr. Tom Talbot, and Tri-County Fair Board CEO Jen McGuire.
13. **County Administrator** - Request Board approve the agreement between the County of Inyo and Josh D. Hillemeier for the Provision of Professional Services As A Public Defender (North and South County) for the period of July 1, 2021 through June 30, 2025, in an amount not to exceed \$576,000, pending adoption of future County Budgets and authorize the Chairperson to sign.

14. **County Administrator - Information Services** - Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$50,000, payable to ENA of Nashville, TN for the purchase of Juniper Wi-Fi Access Points, 3-year cloud management licensing and support, and associated parts.
15. **County Administrator - Risk Management** - Request Board approve the agreement between the County of Inyo and Porter Scott for the provision of legal services in an amount not to exceed \$210,000 for the period of July 1, 2021 through June 30, 2022, contingent upon the adoption of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign.
16. **Health & Human Services - Behavioral Health** - Request Board approve the contract between the County of Inyo and Robert Kittle, LCSW, of Tom's Place, CA, for the provision of Mental Health Services in an amount not to exceed \$22,500 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.
17. **Public Works - Airports** - Request Board authorize a purchase order in an amount not to exceed \$266,000, payable to Sprung Instant Structures of San Francisco, CA for the purchase of an insulated tensioned fabric structure.
18. **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 300 Tons of Plant Mixed Asphalt from Bowman Asphalt of Bakersfield, CA in an amount not to exceed \$50,971.50.
19. **Public Works** - Request Board: A) declare Wulfenstein Construction Co., Inc. of Pahrump, NV the successful bidder for 300 Tons of Plant Mixed Asphalt per Bid No. RD21-05; and B) authorize the purchase of 300 Tons of Plant Mixed Asphalt from Wulfenstein Construction Co., Inc of Pahrump, NV in an amount not to exceed \$38,358.93.
20. **Sheriff** - Request Board: A) declare Victorville Motors of Victorville, CA a sole source provider and; B) authorize the purchase of a 2021 Jeep Wrangler Unlimited Rubicon from Victorville Motors of Victorville, CA, in an amount not to exceed \$52,630.79.

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

21. **County Administrator - Personnel** - Request Board approve the July 1, 2021 - June 30, 2024 Memorandum of Understanding between the County of the Inyo and the Inyo County Employees Association (ICEA) and authorize the Chairperson to sign.
22. **HHS-Behavioral Health** - Request Board receive a presentation on the services and programs offered by the Behavioral Health Division of Health and Human Services.
23. **County Administrator - Economic Development** - Request Board approve a support letter for an Economic Development Administration Grant for Broadband Planning being submitted by the Rural Counties of California (RCRC).
24. **Planning Department** - Request Board consider letter of interest from Ms. Lanie Somers and appoint her as First Supervisorial District Planning Commissioner, to an unexpired four-year term ending December 31, 2022.

25. **Public Works** - Request Board:
- A) Approve proposed Resolution No. 2021-30, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Identifying Projects to be Funded by Road Maintenance and Rehabilitation Funds Pursuant to SB 1: The Road Repair and Accountability Act," and authorize the Chairperson to sign;
 - B) Approve the recommended project lists attached to satisfy the documentation requirements to receive SB1, Road Repair and Accountability Act of 2017 funding from the Road Maintenance and Rehabilitation Account (RMRA); and
 - C) Authorize the Public Works department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works department head, or his designee, to sign for the RMRA funding and all associated supporting documents.
26. **County Administrator - Parks & Recreation** - Request Board approve the concessionaire's agreement between the County of Inyo and Tecopa Hot Springs Conservancy, LLC of Las Vegas, NV for the operation and maintenance of the Tecopa Hot Springs Campground and Pools in Tecopa, CA for the period of July 1, 2021 through June 30, 2031, with two options to extend through June 30, 2041, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
27. **County Administrator - Economic Development** - Request Board:
- A) receive an update on progress towards opening a small business resource center on Main Street, Bishop; and
 - B) approve the contract between the County of Inyo and AccompanyCo of Palisade, CO, for the provision of consulting services in an amount not to exceed \$46,238 for the period of June 1, 2021 through December 31, 2021, 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.
28. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of May 25, 2021.

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

29. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



Child Support Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Amy Weurdig

SUBJECT: Child Support Officer I-II

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the non-General Child Support Fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; B) the position could be filled by internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Child Support Officer I-II, Range 57(\$3,499 - \$4,251) or Range 60 (\$3,758 - \$4,564) and, depending on qualifications, authorize the hiring up to E step.

SUMMARY/JUSTIFICATION:

This position is to backfill an employee retiring after 28 years (effective August 31, 2021) with County of Inyo and Child Support. This will allow our department to have the new CSO to be trained, by a subject matter expert, on Child Support Services for Inyo and Mono County. We fill that dovetailing the hiring will all for continuity of care for our participants and department.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Hiring now would allow for the new employee to be trained by a seasoned and experienced lead caseworker until Sept 1, 2021. Hiring after the Sept 1, would cause a loss of intrinsic knowledge loss by not dovetailing the hiring for knowledge transfer.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The funding for this position will be provided through the Child Support Agency Budget 022501 and funding for this position is or will be provided for in the Board approved 2021/2022 Budget.

ATTACHMENTS:

APPROVALS:

Amy Weurdig	Created/Initiated - 5/13/2021
Darcy Ellis	Approved - 5/18/2021
Amy Weurdig	Approved - 5/18/2021
Marshall Rudolph	Approved - 5/18/2021
Amy Shepherd	Approved - 5/18/2021
Sue Dishion	Final Approval - 5/20/2021



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Lucy Vincent

SUBJECT: Request authorization to hire one part time (A-PAR) Health and Human Services (HHS) Specialist I in the HHS Behavioral Health Division.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) A-PAR HHS Specialist I in the Behavioral Health budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) A-PAR HHS Specialist I at Range 50 (\$15.97 - \$19.39 per hour).

SUMMARY/JUSTIFICATION:

An A-Par (up to 19 hour per week) HHS Specialist position in the Behavioral Health Division Wellness Center is vacant as the employee in this position has chosen to retire as of May 21, 2021. This Specialist position is an entry level position targeted to persons who have lived experience with the behavioral health system but may lack other experience or education. A person in this position serves to encourage and support the wellness and recovery of persons with mental illness and/or substance use disorders. We acknowledge the value of lived experience at all levels, including in this entry level position, as a pathway to gain experience in the field and to support wellness in others and request your Board's support in filling the vacancy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to allow Behavioral Health to hire this position.

OTHER AGENCY INVOLVEMENT:

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, primary health, and law enforcement, in addition to most other HHS divisions. The wellness center team works most closely with community-based organizations, primary healthcare providers, social

security, landlords, and adult social services.

FINANCING:

State MHSA funds, Medi-Cal reimbursement as allowed, and Mental Health Realignment funds. This position is budgeted 100% in Mental Health (045200) in the salaries and benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

Lucy Vincent	Created/Initiated - 5/14/2021
Darcy Ellis	Approved - 5/18/2021
Lucy Vincent	Approved - 5/18/2021
Marilyn Mann	Approved - 5/18/2021
Melissa Best-Baker	Approved - 5/22/2021
Sue Dishion	Approved - 5/27/2021
Amy Shepherd	Approved - 5/27/2021
Marilyn Mann	Final Approval - 5/27/2021



County of Inyo



Agricultural Commissioner

CONSENT - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Nathan Reade

SUBJECT: Appointment of Members to the Agricultural Resource Advisory Board

RECOMMENDED ACTION:

Request Board:

A) approve the following appointments to the Agricultural Resource Advisory Board for three-year terms ending August 22, 2022: the Bishop Chamber of Commerce and Visitors Bureau, the Inyo County Resource Conservation District Chair, and Liz Merrill serving in the Inyo County Community Business at Large position; and
B) approve the following appointments to the Agricultural Resource Advisory Board for three-year terms ending August 22, 2021: Inyo/Mono Cattlemen's Association President Gabe Fogarty, Inyo/Mono Farm Bureau President Howard Arcularius, LADWP lessee Dr. Tom Talbot, and Tri-County Fair Board CEO Jen McGuire.

SUMMARY/JUSTIFICATION:

As per resolution 2006-28, the Agriculture Resource Advisory Board shall consist of (7) voting members:

- A Chamber of Commerce, rotating between Bishop/Big Pine/Independence/Lone Pine
- The Inyo County Resource Conservation District Chair
- The Inyo/Mono Cattlemen's Association President
- The Inyo/Mono Farm Bureau President
- An LADWP Lessee
- The Tri-County Fair Board Chair or Representative
- A representative of the Business Community At-Large

The Inyo County Resource Conservation District Chair has yet to be appointed, so we are requesting an appointment to the Ag Resource Advisory Board by title for that particular position. The Business Community At-Large position was publicly advertised, and one response was received: a request for appointment from Liz Merrill, part owner/manager of Home Street Garden Center in Bishop.

The purpose of this Board is to act as a Technical Advisory Board on agricultural matters with the goal of sustaining and enhancing agricultural production in Inyo County. Duties include providing advice and recommendations to the Inyo County Board of Supervisors, Inyo County Planning Department and other Inyo County Agencies regarding agricultural issues.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In 2006 your board created an advisory board to provide input and advice regarding agricultural matters in Inyo County. This Agriculture Resource Advisory Board included 7 members representing various stakeholders throughout Inyo County as well as several ex officio members. The list of members includes:

- Community Business at Large Representative
- Los Angeles Department of Water and Power Lessee Representative
- Inyo/Mono Farm Bureau President
- Inyo/Mono Cattleman's Association President
- Resource Conservation District Chair
- Tri-County Fair Board Chair
- Chamber of Commerce Representative

Ex-officio members include:

- Board of Supervisors Representative
- Los Angeles Department of Water and Power
- Bureau of Land Management
- Inyo National Forest
- Inyo County Sheriff's Office

The Agriculture Resource Advisory Board has provided input to your board on several occasions in the past but has not been active during the last several years. New concerns have arisen that necessitate the reconstitution of this advisory board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to appoint the (7) members thus leaving the Agriculture Resource Advisory Board with (7) vacancies.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Appointing members to this advisory board will have no impact on the Agricultural Commissioner's Budget # 023300.

ATTACHMENTS:

1. Liz Merrill - Ag Advisory Board Business Representative

APPROVALS:

Jennifer Sarten	Created/Initiated - 3/10/2021
Darcy Ellis	Approved - 3/10/2021
Nathan Reade	Approved - 3/11/2021
Jennifer Sarten	Approved - 3/11/2021
Marshall Rudolph	Final Approval - 3/11/2021

May 17, 2021

Inyo County Board of Supervisors
PO Drawer N
Independence, CA 93526

I would like to request being appointed to the Agriculture Resource Advisory Board as representative of the Business Community at Large position.

I am currently a part owner/manager at Home Street Garden Center in Bishop. Previously I managed Bishop Nursery until the closure in 2018. I have extensive experience in every aspect of running a business. I have close contact with the general population in Bishop and surrounding areas and have developed a relationship with those people regarding gardening and landscape practices, how-to's, and challenges. I feel that I understand their concerns and would be a benefit to you in this position.

Thank you for your consideration,



Liz Merrill
Home Street Garden Center
789 Home Street
Bishop CA 93514
(714) 642-9926 Cell
(760) 784-8277 Nursery



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Denelle Carrington

SUBJECT: Approval of contract between County of Inyo and Josh D. Hillemeier for Public Defender services

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Josh D. Hillemeier for the Provision of Professional Services As A Public Defender (North and South County) for the period of July 1, 2021 through June 30, 2025, in an amount not to exceed \$576,000, pending adoption of future County Budgets and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender service, or conflicts exist between the County's Contract Public Defenders, the Court may appoint other attorneys ("Non-Contract" or "Out-of-Contract" Public Defenders) to provide indigent legal services. Attorneys appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

Mr. Hillemeier has been a Public Defender for Inyo County since April, 2014. This contract is simply a new contract that basically extends his term dates and his contract limit. Additionally, he will now also be providing additional services in North County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract, however, this is not advised as this contract helps to satisfy the County's obligation to provide indigent legal services more efficiently and cost-effectively than paying for out-of-contract legal services.

OTHER AGENCY INVOLVEMENT:

Not Applicable

FINANCING:

This contract will be budgeted in the Public Defender Budget (022600) in Professional Services (5265) each fiscal year.

ATTACHMENTS:

1. Hillemeier Contract

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
Marshall Rudolph
Amy Shepherd

Created/Initiated - 5/25/2021
Approved - 5/25/2021
Approved - 5/25/2021
Approved - 5/25/2021
Final Approval - 5/25/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOSH D. HILLEMEIER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for JOSH D. HILLEMEIER of BISHOP, CA (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, 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 the judges of the Superior Court of Inyo County. 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, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under 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 professional 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 is for the period from July 1, 2021 to June 30, 2025.

3. CONSIDERATION.

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this

Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county 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 out-of-county 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 Contractor without the prior authorization of the assigned judge.

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

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

E. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

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.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. 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 the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to ensure that all services and work under this Agreement will be performed in a timely manner.

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. COUNTY PROVIDED SERVICES AND SUPPLIES.

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

7. COUNTY PROPERTY.

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.

8. 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 Contractor.

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

10. INSURANCE.

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

11. 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.

12. 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 cost which is caused in whole or in part by any act or omission of the Contractor, his/her 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.

13. 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 are not otherwise legally privileged information, and 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.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

14. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, his/her 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 his/her 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.

15. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

16. TERMINATION OF THIS AGREEMENT.

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

17. TERMINATION OF PREVIOUS AGREEMENT.

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

18. 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.

19. 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.

20. 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-eight (29) below.

21. 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.

22. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

23. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

24. 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.

25. 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-seven (27) (Amendment).

26. RENEGOTIATION.

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A and A-1) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-seven (27) (Amendment).

27. 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.

28. 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>County Administrator</u>	Department
<u>224 North Edwards</u>	Street
<u>P.O. Drawer N</u>	
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:	
<u>Josh D. Hillemeier</u>	Name
<u>118 Scott Road</u>	Street
<u>Bishop, CA 93514</u>	City and State

29. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND JOSH D. HILLEMEIER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2025

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

COUNTY OF INYO

By: _____

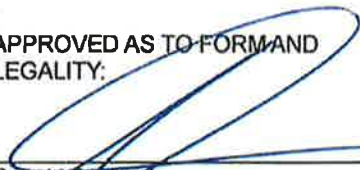
Dated: _____

CONTRACTOR

By: _____
Signature

Dated: 05/19/21

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOSH D. HILLEMEIER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2025

SCOPE OF WORK:

1. PRIMARY RESPONSIBILITIES.

A. **WARRANTY.** Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

B. DEFINITIONS.

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.
2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

C. **ATTORNEY-CLIENT CONFLICT OF INTEREST CASES.** Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement, attached hereto and by referenced incorporated herein.

D. **TIME CONFLICT CASES.** Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement.

E. **TIME CONFLICT CASES LIMITATION.** Contractor shall provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible but for whatever reason, the duties of such other Contract Public Defender cannot be performed for a period of not more than thirty (30) consecutive calendar days.

F. **WAIVER.** The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOSH D. HILLEMEIER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2025

SCOPE OF WORK:

1. A defendant charged with a Felony;
2. A defendant charged with a capitol or other serious offense in which the death penalty or life imprisonment without possibility of parole is a possible sanction;
3. A minor, who, if charged and tried as an adult, may face the death penalty or life imprisonment without the possibility of parole;
4. A minor or parent(s) on a Writ arising out of a dependency case in which the Contractor represents such minor or parent(s).

G. DECLARATIONS FOR REIMBURSEMENT FOR PUBLIC DEFENDER FEES AND COSTS.

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]
2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.
3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.
4. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

H. MONTHLY CASE REPORTING OF HOURS AND COSTS. Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

ATTACHMENT A-1

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOSH D. HILLEMEIER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2025

COVERAGE TABLE:

During the period of this Agreement, Contractor shall provide public defender services as set forth below:

Primary Obligations:

Misdemeanors and Felonies, South County
Delinquency Cases
Dependency Cases

Primary Conflict Case Priorities:

Second Priority: Felony Cases, North County
Third Priority: Misdemeanors, North County

Secondary Obligations:

All other Conflict matters, including Delinquency, Dependency, Child Support, Mental Health and Conservatorship Cases, Patient Rights Advocate Cases, AB 109 Revocation Hearings and any other matter in which the County is obligated to provide public defender services.

Note: The Table listed above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

PubDfdrA-1CoverageTable.Josh D. Hillemeier, No. County Misdemeanors

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOSH D. HILLEMEIER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2025

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor on or before the first (1st) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

A. From July 1, 2021 through June 30, 2025; \$576,000.00/\$12,000.00 per mo.

2. TIME CONFLICT LIMITATION AND COMPENSATION:

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

3. INCIDENTAL EXPENSES:

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]

ATTACHMENT B - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOSH D. HILLEMEIER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2025

SCHEDULE OF FEES:

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases), will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

- i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's immediate prior Monthly Case Report submitted under Section H of Attachment A, and applied to the amount that dependency funding is reduced by the Court.
- ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A-1, with the exception of the representation of parties in matters arising under WIC section 300.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOSH D. HILLEMEIER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2025

SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:

1. County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.
4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOSH D. HILLEMEIER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2025

FORM W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT E

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOSH D. HILLEMEIER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2025

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Scott Armstrong

SUBJECT: ENA Juniper Wi-Fi Access Point Blanket Purchase Order

RECOMMENDED ACTION:

Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$50,000, payable to ENA of Nashville, TN for the purchase of Juniper Wi-Fi Access Points, 3-year cloud management licensing and support, and associated parts.

SUMMARY/JUSTIFICATION:

Information Services posted an RFP to solicit pricing for Wi-Fi solutions and equipment for the County office buildings in order to provide Wi-Fi access to the County Network for employees, and where feasible, Internet access for people conducting business with County Departments.

We received responses from 5 different vendors, proposing 4 different hardware solutions. We determined that ENA's pricing per device for Juniper equipment was the least expensive while still providing all of the functionality needed for the end users and for Information Services.

The initial price quote for \$26,060 is for the purchase of Wi-Fi access points to deploy in the Consolidated Office Building in Bishop, and in the Administration Building, the HHS Fiscal building, the Courthouse, and the Courthouse Annex in Independence. We will purchase and deploy Wi-Fi access points to the other County buildings after we've deployed the access points to the initial five buildings.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to not approve this request. Doing so will delay the deployment of Wi-Fi to the County buildings until a later request is approved.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The cost of the Wi-Fi access points, licensing, support and associated parts will be paid from the FY2020-2021

Computer Upgrade Budget 011808 Computer Upgrade, Equipment Object Code 5650.

ATTACHMENTS:

1. ENA Wi-Fi Hardware Pricing for Inyo County

APPROVALS:

Scott Armstrong

Darcy Ellis

Marshall Rudolph

Amy Shepherd

Created/Initiated - 5/25/2021

Approved - 5/27/2021

Approved - 5/27/2021

Final Approval - 5/27/2021

Pricing

May 19, 2021 (rev 3)

County of Inyo

Attn: Scott Armstrong, Information Services Director
 168 North Edwards Street
 Independence, CA 93526

ENA provides cost-effective solutions that enable our customers to **do more with less**. ENA’s comprehensive service approach and proposed solution is designed to reduce costs, maximize E-rate funding, increase organizational capacity, reduce the burden on your technology and administrative personnel resources, and ultimately lower your total cost of ownership.

ENA Wi-Fi Hardware Pricing for County of Inyo

VAR SERVICES						
		VAR Service Options	E-Rate Category	Price	Quantity	Subtotal
Make: Model	Description					
Juniper: MIST-AP32-2S-3Y	MIST SYSTEMS : Superior Performance Multigigabit WiFi 6 802.11ax Access Point (6 stream) includes two 3yr Cloud Subscriptions (SUB-MAN, SUB-VNA) and a universal mounting bracket		Internal Connections	\$ 688.00	35	\$ 24,080.00
Juniper: APBR-ADP-RT15	MIST SYSTEMS : Bracket Adapter for recessed 15/16 T-Rail; used with APBR-U for Indoor Access Points		Internal Connections	\$ 7.00	15	\$ 105.00
Hardware Total Cost:						\$ 24,185.00
Sales Tax (7.75% for Independence, CA):						\$ 1,874.34
Total One-Time Cost:						\$ 26,059.34

ENA Wi-Fi and LAN Professional Services Pricing Footnotes

- Pricing includes manufacturer direct support for all wireless access points.
- Installation does not include cabling to the Wireless Access Points in this proposal.
- The customer will wholly own the access points provided as part of the solution. Warranty on hardware is provided by the manufacturer and is a limited lifetime warranty. The limited lifetime warranty covers normal use of the equipment, but does not cover vandalism, fire, theft, or similar occurrences. The customer may wish to insure the equipment as it would any other organization-owned asset.
- We have included three (3) years of manufacturer cloud management licensing and support in our proposal. The proposal includes direct manufacturer support of the proposed access points and switches.
- ENA also offers Assessment, Design, Implementation, Activation, and Validation services, as well as installation services. If these Optional Services are desired, please refer to **Optional Services Pricing** for our professional services included in the quote.
- Additional required taxes, if applicable, will be charged according to the province or territory to which the service is delivered.

- **ENA Wi-Fi and LAN Professional Services** are subject to our Master Service Agreement (MSA) and tariffs. ENA's Unified MSA and E-rate Rider for ENA VAR Services can be found [here](#).
- Pricing above is based on our best predictive estimates of service required. Our services are priced based on size of the location to be served as well as individual number of access points required for the implementation. If the number of APs required or the final implementation varies from what has been proposed, pricing may vary accordingly.
- Our proposed professional services include network assessment, design, installation, activation, and validation of service. It also includes customer network documentation that includes radio frequency heat mapping, equipment inventory, access point radio channels, power levels, and end-user training.
- This proposal does not include ongoing management, maintenance, support, or troubleshooting from ENA. Once the proposed network has been activated, validated, and customer personnel have been adequately trained, customer will be wholly responsible for the ongoing



County of Inyo



County Administrator - Risk Management

CONSENT - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Aaron Holmberg

SUBJECT: Request approval of Agreement between the County of Inyo and Porter Scott for legal services

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Porter Scott for the provision of legal services in an amount not to exceed \$210,000 for the period of July 1, 2021 through June 30, 2022, contingent upon the adoption of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Porter Scott has been a vital resource for years and is currently representing the County in a number of ongoing and potential legal matters.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this request, however, this is not recommended as Porter Scott is currently representing the County in a number of ongoing matters and is a valuable resource to the County.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

This contract will be budgeted in the County Liability Trust Budget (500903), in the Professional Services object code (5265).

ATTACHMENTS:

1. Porter Scott 2021-2022 Contract

APPROVALS:

Denelle Carrington
Darcy Ellis

Created/Initiated - 5/24/2021
Approved - 5/24/2021

Denelle Carrington
Aaron Holmberg
Marshall Rudolph
Amy Shepherd

Approved - 5/25/2021
Approved - 5/25/2021
Approved - 5/25/2021
Final Approval - 5/25/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of PORTER SCOTT, A PROFESSIONAL CORPORATION, of Sacramento, California, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2021 through June 30, 2022, unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the office of County Administrator, Risk Management. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are

either in excess of the amounts that may be paid to under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

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

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

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed **\$210,000 Dollars** (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

G. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County.

Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

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

8. WORKERS' COMPENSATION.

Contractor shall provide statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of

this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person

who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

COUNTY OF INYO: <u>County Administrator, Risk Management</u> <u>163 May Street</u> <u>Bishop, CA 93514</u>	Department Street City and State
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CONTRACTOR: <u>Carl Fessenden, Esq.</u> <u>PORTER SCOTT, A PROFESSIONAL CORP.</u> <u>350 University Avenue, Suite 200</u> <u>Sacramento, CA 95825</u>	Name Street City and State
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26. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Carl L Fessenden
Signature

Dated: _____
Type or Print Name

Porter Scott A Professional Corporation

Dated: 5/24/2021

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

N/A
~~County Auditor~~ Personnel

APPROVED AS TO PERSONNEL REQUIREMENTS:

Christie Martindale
~~Personnel Services~~ County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Halberg

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2022

SCOPE OF WORK:

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

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2022

SCHEDULE OF FEES:

1. COMPENSATION:

Partner: \$235.00/hour
Associate: \$220.00/hour
Paralegal \$110/hour
Travel: \$130/hour

2. INCIDENTAL EXPENSES:

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

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2022

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2022

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with statutory limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees.)*
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

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

Other Insurance Provisions

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

Additional Insured Status: County of Inyo, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.

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

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

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

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

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

the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

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

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

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



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Lucy Vincent

SUBJECT: Request approval of contract between County of Inyo and Robert Kittle, LCSW.

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Robert Kittle, LCSW, of Tom's Place, CA, for the provision of Mental Health Services in an amount not to exceed \$22,500 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:

The HHS behavioral health division continues to be challenged in the recruitment and hiring of licensed clinicians for the provision of behavioral health services. As such, the division has advertised for and has been able to fill positions for therapists primarily by hiring persons who qualify at a master's level as registered interns in pursuit of licensure. The intern employees are required to have clinical supervision commensurate with this licensure. While we are able to meet supervisory requirements for most of the licensing bodies with our current licensed staff, we do not have a licensed clinical social worker (LCSW) on our staff to supervise a certain amount of hours needed specifically for employees who are registered as ASWs. Robert Kittle, LCSW is able to provide this supervision and is a local provider with many years of experience in this community. He has provided supervision to two of our ASW interns beginning in early 2021. The Department respectfully requests permission to continue to contract with this individual.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

You could choose not to approve this contract. This would hamper our efforts to provide employees with the necessary supervision for ASWs to advance toward licensure by means of a local experienced provider.

OTHER AGENCY INVOLVEMENT:

Partner agencies including law enforcement, hospital, schools, probation, as well as other HHS divisions.

FINANCING:

Mental Health Realignment. This expense is budgeted in Mental Health (045200) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Robert Kittle Contract No. 177 FY 2022
2. Business Associate Agreement

APPROVALS:

Lucy Vincent	Created/Initiated - 5/14/2021
Darcy Ellis	Approved - 5/18/2021
Lucy Vincent	Approved - 5/18/2021
Marilyn Mann	Approved - 5/18/2021
Melissa Best-Baker	Approved - 5/18/2021
Marshall Rudolph	Approved - 5/18/2021
Amy Shepherd	Approved - 5/18/2021
Marilyn Mann	Final Approval - 5/18/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND ROBERT KITTLE, LCSW
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of Robert Kittle, LCSW of Bishop, 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 Gail Zwier Ph.D. whose title is: HHS Deputy Director of BH. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from 7/1/2021 to 6/30/2022 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 Gail Zwier, Ph.D. whose title is: HHS Deputy Director of BH. 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 Twenty Two Thousand Five Hundred Dollars (\$22,500) (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
HHS-Behavioral Health Department
1360 North Main Street Address
Bishop, California 93514 City and State

Contractor:

Robert Kittle Name
34 Montana Road Address
Tom's Place, California 93546 City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND ROBERT KITTLE, LCSW
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: Robert Kittle, LCSW
Signature

Type or Print Name

Robert Kittle, L.C.S.W.
Type or Print Name

Dated: _____

Dated: 5/9/21

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:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ROBERT KITTLE, LCSW
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

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

SCOPE OF WORK:

Provision of individual and/or triadic clinical supervision to assigned HHS-BH Social Worker IV employees registered as Associate Clinical Social Worker (ASW) in pursuit of licensure as Clinical Social Workers. Documented clinical supervision, as part of the post masters experience needed to be deemed eligible to sit for the licensing examination, will be provided in accordance with the Board of Behavioral Sciences supervisory requirements. Clinical supervision may include, but is not limited to, discussion and consultation around case formulation and diagnosis, treatment planning and interventions, and review of documentation. Supervision may be provided remotely through teleconferencing equipment. Total hours not to exceed 150 hours.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ROBERT KITTLE, LCSW
FOR THE PROVISION OF MENTAL HEALTH **SERVICES****

TERM:

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

SCHEDULE OF FEES:

The fee for authorized services pursuant to this Agreement is payable a the rate of \$150.00 per hour.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND ROBERT KITTLE, LCSW
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

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

SEE ATTACHED INSURANCE PROVISIONS

Insurance Requirements Attachment

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. Failure to carry specified lines or limits of coverage does not relieve contractor of obligation to indemnify Inyo County.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. May be in conjunction with cyber liability coverage.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. (Limit reduced from \$5,000,000 when contract specifies contractor will not be transporting patients outside of their facility.) This provision applies only if/when Contractor provides in-person services.

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. Waived if consultant provides written verification it has no employees.

Professional Liability (Medical Malpractice): with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance: as required due to access and management of electronic medical records, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations related to electronic medical records, and shall include, but not be limited to, claims involving 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.

If the Consultant 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.

(continued)

Insurance Requirements Attachment

OTHER INSURANCE PROVISIONS

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

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 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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance 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 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 Inyo County.

Waiver of Subrogation

Consultant hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Consultant may acquire against Inyo County 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 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 Consultant to 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.

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.

Insurance Requirements Attachment

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 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 Consultant'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. Failure to carry specified lines or limits of coverage does not relieve contractor of obligation to indemnify Inyo County.

Subcontractors

Consultant 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
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Robert Kittle, LCSW, referred to herein as Business Associate (“BA”). This Agreement is effective as of _____, (the “Agreement Effective Date”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

County of Inyo
By: _____
Print Name: _____
Title: _____
Date: _____

BUSINESS ASSOCIATE

Robert Kittle, LCSW
By: Robert Kittle, LCSW
Print Name: Robert Kittle
Title: L.C.S.W.
Date: 5/9/21



County of Inyo



Public Works - Airports

CONSENT - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Ashley Helms

SUBJECT: Tensioned Fabric Structure for the Bishop Airport

RECOMMENDED ACTION:

Request Board authorize a purchase order in an amount not to exceed \$266,000, payable to Sprung Instant Structures of San Francisco, CA for the purchase of an insulated tensioned fabric structure.

SUMMARY/JUSTIFICATION:

Public Works has solicited bids for an insulated tensioned fabric structure for the Bishop Airport. The structure will be installed adjacent to the existing airport terminal and connected via a hallway. The long term objective of the structure is to provide additional space for general aviation activities, however it would temporarily serve as passenger screening and seating areas for the commercial airline service proposed to begin this fall.

One bid was received for manufacturing and delivering the structure. One additional bid was received after the bid opening and was returned unopened. A separate procurement will be carried out to hire a general contractor to complete the site work and installation. Bid additives included unit prices for windows, an interior divider wall and an additional corridor connection.

Public Works recommends the award of a purchase order agreement to the sole bidder, Sprung Instant Structures for the base bid and additive 1 - up to 4 5' x 7' windows. The vendor will be directed to proceed with the Final Design and Detailing, a lump sum cost of \$3,500. Once the structural design has been approved by the Inyo County Building and Safety Department, the County will issue a letter approving the design and authorizing the vendor to begin the manufacturing process. The actual number of windows will be determined during the final design. The vendor has guaranteed they can meet the required timeline for delivery.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the purchase order to the sole vendor, or to award only the base bid; this is not recommended, as it is not anticipated that re-issuing the bid would result in a lower bid price.

OTHER AGENCY INVOLVEMENT:

Federal Aviation Administration

FINANCING:

The cost of the structure will be paid out of the CAO-ACO Budget (010201) in the Structures and Improvements Object Code (5640). The structure installation and site work will be partially funded by a forthcoming FAA Airport Improvement Program entitlement grant of \$157,923. The remaining costs of the project are eligible for reimbursement with future entitlement funds. Additionally, 50% of the payment will be due once the design is finalized.

ATTACHMENTS:

1. Sprung Structures Bid 05.26.21

APPROVALS:

Darcy Ellis	Created/Initiated - 5/27/2021
Darcy Ellis	Approved - 5/27/2021
Michael Errante	Approved - 5/27/2021
Marshall Rudolph	Approved - 5/27/2021
Denelle Carrington	Approved - 5/27/2021
Amy Shepherd	Approved - 5/27/2021
Clint Quilter	Final Approval - 5/27/2021

BID PROPOSAL FORM - Revised for Addendum 1

To: COUNTY OF INYO
Public Works Department
(Herein called the "Owner")

From: Sprung Instant Structures, Inc.

1686 15th Street

San Francisco, CA 94103

(Herein called the "Bidder")

**FOR: TENSIONED FABRIC STRUCTURE
FOR THE
BISHOP AIRPORT**

Bids will be opened at 3:30 P.M., on May 26th, 2021 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526. To submit a bid by USPS, please use the address: PO Drawer N, Independence, CA 93526.

This bid includes all costs for all equipment, materials, taxes, insurance, shipping, and other related functions to provide everything required by, and in accordance with, the bid documents.

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the purchase order; federal provisions; technical specifications; including any documents incorporated therein, are to be considered complementary and 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. All of said documents, which include these bid proposal forms, 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, approval, and execution by the Inyo County Board of Supervisors.
2. 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.
3. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
4. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
5. Quote on each item separately. Prices should be stated in units specified herein.
6. Time of delivery is a part of the consideration and must be stated in definite terms, and must be stated in definite terms in the Bid Schedule, and must be adhered to. Delivery is required within 3 months after order. A penalty of \$500/day will be assessed against the total bid price for orders that do not meet the dealer specified delivery time.
7. The bidder is required to submit a bid for all the items included in the bid schedule.
8. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
9. 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.

TENSIONED FABRIC STRUCTURE FOR THE BISHOP AIRPORT

Bid Proposal Forms - Addendum 1 Revision

9. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
10. Quotations are subject to acceptance at any time within thirty (30) days after opening date, unless otherwise stipulated.
11. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
12. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where 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.
13. Inyo County reserves the right to reject any and all Bids, or any part of any Bid, to postpone the scheduled Bid deadline dates(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to provide the product adequately as specified. This solicitation in no way obligates the County to award a Purchase Agreement described herein, nor will the County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at the County's sole discretion. Furthermore, County shall have the sole discretion to award a Purchase Agreement as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees.

Bid Schedule

ITEM DESCRIPTION	BID PRICE
BASE BID	
Final design and detailing	\$ 3,500.00
50' x 60' insulated Tensioned Fabric Structure	\$ 222,348.00
Delivery to 703 Airport Road, Bishop CA	\$ 5,340.00
CA Sales Tax (7.75%)	\$ 17,503.22
TOTAL BASE BID	\$ 248,691.22
BID ADDITIVES:	
ADDITIVE 1	
Flat end window: 5' x 7' +/- Price per each, up to 4	\$ 3,806.00
Delivery to 703 Airport Road, Bishop CA	Incl. Base Bid
CA Sales Tax (7.75%)	\$ 294.97
TOTAL ADDITIVE #1 (each)	\$ 4,100.97
ADDITIVE 2	
Sloped side window: 5' x 7' +/- Price per each, up to 4	\$ 3,806.00
Delivery to 703 Airport Road, Bishop CA	Incl. Base Bid
CA Sales Tax (7.75%)	\$ 294.97
TOTAL ADDITIVE #2 (each)	\$ 4,100.97
ADDITIVE 3	
Full height partition wall, as shown in the bid schematic	\$ 14,640.00
Delivery to 703 Airport Road, Bishop CA	Incl. Base Bid
CA Sales Tax (7.75%)	\$ 1,134.60
TOTAL ADDITIVE #3	\$ 15,774.60
ADDITIVE 4	
9' x 2' corridor connector, as shown in the bid schematic	\$ 11,504.00
Delivery to 703 Airport Road, Bishop CA	Incl. Base Bid
CA Sales Tax (7.75%)	\$ 891.56
TOTAL ADDITIVE #4	\$ 12,395.56
TOTAL BASE BID PLUS ALL ADDITIVES	\$ 293,265.25

DELIVERY TIME:

The structure will be delivered to 703 Airport Road, Bishop CA 93514 within **three*** months following award notification. ***Structures typically delivered four (4) weeks from order date.**

BIDDER'S BID

TOTAL BID (IN NUMBERS) \$293,265.25

TOTAL BID (IN WORDS) Two Hundred Ninety-Three Thousand, Two Hundred Sixty-Five Dollars and Twenty-Five Cents.

REVIEWED AND CHECKED BY: _____

(For County Use)

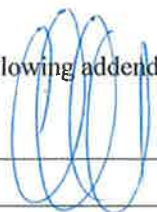
PRODUCT SUMMARY

Vendor shall provide a summary of their proposed tensioned fabric structure which meets the bid package requirements. This at minimum shall include the following:

- Canopy Fabric Material, including material characteristics and fire testing data
- Canopy Architectural Interior Wall Fabric, including material characteristics and fire testing data
- Canopy Frame, Cabling, and Fittings materials
- Insulation Type
- Proposed means of routing interior electrical/communications conduit
- Window/Door cut sheets
- Warranty Information
- Schedule - Include review times for County required to meet proposed schedule
- A minimum of two examples of similar structures manufactured by Vendor

ADDENDA:

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

Clark Olson, Vice President  5-21-21

(Fill in addendum numbers and dates addenda were received. If none have been received, enter "NONE".)

WARNING:

IF ADDENDA WERE ISSUED BY THE COUNTY AND ARE NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.



This bid was received on May 25, 2021
 @ 11:21 a.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

BUY AMERICAN PREFERENCE

The Bidder agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing U.S. domestic product.
 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

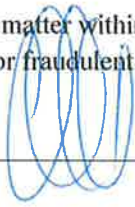
- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

May 21, 2021

 Date
Sprung Instant Structures, Inc.

 Company Name



 Signature
Vice President

 Title

Sprung Structures Proposal

Inyo County Bishop Airport Terminal - 50 x 60



A Faster
Way to Build



Respectfully submitted to:

Inyo County Bishop Airport

May 24, 2021

Presented by:

Siobhan Kennedy
Business Development manager
Sprung Structures, Inc.
siobhan.kennedy@sprung.com
www.sprung.com





Overview

Dear Ashley Helms,

Sprung Structures is pleased to submit this proposal for the Bishop Airport Terminal Facility located in Bishop, California.

Supply, Delivery and Erection Timeline

Supply:

Sprung Structures will manufacture and supply the following structure as outlined in the attached drawings and quotation:

- 50' wide x 60.0' long (3000.00 sq. ft) Insulated Signature Series Sprung Structure

Delivery:

Depending upon accessories, Sprung Structures can normally be delivered from inventory within 3-4 weeks from order.

Erection Timeline:

- 20 days with a crew of 6 workers
 - 10 days with double shift
- (see quotation for further details)

Guarantee

- 50 year pro-rata guarantee on the aluminum substructure
- 25 year pro-rata guarantee on architectural membrane as per the attached Guarantee Certificate

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SPRUNG INSTANT STRUCTURES®

Our durable, precision-engineered structures are the solution of choice for a broad range of industries needing a fast, reliable and cost-effective building solution.

Sprung Instant Structures, Inc. located in Salt Lake City, Utah is a member of the Sprung Group of Companies in business since 1887, which has achieved international recognition by providing shelter solutions for thousands of different applications in over ninety countries throughout the world.

Sprung is the inventor of the stressed membrane structure, engineered to accommodate the world's need for enclosed space quickly and economically.

This innovative building solution utilizes architectural membrane panels placed under high tension within a non-corroding aluminum substructure. Sprung provides an optional superior performing energy efficient Johns Manville formaldehyde free insulation package.

With over 130 years of history directed by four generations of the Sprung family, this innovative structure system is continuously evolving through ongoing research and development programs.

The benefits of Sprung structures include: speed of erection, flexibility of use, customization and unparalleled engineering. Each Sprung structure is manufactured from the highest quality products and materials, and individually tested using strict performance measures. With a specialized high-strength aluminum alloy, our substructure has an unlimited lifespan. Sprung structures are engineered to meet or exceed the requirements of most building codes and standards.

The proven advanced and responsive building solution.

Our corporate and manufacturing facilities are located in Sprung structures. We showcase and enjoy the superior qualities and features that make a Sprung structure a sound business, environmentally-friendly, building choice.

Contact your closest Sprung office for more information on Sprung structures.



Sprung Instant Structures, Inc.
 5711 West Dannon Way
 West Jordan, UT, United States 84081





Aluminum Substructure

Sprung utilizes an extruded military grade aluminum substructure which provides superior performance, durability, and longevity. The Sprung aluminum substructure has an indefinite life expectancy and comes with a 50-year pro-rata guarantee. Our one piece extruded aluminum I-beam with membrane retainer is engineered to endure extreme weather and environmental conditions.

- ✓ Rustproof
- ✓ Lightweight
- ✓ Strong
- ✓ Versatile
- ✓ Economical
- ✓ Long Lasting
- ✓ Environmentally Friendly

Performance Architectural Membrane



Sprung's high performance architectural membrane is not only as tough, durable and color fast as conventional building materials, it offers real cost advantages, through energy efficiency, climate control and quicker build times.

- ✓ Tough
- ✓ Durable
- ✓ Color Fast
- ✓ Attractive
- ✓ Wide Range of Color Options
- ✓ Safe

We have membrane solutions for specific structure applications

- | | |
|---------------------------------------|--|
| For Permanent Structures | - Dupont TEDLAR Coated or Sprung's Kynar Coated Membrane |
| For Interim and Relocatable Buildings | - Sprung's Polyurethane Coated Membrane |
| For Cold Weather Installations | - Sprung's Low-Temperature Arctic Membrane |

Optional Performance Insulation



Sprung tensioned membrane structures are engineered to provide naturally better climate control with optimal heating and cooling efficiency. This virtually airtight system, combined with a fully lofted layer of fiberglass blanket insulation and tensioned interior membrane, contribute to a highly efficient building solution.

- ✓ Healthier Structure
 - formaldehyde-free fiberglass insulation
- ✓ Energy Efficiency
 - aluminum foil backing maximizing efficiency
- ✓ Sustainability

Immediate Building Solutions for Growing Airports



1 Auxiliary Baggage Handling

Sprung Structures can be constructed quickly, helping airports add baggage sorting capacity. Learn how Southwest Airlines used Sprung Structures for their baggage sorting needs at PHL.

www.sprung.com/case-study/southwest-airlines-auxiliary-baggage-handling



2 Conveyors Enclosures

Sprung has the experience and engineering capability to provide customized conveyor covers designed for airport applications. Learn how Delta used Sprung to cover their conveyor system at LAX.

www.sprung.com/case-study/delta-conveyor-cover



3 Terminal Lounges/Gate

Rapidly growing airports need additional gates for customers to gather during expansion and construction phases. See how Charles Shultz Airport grew using Sprung Structures..

www.sprung.com/case-study/charles-m-schultz-sonoma-airport



4 Terminal Expansion

Sprung structures provide a fast solution that provides additional space for gates, car rentals, passenger staging, retail and food services. Reno Tahoe International Airport used Sprung during their 2 year expansion..

www.sprung.com/case-study/reno-tahoe-international-airport



5 Connecting Corridors

Sprung’s engineered connecting corridor system provides a safe, reliable and cost effective solution to enclose any walkway. Available in width’s 10’, 14’ 3”, 19’2” by any length. Connecting corridors can be constructed quickly with no foundations required. www.sprung.com/case-study/john-c-munro-hamilton-international-airport



6 Cargo Sorting Area

Add additional capacity immediately to existing airport operations. Our clear-span building solutions offer the ultimate in flexibility that can be relocated as needs change. Learn how PolarAir increased their cargo sorting capacity utilizing Sprung Structures. www.sprung.com/case-study/polar-air-cargo-schiphol-airport



7 Tail Cover

An innovative solution to accommodate large aircraft for MRO facilities. Sprung tail covers are easily moved into place providing additional protection for equipment and personnel. Learn more. www.sprung.com/aircraft-maintenance-tail-cover



8 Snow Removal Equipment Storage

Sprung structures are well suited for airports with consistent high winds and heavy snow. The clear-span design allows drive through direction for large vehicles without restriction, ensuring speed and safety during harsh weather operations, while strategically located on the runway’s edge. Learn how the Denver Airport used Sprung Structures to support their Snow Removal operations. www.sprung.com/case-study/denver-international-airport



9 Vehicle Inspection

Drive through design allows inspection and servicing of vehicles. See how SFO used Sprung Structures for vehicle inspection. www.sprung.com/case-study/sfo-ground-transportation-unit



10 Emergency Shelter

Critical airfield operations like fire and emergency services require immediate on-site facilities. Airports around the world use Sprung structures to expand their services. See Hartsfield-Jackson Atlanta International Airport used Sprung for their emergency services structures. www.sprung.com/case-study/hartsfield-jackson-atlanta-international-airport/



11 Hangar

Sprung offers a wide variety of solutions for aircraft hangers. From helicopters to some of the largest fixed wing aircraft in the industry, Sprung builds permanent and temporary structures designed for your specific needs. Al Maktou International Airport used two interim hangars until their permanent hangars were built. www.sprung.com/case-study/helicopter-hangars-al-maktoum-international-airport



12 Ground Equipment Storage

An easy relocatable ground equipment storage solution. See how Calgary Airport uses a Sprung for ground equipment storage. www.sprung.com/calgary-airport-ground-equipment-storage/



**A Faster
Way to Build**

May 24, 2021

Ashley Helms
Inyo County Airport
703 Airport Road
Bishop, California 93514

Dear Ms. Ashley Helms

We are pleased to submit the following quotation for a Sprung Structure to be located at your site in Bishop, California. Sprung is the inventor of the stressed membrane structure which has been patented worldwide. With over 130 years of experience, Sprung offers an innovative, cost effective building alternative which dramatically accelerates construction timelines while providing complete flexibility for the future.

**STRUCTURE
DESCRIPTION:**

Signature SERIES 50 feet wide by 60 feet long, including the following accessories:

- 1 - Inyo County Airport Graphic Logo at Entrance
- 2 - Engineered Flat Ends, each c/w 1 bay of domestic cable bracing
- 1 - Full Height Insulated Interior Partition with Uprights
- 1 - 10' Wide Connecting Corridor with Transition Bumper
- 1 - 14'3" Wide Connecting Corridor with Transition Bumper
- 1 - Corrosion Resistance Package
- 1 - Insulated Single Personnel Door c/w High Traffic Panic & Closer (3'0" x 7'0") in Flat End
- 2 - Double Glass Doors c/w High Traffic Panic & Closers (6'0" x 7'0") R4 in Flat End
- 3 - LED Hood Lights above Personnel Doors 120-277, 50 or 60 Hz c/w Bracket and Photocell
- 4 - Tempered Safety Glass Windows 85" X 63"- Insulated R4.0
- 2 - Standard Framed Openings for insulated structure - size 4' wide by 4' high and smaller
- 4 - Penetration Kits for insulated structures (Medium) 3" to 6"
- 6 - Hanging Bracket Adapter
- 12 - Interior Suspension Eye nuts Maximum Load 300 LBS
- 12 - RT60L-277V/30A LED Interior Light Fixtures (Plug and Play) - 18000 Lumens c/w Brackets and Electrical Boxes
- 28 - Interior Suspension Eye nuts Maximum Load 75 LBS
 - 8" (R-25) blanket of foil backed fiberglass insulation c/w white interior liner membrane
 - Conduit Holes Set as per diagram provided by Sprung
 - Engineered Stamped Drawings
 - Perimeter Flat Bar
 - Tedlar or Kynar opaque membrane with Daylight Panels (Colored Tedlar or Kynar)

ELECTRICAL:

It is the responsibility of your contractor to connect any and all electrical for any options requiring power. Electrical specifications can be provided

ARCHITECTURAL

Tedlar® or Kynar coated opaque membrane, available in a wide range

Sprung Instant Structures Inc | 1686 15th Street, San Francisco, California, USA 94103 | 1.800.528.9899 | 415.934.9370 | info@sprung.com

sprung.com

MEMBRANE: of colors, please contact local Sprung sales office.

AVAILABILITY: Normally from inventory.

SPECIAL CORROSION PROTECTION: Sprung structures utilize a military grade, corrosion resistant aluminum substructure, which offers unrivalled corrosion protection. Depending on the shape, size and accessories selected for your structure, there may also be a limited number of miscellaneous steel components required. For long term performance of all steel components, they will be treated with two complementing types of ZINC based protection. The steel is first hot dipped galvanized, post production, to ASTM A123. The second type of protection is a two-stage powder coat with a ZINC hybrid primer and UV stable top coat. All structural bolts will be provided with a proprietary zinc flake coating.

LED Lighting: This quotation includes an LED lighting proposal. This lighting package is designed to provide on average of 75-100 (+/-) foot candle of light intensity throughout the structure, based on the drawing that is attached to this quotation. At the time of your structure order, Sprung will commission a computerized light study to verify exact light intensity for your specific structure configuration and application. With this light study we will consult with you to determine if an increase or decrease to the proposed lighting is required, at which time light costs will be adjusted accordingly. Installation of lights and associated electrical by others.

INTERIOR HANGING DETAILS: Sprung Instant Structures offers a large selection of brackets and hangers which can be utilized for the hanging of lighting, HVAC and any other items that may need to be suspended from the interior of the structure. The type and size in each case will depend on weight and proposed position. Please contact your Sprung representative for diagrams and further details.

ERECTION: We will supply a Technical Consultant on site to provide information about structure assembly and erection and will supply hand tools for your use, at no charge. The Technical Consultant is not authorized to perform any other services. Customer is responsible for supervision of and safety compliance in structure location, assembly and erection.

Required equipment and manpower:

- a) Manlifts
- b) Appropriate fall protection (body harness and lifeline).
- c) Electrical power to site.
- d) Estimated 6 workmen for approximately 20, 8 hour working days, approximately half of which should be manlift qualified. Total manhours to complete is estimated at 960.
- e) A supervisor with construction experience.

PICKER: We request that you supply a picker with operator and rigger to assist in raising the free span aluminum beams will be required during the erection sequence. It will be needed for approximately 4 hours.

HAND TOOLS: Although specialized hand tools are supplied for your use at no charge, you are responsible for the tools while they are at your site and until picked up by Sprung following completion of the erection of the structure.

ANCHORAGE: Concrete Footing. Base reactions will be provided when required.

DISMANTLING: Rented structures will require our Technical Consultant for dismantling. The same terms as outlined above under the heading "Erection" and "Technical Consultant" will apply. It will be your responsibility to return the structure and tools, prepaid, to the depot in Salt Lake City, Utah.

PURCHASE PRICE	
STRUCTURE AND ACCESSORIES AS ABOVE: F.O.B. Salt Lake City, Utah, USA, including 7.75% sales and/or use taxes.	\$264,317.22
TERMS, O.A.C: 50% with order; balance upon delivery of the structure.	

ADDITIONAL CHARGES	
Technical Consultant Per Diem: Although the Technical Consultant is supplied, his travel, accommodation and meals will be charged to you at a fixed cost (7.75% tax included) of	\$23,608.03
Delivery: On your behalf, we can arrange for delivery of this structure by commercial carrier to your site in Bishop, California at the fixed cost shown. This structure is sold F.O.B. Utah. Sprung will maintain responsibility for the shipment and will insure the shipment up until the point of delivery. Customer is responsible to receive and unload freight in a timely manner.	\$5,340.00

PERMITS, LICENSES AND TAXES: It will be your responsibility to obtain all permits, licenses and pay all applicable taxes. This structure is designed to meet the CBC 2019 and IBC 2018.

ONSITE ENGINEERING INSPECTIONS: If onsite engineering inspections are required, please advise our sales office to request a quotation. These services will be quoted at our cost. Onsite inspections are not included as a part of Engineered Stamped Drawings.

GUARANTEE: To demonstrate our confidence in the quality and longevity of the Sprung Structure, our product comes with a 50 year pro-rata guarantee on the aluminum substructure and an architectural membrane pro-rata guarantee, in accordance with the attached Guarantee Certificate.

NOTE: This quotation is valid for 60 days.

Thank you for the opportunity to submit this quotation and we look forward to being of service to you in the future.

Yours very truly,
Siobhan Kennedy

Business Development Manager
SPRUNG INSTANT STRUCTURES, INC.

Sprung Instant Structures

This Guarantee is presented to:

Inyo County Airport

The architectural membrane and aluminum materials utilized in Sprung Structures have been selected for their proven strength, durability and longevity. To show our sincere confidence in our product, Sprung Instant Structures is pleased to issue the following guarantees.

ARCHITECTURAL MEMBRANE WITH TEDLAR PVF FILM or KYNAR COATING

All membranes used are water and mildew resistant, insect proof and flame retardant. These membranes withstand extreme climatic variations and contain ultra-violet inhibitors to reduce degradation by the sun's rays. Flame retardant status has been warranted by the membrane suppliers.

Sprung Instant Structures guarantees to supply new replacement membrane, on a pro-rata basis at the then current price, for all colors of Tedlar or Kynar coated membranes which deteriorate from any of the aforementioned factors within Tedlar/Kynar TWENTY FIVE (25) YEARS from the date of delivery of the structure(s).

EXTRUDED ALUMINUM SUBSTRUCTURE AND COMPONENTS

Aluminum used is professionally engineered and is of the highest quality and structural capability. Sprung Instant Structures guarantees to replace, on a pro-rata basis at the then current price, any aluminum which deteriorates from normal usage within FIFTY (50) years from the date of delivery of the structure(s).

The guarantee will not be valid if a Sprung technical consultant is not present during all erections and dismantling's of the structure during the guarantee period or if any payments associated with the structure(s) are not made on time.

May 24, 2021

PHIL SPRUNG - PRESIDENT

CS = CABLE BRACING

PERSONNEL DOORS						
CATEGORY	TYPE	HOOD WIDTH	BEAM	DOOR SIZE	COMMENT	SPRING COUNT
FLAT END	DOOR	14'-0"	5'-11"	5'-0" x 7'-0"	STANDARD	2
HOOD	DOOR	14'-0"	5'-11"	5'-0" x 7'-0"	FRAME ONLY	1
FLAT END	DOOR	14'-0"	5'-11"	5'-0" x 7'-0"	STANDARD	1

ACCESSORIES				
CATEGORY	TYPE	SIZE	COMMENT	COUNT
LIGHTING	HOOD LIGHT		LED	3

DRAWING APPROVAL

APPROVED
 APPROVED W/ CHANGES NOTED

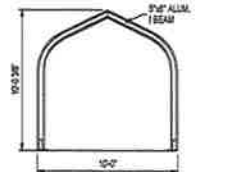
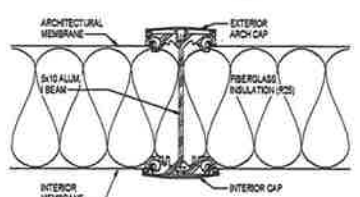
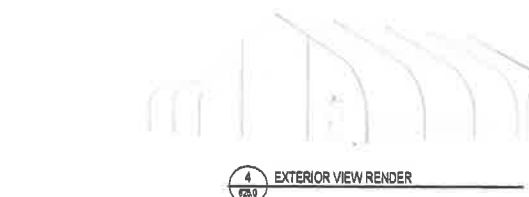
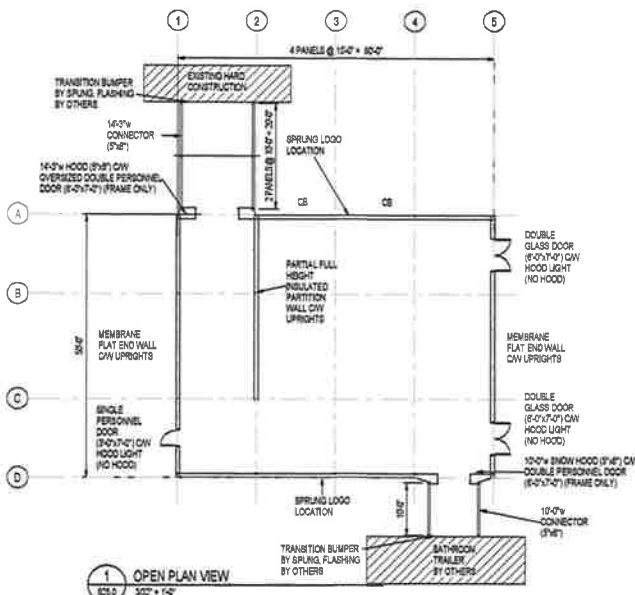
CONFIRMATION OF DESIGN LOADS AT SITE PER THE LOCAL BUILDING DEPT.

SIGNATURE: _____
 DATE: _____

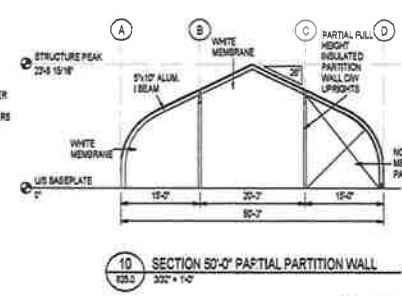
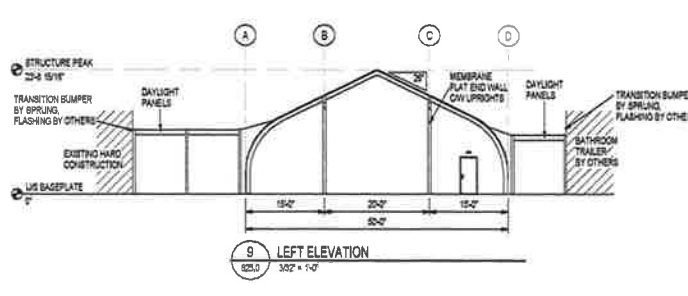
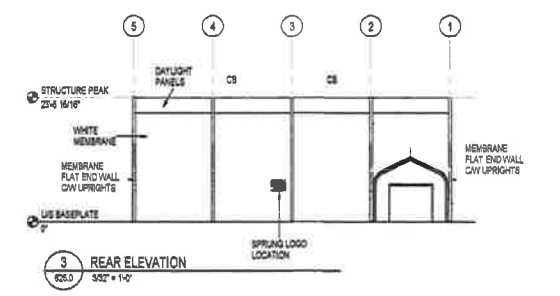
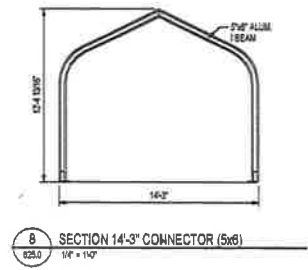
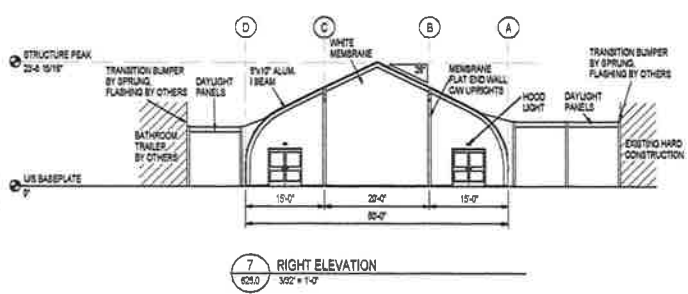
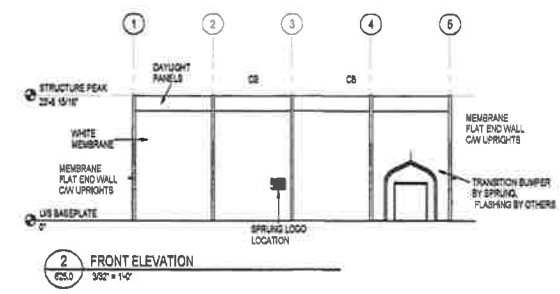
BUILDING CODE W/ YEAR: _____
 WIND LOAD: _____
 EXPOSURE: _____ FBBC
 SNOW LOAD: _____



- GENERAL NOTES:**
1. ALL PERSONNEL DOORS ON PAVIC HARDWARE & HOODS, AS NOTED.
 2. STRUCTURE TO BE SHALLOTTED WITH FIBERGLASS INSULATION ON PAPER LINER TO DAYLIGHT PANEL LEVEL ONLY.
 3. INNER & OUTER MEMBRANE TO BE FINISHED TO CONCRETE USING ALUM. PLAT BR.
 4. STRUCTURE MEMBRANE SETS: UPON TO SUPPLIER TO THE MEMBRANE MANUFACTURER. CONTACT: 888-4-CANAL-64-12 INFORMATION.
 5. THIS STRUCTURE IS DESIGNED TO BE SHALLOTTED FROM THE POSITION OF THE STRUCTURE. SHALL BE NOTED.
 6. A MEMBRANE INSULATION VENTILATION ON ANY CONDITION SYSTEM FOR ANY TYPE OF BUILDING. IT IS APPLICABLE TO THESE. THE SYSTEM SHOULD BE MORE AS THE OTHER SYSTEM. THE PROCEED WILL BE THE POSITIVE PRESSURE BEING HANDLED. CONSEQUENTLY, AN ADEQUATE PRESSURE SYSTEM WITH THE STRUCTURE WILL BE APPLICABLE TO OPEN DOORS AND MEMBRANE WILL BE SHOWN TO THE STRUCTURE.
 7. ALL INTERIOR WALLS & PARTITIONS IF APPLICABLE, TO BE PER FINISH & PORTION OF SPRING STRUCTURE.



COLORS ON THESE ELEVATIONS MAY VARY SIGNIFICANTLY DEPENDING ON PRINTER OR MONITOR. PLEASE REFER TO MEMBRANE SAMPLES FOR ACTUAL COLORS.



INYO COUNTY AIRPORT AIRPORT TERMINAL
 50'-0" x 60'-0"
 BISHOP, CALIFORNIA, UNITED STATES

NO.	REVISION(S)	DATE	BY	CHKD.

FLOOR PLAN & ELEVATIONS
 DATE: _____ DRAWN BY: _____ CHECKED BY: _____
 R21-025.0

SIGNATURE SERIES



Our Aluminum Substructure Far Outperforms Steel

While conventional building construction still relies on steel as its primary substructure material, every Sprung structure is built to last with a far superior aluminum material. Aluminum substructures offer greater versatility and performance, and arrive on site prefabricated and ready to assemble quickly and easily. Because of their strong and versatile aluminum substructures, Sprung structures can withstand extreme weather and environmental conditions.

Advantages of Sprung's Aluminum Substructure

- **Rustproof**
Unlike steel and wood, aluminum performs extremely well in humid conditions.
- **Lightweight**
Aluminum is about 1/3 the weight of steel.
- **Strong**
Aluminum meets or exceeds building codes for strength.
- **Versatile**
Aluminum can be extruded into virtually any shape. Connections are butted, not welded.
- **Economical**
The ratio of strength-to-weight equals more value for less weight.
- **Long-lasting**
With an indefinite life expectancy, aluminum actually gets stronger with age.
- **Environmentally Friendly**
Aluminum is 100% recyclable, with no generational loss of quality.

Aluminum has an indefinite life expectancy. It is strong, lightweight and maintenance free.

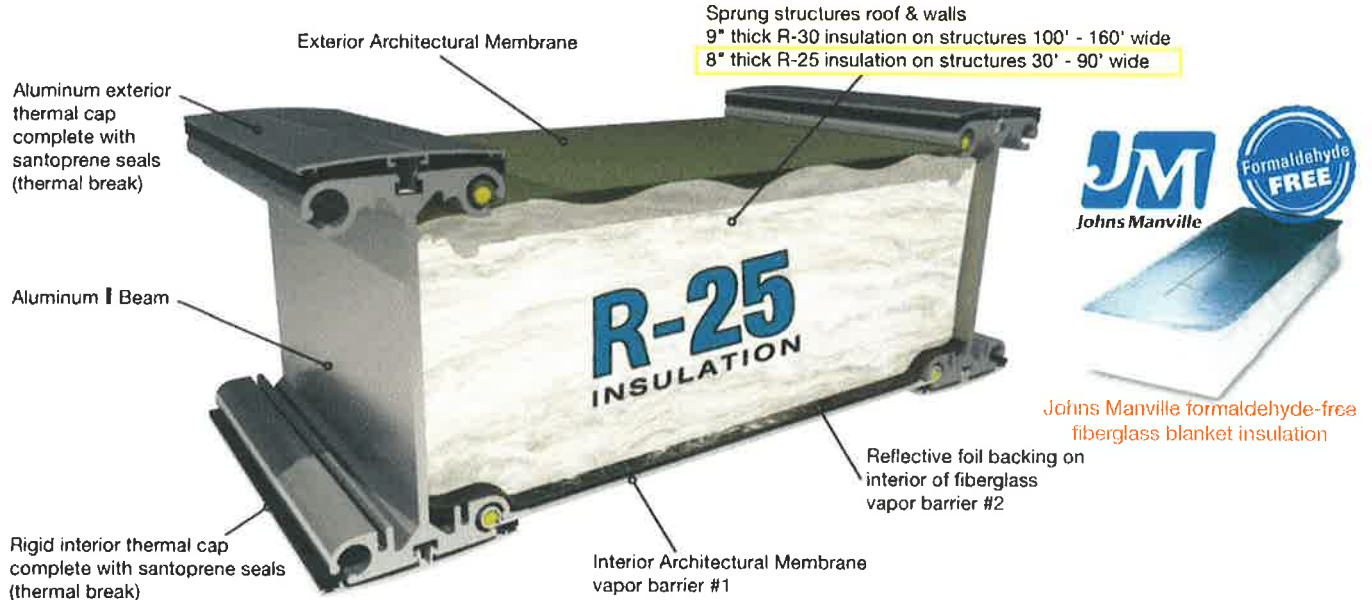


Sprung
Since 1887

**INSULATION
SYSTEM
COMPARISON**

Compare Sprung Structures

Superior performing insulation system



Five reasons insulation performs better in a Sprung building

1. Our highly tensioned exterior architectural membrane provides a significantly better airtight building envelope.*
2. There is no differentiation between wall and roof of a Sprung structure, which provides a more consistent R-value rating throughout the entire building envelope which reduces long term operating costs.**
3. 8-inch-thick (R-25) layer of Johns Manville formaldehyde-free fiberglass blanket insulation means better performing insulation unlike metal buildings, our insulation system is not compressed which provides maximum R-value.
4. A double vapor barrier system helps reduce mold and mildew.
5. A reflective foil backing doubles both as a vapor barrier and to retain and reflect radiant heat, adding to the overall energy efficiency.

Why We Use the Johns Manville Formaldehyde-Free Fiberglass Blanket

- It is the only formaldehyde-free fiberglass product of its kind in the world.
- The aluminum foil backing increases overall efficiency, retaining or reflecting radiant energy.
- The blanket is eight or nine inches thick, exceeding building code requirements.
- The R-25 rating of the fiberglass blanket contributes to an extremely energy-efficient system.
- The fiberglass is certified by Scientific Certification Systems (SCS) to have a minimum recycled content of 25%, comprised of 20% post-consumer bottle glass and 5% post-industrial glass.

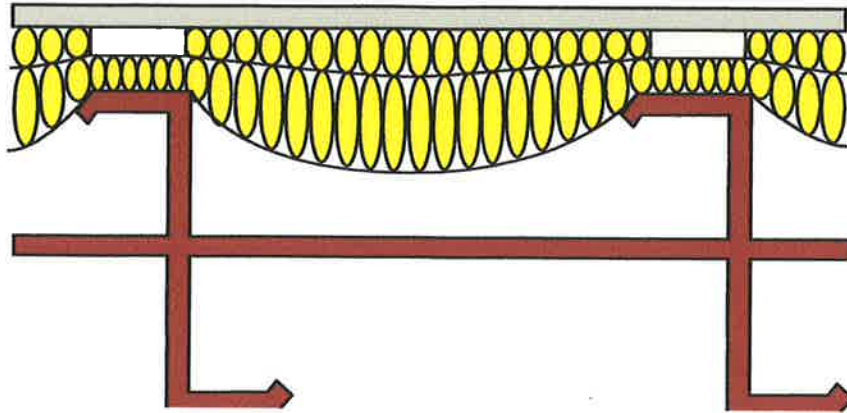


* BreeamHMPlittleheySportsHall.pdf - BREEAM rating of Excellent
AirTightnessTest.pdf - Report on Envelope Air Tightness Testing

** EnergyComparisonReport.pdf

Energy Comparison Report Sprung Structures vs Traditional Methods

Typical installation of insulation in a pre engineered metal building compresses insulation at every joist dramatically reducing the advertised R Value.



This compression can reduce the overall R-value by as much as 50%.



Pre engineered metal building interior showing compressed insulation.



Sprung structure interior showing insulation system complete with tensioned interior membrane.



MAINTENANCE OF YOUR SPRUNG INSTANT STRUCTURE Signature Series Edition

The Sprung Instant Structure requires very little maintenance as compared to conventional building systems, however, a small amount of periodic maintenance is advisable.

Warning:

The addition of any after market accessories on your structure that are not supplied, tested and approved by Sprung Structures and our engineers and are not installed under the supervision of a Sprung Technical Consultant, will render your guarantee null and void, unless written approval is received from Sprung Structures authorizing their use.

1. ANCHORING

Your structure has been anchored at your site using one of the following methods:

a. Drift pins:

When the arches of the structures are in the required position, drift pins are driven into the ground at an angle through the holes in the base plate located inside the structure. Periodic checks should be made to insure the anchoring is secure.

b. Concrete anchors:

This type of anchoring is used when the structure has been placed on a concrete footing, slab or other similar structural material. This anchoring system should be checked on a periodic basis to insure that the bolts are tight and secure.

c. Earth anchors:

These anchors are generally used in conjunction with drift pins. They are located inside of the base of the structure arch and driven into the ground either by power or manual tools. When the earth anchor has been driven to a satisfactory depth, a cable is then attached to the arch using a turnbuckle. Periodic inspection of this anchoring should be carried out insuring that the cable remains taut by adjusting the turnbuckle.

IMPORTANT: If this type of anchorage has been selected when ordering your structure then these anchors should be in place prior to erection. Not doing so will cause a delay when erecting.

2. MEMBRANE DAMAGE

A visual inspection of the membrane should be carried out periodically to insure that there are no major tears or holes in the membrane.

If membrane damage occurs, patches can be applied with glue or heat sealed in place. Patches with a self adhesive are also available. The extent of the damage will determine which method of repair is best suited.

Patch kits and hand held heat sealers for repair of such damage can be provided by the manufacturer.

a. Glue:

Glue is usually used for smaller holes or tears. Surfaces should be clean. Apply glue to the structure membrane and the membrane patch and stick them together. The patch is usually applied from the inside.

b. Heat Seal:

This method requires an electrical outlet and the appropriate hand held heat sealing tools. Surfaces of the membrane must be clean. A piece of plywood or other suitable material should be held against the opposite side of the structure membrane, covering the area to be repaired. Place membrane patch, one to two inches bigger than the hole or tear, over the area. Apply heat sealing iron to patch membrane, exerting pressure against the plywood backing with the small hand held roller. Continue this procedure until patch is completely sealed to structure membrane.

c. Silicon:

Minor pin holes in the membrane can be repaired by placing a small amount of Silicon over the hole.

d. Self Adhesive Patches:

These patches are already prepped for application. Simply peel off the protective backing and gently massage the patch into place. These patches are particularly effective on the interior membrane. The area to be patched should be cleaned with isopropyl alcohol prior to patching.

For maximum protection to the membrane, do not permit any objects or material to rub against or come in contact with the membrane of the structure.

3. CLEANING THE MEMBRANE

Should washing of the membrane be deemed necessary, a non Butyl soap or detergent may be used. Agitation with a soft brush assists in removing film on the surface. See additional cleaning instructions attached.

Warning:

At no time when washing is in progress, should any person or persons stand on, or attempt to stand on, the wet membrane surface without the benefit of appropriate safety harness.

HELPFUL SUGGESTIONS FOR CLEANING REGULAR ACRYLIC COATED MEMBRANE.

Sprung "Regular Membrane" is formulated to provide years of performance. It includes an acrylic surface coating to enhance its cleanability and extend its longevity. In the event dirt accumulates on the surface of the membrane, periodic cleaning will help keep the structure aesthetically pleasing and will help extend the life of the membrane. Several commercial cleaners are available; Simple Green, Formula 409® All-Purpose Cleaner, Mr. Clean, Fantastik® and Spray Nine all do a good job of cleaning the dirt and do not harm the membrane or coating.

HOW TO USE:

- We recommend using cleaning solution diluted 1:1 with water.
- Apply with sponge, cloth or spray directly onto vinyl.
- Allow to penetrate briefly.
- Rinse or wipe off with damp cloth, or use medium pressure spray gun.

Note: Please make sure to wipe off all cleaners and residue. Repeat the above procedure as necessary. Be sure to follow all the safety precautions and suggestions on the label of the commercial cleaners.

Warning: SOLVENTS should not be used.

We believe this information is the best currently available on the subject. It is offered as a possible helpful suggestion in experimentation you may care to undertake along these lines. It is subject to revision as additional knowledge and experience are gained. We make no guarantee of results and assume no obligation or liability whatsoever in connection with this information.

HELPFUL SUGGESTIONS FOR CLEANING PREMIUM TEDLAR COATED MEMBRANE

Sprung "Premium Membrane" is specially constructed to not only extend its life but also its ease to clean and maintain. The membrane with premium film laminated on the exposed side has advantages in cleanability. This formulation includes a fluorocarbon-based film recognized worldwide for its outstanding weather-resistance, inertness and non-staining properties. When the film is laminated to a vinyl membrane, it provides unsurpassed protection against both soiling and weathering. The film helps keep outdoor vinyl membranes looking newer longer. It fights fading, resists discoloration, and keeps membrane clean.

Most air-borne dirt does not adhere to premium membrane. If, however, soiling does occur-usually in environments with high concentrations of particular matter - simply cleaning with soap and water will clean the membrane. And, because this film is solvent resistant, stubborn soils, such as painted graffiti, can easily be removed with common solvents or paint removers - without damage to the film. Note: Solvents should be used to remove a spot and should not be used for general cleaning. Solvents should never be used directly on a vinyl coated membrane with acrylic top coat.

Resisting weathering means more than just resisting the harsh rays of the sun or atmospheric pollutants. Because the film is non-porous, when laminated to the PVC with a suitable adhesive. It forms a barrier to rain, snow or sleet and helps prevent the growth of mildew.

Several commercial cleaners are available; Simple Green, Formula 409® All-Purpose Cleaner, Mr. Clean, Fantastik® and Spray Nine all do a good job of cleaning the dirt and do not harm the premium membrane. Instructions for using these cleaners are shown below.

HOW TO USE:

- We recommend using cleaning solution diluted 1:1 with water.
- Apply with sponge, cloth or spray directly onto vinyl.
- Allow to penetrate briefly.
- Rinse or wipe off with damp cloth, or use medium pressure spray gun.

Please make sure to wipe off all cleaners and residue. Repeat the above procedure as necessary. Be sure to follow all the safety precautions and suggestions on the label of the commercial cleaners.

We believe this information is the best currently available on the subject. It is offered as a possible helpful suggestion in experimentation you may care to undertake along these lines. It is subject to revision as additional knowledge and experience are gained. We make no guarantee of results and assume no obligation or liability whatsoever in connection with this information.

4. MEMBRANE REPAIR PROCEDURES FOR A SPRUNG INSTANT STRUCTURE

Membrane repair is conducted by using patches of membrane material and either glue for small tears or by means of a hand sealer and roller for major rips. When repairing small tears follow the instructions on the vinyl glue cans. Large rips **MUST** have patches put on using the hand sealer. This tool requires practice prior to using on site. **DO NOT ATTEMPT TO PUT A PATCH ON A PANEL WITHOUT HAVING PRACTISED ON SCRAP Membrane.**

a) Procedure for Using Portable Hand Sealers

- 1) Clean area to be patched of all dirt, dust or grease.**
- 2) Measure size of area needing repair and cut patch approximately 2" wider and longer.**
- 3) Set hand sealer heat between five and seven on the temperature dial and let warm up for 3 minutes. Setting will depend on type of membrane and outside air temperature. Test temperature on scrap membrane, if not available test on the edge of a panel that is on the ground. DO NOT set hand sealer too high, as excessive heat will cause melting of panel and create further damage.**
- 4) Before repairing, a firm backing such as wood should be placed behind area being repaired so the patching area is well supported. May require additional person to do this.**
- 5) Make sure the panel has no wrinkles in it and that the edges of the tear or rip are accurately mated. Centre the patch over the tear.**
- 6) Hold the tip of the hand sealer at an angle about 1/4" from the membrane, inserting the hand sealer between the patch and the panel following behind with the roller compressing the two materials together.**
- 7) Work quickly and carefully making sure the entire area of the patch is sealed. Let the patch cool and ensure that it has laminated to the panel. It should not come off when pulled lightly.**
- 8) After the repair is completed, turn hand sealer to lowest setting and allow ample time to cool.**

DO NOT ATTEMPT TO PUT A PATCH ON A PANEL WITH A HAND SEALER UNLESS YOU HAVE EXPERIENCE.

5. SNOW REMOVAL

The Sprung Instant Structure is designed to shed snow. Should the structure be located in a climatic region where it will be subjected to snowfall, it is necessary to keep the sides of the structure clear to permit the ongoing shedding action. Timely removal of snow built up around the perimeter is required.

★ **IMPORTANT** Should snow ever accumulate on the roof of your structure, please contact Sprung Structures immediately for instructions for its safe removal. Snow accumulation can only happen because snow was not cleared from the perimeter of the structure or some object is placed on, near or against the structure that inhibits the shedding action. The structure roof is designed to support a minimal roof load and accumulation of snow on the roof can cause damage to the structure.

6. LANDSCAPING

The general landscaping design should allow for proper water diversion and drainage. Door entryways should include slight slopes and drains to prevent water from migrating into the structure. Care should be taken when using a string trimmer (weedwacker, weedeater) near the membrane as damage may result.

7. DOOR MAINTENANCE

All doors, should be inspected and maintained regularly. Cleaning, oiling and servicing will help to keep them functioning properly.

a. Personnel Doors

Doors should be free from any obstructions on entering or leaving the structure. The anchoring system on the door threshold should be checked periodically to ensure that it is secure. Hinges, locks, and panic hardware should be serviced on a regular basis.

b. Sliding Doors

The area where these doors are located and the direction in which they travel to open, should be free of any impeding materials. A regular check and servicing of the top wheel, track assembly, and the bottom wheels will keep the door in good working order. A check of the neoprene seal for wear or damage is also advisable. When the door is in the open or closed position, chain locks must be in place.

c. Double Panel Rolling Doors

These doors, located in the end of a structure, operate in a fashion similar to side sliding doors. The difference being at the top, where a hinge pivot arrangement replaces the track. This allows the door to travel in either direction. An inspection of the hinge assembly is required to insure that the bolts are secure. Servicing the spindle should be carried out periodically. The door must be secured with the chain locks when not in use.

d. Hydraulically Operated Scissor Openings

These doors are located in the ends of the structure. Caution should be used when opening the H.O.S.O. door in high winds. Please refer to the detailed maintenance manual which accompanies all hydraulic cargo doors.

e. Telescoping Hanger Doors

Before each use of the hanger door the lower track system should be briefly inspected for wear and debris which could impact the smooth operation of the door. A periodic visual inspection of the upper truss system, with particular emphasis on the door tracks, should be undertaken. If the upper trolleys have grease nipples these should be serviced when required.

f. Sunshine Door

Motor and Controls

- ▶ The Sunshine Door operators are sealed units, as are the bearings. No maintenance is required or recommended.
- ▶ The control enclosures are manufactured and assembled to NEMA 4 ratings. They should remain closed at all times.
- ▶ All exposed cabling is Direct Burial rated.
- ▶ The optic sensors are all-weather and rubber enclosed. They are shock resistant but should be protected from hard impacts that may bring them out of alignment.
- ▶ The backup battery system has an approximate life expectancy of 3-5 years. After a period of 3 years the batteries should be serviced.

Moving Parts

- ▶ All door hardware and the rollers are stainless steel or galvanized.

- ▶ The rollers and bearings should be lubricated with silicone spray every 4 months, taking care not to overspray on the adjacent structure membranes or polycarbonate door panel inserts.
- ▶ A cursory visual inspection should be taken on the drive cable and door system on each cycle of the door.
- ▶ A detailed visual inspection should be taken on the drive cable and door system once a month.

Door Panels

- ▶ The door frames are anodized aluminum. They should not be exposed to any strong bases or ammonia.
- ▶ The door panels are Lexan, they are impact resistant, but can scratch when cleaned with abrasives. Cleaning should be done with a mild soap and water as needed.

8. ELECTRIC FAN MAINTENANCE

The manufacturer provides an installation, operating and maintenance leaflet covering electric fans, if applicable.

9. INTERIOR PRESSURE (HVAC)

When designing a heating, ventilation or air conditioning system for any type of building, it is important to ensure that this system intakes more air than is being exhausted at any given time. This process will result in a positive pressure being maintained. Conversely, if negative pressure exists within the structure, it will be difficult to open doors and moisture will be drawn into the structure.

10. RECOMMENDED SPARE PARTS LIST:

1. Membrane patch kit, including:
 - Self adhesive membrane
 - Membrane and glue
2. Two panic hardware sets for doors, including outside trim.

NOTE: Other than the above there are no other wearable items other than roll up steel doors. We would recommend that a local service company look after your doors and maintain them.

Tedlar® Films for Architectural Fabrics



sprung
STRUCTURES

DuPont™ Tedlar® Films

Lasting Protection for
Architectural Fabric Applications

DUPONT



MADE IN THE
USA

Tedlar® PVF film

Polyvinyl fluoride (PVF) is a fluoropolymer invented by DuPont in the 1940s. Put into commercial use in 1961, DuPont™ Tedlar® film is a registered trademark of DuPont. With over 50 years of proven performance, Tedlar® PVF film is used in various fields such as aerospace components, building façades and roofs, solar cell modules, outdoor advertisements and interior surface protection.

Tedlar® film thickness for architectural fabrics is either 1.0 mil for white or 1.5 mil for colors. Compared to coating and other film materials, Tedlar® is made up of 100% fluorene PVF and possesses unique properties, including excellent weatherability, ductility, durability, physical stability and resistance to many chemicals, solvents, pollutants and corrosive agents. In addition, Tedlar® film, free of plasticizers such as acrylic acid, comes with excellent aging resistance and maintains toughness and flexibility over a wide temperature range. Its dense film surface is also easy to clean; non-reactive and inert; resistant to stains, graffiti and fire, as well as fading, chalking and cracking; and safe and environmentally friendly, making it ideal for a wide range of industries and applications.

Used for Over 50 Years in These Applications

Architecture

Resistant to fading, cracking, mold and mildew, Tedlar® film can help prolong the life and aesthetics of both interior and exterior constructions. It can be used for metal roofing, curtain walls and ceilings, wall exteriors and interiors, membrane fabric materials and highway sound barriers.

Aerospace

With its durability, colors and resistance to stains and chemicals, Tedlar® film provides excellent surface protection for aerospace applications such as aircraft interiors and composite parts.

Transportation

An easy-to-clean surface that resists weathering, ultraviolet (UV) rays and harmful chemicals, Tedlar® film keeps vehicles and vessels looking their best. Transportation applications include automobile trim, brake tube coating, fiberglass reinforced plastic (FRP) and aluminum board protection for trucks and trailers.

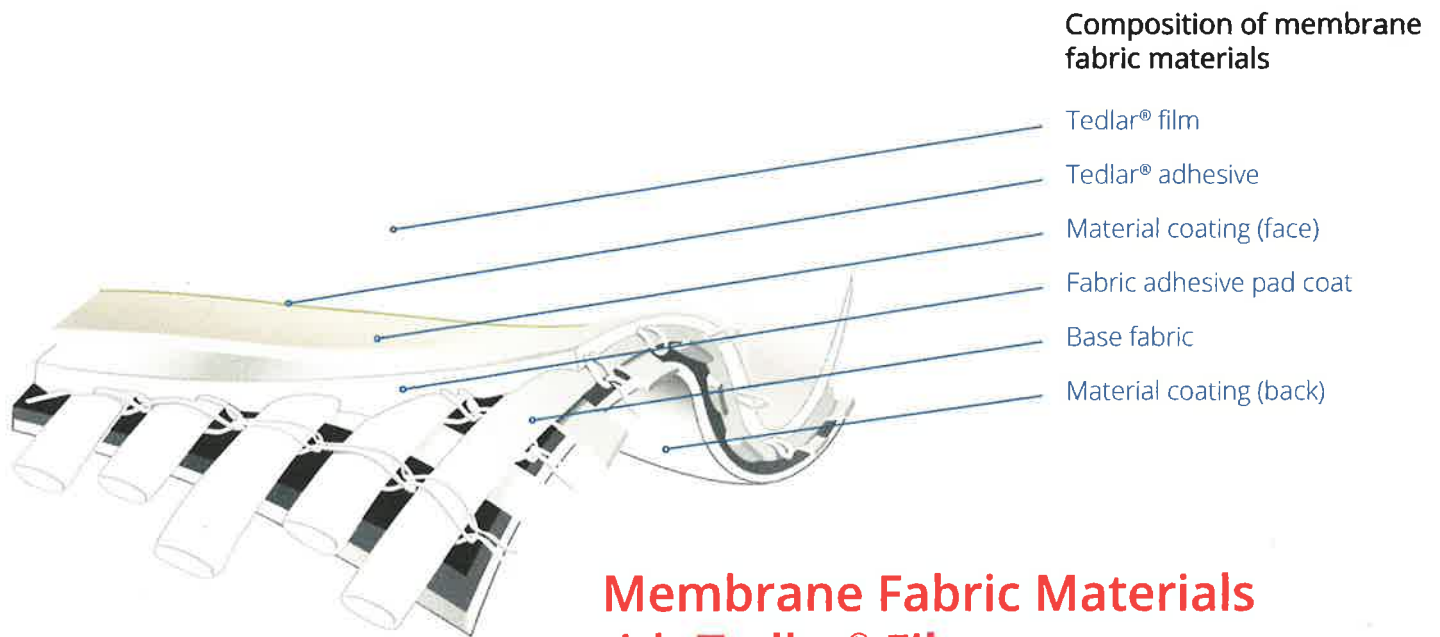
Photovoltaics

The high-performance protective film is ideal for photovoltaic module backsheets in solar panels. The use of Tedlar® film in photovoltaics dates back 40 years to some of the very first photovoltaics made. It is used in extreme heat and environmental challenging conditions.

Signage

Long-lasting and resistant to graffiti and pollution, Tedlar® film preserves the appearance of graphics in even the most harsh environments, making it the perfect choice for indoor and outdoor graphic overlays, awnings and advertising signage.





Membrane Fabric Materials with Tedlar® Film

Architectural membrane made with Tedlar® PVF film is as tough, durable, and colorful as conventional building materials, but with added cost advantages. There are many reasons to construct a membrane building – it's safe, energy efficient, climate controlled, cost-effective, and quicker to build. This unique material is engineered for comfort and convenience.

Tedlar® film can be used to form membrane fabric structures at much lower construction costs than steel. With excellent weatherability and dirt-shedding properties, membrane fabric is a cost-effective material for buildings like stadiums, convention centers, commercial facilities and transportation hubs.



Tedlar® Features

Durability

Tedlar® film delivers excellent weatherability and proven protection in a number of practical applications.



Style

With ultra-low color differences, a smooth and fine texture and excellent formability, Tedlar® film is stylish and aesthetically pleasing from installation until its removal. Its matte surface finish even prevents light pollution.



Easy to Clean

Non-sticky and stain resistant, Tedlar® film can withstand all types of dirt and grime. Chemically inert, the film can be cleaned with various cleaning agents and requires little maintenance.



Safety

Tedlar® film is non-flammable and non-reactive, and prohibits bacterial growth. Additionally, it produces minimal volatile organic compound (VOC) emissions during processing.



Durability

Tedlar® film has delivered excellent weatherability and proven protection in a number of practical applications. The combination of UV resistance and abrasion resistance contributes to the long-term durability. It is used for applications that will be in use 20+ years.

Sprung Instant Structures
Aldersyde Campus
Alberta, Canada



Sprung's Aldersyde campus upon installation, featuring Tedlar® exterior in Bayberry.



The Tedlar exterior today shows little difference to when it was installed.

Fire Rock Casino (left)
New Mexico, USA

New Life Church
Colorado, USA



The casino's Desert Tan Tedlar® has held up against scorching sun and stinging sand since 2005.



This Colorado Springs church looks as good in Dawn Grey Tedlar® as it did on installation in 2001.



Enduring Color

Tedlar® dramatically extends the membrane's lifespan and maintains its visual integrity by guarding against harmful UV rays and airborne contaminants.

River Rock Casino
Sonoma County
California, USA



installed in 2003

Tedlar® coated fabrics are available in a large selection of colors, with custom colors available. Our Tedlar® fabrics come with a 25-year pro-rata guarantee.

Newmont Mining
Penasquito
Zacatecas, Mexico

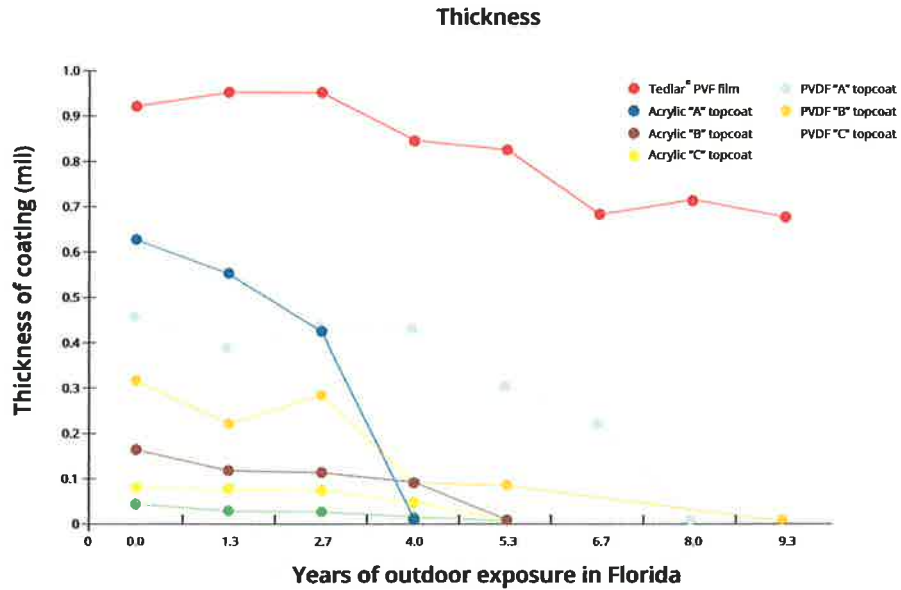




Weather Resistance

Test results show that, compared with the surface protection coatings such as acrylic and PVDF top finishes, Tedlar® film can better resist UV and acid rain, prevent dust buildup, and retain its thickness, color and gloss for a longer time, thus maintaining the building's original appearance.

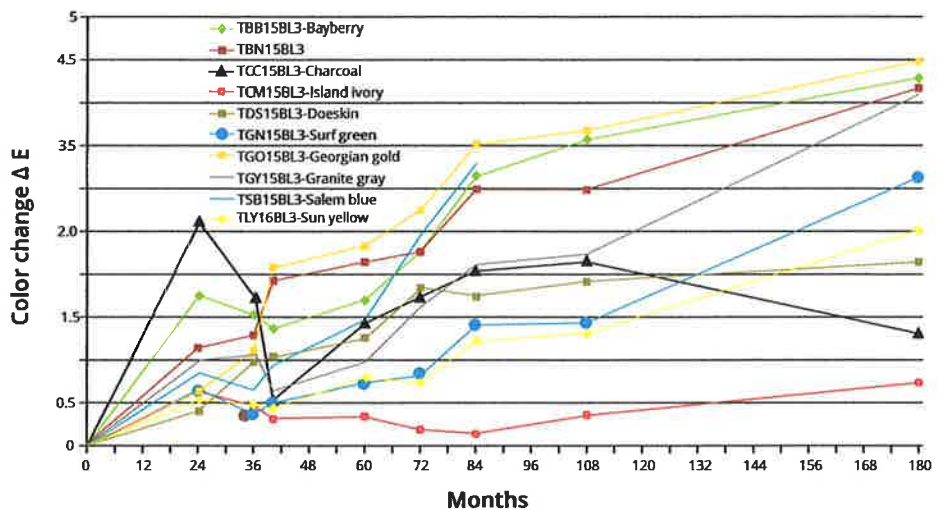
Thickness retention under accelerated aging and UV exposure



15-year Florida weather exposure test

Florida's outdoor exposure field is recognized in the industry as a standard test site for assessing the weatherability of coatings. Ten-year Florida exposure is an important indicator of the American Architectural Manufacturers Association (AAMA) 2605, which is the highest weatherability rating for PVDF. Not only has Tedlar® film passed the 15-year Florida exposure test (color difference $E < 4.5$), but its color stability and weatherability rating is 50% higher than ordinary PVDF.

Tedlar® Florida weathering data: color change





Safe

Excellent fire resistance

Tedlar® film is inherently flame resistant and does not contribute to the flammability of the fabric.

Exceptional bacteria resistance

Tedlar® film does not support the growth of bacteria, mold and mildew.



Long-term Performance

Because of its durability, it is the only product that effectively self-cleans throughout its entire lifespan—a factor that extends its usable lifespan and helps it to remain aesthetically pleasing beyond the range of competitors.





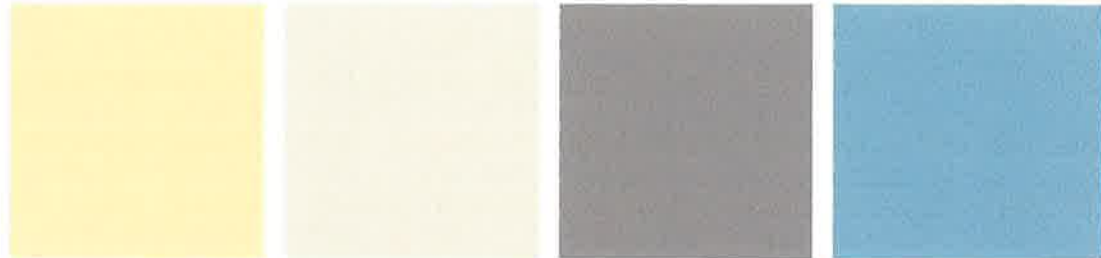
Style

Tedlar® film's lot-to-lot color reproducibility is controlled to a delta of <math><0.5</math>.

Contact your local office to verify color choices in inventory. Please request a membrane sample prior to ordering.

Tedlar® standard colors

Custom Colors Available
by Request



(top row, left to right):
Sand Stone, Misty Gray,
Salem Blue, Sky Blue

(bottom row, left to right):
Bayberry,
Desert Sand, White.



Easy to Clean

Tedlar® is stain resistant and chemically inert, so it can be completely cleaned with a cleaning agent, even when exposed to stubborn stains such as spray paint or caulking compound.

Stain resistant and non-sticky

Tedlar® film resists all types of dirt, including bird droppings, water marks, paint, cooking fumes, grease, dust, acid rain and more.

Chemically inert

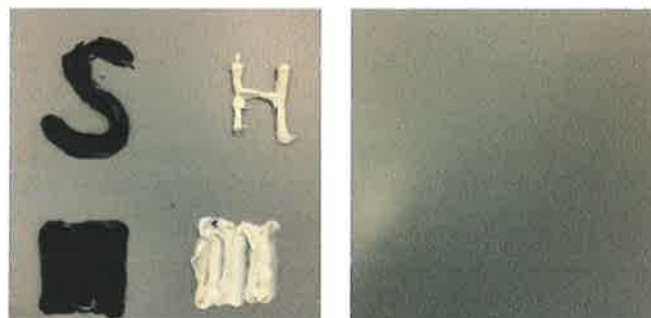
Tedlar® film can stand up to a wide variety of detergents and strong solvents to remove stains such as asphalt, tar, grease, paint or caulking compound. Fabric with Tedlar® resists attack from graffiti removers, allowing for easy and safe cleaning.

Self-cleaning

Contaminants can be easily washed away by rain water, keeping the building's appearance fresh and new, and reducing cleaning and maintenance costs.

Caulking compound and solvent cleaning test

Paint and caulk applied to Tedlar® film, before and after cleaning.





Architectural Fabrics with Tedlar® PVF Film

Choose the Right Material for Your Structure

When looking at the long-term performance of your structure, the initial design criteria for architectural fabric structures is critical. To ensure the performance of the structure, you must give consideration to tensile strength, flame resistance, weight, coating adhesion, type of coating and top finish.

UV light, acid rain and other environmental elements can affect the performance of your structure. These elements can degrade

the coating and top finish, resulting in exposure of the base cloth. A properly engineered architectural fabric will be designed to protect from the damage caused by these elements. That's where the top finish comes in.

In addition to providing another layer of protection, a top finish improves the cleanability of your structure. Unlike standard top finishes, Tedlar® provides color stability and exceptional protection of the architectural-coated fabric.

Sprung's Dupont TEDLAR® Coated Membrane:

Simply the Longest-Lasting Fabric of its Type in the World

- Coating guards against UV and airborne contaminants and dramatically extends the membrane life
- Weighs approximately 24 oz. per square yard
- Has a clean bright look, offering an ideal background for graphic treatments
- Available in a large selection of colors (custom colors available)
- 25-year pro-rata guarantee

www.sprung.com



Salt Lake City Campus
Sprung Instant Structures, Inc.
5711 West Dannon Way
West Jordan, UT, United States 84081
Toll Free: 1.800.528.9899
Phone: 1.801.280.1555 | Email: info@sprung.com

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Toll Free: 1.800.528.9899
Phone: 1.403.601.2292 | Email: info@sprung.com

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Phone: 971508312274

Sprung Instant Structures E.C.
Office 45 Building 225, Road 28, Block 328
Siqqayyah Manama 999, Bahrain BH 26105
Phone: 9 733 951 1127 | Email: uae@sprung.com





County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: June 1, 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 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:

Darcy Ellis	Created/Initiated - 5/25/2021
Sally Faircloth	Approved - 5/25/2021
Breanne Nelums	Approved - 5/25/2021
Marshall Rudolph	Approved - 5/25/2021
Amy Shepherd	Approved - 5/25/2021
Michael Errante	Final Approval - 5/25/2021

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 sfairecloth@inyocounty.us or (760)-878-0202



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Sally Faircloth

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

RECOMMENDED ACTION:

Request Board: A) declare Wulfenstein Construction Co., Inc. of Pahrump, NV the successful bidder for 300 Tons of Plant Mixed Asphalt per Bid No. RD21-05; and B) authorize the purchase of 300 Tons of Plant Mixed Asphalt from Wulfenstein Construction Co., Inc of Pahrump, NV in an amount not to exceed \$38,358.93.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids from suppliers of Plant Mixed Asphalt in April 2021 to stockpile needed materials for the FY20/21 paving season. In the bid opening on May 17th, an internal error caused one bid that was submitted on time, to not be acknowledged.

The bid was: Wulfenstein Construction Co., Inc. -- \$36,043.00 plus additional amount that was excluded on bid for Inyo County Sales Tax at 7.75% of \$2,315.93 for a Grand Total amount of \$38,358.93.

The Road Department has reviewed the bids for responsiveness. The Road Department is recommending your Board authorizes the purchase of 300 Tons of Cold Mix Asphalt from Wulfenstein Construction Co., Inc of Pahrump, NV. The total expense, including applicable taxes is not to exceed \$38,358.93.

The Road Department has sufficient funds to purchase this additional material, and will be combined with the Bowman Asphalt for road overlays in the Tecopa/Shoshone area.

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, the materials will be used to perform necessary road maintenance projects. The supplier is a valuable asset to the County, and responsive past bidder. This action will continue this relationship and the additional material will be used to the public's benefit.

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. RD2021-05 Bid Tab
2. Wulfenstein Bid

APPROVALS:

Sally Faircloth	Created/Initiated - 5/25/2021
Darcy Ellis	Approved - 5/25/2021
Sally Faircloth	Approved - 5/25/2021
Breanne Nelums	Approved - 5/25/2021
Marshall Rudolph	Approved - 5/25/2021
Amy Shepherd	Approved - 5/25/2021
Michael Errante	Final Approval - 5/25/2021

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					59,971. ⁵⁰	
3.	Mulfenstein Constructi					36,043.00 (tax not included)	
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Denelle Carrington

Present: Moucaim
Darry



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.

**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	\$99.61
2	Delivery to Furnace Creek Road/Tecopa Table, CA	300	Ton	\$20.53

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	\$29,883.00
Sales Tax (7.75%)	see exception below
Shipping Charge	\$6,160.00
Total	\$36,043.00

Total of Base Bid: Thirty six Thousand and forty three dollars

Bid prices will remain valid and in effect through 6-30-21

Indicate any exception to the bid:
Buyer to pay all California Taxes

END OF BID PACKAGE



This bid was received on May 13, 2021
at 11:32 a.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Jared Sparks

SUBJECT: Declare Victorville Motors a sole source provider and authorize the purchase of a 2021 Jeep Wrangler Unlimited Rubicon vehicle.

RECOMMENDED ACTION:

Request Board: A) declare Victorville Motors of Victorville, CA a sole source provider and; B) authorize the purchase of a 2021 Jeep Wrangler Unlimited Rubicon from Victorville Motors of Victorville, CA, in an amount not to exceed \$52,630.79.

SUMMARY/JUSTIFICATION:

The Sheriff's Office applied for a grant from the State Parks for the OHV program in which a high-clearance four-wheel drive vehicle was requested. Specifically, a Jeep Rubicon was uniquely spec'd in the grant request. At the time, there was a Jeep dealer in Bishop. The grant was approved including funding for the Jeep. However, there is no longer a Jeep dealership in Bishop. We reached out to the grant administrator to attempt to change the high-clearance vehicle to something sold locally, however, we're unable to change it. The Sheriff's Office is in a position where we can purchase the Jeep with grant funding or the County will have to return the funding to the State.

Your Board previously approved this OHV grant in the 20/21 fiscal budget. Your Board approved putting the Jeep out to bid on 04/06/21.

The Jeep was put out to bid two times and the County did not receive a bid. On contacting the several of the vendors we had been working with leading up to this bid, they said both times the County never notified them of the bid being the reason they did not respond.

The County is closing purchasing for the FY 20/21 and the OHV grant is nearing purchasing deadline.

We contacted Victorville Motors, Victorville, CA, who was the only dealer in the area that had a Jeep Wrangler Rubicon in-stock spec'd as needed for the OHV program and almost as originally put out to bid. Victorville Motors is holding the specific Jeep for the County pending your Board's approval.

As such, I am requesting your Board declare Victorville Motors, Victorville, CA, a sole source provider for the one time purchase of this Jeep vehicle and authorize the purchase of one (1) 2021 Jeep Wrangler Unlimited vehicle from Victorville Motors of Victorville, CA, in an amount not to exceed, \$52,630.79.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not to authorize the sole source and authorize the purchase. The result would be the Sheriff's Office not being able to purchase the pre-funded special purpose vehicle and the County would have to return the funding to the State.

OTHER AGENCY INVOLVEMENT:

Purchasing
Auditor's Office
Personnel
County Counsel
Motor Pool

FINANCING:

Financing for this purchase is included in the Off Hwy Vehicle Grant 20-21 budget number 623520 Vehicles object code number 5655. The Sheriff's Office was awarded \$65,543.00 for the FY2020-2021. The grant funds awarded are specifically for the Jeep Rubicon specified in the grant request. Any unspent grant funding must be returned to the State at the end of the grant cycle. No general funds will be used for this purchase.

ATTACHMENTS:

1. Invoice/Window Sticker for Jeep

APPROVALS:

Jared Sparks	Created/Initiated - 5/25/2021
Jared Sparks	Approved - 5/25/2021
Darcy Ellis	Approved - 5/25/2021
Jared Sparks	Approved - 5/25/2021
Denelle Carrington	Approved - 5/25/2021
Marshall Rudolph	Approved - 5/25/2021
Amy Shepherd	Final Approval - 5/27/2021

Prepared For:
Inyo County Sherriff department

Prepared By:
Gary Hornsby
Ram Truck Center
15706 Valley Park Lane
Victorville, CA 92394
Phone: 909-437-4645

Prepared On: 05/20/2021

Invoice 2021555

2021 Jeep Wrangler Unlimited Rubicon

Vehicle	<u>Dealer Price</u>	<u>Sale Price</u>
2021 Jeep Wrangler Rubicon Vin# 1C4HJXFN3MW696611	\$49,570	\$47,980

Upfits, Add-ons	<u>Retail</u>	<u>Sale Price</u>
N/A		

Available Rebates		<u>Rebates</u>
N/A		

Sub Total	\$49,570	\$47,980
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Tax, Title, and Doc Fees,		\$4,650.79
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TOTALS		\$52,630.79
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Notes: Guest paying taxes only, County vehicle need to do exempt plates

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Vehicle(s) listed subject to prior sale. Estimate good for 30 days. Rebates from factory are subject to change without notice.

2021 MODEL YEAR

Jeep WRANGLER UNLIMITED RUBICON 4X4

For more information visit: www.jeep.com
or call 1-877-IAM-JEEP

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$42,800**

JEOP WRANGLER UNLIMITED RUBICON
Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Premium Cloth Low-Back Bucket Seats
Engine: 2.0L I4 DOHC Di Turbo Engine with Start Stop
Transmission: 8-Speed Automatic 850RE Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
Jeep Wave Membership (Retail Sales/50 States Only)
Hood with Air Vents
Off-Road Plus Mode
Selectable Tire-Fill Alert
ParkView® Rear Back-Up Camera
4:1 Rock-Trac® Heavy-Duty Part-Time 4WD System
Tru-Lok® Front and Rear Axles
Front Disconnecting Stabilizer Bar
Rock-Protection Sill Rails
Heavy-Duty 4-Wheel Disc Anti-Lock Brakes
Electronic Stability Control
Electronic Roll Mitigation
Trailer Sway Damping
Hill-Start Assist
Traction Control
Remote Keyless-Entry
Universal Garage-Door Opener

INTERIOR FEATURES
Uconnect® 4 with 7-Inch Display
Cluster 7.0-Inch TFT Color Display
Apple CarPlay®
Google Android Auto™
Media Hub with 2 Charge-Only USB Ports
Integrated Voice Command with Bluetooth®
Ambient LED Interior Lighting
115-Volt Auxiliary Power-Outlet
12-Volt Rear Auxiliary Power Outlet
Power Front Windows with 1-Touch Down
Air Conditioning with Automatic Temperature Control
Speed-Sensitive Power-Locks
Leather-Wrapped Steering Wheel
Steering-Wheel-Mounted Audio Controls
Rear 60 / 40 Folding Seat

EXTERIOR FEATURES
Black Sunrider® Soft Top
17-Inch x 7.5-Inch Machined Whls with Black Pockets
Full-Size Spare Tire
Red Tow-Hooks
2-Front and 1-Rear Tow Hooks

Power-Heated Mirrors
Front Fog Lamps
Automatic Headlamps
Headlamps with Turn-Off Time Delay
Black Fuel-Filler Door
Tinted Windshield Glass
Black Exterior Mirrors
SiriusXM® with 6-Month Radio Sub Call 800-643-2112
Advanced Multistage Front Air Bags
Supplemental Front Seat-Mounted Side Air Bags

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Customer Preferred Package Z2R
Hardtop Headliner by Mopar® \$525
All-Weather Floor Mats by Mopar® \$165
8-Speed Automatic 850RE Transmission
Select-Speed® Control \$1,500
Black 3-Piece Hard Top \$1,495
Freedom Panel Storage Bag
Rear Window Defroster
Rear Window Wiper / Washer
No Soft Top

Destination Charge **\$1,495**

TOTAL PRICE: * **\$47,980**

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY

EPA DOT

Fuel Economy and Environment



Gasoline Vehicle

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models.
22 MPG combined city/hwy
21 city 24 highway
4.5 gallons per 100 miles
Small SUV 4WD range from 16 to 120 MPGe. The best vehicle rates 141 MPGe.

You spend **\$1,750** in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **\$1,850**

Fuel Economy & Greenhouse Gas Rating (tailpipe only) **4** (Best 10)
Smog Rating (tailpipe only) **5** (Best 10)

This vehicle emits 404 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost \$7,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.70 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

Smartphone QR Code



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score **Not Rated**

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver Passenger	★★★★
---------------	------------------	------

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat Rear seat	Not Rated Not Rated
------------	----------------------	---------------------

Based on the risk of injury in a side impact.

Rollover	★★★★
----------	------

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 60%

MAJOR SOURCES OF FOREIGN PARTS CONTENT:
MEXICO : 20%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
TOLEDO, OHIO, U.S.A.

COUNTRY OF ORIGIN:
ENGINE: ITALY
TRANSMISSION: UNITED STATES



VEHICLE PROTECTION
A PRODUCT OF FCA US LLC

Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

Assembly Point/Port of Entry: TOLEDO, OHIO, U.S.A. VIN: 1C4-HJXFN1MW-696611



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Sue Dishion

SUBJECT: Approval of Memorandum Of Understanding between the County of Inyo and the Inyo County Employees Association

RECOMMENDED ACTION:

Request Board approve the July 1, 2021 - June 30, 2024 Memorandum of Understanding between the County of the Inyo and the Inyo County Employees Association (ICEA) and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Your Board has given direction regarding negotiations on the current contract with the Inyo County Employees Association (ICEA). At this time, negotiations have concluded successfully with all parties agreeing on the Memorandum of Understanding.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Memorandum of Understanding and direct staff to re-negotiate the terms with ICEA.

OTHER AGENCY INVOLVEMENT:

ICEA

FINANCING:

Funding for this new MOU will be included in the Fiscal Year 2021-2022 Departmental Requested Budgets.

ATTACHMENTS:

1. Inyo County Employees Association MOU 2021-2024
2. Attachment A - Exempt Positions
3. Attachment B - ICEA Represented Positions
4. Attachment C - Shift Schedule
5. Attachment D - Salary Schedules

6. Attachment E - Tuition Assistance Program
7. Attachment F - Performance Evaluation
8. Attachment G - Inyo County Application

APPROVALS:

Darcy Ellis
Marshall Rudolph
Sue Dishion

Created/Initiated - 5/27/2021
Approved - 5/27/2021
Final Approval - 5/27/2021



**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF INYO
AND
THE INYO COUNTY EMPLOYEES ASSOCIATION
(AFSCME LOCAL 315)
2021-2024**

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ARTICLE 1 - RECOGNITION

The County of Inyo (hereinafter called the "County") recognizes the Inyo County Employees Association (hereinafter called the "Association" or "Union"), American Federation of State County and Municipal Employees Local 315 as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Miliias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

ARTICLE 2 - EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS

This Agreement supersedes all prior Memoranda of Understanding between the County and the Association and Resolutions approving such prior Memoranda of Understanding.

ARTICLE 3 - NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected union activities, or to refrain from joining or participating in protected union activities, in accordance with Government Code sections 3500 to 3511. Notwithstanding the definition of a grievance in Article 21, this section creates a basis upon which a grievance may be filed. If an employee or the Union elects to utilize the grievance process to address allegations of the County violating this Section, it shall be the exclusive process available. The election of the grievance process is irrevocable.

Section 2. The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation, whistleblower status, or on any other basis in violation of applicable federal, state, or municipal law(s). The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement to be in compliance with state or federal anti-discrimination laws. This section does not create a basis upon which an employee may file a grievance.

Section 3. Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

ARTICLE 4 - WORKDAY AND WORKWEEK

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday).

- A. Full-time permanent employees on either a seven (7) or eight (8) hour daily work schedule will work five (5) consecutive days, with two (2) consecutive days off. Any seven (7) hour per day position which becomes vacant shall be filled on an eight (8) hour per day basis. All future promotions and transfer of incumbent County employees shall be at with (8) hours per day.
- B. Employees may be assigned, and employees may request their Department Head recommend to the CAO, to work an alternative work schedule. This shall consist of a weekly work-week schedule consisting of no more than forty (40) work hours during the County designated workweek, as applicable, which may be at hours other than traditionally scheduled for the assigned shift. Such alternative work schedules may include a 4-10 (consecutive work days unless otherwise agreed to by the employee), 9-80, or other schedule approved by the County Administrative Officer, in his/her sole discretion. A denial of a Department Head's recommendation for an employee request shall be explained in writing.
- C. The County Administrative Officer may in his/her discretion based upon recommendation from a Department Head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.
- D. Temporary Alternative Scheduling During Public Health Crises and Community Emergencies (defined as local, state, or federally declared public health or community emergency).

The County and the Union affirm the importance and urgency of the County's mission to provide public services in the context of public health crises and community emergencies.

The County and Union shall continue to work together to ensure employees that are directly affected have the flexibility to address personal matters arising from such crises, in order that such needs not be in conflict with the provision of services.

Employees shall address temporary requests for flexible schedules to their Supervisor. Permanent requests shall be made in accordance with Section B.

As such crises dissipate, the parties agree to work together to develop a safe, supportive, and effective plan for return to the standard workplace environment.

ARTICLE 5 - OVERTIME AND COMPENSATORY TIME - FULL-TIME PERMANENT

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full-time nonexempt employees at the pay rate of time and one-half (1.5) for all overtime hours worked. Time and one-half (1.5) compensation shall be paid after thirty-five (35) hours worked for those non-exempt full-time employees scheduled on a thirty-five (35) hour week. Time and one-half (1.5) compensation will be paid after forty (40) hours worked for those full-time non-exempt

employees scheduled on a forty (40) hour work week. Non-exempt full-time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1.5) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

- A. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.
- B. Overtime may be converted to compensatory time off at the rate of time and one-half (1.5). The compensatory time may be banked as provided in paragraph E. below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
- C. Attachment A to this Agreement is a list of those positions exempt from overtime and compensatory time under FLSA. Positions on this list may be added to or deleted from in accordance with the definitions of the FLSA. If issues of dispute arise between the County and Association, a letter of ruling will be sought from the U.S. Department of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
- D. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.
- E. County will allow non-exempt full-time employees to carry forty (40) hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1.5) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

ARTICLE 6 - STANDBY AND CALL-OUT COMPENSATION

- A. Stand-by Compensation. Employees requested by the department head to serve in an after-hours response capacity will receive \$75.00 for performing standby duties on each regularly scheduled day and \$120.00 for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- B. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half (1.5). If the time worked is less than two (2) hours, the employee will receive two (2) hours compensation minimum at the rate of time and one-half (1.5). Provided, however, if the employee is not required to leave the location at which they would otherwise remain (e.g. the employee takes a call at home, and/or

makes calls from home) then the employee will receive time and one-half (1.5) for the actual hours (calculated in fifteen [15] minute increments) worked. If the time worked is more than two (2) hours, the employee will receive time and one-half (1.5) for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two (2) call-out instances per twelve (12)-hour period. Any call-out instance after the first two (2) in a twelve (12)-hour period will be paid at normal overtime rates.

- C. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee that they may be needed, but not formally placing the employee on standby.
- D. Meet to Consider Alternatives. Prior to implementing changes to on-call procedures, upon request by the Union, the parties shall meet within 7 days of notification in order to consider alternatives. Such request shall be sent to the labor management committee to discuss and come up with an agreement.

ARTICLE 7 - SALARIES

- A. Salaries: All salaries shall be adjusted annually on the first pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March to March change of the BLS (Bureau of Labor Statistics) Riverside -San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.
- B. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:
 - 10 years – 2%
 - 15 years – 2%
 - 20 years – 2%
 - 25 years - 2%

Employee will receive longevity on the anniversary date when eligible.

- C. Bilingual Pay: The County will provide four tiers of bilingual compensation based on the degree of fluency needed by the Department and demonstrated by an eligible Employee, as follows:
 - Tier I – Those who can communicate with the public = 2% of their base rate of pay.
 - Tier II – Those who interview and interrogate = 3% of their base rate of pay.
 - Tier III – Those who speak, read, and write = 5% of their base rate of pay.

- Tier IV – Those who are certified interpreters = 7.5% of their base rate of pay.

The County shall determine its need for bilingual communication skills including which positions qualify for pay under this section. The County may also require testing of bilingual fluency as it deems necessary or desirable, as a prerequisite to being eligible for bilingual pay.

GRANDFATHERING PROVISION: This version of section C of Article 7 shall take effect on the first pay period after July 1, 2021 and apply prospectively to any Employee who was not already receiving bilingual pay as of that date under the previous version of Section C (which provided a flat 5% rate for bilingual skills); any Employee who was already receiving such bilingual pay as of that date shall continue to receive such pay until such time (if ever) as they may leave the department and/or position in which they were receiving that pay, or if and when they may qualify for any Tier IV level of fluency that the County determines it needs for their position, at which point this version of Section C shall then apply to them.

- D. Shift Differential: Employees working swing shifts (as designated by their Department Head) shall receive a shift differential of two percent (2%). Those working graveyard shifts (as designated by their Department Head) shall receive a shift differential of four percent (4%). Shifts subject to this subsection are attached to this MOU as Attachment C.
- E. Bi-Weekly Pay Period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).
- F. Equity Adjustments: In addition to being adjusted by COLA, the following Series which are below market shall be brought to full market as follows:
 On the first pay period after July 1, 2021, up to 5% per title, on the first pay period after July 1, 2022 the remaining equity adjustment.

Addictions Counselor	5%
Deputy District Attorney	6%
Heavy Equipment Mechanic	6%
Librarian	7%
Network Analyst/Programmer Analyst	7%
Operations Manager, Tecopa	10%
Program Manager	5%
Deputy Public Administrator/Public Guardian	5%
Victim Witness Coordinator	7%
Dispatcher	3%
- G. Career Ladder Adjustments: The following new Career Ladders shall be effective the first pay period after July 1, 2021. Employees with positions on this list who meet the qualifications will automatically move to a 2 at that time. Employees with positions on this list who have 20 years of service will be automatically moved to the top step of their career ladder.

Prevention Specialist 1, 2, 3 Ranges 60, 63, 66
Gate Attendant 1, 2 Ranges 50, 52
Civil Officer and Evidence Tech 1, 2, 3 Ranges 64, 67, 70
Residential Caregiver 1, 2, 3 Ranges 53, 57, 60
PSA 1, 2, 3 Ranges 42, 44, 50.

- H. Part Time Employee Wages: Effective the first pay period after July 1, 2021, Part Time Employees shall be compensated in the same range as Full Time Employees, and the Part Time specific range in Appendix D. shall be eliminated.

ARTICLE 8 - PART-TIME BENEFITS

Section 1. The County will provide the following benefits at the following levels for the following classifications of part-time employees:

A-Par Employees

- A. Part-time, Non-benefited, Merit System Employees:
1. Defined as employees working between 1 to 19.99 hours per week;
 2. Hired through County recruitment process;
 3. Appeal rights under Article XII, Disciplinary Actions and Appeals Procedures, of the Personnel Rules, shall be limited to an appeal to the County Administrative Officer, whose decision shall be final and binding; such employees shall not be entitled to appeal any disciplinary matters to the Hearing Officer or any other higher authority;
 4. Any hours worked in excess of forty (40) during the two (2) week pay period will be paid at time and one half (1.5);
 5. Longevity Pay: Longevity pay for A-Par employees at two percent (2%) to be paid after ten (10) years of service at the pay step and category at the time of attainment of ten (10) years (not based upon the beginning pay at the time of hire). Additional two percent (2%) after each additional five (5) years of service, equal to four percent (4%) at fifteen (15) years, six percent (6%) at twenty (20) years, eight percent (8%) at twenty-five (25) years. If an A-Par employee moves to a miscellaneous full-time category, the initial hire date is used to calculate the longevity accrual;
 6. Flex Days: Employees will receive ten (10) hours of flex days per fiscal year – does not accrue;
 7. Holiday Pay: Holiday pay shall be paid at the rate of time and one-half (1.5) to A-Par employees for working on recognized County Holidays scheduled and

authorized by their department heads and according to the Holiday Policy Section 10.16 (f) page 62 of the Personnel Rules or any other classification that works on a county recognized holiday:

- (a) Employees in this category will not receive holiday pay for county recognized holidays not worked;
- 8. Short-Term Disability Benefit: Employees in this category may opt into the County's Short-Term Disability program at their own expense through payroll deduction;
- 9. Such employees shall not receive any other benefits, including but not limited to those benefits provided for in Articles 9, 10, 11, 16, 17, 18, 20 or 33 of this Agreement or any other insurance, leave, or other benefits provided by the County to any other employees.

B-Par Employees

B. Part-time, Benefited, No PERS Retirement, Merit System Employees:

- 1. Defined as employees working between 20.00 to 29.99 hours per week;
- 2. Employees hired through the County recruitment process;
- 3. Merit System employees with full appellate rights under the Personnel Rules;
- 4. Employees shall be hourly employees and shall not receive any benefits provided for in Article 20 (PERS retirement benefits and limited payment of employee's contributions for Social Security and Medicare);
- 5. Employees shall receive the following benefits:
 - (a) The County will pay eighty percent (80%) contribution of the premium for employee only health benefits. (Employee has the option to purchase, at their own expense, dependent coverage);
 - (b) Dental and Vision Insurance: Employees will be allowed to opt into dental and vision insurance, premium to be paid by the employee through payroll deduction;
 - (c) Employees shall receive prorated vacation (Article 17 hereof and Personnel Rule 10.9) and sick leave (Article 16 hereof and Personnel Rule 10.10). Proration shall be determined by the number of hours worked by the employees. Employees will be allowed to participate in sick leave buy back. The buyback will be based on the budgeted position (20.00-29.99). Employee using less than five (5) days of

sick leave in a calendar year and having a minimum of ten (10) sick days on the books will be eligible to sell back up to five (5) days;

- (d) Any hours worked in excess of sixty (60) hours during the two-week pay period, will be paid at time and one half (1.5);
- (e) Longevity Pay: Longevity pay for B-Par employees to be paid at two percent (2%) after ten (10) years of service at the pay step and category at the time of attainment of ten (10) years (not based upon the beginning pay at the time of hire); additional two percent (2%) after each additional five (5) years of service, equal to four percent (4%) at fifteen (15) years, six percent (6%) at twenty (20) years, eight percent (8%) at twenty-five (25) years for B-Pars just as miscellaneous employees. If a B-Par moves to a miscellaneous category, the initial hire date is used to calculate the longevity accrual;
- (f) Flex Days: Employees will receive twenty (20) hours of flex days per fiscal year - does not accrue;
- (g) Holidays: Eleven (11) holidays per year will be paid to B-Par employees at four (4) hours per holiday. Flex hours may be used to complement hours in order to spare the use of accrued vacation time by B-Par employees for holidays when county departments are closed;
- (h) Holiday Pay: Holiday pay shall be paid at the rate of time and one half (1.5) to B-Par employees for working on recognized County Holiday scheduled and authorized by their department heads and according to the Holiday Policy Section 10.16 (f) page 62 of the Personnel Rules, or any other classification that works on a county recognized holiday;
- (i) Short-term Disability Insurance: Benefit for B-Par employees shall be paid by the County. County will cover the percent of base pay for all B-Par employees for the County Disability Program;
- (j) Employee moving from part-time status to full-time status will be allowed portability of vacation and sick leave accruals based on the prorated budgeted position;
- (k) Employees shall be entitled to participate in the County Flexible Benefit Program, provided for in Article 10, herein;
- (l) Employees shall be entitled to participate in the County Deferred Compensation programs, provided for in Article 12, herein;

(m) Except as specifically provided in sections (a) through (l) above, these employees shall receive no other benefits provided by the County to its other employees, including but not limited to any other insurance, leave or other benefits provided by the County to any other employees.

C-Par Employees

- C. Part-time, Prorated Benefits, Merit System Employees:
1. Defined as employees working between 30.00 to 39.99 hours per week, (as determined by the Personnel Rules and Article 4, herein);
 2. Employees hired through County recruitment process and merit system employees;
 3. Employees will have health benefits as provided by the County to full-time employees as provided in Article 9 – Insurance Benefits;
 4. Employees will have prorated dental, vision, leave and retirement benefits. Proration will be determined by the number of hours worked by the employee;
 5. A non-exempt employee will be paid overtime and be eligible for compensatory time for all hours worked in excess of forty (40) hours per week. Overtime payments and compensatory time will be provided in Article 5.

Section 2. The benefits and status provided to the employee classifications defined in Section 1, above, are subject to the following:

- A. The following are excluded from the above classifications and, therefore, not entitled to any benefits or status provided for in Section 1: Seasonal employees, temporary reserve officers, contract employees, or other workers placed through state or federal programs;
- B. In the event PERS reverses its current position concerning the validity of the County's hourly exclusion in its PERS contract, the County and Association shall meet-and-confer concerning the impact of such decision and the necessary changes to the benefits provided for in Section 1.

ARTICLE 9 - INSURANCE BENEFITS

- A. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- B. County agrees to pay eighty percent (80%) of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for twenty percent (20%) of the premium.

The maximum the County will contribute toward a different CalPERS plan other than listed above will be eighty percent (80%) of PERS Choice premium.

- C. The County will reimburse fifty percent (50%) of the annual medical deductible after the full deductible per person has been paid.
- D. County agrees to pay one hundred percent (100%) of the premium for optical insurance.
- E. County agrees to provide through Delta Dental orthodontia benefits for adults and children, fifty percent (50%) benefit schedule; \$1,200 lifetime maximum.
- F. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:
 - Eligible for employee only coverage = \$92.31 per pay period
 - Eligible for employee plus one coverage = \$184.62 per pay period
 - Eligible for family coverage = \$276.93 per pay period

ARTICLE 10 - FLEXIBLE BENEFIT PROGRAM

County will pay the monthly administration fee for each employee who participates in Flexible Benefit Program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11 - SHORT-TERM DISABILITY PROGRAM

Except as otherwise specified in Article 8, County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the applicable premium on behalf of the employee, as set forth in the County's Short-Term Disability Insurance Plan (as the same may be amended from time to time). Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer. The benefit will be as set forth in the Short Term Disability Program.

ARTICLE 12 - DEFERRED COMPENSATION

County will provide deferred compensation programs for employees.

ARTICLE 13 - CONTRACTING OUT, ADVANCE NOTICE

Contracting Out – The County agrees to address contracting-out of County Services in accordance with all applicable laws.

Advance Notice – Absent an emergency, as determined in the sole discretion of the County, the County shall provide at least one hundred twenty (120) hours advance notice to the Union prior to the Board of Supervisors formally considering at a public meeting any and all changes that affect the wages, hours, terms and conditions of employees in the represented bargaining unit as to allow time for the Union’s response and meet- and- confer if necessary. Said notice shall be sent to the ICEA and AFSCME.

Board of Supervisors Agenda – County agrees to email ICEA President and AFSCME the Board of Supervisors agenda. The entire agenda packet will be available on the County website.

ARTICLE 14 - LABOR - MANAGEMENT TEAM

A Labor-Management Team is hereby established to create a forum for Union representatives and County management personnel to discuss issues surrounding general working conditions. One Labor-Management Team Meeting shall be convened during the months of February, May, August, and November. Said meetings shall be scheduled the month prior to the meeting. An agenda shall be drafted concurrently with scheduling each meeting in order to assist the Labor-Management Team to conduct a productive meeting.

ARTICLE 15 - JOB DESCRIPTIONS

The County will post all current job descriptions on the County website on or before October 1, 2017. Within two weeks of a written employee request to the Personnel Director or his/her designee, County shall provide an employee with a copy of any job descriptions in his/her personnel file existing therein at the time of ratification of this MOU. County will maintain personnel files, including copies of previous job descriptions therein, in a manner consistent with its current practice.

ARTICLE 16 - SICK LEAVE

- A. Each full-time and B-Par employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- B. The County recognizes that the ICEA membership has created a sick leave pool for use by those members who exhaust all accrued leave (flex, vacation, sick, compensatory) due to non-industrial illness or injury. Rules governing use of the Sick Leave Bank have been established by the ICEA Sick Leave Bank Committee. A copy of those rules is available through ICEA, Personnel, or the department head. An employee may only receive a cumulative total of one hundred and sixty (160) hours from the ICEA Sick Leave Bank during any twelve-month period. Any exception to this limitation must be approved in writing by both the department head and County Administrator Officer. Prior to making their determination, the department head and County Administrator Officer shall consider a written recommendation from the ICEA board or its designee.

- C. Any employee may donate up to a maximum of ten (10) days per year of unused sick leave to the sick leave bank. Employee will have two fifteen (15)-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave bank.
- D. Any employee who separates or retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement.

ARTICLE 17 - VACATION LEAVE

The maximum amount of vacation days which may be accrued shall be thirty-five (35). There shall be no accrual in excess of thirty-five (35) days.

- A. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the thirty-five (35) day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the thirty-five (35) day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.
- B. The County Administrative Officer may approve requests for vacation in excess of twenty (20) consecutive work days based on extenuating circumstances.

ARTICLE 18 - FLEXIBLE LEAVE

The County shall grant employees thirty-five (35) hours or forty (40) hours (depending on employee's hourly status) of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County service.

An employee requesting flexible leave shall give a minimum of forty-eight (48) hours' notice to his supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

July 1- October 31..... Five (5) days
November 1 - February 28.....Three (3) days
March 1 - June 30.....One (1) day.

ARTICLE 19 - HOLIDAYS

A. Recognized Holidays. County holidays are as follows:

January 1 (New Year’s Day)
Third Monday in January (Martin Luther King Day)
Third Monday in February (President’s Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran’s Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 24 or December 31
December 25 (Christmas Day)

B. Additional Provisions. Any employee who works in a facility which operates seven (7) days a week who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for twenty (20) hours on an eight (8)-hour work day, with the exception of A-Par and B-Par employees as outlined in Article 8. If a holiday falls on the employee’s day off, payment will be made at straight time with no additional day off.

ARTICLE 20 - RETIREMENT PROVISIONS

PERS Employees hired prior to January 1, 2013 (Classic):

- A. County agrees to provide two percent (2%) at fifty-five (55) full formula PERS retirement for miscellaneous members.
- B. County agrees to pay the member’s contribution for PERS retirement, at the rate of seven percent (7%) of gross pay, less Social Security (FICA) adjustment.
- C. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- D. PERS benefit to miscellaneous employees shall consist of:

1. Final compensation to be based on highest one year's salary;
 2. Include post-retirement survivor allowance;
 3. Allow two hundred and sixty (260) days of accrued sick leave to be added to service credit;
 4. Employer Paid Member Contribution (EPMC);
 5. All other provisions as amended in the County PERS contract.
- E. New PERS members hired after January 2013 will fall under PEPRA. Employees will receive two percent (2%) @ sixty-two (62) PERS Formula and will be required to pay at least fifty percent (50%) of normal cost.

ARTICLE 21 - PERSONNEL RULES

- A. The Personnel Rules, are hereby incorporated by reference. Specific Personnel Rules revisions applicable to the Association are set forth below, and are effective upon ratification of this MOU. If a provision of the Personnel Rules is in conflict with a provision of this MOU, to the extent of such conflict, the provision of the MOU shall be controlling. Notwithstanding any other provision of this MOU, the parties agree that County may during the term of this MOU propose revisions to such rules and/or additional personnel rules, excluding those set forth below, provided that County allows an appropriate opportunity for affected employees and their bargaining units to "meet-and-confer" in compliance with the Meyers-Milias-Brown Act.

1. LEAVE WITHOUT PAY:

The following revision supersedes the existing Article X Section 10.4(b) of the Personnel Rules:

10.4(b) An employee on a leave of absence without pay shall not receive compensation or accrue sick leave, vacation, or holiday credits. County's contributions to the employee's retirement, life insurance, medical, dental, or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of a leave of absence without pay, the employee may elect to continue his or her benefits coverage at his or her own expense, with the exception of retirement and Social Security. Any employee requesting a leave of absence without pay may utilize all of his or her accrued compensatory time-off, administrative leave, and vacation time prior to the start of the leave without pay.

2. DISCIPLINARY ACTION GUIDELINES:

Ordinarily, the County will use progressive discipline in correcting the behavior of a worker. The intent of progressive discipline is to be corrective in nature and allows for a worker to correct behavior. However, the circumstances of each case dictates the appropriate disciplinary response and the county reserves the right to skip one or all levels of discipline in appropriate circumstances. The facts and circumstances of the specific act, misconduct or performance deficiency, together with the employee's performance history, and the harm to public service, will be reviewed to determine the appropriate level of disciplinary action to be imposed. In general, this policy contemplates a two-tier approach when determining the level of appropriate discipline. Examples of this policy include, but are not limited to, the following:

- a. The types of misconduct and poor performance that will usually result in an oral reprimand or written reprimand include limited incidents of tardiness and poor performance, minor acts of neglect of duty, incompetence, and violations of rules or policies that will be corrected by a reasonable level of discipline and supervision.
- b. The types of misconduct and poor performance that will usually result in suspension or termination will include any instance of insubordination, violence, harassment, discrimination, theft, violation of a felony or any crime of moral turpitude, repeated poor performance or misconduct following any written reprimand, performance violation, performance improvement plan or corrective action plan, repeated acts of insubordination, neglect of duty, incompetence, or violation of any rule, law, or policy that may cause a risk or harm to any person.

3. DISCIPLINE APPEALS:

Article XII of the County's Personnel Rules and Regulations, entitled "Disciplinary Actions and Appeals Procedures," contains a detailed description of the procedures applicable to employee discipline including employee rights to due process through the "Skelly" procedure for proposed discipline and the appeals procedure for imposed discipline.

Selection of Arbitrator (as a Hearing Officer for disciplinary appeals under Article XII) within 30 days of the date the grievant files a notice of appeal, the County and the employee, or if the employee is represented, the employee's representative, shall attempt to mutually agree on an experienced impartial Arbitrator to preside over the hearing. The parties may extend this date by mutual consent. If the parties are unable to identify a mutually acceptable Arbitrator, they will request a list of seven (7) experienced Arbitrators from the State Mediation and Conciliation Service (SMCS) or similar source agreed upon by the parties and select an Arbitrator via an alternate strike method. The party to strike the first name will be determined either by mutual agreement or by a random method such as coin toss. If

the remaining individual on the list is unavailable to hear the matter, the parties may mutually agree to use the second remaining name on the list or will otherwise request a new list from SMCS. This provision shall also apply to the grievance process to the extent consistent therewith.

Re-Opener: In the event that ICEA becomes an “agency shop” the Union agrees to reopen the MOU upon the County’s request to provide for a new process regarding the manner in which disciplinary appeals are pursued.

4. GRIEVANCE

The following revisions supersede the existing Article XIII Sections 13.1(a) and (b) of the Personnel Rules:

13.1(a) Grievance. A grievance is a written allegation by a grievant, submitted by an employee or group of employees within forty five (45) days of the act or omission at issue, claiming violation of, or misapplication of, the specific expressed terms of a memorandum of understanding or rules or regulations governing the personnel practices or working conditions of employees and for which there is no other specific method of review provided by State or Federal law or by County ordinance or rules. All grievances must be signed by the employee or each employee of a group on whose behalf the grievance is submitted. The grievance must be submitted and pursued as set forth below.

13.1(b) Grievant. For all grievance procedures up to the level of arbitration, a grievant is an employee in the County Service (probationary or permanent), group of such employees, or the majority representative of a bargaining unit, adversely affected by an act or omission of the County. For all grievance procedures at the level of arbitration, the grievant is the Association. The Association is the exclusive representative of the employees subject to the INYO-ICEA MOU, with the sole right to appeal to arbitration Grievances that are eligible for such appeals. The Association may adopt internal policies and procedures to determine whether or not to elevate a Grievance to arbitration. All fees and expenses of the Arbitration shall be evenly split by the parties. Either the County or the Association may call any employee as a witness to the proceeding and the employee shall be considered to be working for such time. If called by the Union, the Union will reimburse the County for that time.

5. INTERNAL PROMOTIONS

Employees who accept an internal promotion but request to be reinstated in their previous position during the applicable probationary period for their new position, and/or who do not pass probation in the new position for reasons other than misconduct rising to a level of disciplinary action, shall be offered a reinstatement to their previous position so long as it remains vacant. If the employee’s previous position is filled, an employee may request re-assignment to a similar position for which they are qualified during the applicable probationary period for their new

position. If a vacancy for a similar position for which the employee is qualified is in the department from which the employee promoted, the re-assignment shall be approved. If the vacancy is in another department, the Department Head has the discretion to make an offer to the employee. The eligibility of individuals on the reinstatement and re-employment list shall extend for a period of one (1) year from the date of reinstatement/re-assignment request as set forth in Personnel Rule Section 11.1(e) and a reinstatement of benefits as set forth in Personnel Rule Section 11.1(f).

6. RECRUITMENT

In addition to the preference set forth in Personnel Rule Section 6.4, the County shall give preference to competing internal candidates based on the total time any such employee has been employed by the County. In other words, a County employee who has been employed by the County for a total of five (5) years, regardless of any breaks in employment, shall have preference over another internal candidate who has four (4) years of total employment with the County, even if said four (4) years are continuous.

The parties recognize that potential ambiguities exist in the second sentence of Personnel Rule 6.4, which reads as follows: “While recognizing the need to recruit from a pool of persons both inside and outside County employment at all levels, the policy of the County is to transfer and promote persons already employed by the County when their qualifications, training, work performance and work experience are determined to be comparable to other applicants.”

In applying this language of 6.4 to future recruitments, the parties agree that:

- The County will evaluate applicants’ qualifications, training, and work experience at the initial application screening stage. Any applicant (including an existing County employee) who doesn’t meet minimum qualifications or properly complete the County’s standard application form will not be interviewed or further considered for the position. The County shall clearly inform all applicants that a resume will not be considered as part of the initial screening. The County will also use its best efforts to improve the features and usability of the County’s online application form (a project that is already in the works). And the County has recently revised its paper application form in a manner acceptable to ICEA (see Attachment G).
- The County will evaluate applicants’ work training and experience and other relevant qualities at the interview stage.
- All applicants who are interviewed will be scored using the County’s standard Interview Rating Form, an example of which is attached hereto along with the instructions to interview panel members for using the form (Attachment G). The Interview Rating Form provides scoring bands for overall ratings (e.g., an overall rating of ninety (90) to one hundred (100) points is “outstanding;” and

an overall rating of eighty (80) to eighty-nine (89) points is “above satisfactory”). Note: the foregoing shall not prevent the County from exercising its management rights to modify the Interview Rating Form, including the scoring criteria, as it deems appropriate, provided such changes are consistent with Rule 6.4.

- Applicants with overall ratings in the same scoring band will be considered “comparable” for purposes of Rule 6.4. Thus, an applicant who is already employed by the County and has an overall rating of ninety (90) will be considered comparable to an applicant who is not already employed by the County and has an overall rating of ninety-eight (98), because both applicants’ overall ratings are in the same “outstanding” scoring band.

7. CAREER LADDER

Career Ladder is a term used to define movement through a job series without posting of the position (e.g. Office Clerk I, II, III) as the employee acquires additional skills, responsibilities and experience. Career ladder advancements do not require a vacant position. Job titles or positions within a job series constitute distinct classifications.

Due to the nature of some classifications, various County positions have been assigned career ladders through the classification plan. These progressions are part of a job series and identified in the applicable job descriptions. Each rung on the career ladder represents a distinct classification.

- Advancement from a I to II
 - Employee who meets the minimum requirements for the II level, and who also receives a rating of “satisfactory” (employee must receive a three (3) [meets] or higher in every individual rating criteria) on the first annual evaluation report will advance to level II.

The County shall modify the Library Specialist and Librarian Series so that the minimum qualifications to move to a II in both series is one (1) year at the I level (educational substitutions stay the same).

The County shall modify the Animal Control Officer Series from promotional Animal Control Officer and Senior to career ladder Animal Control Officer I and II.

- Advancement from a II to III and III to IV

Employee must meet the minimum qualifications for the next level in the career ladder.

- Employee must receive a minimum overall rating of “Meets Expectations” in all categories on their most recent annual performance evaluation report.

Should the employee meet expectations in every category in their current position, the Department shall conduct a skills assessment based on the minimum qualifications of the next position on the ladder to determine whether the employee is eligible to move to the next level. This assessment shall be shared with the employee. Should the employee not be ready, they shall be eligible for assessment again at their next evaluation.

Department Head must provide written documentation that moving the employee to the higher level will benefit the efficiency and functioning of the Department. A copy of the document must be signed by the Department Head and employee, and transmitted to Personnel with the request for inclusion in the employee’s personnel file.

8. OUT OF CLASSIFICATION

The County may authorize and appoint an employee(s) to be assigned to a higher classification for a limited time period in order to meet a specified business need. Compensation for such work shall be in accordance with Article 4.8 of the County Personnel Rules. This most frequently occurs when a temporary assignment is needed to fill a vacancy for a short-term basis. In order to ensure that the selection is based upon objective standards and to reduce or eliminate the perception of favoritism, the parties agree that the following process will be followed:

1. Management will provide notification to a work group or division of the need for an employee(s) to work in an out-of-class status and invite employees to submit their name for consideration. If the position requires certain licensure or it is required that the person meet the minimum qualifications to work in an out-of-class status (e.g. a Merit Systems position), this information will be provided with the notification.
2. Ensure that notification includes specificity as to what types of skill sets and/or experience are desired. For example, strong technical skills, experience supervising, interpersonal skills, Class B license...
3. If more than one person expresses interest in working in the out-of-class status, the Department, with the concurrence of Personnel, will set up an internal selection process. Selection criteria may include, but not be limited to nor require, an interview; a technical skill screening examination; a review of performance evaluations and work experience, including a review of disciplinary history, and, in the event of equally qualified candidates, seniority.

If the County determines that the business needs are best served by more than one employee, the County is not precluded from having more than one employee work in an out-of-class status.

4. If only one candidate meets the criteria to work in an out-of-class status or if only one person expresses interest, the Department will proceed as identified in by the Personnel Rules.

In the event that no employee is deemed qualified for any reason to work out-of-class in the higher position, the Department reserves the right to reassign duties to other similar or higher classified employees as an alternative to assigning someone to work out-of-class.

9. LAYOFF AND REDUCTIONS IN FORCE

If a position is abolished because of administrative reorganization or lack of appropriation, as determined by the Board upon recommendation from the County Administrator and Department Head, employees shall be laid off as provided in these Rules.

A. Procedure.

1.

- The department head shall notify the employee(s) of the layoff at least thirty (30) days before the effective date of the layoff. If any such employee has regular status, the Personnel Director shall make a reasonable effort to certify him or her as being qualified for other employment within the County.
- The County shall also notify the Union at least thirty (30) days before the effective date of the layoff.
- Upon request by the Union, the parties shall meet within 7 days of notification in order to consider alternatives to layoff; provided, however, that the parties shall not be required to continue meeting until they either reach agreement or impasse and any time spent meeting shall not have the effect of delaying or postponing the effective date of the layoff.
- The County shall also notify the Union at least thirty (30) days before the effective date of the layoff.

2. Layoffs shall be made by department and by classification. The department head shall recommend to the Board the classification(s) from which layoffs are to be made, and the number of employees to be laid off. The Board shall approve, disapprove or modify such recommendations. Layoffs shall be made in the following order of

categories: 1. Temporary and provisional employees in such classification; 2. Probationary employees in such classification; 3. Regular employees within such classification, with a less than satisfactory performance evaluation; 4. Regular employees in such classification, having satisfactory or satisfactory but improvement needed evaluations.

3. Within each category of layoff priority, layoffs shall be on a County seniority basis within the classification; that is, the employee with the least County seniority in the classification from which layoffs are to be made shall be laid off first.. Whenever two (2) or more employees have identical County seniority the order of layoff will be determined by departmental seniority in the classification.

B. Transfer and bumping in lieu of layoff:

1. Whenever there is a reduction in work force the department head shall offer to transfer any regular employee to be laid off to a departmental vacancy, if any, in another class for which the employee is qualified.
2. If no vacancy is available within the department, the Personnel Director shall also make a reasonable effort to certify the employee as being qualified for other employment with the County.

Whenever two (2) or more employees have identical classification seniority in the department, the order of layoff will be determined by the department head.

3. If no acceptable vacancy exists for which the employee is qualified, the employee may displace an employee with lesser County seniority in a classification they previously held or which is in the series previously held. In such cases, the employee with the least County seniority shall be bumped. That employee shall have the same rights.

C. Payout and Severance.

Laid off employees are to be paid all accrued holiday, vacation, and compensatory time when separated as a result of a layoff. The sick leave accruals of such employee shall remain on the books and will be reinstated if they are reappointed.

D. Recall.

1. Employees who are laid off or who accepted a lower classification in lieu of layoff shall have their names placed on both a reinstatement list and re-employment list for possible return to work (recall) as described below:

- Reinstatement List. This list is for re-employment opportunities that may arise in the original classification that an employee held prior to being laid off or accepting a lower classification in lieu of lay off (their “original classification”). Employees shall be listed in the order of their seniority in that original classification. Vacant positions within that original classification series shall first be offered to employees on the list.
- Re-employment List. This list is for re-employment opportunities that may arise in positions other than their original classification, at the same or lower salary and for which they qualify. Employees shall be listed in the order of their County seniority. Vacant positions within these classifications shall first be offered to employees on the list.

The re-employment list shall be exhausted before utilization of the reinstatement list.

2. The eligibility of individuals on the reinstatement and re-employment lists shall extend for a period of one year from the date of transfer or layoff. Eligible candidates not responding to written notification by certified mail, return receipt requested, of an opening within twenty (20) calendar days shall have their names removed from the re-employment list. If an eligible individual will be out of the County for more than twenty (20) calendar days, he/she may notify the Personnel Director, in writing, as to how he/she may be contacted. Should an employee decline a lesser position offered, they shall still remain on the reinstatement and reemployment list for the remainder of the one year period.
3. Upon re-employment following a reduction in force, an individual will have the following benefits restored:
 - prior unused sick leave accruals;
 - seniority at time of layoff for purposes of determining merit increases, vacation accruals, and future reduction in force.
4. The salary paid to an employee who is re-employed shall be equivalent to that which the employee was receiving immediately prior to layoff. If the employee chooses to be re-employed in a classification which has a salary range lower than the classification from which he or she was laid off, then salary placement will be made at a point either equivalent to his or her salary immediately prior to the layoff, or, if the maximum of the salary range of the position to which the employee is to be re-employed is less than the employee's salary immediately prior to the layoff, then

the employee will receive the maximum of the salary range contingent upon Board approval.

ARTICLE 22 - EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 23 - TRAVEL PAY

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

ARTICLE 24 - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY

Section 1. Dues Deductions: The County shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction. The County shall remit such funds to the Association within thirty (30) days following their deduction.

Section 2. PEOPLE Deduction: The County agrees to deduct from the wages of any employee who is a member of the Union and so elects a Public Employees Organized to Promote Legislative Equality ("PEOPLE") deduction as provided for in a written authorization. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 3. Indemnification: The County will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

Section 4. ICEA Release Time: County will release with pay ICEA Officers, Stewards, Bargaining Team Members, or other ICEA members (maximum seven [7] employees) from their normal duties to conduct legitimate and reasonable Association business. More than seven (7) employees may be released if agreed to by the County. The Union must request, in advance, release time for all employees for said purposes, which may be denied due to the operational needs of the department. The Union shall inform the County of any new officers or representatives within two (2) weeks of any changes.

ICEA shall continue to provide to the County, by January 15 of each year, a list of meetings and board and committee members for that calendar year and coordinating with the Personnel

Department any meeting or training that will require members to be away from work in excess of three (3) hours. ICEA and Personnel will work together to assure that such meetings or training will not adversely impact departments.

Section 5. Reasonable Access: The practice will continue which allows ICEA/AFSCME Officers and Representatives reasonable access to County work locations, facilities, equipment and other County resources, provided he/she first makes arrangements with the Personnel Department, or his/her designee, to ensure such access does not unreasonably disrupt County business.

Section 6. Mailing List: County will provide the Union with current employee lists with personal mailing addresses, to provide the opportunity to correspond with all ICEA represented employees in a timely manner. This address list will be provided within two (2) weeks written notice.

Section 7. Bargaining Unit Notification: The Union shall be electronically notified of any new members of the bargaining unit as well as any bargaining unit separations, or transfers on a monthly basis. Such notice shall contain department and classification. The County shall provide the name, job title, department, work location, work, home, and personal cell phone numbers, personal email address and home address on file with the employer of any newly hired employee within thirty (30) days of the date of hire or first pay period of the month following hire. The Court also agrees to provide that information for all employees in the unit at least every one hundred and twenty (120) days.

Section 8. Orientation: The County shall distribute a copy of this MOU and the Personnel Rules to all new Bargaining Unit employees. The County will be holding orientations every other Thursday in Independence. If there are no new bargaining unit employees, the County Personnel will send an email to the Union Representative. The Union shall be given the first scheduled fifteen (15) minutes of each new employee orientation to provide the new employee(s) with official Union materials and information. The County shall ensure a Union Representative is made available for the purpose of this section.

ARTICLE 26 - FLSA EXEMPT AND REPRESENTED EMPLOYEES

Attachment A lists those classifications, which are FLSA exempt.

Attachment B lists those classifications that are represented by the Association, except as classifications may be severed in accordance with Resolution 2003-76.

ARTICLE 27 - PROBATION PERIOD

The following classifications will serve a twelve (12)-month probationary period:

- Dispatchers

ARTICLE 28 - UNIFORMS

The following uniform allowance applies only to full-time Animal Control Officers, Shelter Manager, and Shelter Attendants, who are required to wear a full uniform. Part time employees not required to wear a full uniform shall be provided required clothing by the department.

- A. The uniform allowance shall be \$800.00 per year for the cleaning, replacement and maintenance of clothing.
- B. This allowance shall be paid per pay period in the amount of \$30.77.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination of replacement or repair will be made by the department. Normal wear and tear of clothing articles is not included.
- D. New employees only will receive a \$200.00 advancement of uniform allowance, non-accountable plan, to be paid through payroll. This \$200.00 advancement is to come from the current \$800.00 annual payment, whereby a new employee's uniform allowance shall be reduced for the proration of the advance payment to \$23.08 per pay period for the first year of employment.

ARTICLE 29 - SAFETY SHOES

County shall reimburse each employee covered by this Agreement who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

ARTICLE 30 - PERFORMANCE EVALUATIONS

The County will use the performance evaluation form attached herewith as Attachment F. Challenges to the evaluation as set forth in Personnel Rules Section 8.2 (c) shall be heard by the County Administrator or neutral designee. This provision confirms the County's existing practice.

ARTICLE 31 - DRUG-FREE WORKPLACE/DEPARTMENT OF TRANSPORTATION DRUG TESTING POLICY

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

The County of Inyo Drug will enforce the Alcohol Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

ARTICLE 32 - MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 10.2.

ARTICLE 33 – EMPLOYEE TRAINING AND TUITION ASSISTANCE PROGRAM POLICY

The County will reimburse educational expenses in accordance with Attachment E “Employee Training and Tuition Assistance Program Policy.” The County will also continue to reimburse all costs for licenses and certifications used in the course of employment.

ARTICLE 34 - SMOKING

There shall be no smoking, vaping, or chewing of tobacco, or any use of tobacco products, in any County facility or County vehicle. Employees smoking or vaping on County property shall smoke or vape in designated smoking areas, which areas will be agreed to by the County and Association.

ARTICLE 35 - MISTAKEN OVERPAYMENTS

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment with a minimum of fourteen (14) days advanced notice. However, not more than ten percent (10%) of any such employee’s net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of ten percent (10%) to twenty-five percent (25%) being deducted from any one (1) paycheck.

ARTICLE 36 - LETTER OF REPRIMAND

Any employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. While the employee may discuss a reprimand with the County Administrator, or his/her neutral designee, who shall have the authority to modify or remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearings or review procedures concerning any reprimand, warning or counseling.

ARTICLE 37 - AUTHORIZED AGENTS

Authorized agents, for the purpose of administering the terms and provisions of the Memorandum of Understanding shall be:

- A. Representing the County
County Administrative Officer
P.O. Box N
Independence, CA 93526

- B. President
Inyo County Employees Association
P.O. Box 492
Independence, CA 93526

- C. AFSCME, District Council 57
P.O. Box 418
Independence, CA 93526

ARTICLE 38 - SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. The parties acknowledge that the Board of Supervisors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

ARTICLE 39 - NO STRIKE-NO LOCKOUT

Section 1. The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services. Informational picketing, rallying, and other public action by employees that does not involve withholding or refusing to perform services, shall only be permitted before or after work, or during breaks and lunch periods.

Section 2. The County agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

Section 4. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

ARTICLE 40 - EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Agreement which restricts the County's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions of this Agreement and any Personnel rules and policies.

ARTICLE 41 - SEPARABILITY

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

ARTICLE 42 - REOPENER CLAUSE




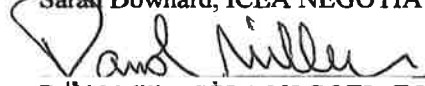

- A. The Parties agree that the County may re-open and meet and confer regarding the retiree health benefits to be provided for future employees.
- B. The Parties agree that the County may re-open and meet and confer regarding eliminating or changing the definition of A-Par, B-Par and C-Par employees to facilitate the development of a global alternative work schedule program.

ARTICLE 43 - TERM

This Memorandum of Understanding shall be in force and effect upon ratification and adoption of this MOU by both parties beginning July 1, 2021 through June 30, 2024. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

ARTICLE 44 - RATIFICATION AND EXECUTION

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this 1st day of June, 2021.

<p>COUNTY OF INYO:</p> <hr/> <p>Jeff Griffiths, Chairperson</p>	<p>INYO COUNTY EMPLOYEES ASSOCIATION:</p>  <hr/> <p>Samantha Rottner, ICEA NEGOTIATOR</p>  <hr/> <p>Carri Coudek, ICEA NEGOTIATOR</p>  <hr/> <p>Sarah Downard, ICEA NEGOTIATOR</p>  <hr/> <p>David Miller, ICEA NEGOTIATOR</p>  <hr/> <p>Jane McDonald, AFSCME Council 57</p>
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ATTACHMENT A
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT
FOR PURPOSES OF OVERTIME

ADDICTION SUPERVISOR LICENSED
CHILD SUPPORT ATTORNEY
DISTRICT ATTORNEY DEPUTY
FIRST SUPERVISOR SENIOR
HAZARD MATERIALS MGR SENIOR
MITIGATION PROJECT MANAGER
NURSE PHN SUPERVISOR
NURSE SUPERVISING
PLANNING SENIOR
PLANNING TRANSPORTATION SENIOR
SCIENTIST SENIOR
SCIENTIST

ATTACHMENT B
ICEA REPRESENTED EMPLOYEES

ADDICTION COUNSELOR
ADDICTION SUPERVISOR
ADDICTION SUPERVISOR LICENSED
ADMINISTRATIVE ANALYST
AG BIOL W/M INSPECTOR SENIOR
AG BIOL WGHTS & MSRS INSPECTOR
AG CANNABIS INSPECTOR
AGRICULTURAL BIOLOGIST SUPV
AIRPORT SUPERVISOR OPERATIONS
AIRPORT TECHNICIAN
AIRPORT TECHNICIAN PART TIME
ANIMAL CONTROL OFFICER
ANIMAL CONTROL SUPERVISOR
APPRAISER
AUDITOR APPRAISER
BUILDING GROUNDS WORKER
BUILDING INSPECTOR
BUILDING INSPECTOR SENIOR
BUILDING MAINTENANCE WATER SUP
BUILDING MAINTENANCE WORKER
CAREGIVER RESIDENTIAL
CHILD ADULT SUPERVISOR
CHILD SUPPORT ATTORNEY
CHILD SUPPORT OFFICER
CIVIL OFFICER
COVID ADMINISTRATIVE ANALYST
COVID DISASTER PROGRAM MANAGER
COVID INFECTION PREVENTION SR
COVID INFECTION PREVENTIONIST
COVID PREVENTION SPECIALIST
COVID PROGRAM MANAGER
COVID RESPONSE COORDINATOR
COVID RESPONSE SPECIALIST
CUSTODIAN
DA ADMINISTRATIVE ASSISTANT
DISTRICT ATTORNEY DEPUTY
ENGINEER ASSISTANT CIVIL
ENGINEER ASSOCIATE
ENGINEER ASSOCIATE CIVIL
ENGINEERING ASSISTANT
ENVIRONMENTAL HEALTH REHS
ENVIRONMENTAL HEALTH TECH
ENVIRONMENTAL HEALTH TRAINEE
EQUIPMENT MECHANIC HEAVY
EQUIPMENT MECHANIC TRAINEE
EQUIPMENT OPERATOR HEAVY
EQUIPMENT OPERATOR LEAD

ATTACHMENT B
ICEA REPRESENTED EMPLOYEES

EQUIPMENT OPERATOR MECHANIC
EVIDENCE TECHNICIAN
FIELD TECHNICIAN
FIELD TECHNICIAN LEAD
FIRST FIVE DIRECTOR
FIRST SUPERVISOR
FIRST SUPERVISOR SENIOR
FOOD COOK
FOOD COOK SUPERVISOR
GATE ATTENDANT
GIS ANALYST
HAZARD MATERIALS MANAGER
HAZARD MATERIALS MGR SENIOR
HHS SPECIALIST
HUMAN SERVICES SUPERVISOR
HUMAN SERVICES SUPERVISOR ASST
INTEGRATED CASE WORKER
LABORATORY TECHNICIAN
LIBRARIAN
LIBRARIAN MUSEUM COORDINATOR
LIBRARY MUSEUM ASSISTANT
LIBRARY SPECIALIST
MANAGER PROGRESS HOUSE
MANAGER PROGRESS HOUSE TRAINEE
MITIGATION PROJECT MANAGER
MUSEUM CURATOR COLL & EXHIBITS
NETWORK ANALYST
NURSE PHN SUPERVISOR
NURSE PUBLIC HEALTH
NURSE REGISTERED
NURSE REGISTERED BEHAV HEALTH
NURSE SUPERVISING
OFFICE CLERK
OFFICE TECHNICIAN
OPERATIONS MANAGER TECOPA
PARK MOTORPOOL MANAGER
PARK SPECIALIST
PLANNING ASSISTANT
PLANNING ASSOCIATE
PLANNING SENIOR
PLANNING TRANSPORTATION
PLANNING TRANSPORTATION SENIOR
PREVENTION MANAGER
PREVENTION SPECIALIST
PROGRAM MANAGER
PROGRAM SERVICES ASST
PROGRAM SUPERVISOR

ATTACHMENT B
ICEA REPRESENTED EMPLOYEES

PROGRAMMER ANALYST
PROJECT COORDINATOR
PSYCHOTHERAPIST
PUBLIC ADMIN GUARD DEPUTY
PUBLIC SAFETY DISPATCHER
RE-ENTRY SERVICES COORDINATOR
REGISTERED DIETITIAN NUTRITION
RESEARCH ASSISTANT
ROAD MAINTENANCE SUPERVISOR
ROAD SHOP SUPERVISOR
SALT CEDAR MANAGER
SCIENTIST
SCIENTIST ASSOCIATE
SCIENTIST SENIOR
SECRETARY ADMINISTRATIVE
SECRETARY ADMINISTRATIVE LEGAL
SECRETARY LEGAL
SHELTER ASSISTANT
SOCIAL SERVICES AIDE
SOCIAL WORKER
SOCIAL WORKER SUPERVISOR
VEGETATION MANAGER
VETERAN SERVICES OFFICER
VETERAN SERVICES REP
VICTIM WITNESS ASSISTANT
VICTIM WITNESS COORDINATOR
WELLNESS CENTER PRG SUPERVISOR

ATTACHMENT C

Sheriff's Department – Dispatch

10:00 a.m. – 8:00 p.m. – Swing Shift

2:00 p.m. – 12:00 a.m. – Swing Shift

4:00 p.m. – 2:00 a.m. – Swing Shift

8:00 p.m. – 6:00 a.m. – Graveyard Shift

Public Works – Custodians

12:30 p.m. – 9:00 p.m. – Swing Shift

4:00 p.m. – 12:30 a.m. – Swing Shift

2:00 p.m. – 11:00 p.m. – Swing Shift

Health and Human Services – Progress House

11:30 a.m. – 9:30 p.m. – Swing Shift

9:15 p.m. – 7:15 a.m. – Graveyard Shift

**ATTACHMENT D
MISCELLANEOUS EMPLOYEES
EFFECTIVE JULY 8, 2021
4% COLA**

Range	Step A	Step B	Step C	Step D	Step E
039	2,409	2,526	2,656	2,789	2,926
040	2,461	2,582	2,712	2,852	2,994
041	2,524	2,643	2,777	2,916	3,061
042	2,577	2,700	2,841	2,987	3,131
043	2,636	2,764	2,907	3,048	3,205
044	2,699	2,832	2,978	3,127	3,285
045	2,757	2,900	3,041	3,200	3,359
046	2,816	2,970	3,108	3,272	3,439
047	2,891	3,036	3,190	3,343	3,517
048	2,965	3,099	3,257	3,429	3,592
049	3,025	3,176	3,335	3,503	3,677
050	3,094	3,253	3,413	3,580	3,764
051	3,169	3,330	3,491	3,666	3,843
052	3,243	3,400	3,576	3,750	3,940
053	3,322	3,487	3,656	3,832	4,038
054	3,392	3,570	3,740	3,925	4,127
055	3,477	3,643	3,828	4,023	4,228
056	3,562	3,732	3,917	4,114	4,321
057	3,639	3,824	4,013	4,212	4,421
058	3,726	3,911	4,103	4,312	4,533
059	3,816	4,003	4,207	4,416	4,636
060	3,908	4,099	4,305	4,524	4,747
061	3,997	4,195	4,409	4,633	4,855
062	4,093	4,300	4,517	4,733	4,977
063	4,184	4,396	4,622	4,850	5,091
064	4,289	4,500	4,721	4,970	5,211
065	4,385	4,610	4,841	5,085	5,334
066	4,489	4,716	4,959	5,202	5,464
067	4,602	4,832	5,074	5,332	5,586
068	4,714	4,951	5,197	5,451	5,728
069	4,827	5,068	5,321	5,583	5,858
070	4,943	5,194	5,450	5,726	6,012
071	5,058	5,311	5,579	5,854	6,150
072	5,180	5,444	5,710	5,990	6,292
073	5,302	5,570	5,851	6,142	6,449
074	5,432	5,703	5,986	6,289	6,604
075	5,563	5,844	6,126	6,437	6,761
076	5,695	5,979	6,284	6,597	6,925
077	5,830	6,118	6,430	6,753	7,088
078	5,971	6,263	6,581	6,910	7,255
079	6,110	6,419	6,737	7,073	7,431
080	6,259	6,576	6,908	7,250	7,613
081	6,407	6,736	7,069	7,426	7,792
082	6,575	6,895	7,245	7,607	7,984
083	6,736	7,069	7,426	7,785	8,184
084	6,902	7,245	7,607	7,984	8,389
085	7,071	7,426	7,785	8,184	8,597
086	7,246	7,607	7,984	8,389	8,807
087	7,427	7,785	8,184	8,597	9,020
088	7,611	7,984	8,389	8,807	9,248
089	7,802	8,184	8,597	9,020	9,476
090	7,993	8,389	8,807	9,248	9,718
091	8,190	8,597	9,020	9,476	9,953
092	8,394	8,807	9,248	9,718	10,204
093	8,605	9,020	9,476	9,953	10,452
094	8,810	9,248	9,718	10,204	10,714
095	9,027	9,476	9,953	10,452	10,986
096	9,256	9,718	10,204	10,714	11,255
097	9,483	9,953	10,452	10,986	11,529
098	9,722	10,204	10,714	11,255	11,820
099	9,957	10,452	10,986	11,529	12,110

ATTACHMENT D
PART TIME EMPLOYEES - EIGHT HOUR
EFFECTIVE JULY 8, 2021
4% COLA

Range	Step A	Step B	Step C	Step D	Step E
039	13.89600	14.57400	15.32400	16.09200	16.87800
040	14.19600	14.89800	15.64800	16.45200	17.27400
041	14.56200	15.24600	16.02000	16.82400	17.65800
042	14.86800	15.57600	16.39200	17.23200	18.06600
043	15.21000	15.94800	16.77000	17.58600	18.49200
044	15.57000	16.33800	17.17800	18.04200	18.95400
045	15.90600	16.72800	17.54400	18.46200	19.38000
046	16.24800	17.13600	17.92800	18.87600	19.84200
047	16.68000	17.51400	18.40200	19.28400	20.29200
048	17.10600	17.88000	18.79200	19.78200	20.72400
049	17.45400	18.32400	19.24200	20.20800	21.21600
050	17.85000	18.76800	19.69200	20.65200	21.71400
051	18.28200	19.21200	20.14200	21.15000	22.17000
052	18.70800	19.61400	20.62800	21.63600	22.72800
053	19.16400	20.11800	21.09000	22.11000	23.29800
054	19.57200	20.59800	21.57600	22.64400	23.80800
055	20.05800	21.01800	22.08600	23.20800	24.39000
056	20.55000	21.52800	22.59600	23.73600	24.93000
057	20.99400	22.06200	23.15400	24.30000	25.50600
058	21.49800	22.56600	23.67000	24.87600	26.15400
059	22.01400	23.09400	24.27000	25.47600	26.74800
060	22.54800	23.64600	24.83400	26.10000	27.38400
061	23.05800	24.20400	25.43400	26.73000	28.00800
062	23.61600	24.81000	26.05800	27.30600	28.71600
063	24.13800	25.36200	26.66400	27.97800	29.37000
064	24.74400	25.96200	27.23400	28.67400	30.06600
065	25.29600	26.59800	27.93000	29.33400	30.77400
066	25.89600	27.21000	28.60800	30.01200	31.52400
067	26.55000	27.87600	29.27400	30.76200	32.22600
068	27.19800	28.56600	29.98200	31.44600	33.04800
069	27.84600	29.23800	30.69600	32.20800	33.79800
070	28.51800	29.96400	31.44000	33.03600	34.68600
071	29.17800	30.64200	32.18400	33.77400	35.47800
072	29.88600	31.41000	32.94000	34.56000	36.30000
073	30.58800	32.13600	33.75600	35.43600	37.20600
074	31.33800	32.90400	34.53600	36.28200	38.10000
075	32.09400	33.71400	35.34000	37.13400	39.00600
076	32.85600	34.49400	36.25200	38.05800	39.95400
077	33.63600	35.29800	37.09800	38.95800	40.89000
078	34.44600	36.13200	37.96800	39.86400	41.85600
079	35.25000	37.03200	38.86800	40.80600	42.87000
080	36.10800	37.93800	39.85200	41.82600	43.92000
081	36.96600	38.86200	40.78200	42.84000	44.95200
082	37.93200	39.78000	41.79600	43.88400	46.06200
083	38.86200	40.78200	42.84000	44.91600	47.21400
084	39.82200	41.79600	43.88400	46.06200	48.39600
085	40.79400	42.84000	44.91600	47.21400	49.59600
086	41.80200	43.88400	46.06200	48.39600	50.80800
087	42.84600	44.91600	47.21400	49.59600	52.03800
088	43.90800	46.06200	48.39600	50.80800	53.35200
089	45.01200	47.21400	49.59600	52.03800	54.67200
090	46.11600	48.39600	50.80800	53.35200	56.06400
091	47.25000	49.59600	52.03800	54.67200	57.42000
092	48.42600	50.80800	53.35200	56.06400	58.87200
093	49.64400	52.03800	54.67200	57.42000	60.30000
094	50.82600	53.35200	56.06400	58.87200	61.81200
095	52.08000	54.67200	57.42000	60.30000	63.37800
096	53.40000	56.06400	58.87200	61.81200	64.93200
097	54.70800	57.42000	60.30000	63.37800	66.51600
098	56.08800	58.87200	61.81200	64.93200	68.19000
099	57.44400	60.30000	63.37800	66.51600	69.86400

**PART-TIME EMPLOYEES - SEVEN HOUR
EFFECTIVE JULY 8, 2021
4% COLA**

Range	Step A	Step B	Step C	Step D	Step E
042P7	16.97905	17.79337	18.73871	19.67471	20.65752
044P7	17.78401	18.69194	19.61855	20.62944	21.65902
050P7	20.64006	21.67205	22.75563	23.89344	25.08811
051P7	20.89153	21.93050	23.02561	24.17688	25.34688

This salary table is for use with two current 7 hour part-time employees. Once the positions are vacated this salary table will be deleted.

ATTACHMENT E

EMPLOYEE TRAINING, CONTINUING EDUCATION, AND TUITION ASSISTANCE PROGRAM POLICY

STATEMENT OF POLICY

It is the policy of the County of Inyo to encourage training, self-improvement and personal development programs for employees which includes three (3) general categories: on-the-job training; continuing education, and tuition assistance programs. In its discretion, the County may provide limited financial assistance in the form of tuition assistance loans for a given employee's participation in an education program.

ON-THE-JOB TRAINING

Responsibility for developing and assigning on-the-job training programs for employees shall be assumed jointly by the Department Head, Personnel staff, and the employee's supervisor. Such training may include demonstration, assignments of reading matter, lecture courses; seminars, conferences, and/or training courses inside and outside the workplace, or such other devices as may be available for the purpose of improving the effectiveness in broadening the knowledge of employees in the performance of their respective duties. All on-the-job training shall be assigned or otherwise approved in advance by the County and the cost of on-the-job training will be paid by the County.

CONTINUING EDUCATION

Employees who, as a job requirement of their current employment, must utilize certifications or licenses which require renewal or continuing education will have the cost of doing so paid by the County. The time associated with participating in the continuing education program will count as time worked. The continuing education program, course, or class required to renew certificate or license, and associated use of time and travel expense, must be approved in advance by the County, and are expected to be planned in advance of the deadline for acquiring them, and achieved using the most cost-effective means available. The County will not provide reimbursement for continuing education activities and associated costs not approved in advance by the County. Nothing in this policy shall be construed as limiting an employee's ability to select and attend a continuing education program, certificate, license renewal course, or class of his or her choice, at their expense and on their time.

TUITION ASSISTANCE

Personal and professional development of employees can be beneficial to both employees and the County. In this regard, the County understands that some employees on their own initiative and on their own time (outside of work), may wish to voluntarily pursue advanced education programs leading to college degrees, certificates, or professional licenses. Although pursuit of such education programs is not mandated by the County for employees, the County recognizes that an employee's attainment of a degree, certificate, or professional license that is not a job

requirement for their current employment may be a benefit to the County. As such, in accordance with eligibility criteria described below and subject to available funding, the County may provide limited financial assistance to employees in the form of tuition assistance loans that may be satisfied over time through continued County employment.

ELIGIBILITY FOR TUITION ASSISTANCE

To be considered for the Tuition Assistance Program, an individual must be a full-time employee and have received a performance evaluation of “Meet Standards”, “Exceeds Standards”, or “Exemplary” during the most recent rating period. Probationary employees are generally not eligible to be considered for tuition assistance except in the case of probation due to promotional reclassification. The County Administrator/Personnel Director may make exceptions, in his/her sole discretion based upon the potential benefit to the County, for newly hired employees who are already participating in an advanced education program.

In addition, the advanced education program or course(s) must be employment related, a benefit to the County, and be provided through an accredited educational institution. Conferences, conventions, seminars, workshops, short courses, etc. are not eligible for Tuition Assistance Program. Attendance at these types of events will typically be handled at the department level. Programs in specific courses of study that do not result in a degree or certificate may be pursued on a case-by-case basis through on-the-job training.

The advanced education program or course(s) must be pursued on the employee’s personal time and shall not interfere with the employee’s normal workday, and is not considered compensable time. Any scheduling impacts with the employee’s job related duties and responsibilities must have prior approval from the employee’s supervisor or Department Head, and utilize compensatory time off (or accrued leave other than sick leave) or a flexed work schedule.

APPLICATION PROCESS AND ASSISTANCE PLAN

1. PRE-APPROVAL REQUIREMENT

To participate in the Tuition Assistance Program, an employee must be accepted into the course of study for which he/she is seeking tuition assistance, complete an application provided by the Personnel Office, and submit the completed and signed application to the Department Head. The Department Head reviews the application, and provides a recommendation for approval or denial based on whether the employee meets the eligibility requirements, and if the Department Head believes the proposed course of study is relevant to the employee’s current job or professional development, or will otherwise benefit or meet the needs of the County. The Department Head may consult with the County Administrator/Personnel Director regarding County needs, if necessary.

Regardless of his or her recommendation, the Department Head must forward the employee’s completed application for the Tuition Assistance Program to the County Administrator/Personnel Director who, in his or her sole discretion, will determine the employee’s eligibility to participate in the Program in accordance with the criteria outlined in this Policy and his/her understanding of the needs of the County; and, if eligible, approves the

employee's participation in the Tuition Reimbursement Program and the associated level of reimbursement based on available funding in the selected course of study.

If an employee is pursuing a degree program, the entire course of study must be submitted as part of the application. Only those courses within the degree program that are employment related, as determined by the County Administrator /Personnel Director, are eligible to be considered for assistance. Required versus elective courses will be taken into account in this evaluation. Advanced degrees beyond the Masters level are not eligible for this program.

2. CRITERIA

a. Employment Related

Eligibility for tuition assistance will be primarily based on the relevance for the employee's duties and responsibilities at the County, in the context of how the course of study will improve the employee's knowledge or skills as it relates to his/her current position, or to prepare him/her for a higher position within the organization. Course electives which are part of the degree program curriculum, and are chosen by the employee, and are relevant to the employee's current duties and responsibilities and/or professional development as a County employee, may be considered for assistance. The final decision on eligibility for assistance and acceptance into the program will be made by the County Administrator/Personnel Director in his/her sole discretion.

b. Assistance (Loan Agreement)

Once accepted in the Tuition Assistance Program, an employee will be eligible to enter into a tuition loan agreement (promissory note) with the County on terms and conditions specified in the agreement, which will be approved as to form by County Counsel. Among other things, the agreement will provide for the County to loan the employee money toward agreed-upon tuition expenses up to a maximum dollar amount specified in the agreement and within the maximum rates/schedule specified by this Policy. Among other things, the agreement will specify the interest rate applicable to the loan, the term for repayment, and the minimum monthly payments which shall be forgiven under the terms of the agreement for each month that the employee remains employed with County, beginning with the first month thereafter the employee draws upon the loan as described below. The employee will be permitted to draw down funding from the authorized loan amount over time toward approved tuition expenses after submission of satisfactory evidence that the course work associated with the tuition has been successfully completed with at least a grade of C, and provided that the employee has a minimum 2.0 GPA, at an accredited educational institution. Grades are determined by the educational institution. Subject to the maximum rate/schedule set forth in this Policy (see below) and the maximum dollar amounts of individual loan agreements, loan funds can potentially cover up to one hundred percent (100%) of tuition, however, no loan funds will be made available for any course which the employee has not received a minimum C grade (i.e. not C minus or lower). Additionally, the classes taken on an audit basis are not eligible for tuition assistance.

c. Assistance Rate/Schedule

1. *Link to State University Fee-* The maximum amount of loan agreement funds that will be made available for tuition will be set at the highest cost per unit at inland California State University campuses within the Southern California area. Currently, these

campuses include: Bakersfield, Dominguez Hills, Fresno, Fullerton, Los Angeles, Northridge, Pomona and San Bernardino. The Personnel Office will monitor the State University fee annually to ensure that the assistance rate is current in determining the per unit cost of tuition, the tuition cost for up to six units will be divided into the total cost (for example, the FY 2016-2017 Tuition is \$3,174 for up to six units, the per unit cost is \$529 per unit.)

2. *Subject to Available Funding* - Tuition Assistance Program funding will be limited to the Program budget approved by the Inyo County Board of Supervisors as part of the annual County Budget process. Generally, dollars budgeted for each fiscal year will be available on a first-come, first-served basis, with existing tuition loan agreements being prioritized for funding over new applications. In accordance with the terms and conditions specified in the tuition loan agreement, the County will determine the amount of budgeted funds available in a given fiscal year for the employee to draw against for approved tuition expenses, and will earmark (reserve) a portion of the budgeted funds for that purpose.

3. *Grants/Scholarships* - If an employee receives assistance for approved educational classes/programs under the Veterans Administration, other federal/state student aid programs or public grants/scholarships, only the difference, if any, between such assistance and the cost the employee actually incurs, subject to the criteria established for maximum reimbursement, will be eligible for County assistance under this Policy.

4. *Use of Funds* - The purpose of the Tuition Assistance Program is to fund a portion of the cost of tuition for an approved course of study at an accredited institution. However, to the extent that the County Tuition Assistance Program funds are drawn down upon the completion of an approved course of study or discrete class, with a qualifying grade, and in accordance with the approved program application, the maximum rate/schedule specified by this Policy, and the tuition loan agreement, the employee may, in his/her sole discretion, apply funds to the cost of books, materials, supplies, fees for entrance to a university program, or similar expenses.

STEPS FOR PARTICIPATING IN TUITION ASSISTANCE PROGRAM

1. Employee completes a County provided Tuition Assistance Program application and submits it to the Department Head for review. The employee must submit the application to participate in the Tuition Assistance Program for review at least sixty (60) days prior to the beginning of the course of study, but no sooner than the first day of April preceding the fiscal year for which application is being made to the Tuition Assistance Program. As provided for in the Tuition Assistance Program application, the employee must provide a detailed explanation of the course(s) and how the degree and/or course(s) related to the employee's professional development benefit the County of Inyo.

2. The Department Head reviews a signed application for completeness, and provides a recommendation for approval or denial based on whether the employee meets the eligibility requirements, and if the Department Head believes the proposed course of study is relevant to the employee's current job or professional development, or will otherwise benefit or meet the needs of the County. The Department Head will consult with the County Administrator/Personnel Director regarding County needs, if necessary. Regardless of his or her recommendation, the

Department Head forwards the signed and completed application to the County Administrator/Personnel Office for review and consideration.

3. Upon receiving complete applications, including the Department Head's recommendation, the County Administrator/Personnel Office will consider applications on a first-come first-served basis and, in his or her sole discretion will determine the employee's eligibility to participate in the Program in accordance with the criteria outlined in this Policy and his/her understanding of the needs of the County; and, if eligible, approves the employee's participation in the Tuition Reimbursement Program and the associated level of reimbursement based on available funding and selected course of study.

4. Approval or modified approvals of applications for participation in the Tuition Assistance Program will be conditioned on budget availability, and final approval may not be made until adoption of the Final County Budget for the fiscal year in which application to the Tuition Assistance Program is made. Funding will be allocated in the order in which approved or modified applications were received. However, in the event that the number of applications received exceeds the available funding if all were fully funded, funding may be based on those applications that are deemed to provide the greatest potential benefit to the County and may be funded on a limited term basis (e.g. a semester as opposed to a degree program.) Employees already enrolled in an approved degree program in the prior year's Tuition Assistance Program, which maintain a 2.0 or higher GPA will be given top priority for continued funding (based on seniority in the Tuition Assistance Program) if their application is received by April 1 preceding the fiscal year for which application for continued participation in the Tuition Assistance Program is made.

5. Once accepted in the Tuition Assistance Program, the employee will be eligible to enter into the tuition loan agreement (promissory note) with the County on terms and conditions specified in the agreement, which will be approved as to form by County Counsel. See the discussion above under "application process."

6. Upon successful completion of a course that has been approved for tuition assistance under the Program and pursuant to their tuition loan agreement, the employee forwards a copy of their official grade reports, and original tuition receipts to the Personnel Office with a request to draw down their loan. The employee must submit, with each grade report, a separate tuition assistance (loan) approval/acceptance form per semester, trimester or quarter.

7. Request to draw against the loan amount specified in an employee's tuition loan agreement for an approved course must be submitted by the employee within three (3) months after completion of the course(s), but not later than the 31st day of July following the fiscal year in which the course was successfully completed. Request to draw against the loan amount specified in the employee's tuition loan agreement which are submitted after the three (3) month specified deadline, or after July 31st, whichever is less, will not be considered or approved by the Personnel Office.

JOHN H. DOE
Anniversary



08/01/2016 - 07/31/2017

COUNTY OF INYO PERFORMANCE EVALUATION

General Information

Employee:	JOHN H. DOE
Position:	OFFICE TECHNICIAN I
Department:	ASSESSOR
Supervisor:	Jane M. Smith
Type of Review:	Anniversary
Review Period:	08/01/2016 to 07/31/2017

Rating Information

Overall Rating:	3.64	Exceeds Standards	4.50+	Exemplary
Section I Rating:	3.67	Exceeds Standards	3.50 - 4.49	Exceeds Standards
Section II Rating:	3.46	Meets Standards	2.50 - 3.49	Meets Standards
Section III Rating:	3.80	Exceeds Standards	Less than 2.50	Does Not Meet Standards

ATTACHMENT G
COUNTY OF INYO
INTERVIEW RATING FORM

APPLICANT: _____ DATE: _____

POSITION: _____ DEPARTMENT: _____

	Point Value (Standard)	Point Value (Department)	Rater Score	Comments
Employment Application Completed accurately and clearly	5			
Education/Training Does the candidate meet the educational and/or training criteria necessary for this position? Does the candidate demonstrate thorough and current knowledge of profession or position?	25			
Work Experience Does the candidate possess the required work experience to be successful in this position? Length of employment in prior jobs?	25			
Communication Skills Does the candidate have communication skills that are appropriate to this position? Is the candidate able to understand implications of questions and to make clear and direct replies and ideas?	25			
Written Exam Score/Other Applicable Skills and/or Abilities Does the candidate have other skills and abilities necessary to be successful in this position?	10			
Physical Appearance/Demeanor Is the candidate's behavior and appearance appropriate to this position? Poise, tact, neatness, grooming, maturity. Does the candidate present a positive attitude toward the duties and responsibilities of the position?	10			
Other (Determined by Department Head):				
TOTAL points	100			OVERALL RATING: (To be completed by Personnel Staff) If DD214 rec'd, add 4 additional points

Final Rating

Standard Rating is Personnel-recommended point value. Department Heads have the ability to change the standard rating based upon departmental need and position being rated. Departmental changes in point values **MUST BE RECEIVED BY THE PERSONNEL OFFICE, ALONG WITH CATEGORIZED INTERVIEW QUESTIONS, NO LATER THAN 48 HOURS PRIOR TO THE INTERVIEW DATE.**

Raters are to give each candidate a final numerical rating. A passing score can be any rating between 70 and 100 points. Overall rating will be based on a combined average of all scores. Below are scoring bands that act as a guide for determining your final rating.

- An overall rating of 90 to 100 points is **OUTSTANDING.**
- An overall rating of 80 to 89 points is **ABOVE SATISFACTORY.**
- An overall rating of 70 to 79 points is **SATISFACTORY.**
- An overall rating of 69 or fewer points is **UNSATISFACTORY.**

RATER'S SIGNATURE: _____

**COUNTY OF INYO
PANEL INTERVIEW**

**INSTRUCTIONS TO PANEL MEMBERS –
INTERVIEW RATING FORM**

The rating form for each candidate is designed to be compatible with the structured interview used by this panel and to provide the rater with a maximum amount of flexibility in recording reactions to the candidate. The entire form should be completed during and/or immediately following the interview. This will determine the overall rating following each interview.

Rating System:

An overall rating of **Unsatisfactory** (69 points or fewer) indicates a rater judgment that the candidate did not demonstrate the necessary knowledge or abilities required to successfully perform the essential functions of the position based on the criteria being evaluated.

An overall rating of **Satisfactory** (70 to 79 points) indicates a rater judgment of candidate competency to perform the essential functions of the position and a prediction of satisfactory performance of the position based on the criteria being evaluated.

An overall rating of **Above Satisfactory** (80 to 89 points) indicates a rater judgment of above adequate predicted performance of the position based on the criteria being evaluated.

An overall rating of **Outstanding** (90 to 100 points) indicates a rater judgment of advanced knowledge or ability level for the position and a prediction of outstanding performance of the position based on the criteria being evaluated.

760-878-0377- Office 760-878-0465- Fax	 <h2 style="margin: 0;">COUNTY OF INYO</h2> <h3 style="margin: 0;">APPLICATION FOR EMPLOYMENT</h3>	RETURN TO: Inyo County Personnel 224 N. Edwards St. P. O. Box 249 Independence, CA 93526
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NAME: (LAST, FIRST, MIDDLE INITIAL)	POSITION APPLIED FOR (please submit one application per position):
--	---

MAILING ADDRESS (Street, City & Zip):	DATE:
--	--------------

DO YOU HAVE A DRIVER'S LICENSE NOW? <input type="checkbox"/> Yes <input type="checkbox"/> No IF YES, WHAT KIND: <input type="checkbox"/> Class A <input type="checkbox"/> Class B <input type="checkbox"/> Class C	PHONE:	EMAIL:
---	--------	--------

Have you previously been employed by Inyo County? Yes No Are you a CalPers Retiree? Yes No

List any family members employed by Inyo County: _____

Were you in the U.S. Armed Forces? Yes No If requesting veteran's preference, you must attach a copy of your DD214 prior to the final filing date.

BRANCH _____ from _____ to _____

COMPLETE ONLY IF THE POSITION YOU ARE APPLYING FOR STATES AN AGE REQUIREMENT: Birthdate : MO. _____ DAY _____ YEAR _____

Do you need reasonable accommodation to take an interview or written test? Yes No

Were you ever discharged, released during probation, or have you resigned under pressure or unfavorable circumstances from any employment? Yes No If yes, explain:

EDUCATION:
Highest grade completed:

HIGH SCHOOL	COURSE	GRADUATED
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> GED
JUNIOR COLLEGE/COLLEGE	MAJOR UNITS	DATE GRAD. DEGREE
UNIVERSITY/GRADUATE SCHOOL	MAJOR UNITS	DATE GRAD. DEGREE

PROFESSIONAL LICENSES OR REGISTRATIONS HELD:

COMPUTER KNOWLEDGE:

DO YOU SPEAK ANY LANGUAGE OTHER THAN ENGLISH? <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, WHICH ONE?
WILL YOU ACCEPT TEMPORARY WORK? <input type="checkbox"/> Yes <input type="checkbox"/> No	WILL YOU ACCEPT PART-TIME WORK? <input type="checkbox"/> Yes <input type="checkbox"/> No

LIST APPRENTICESHIP, TRADE, VOCATIONAL, BUSINESS SCHOOL, MANPOWER TRAINING OR ANY OTHER SPECIAL TRAINING YOU HAVE HAD. INCLUDE TYPE, WHERE ACQUIRED, DATES AND WHETHER COMPLETED SUCCESSFULLY.

LIST ANY VOLUNTEER SERVICE THAT MAY BE RELATED TO THE POSITION FOR WHICH YOU ARE APPLYING. (LIST IN DETAIL - USE ADDITIONAL PAGES IF NECESSARY).

CERTIFICATE OF APPLICANT (Read carefully before signing-Application must be signed in order to be eligible)

I hereby certify that all statements made in this application are true, and I agree and understand that any misstatement of material facts herein will cause forfeiture on my part of any employment as an employee in the service of the County of Inyo. I further give permission to thoroughly investigate my references, work record, education and other matters related to my suitability for employment and authorize disclosure of any and all information related to my work records, without giving me prior notice of such disclosure. In addition I hereby release Inyo County, my former employers, and all other persons from any and all claims, demands, or liabilities arising out of or in any way related to such disclosure. I further agree to be fingerprinted, to submit to a complete medical examination by a County physician, upon employment, to furnish such proof of age and citizenship as may be directed.

Signature _____

DO NOT WRITE IN THIS BLOCK - COMPLETE EMPLOYMENT RECORD ON REVERSE

Written:	Interview Date:	Interview Time:
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ALL INFORMATION CONTAINED ON OR ATTACHED TO THE EMPLOYMENT APPLICATION IS CONSIDERED CONFIDENTIAL INFORMATION AND IS NOT SUBJECT TO PUBLIC DISCLOSURE WITHOUT THE CANDIDATE'S EXPRESSED PERMISSION.

EMPLOYMENT RECORD: Beginning with your present or most recent job, show a complete record of your employment. Describe in detail any aspects of your experience or activities that are particularly appropriate for the position for which you are applying. You may not submit resume in lieu of completing the Employment Record form. We will evaluate your qualifications based solely on the information entered into the Employment Record form. **It is not acceptable to complete the application with statements like "See/Refer to resume" or "See attached".**

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS		REASON FOR LEAVING	
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME		PART-TIME <input type="checkbox"/> FULL-TIME <input type="checkbox"/>	

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS		REASON FOR LEAVING	
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME		PART-TIME <input type="checkbox"/> FULL-TIME <input type="checkbox"/>	

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS		REASON FOR LEAVING	
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME		PART-TIME <input type="checkbox"/> FULL-TIME <input type="checkbox"/>	

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS		REASON FOR LEAVING	
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME		PART-TIME <input type="checkbox"/> FULL-TIME <input type="checkbox"/>	

Use additional sheets if necessary to continue your employment history or to describe in greater detail any aspects of your experience or activities that are particularly appropriate for the position for which you are applying.

Inyo County Personnel Department
Employment Application Form – Page 3

THIS PORTION OF THE APPLICATION IS NOT AVAILABLE TO AN INTERVIEW BOARD

AN EQUAL OPPORTUNITY-AFFIRMATIVE ACTION EMPLOYER - Please help us comply with the state and Federal law by completing this section. While you are not required to complete this section, you should know that if you leave it blank we have the right to enter data for this purpose based upon our visual assessment. To demonstrate that we meet equal employment opportunity requirements, periodically we must report statistical information about applicants and employees to the California and United States Governments. This information will be kept separate and confidential and will not be used in any unlawful way to make any employment decision. The County of Inyo is an Affirmative Action Employer.

NAME OF APPLICANT _____

DATE _____

TITLE OF POSITION APPLIED FOR _____

Date of Birth _____/_____/_____

Drivers License: State _____ Number _____

Social Security Number: _____

Email Address: _____

Please answer below based upon how you are known in your community. We understand that it may be difficult to choose single ethnic identity if you have a multicultural heritage. Nevertheless to comply with legal guidelines, we would like you to choose only one.

Check Appropriate Box: Male Female Non-Binary

8 WHITE (not of Hispanic Origin): All persons not classified into one of five specific ethnic minority categories that follow.

2 BLACK (not of Hispanic origin): All persons having origin in any of the black racial groups.

7 HISPANIC: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or another Spanish culture or origin, regardless of race.

1 ASIAN or Pacific Islanders other than Filipinos
All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Pacific Islands. For example, includes China, Japan, Korea, Samoa, the Indian Subcontinent and the Middle East.

3 FILIPINO All persons having origins in the peoples of the Philippine Islands.

5 AMERICAN INDIAN or Alaskan Native. All persons having origins in any of the original peoples of North America.

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EMPLOYMENT RECORD: CONTINUATION SHEET

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS		REASON FOR LEAVING	
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME		PART-TIME <input type="checkbox"/> FULL-TIME <input type="checkbox"/>	

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS		REASON FOR LEAVING	
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME		PART-TIME <input type="checkbox"/> FULL-TIME <input type="checkbox"/>	

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS		REASON FOR LEAVING	
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME		PART-TIME <input type="checkbox"/> FULL-TIME <input type="checkbox"/>	

FROM (Mo - Yr)	TO (Mo - Yr)	JOB TITLE OR OCCUPATION	
EMPLOYER'S NAME AND ADDRESS		REASON FOR LEAVING	
DESCRIPTION OF DUTIES:			
YOUR SUPERVISOR'S NAME		PART-TIME <input type="checkbox"/> FULL-TIME <input type="checkbox"/>	

Use additional sheets if necessary to continue your employment history or to describe in greater detail any aspects of your experience or activities that are particularly appropriate for the position for which you are applying.



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: June 1, 2021

FROM: Gail Zwier

SUBJECT: Presentation from Inyo County Health and Human Services' Behavioral Health Division

RECOMMENDED ACTION:

Request Board receive a presentation on the services and programs offered by the Behavioral Health Division of Health and Human Services.

SUMMARY/JUSTIFICATION:

The Department's Behavioral Health division provides programming to meet the prevention, intervention and treatment needs for mental illness, addiction, and co-occurring disorders. This division works diligently to impact the stigma associated with behavioral health and strives to change the public conversation towards one where accessing treatment services for behavioral health needs is seen no differently than seeking care for a physical health issue. This workshop will provide an overview of the services and programs provided by the behavioral health division. It will include the adjustments made to services during COVID as well as the ongoing accomplishments of the division. We will provide a visual tour of the services and locations of our work, share the ongoing challenges and opportunities going forward, and share how we are working to increase awareness and acceptance of the importance of mental wellness as part of overall health.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to receive the presentation at this time.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

ATTACHMENTS:

APPROVALS:

Marilyn Mann
Darcy Ellis
Gail Zwier
Marilyn Mann

Created/Initiated - 5/19/2021
Approved - 5/24/2021
Approved - 5/27/2021
Final Approval - 5/27/2021



County of Inyo



County Administrator - Economic Development

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Clint Quilter

SUBJECT: Letter Supporting Economic Development Administration Grant for Broadband Planning

RECOMMENDED ACTION:

Request Board approve a support letter for an Economic Development Administration Grant for Broadband Planning being submitted by the Rural Counties of California (RCRC).

SUMMARY/JUSTIFICATION:

A time-sensitive opportunity has presented itself as a result of additional funding allocated to the U.S. Department of Commerce, Economic Development Administration (EDA) via the American Rescue Plan Act (ARPA). EDA has received an additional \$3 billion ARPA allocation, most of which will be distributed via competitive grant awards under its Economic Adjustment Program. This program is among the most inclusive in funding for projects ranging from planning grants to dollars for project implementation. The Golden State Finance Authority (GSFA) is proposing to submit a single grant application on behalf of all Rural County Representatives of California (RCRC) member counties for the purpose of developing broadband strategic plans for each county. EDA would provide funding for 80% of the cost of each countywide broadband plan, with member counties committing the remaining 20%. For budget purposes, it is estimated that each county plan would cost approximately \$120,000. Therefore, each county that participates in the grant would be required to commit approximately \$25,000.

The American Rescue Plan Act dollars the County will be receiving is would be an excellent source for the match. The goal is for Inyo County to have a strategic plan at the end of project that would enable us to apply for project implementation funds from various federal agencies including USDA and EDA. In order to be included the County must submit the attached Letter of Support for the GSFA EDA application. Following that, the County would be asked to enter into a Memorandum of Understanding committing to providing the matching funds noted above.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

Rural County Representatives of California

FINANCING:

Funding will be identified prior to future MOU agenda item.

ATTACHMENTS:

1. Draft EDA Letter of Support

APPROVALS:

Darcy Ellis	Created/Initiated - 5/25/2021
Darcy Ellis	Approved - 5/25/2021
Clint Quilter	Final Approval - 5/27/2021



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
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RICK PUCCI
JENNIFER ROESER
MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

June 1, 2021

Malinda Matson, Economic Development Representative
U.S. Department of Commerce, Economic Development Administration
915 Second Avenue, Room 1890
Seattle, WA 98174

Dear Ms. Matson,

The County of Inyo wishes to express their support for the Golden State Finance Authority's Rural California Broadband Strategic Planning application to the U.S. Department of Commerce, Economic Development Administration under funding made possible by the American Rescue Plan Act. The application outlines an important program of work that would establish "foundational readiness" for broadband investment and deployment across rural California. The proposed work would include the development of comprehensive broadband strategic plans for many of the rural counties in the state, Inyo County among them, that do not currently have such plans.

High-speed, ubiquitous broadband availability in rural California is often a critical missing component of infrastructure. Its absence precludes residents and businesses in unserved and underserved communities from participating in the 21st Century economy. High-speed broadband provides essential benefits by allowing increased economic and trade opportunities for small to medium-sized businesses and serves as a required component of infrastructure for all large businesses in 2021. The lack of this essential infrastructure component is limiting existing businesses in rural California from reaching their full potential and eliminating business recruitment activities that could result in much needed jobs and investment for these communities.

The development of broadband strategic plans for rural California counties will provide important benefits for rural economies. First, it will allow communities to strategically invite and direct broadband investment into unserved and under-served areas; second, it will provide the information needed for local elected officials to develop policies that encourage that investment; and third, it will open the door for rural communities to take advantage of federal funding opportunities that require (or strongly encourage) broadband strategic plans to be in place. The broadband strategic plan creates the foundation upon which investment and deployment of broadband infrastructure can and will occur.

Inyo County is one of the counties that will benefit from the work proposed in Golden State Finance Authority's grant application. As such, we strongly support this application and request that you give it your highest level of consideration.

Sincerely,

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Cathreen Richards

SUBJECT: First District Planning Commissioner

RECOMMENDED ACTION:

Request Board consider letter of interest from Ms. Lanie Somers and appoint her as First Supervisorial District Planning Commissioner, to an unexpired four-year term ending December 31, 2022.

SUMMARY/JUSTIFICATION:

The First District Planning Commissioner Frank Stewart is retiring and has decided to resign from the Planning Commission, as well. Mr. Stewart served on the Planning Commission for many years and his dedicated service and thoughtful decisions are greatly appreciated.

Interest has been expressed from Ms. Lanie Somers for the First District Planning Commission appointment.

Pursuant to Inyo County Code Section 2.40.020, appointments to the Planning Commission shall be proposed by each supervisor from citizens residing in their specific District. Supervisor Dan Tothorh, representing the First District, has interviewed Ms. Somers and is nominating her for appointment to the vacant Planning Commission seat for the duration of Mr. Stewart's term ending December 22, 2022. After this, Supervisor Tothorh can nominate Ms. Somers for a full term.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not appoint Ms. Somers to the Planning Commission. This is not recommended, however, as this appointment will be vacant as of the end of May and it is necessary to fill the position to optimize the Commission's operations. The Board could also reject the applicant. This is not recommended as Ms. Somers is well qualified, and attracting qualified candidates in the past, at times, has been challenging.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Resources from the general fund are generally utilized to operate the Commission, although some costs are offset through fees.

ATTACHMENTS:

1. Lanie Somers - Planning Commission Letter of Interest

APPROVALS:

Cathreen Richards
Darcy Ellis
Cathreen Richards

Created/Initiated - 4/30/2021
Approved - 4/30/2021
Final Approval - 5/3/2021

Lanie Somers
1417 Birchim Lane
Bishop CA 93514

Supervisor Totheroh
Dtother@msn.com

Cathreen Richards, Planning Director Inyo County
crichards@inyocounty.us

May 1, 2021

Dear Supervisor Totheroh and Planning Director Richards,

I would like to express my interest in serving on the Inyo County Planning Commission. I served on the Town of Mammoth Lakes Planning Commission for nine years and have experience and understanding of processes such as NEPA and CEQA. I am also familiar with our housing problems and would seek to support solutions. Lastly I am familiar with the consideration needed when balancing public needs with private projects.

Having moved to Inyo County 9 years ago I became familiar with the different, yet similar, needs here. Should my interest and qualifications fill a need I would be pleased to serve as a Planning Commissioner for Inyo County.

Respectfully,

Lanie Somers



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Greg Waters

SUBJECT: Resolution Adopting List of Projects for Fiscal Year 2021-22 Funded by SB 1

RECOMMENDED ACTION:

Request Board:

- A) Approve proposed Resolution No. 2021-30, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Identifying Projects to be Funded by Road Maintenance and Rehabilitation Funds Pursuant to SB 1: The Road Repair and Accountability Act," and authorize the Chairperson to sign;
- B) Approve the recommended project lists attached to satisfy the documentation requirements to receive SB1, Road Repair and Accountability Act of 2017 funding from the Road Maintenance and Rehabilitation Account (RMRA); and
- C) Authorize the Public Works department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works department head, or his designee, to sign for the RMRA funding and all associated supporting documents.

SUMMARY/JUSTIFICATION:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, to address basic road maintenance, rehabilitation and critical safety needs on both the State highway and local streets and roads. An overview and details of the Senate Bill were outlined at the Board meeting of May 9, 2017. To recap, SB 1, or The Road Repair and Accountability Act of 2017, will increase the per gallon fuel excise taxes; increase the diesel fuel sales tax; increase vehicle registration fees; and provides inflationary adjustments to tax rates in future years. The collected revenue is to be placed in the State Road Maintenance and Rehabilitation Account (RMRA) for allocation. State law requires counties and cities to establish eligibility for SB 1 Road Maintenance and Rehabilitation Account (RMRA) funding on an annual basis by submitting a list of proposed projects to the California Transportation Commission (CTC). Project lists do not have to be adopted within a county or city budget for FY 2018-2019 and into the future, but project lists do have to be adopted by resolution at a regular public meeting. Projects that are proposed do not need to be completed in that fiscal year, and can be amended or continued in subsequent project proposals.

Public Works is bringing a resolution and project lists for the 2021-22 SB1 funding cycle as required in the SB1, Road Repair and Accountability Act of 2017 legislation to be eligible for Road Maintenance and Rehabilitation Account (RMRA) funding.

The requested projects in this SB1 funding cycle will include a continuation of any previously approved projects, including but not limited to:

- Project #5 - South Lake Road – Potential Bridge Funding for Grant Match
- Project #9 – Cactus Flat Road Repair
- Project #10 – North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement
- Project #13 – Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culverts, As Required
- Project #14 – Warm Springs Road Grader Overlay
- Project #15 – Death Valley Road Chip Seal
- Project #16 – Trona Wildrose Road Chip Seal
- Project #17 – Panamint Valley Road Paver Overlay
- Project #18 – Old Spanish Trail Road Grader Overlay
- Project #19 – Grandview, Mesquite, and Meadow Lane Fiber Seal
- Project #20 – Meadow Creek I & II, Lazy A Sidewalk Improvement
- Project #21 – Lasky Lane Drainage Remediation

The requested projects in this SB1 funding cycle will include newly listed projects, including but not limited to:

- Project #22 - Micro Fiber Slurry Seal
- Project #23 - Guardrail Replacement and Modernization
- Project #24 – Trona Wildrose Reconstruction
- Project #25 - Lone Pine Town Streets Asphalt Resurfacing Project
- Project #26 - Lone Pine Sidewalks and ADA Improvement Project

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the resolution and project lists; however, this is not recommended as the County would not be entitled to the SB1 funding. The addition of this funding will allow for continuing improvements to the County's road infrastructure and provide safer roads for the traveling public.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The attached Resolution is submitted for Board approval of proposed RMRA (SB-1) funded projects for the Fiscal Year 2021-2022.

ATTACHMENTS:

1. Inyo County Resolution and Road Maintenance and Rehabilitation Account Project Submittal 2021-2022

APPROVALS:

- | | |
|------------------|-------------------------------|
| Greg Waters | Created/Initiated - 5/11/2021 |
| Darcy Ellis | Approved - 5/12/2021 |
| Chris Cash | Approved - 5/12/2021 |
| Breanne Nelums | Approved - 5/12/2021 |
| Marshall Rudolph | Approved - 5/12/2021 |
| Amy Shepherd | Approved - 5/12/2021 |
| Michael Errante | Final Approval - 5/12/2021 |

RESOLUTION NO. _____

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Inyo County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Inyo County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, Inyo County, will receive an estimated \$3,000,000 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

WHEREAS, this is the 5th year in which Inyo County is receiving SB 1 funding and will enable Inyo County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, Inyo County has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, Inyo County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help Inyo County maintain and rehabilitate dozens of the 530 streets/roads, and several of the 50 bridges, add active transportation infrastructure throughout Inyo County this year and several types of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that Inyo County's streets and roads are in an "excellent/good/at-risk/poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "excellent/good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets

infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Inyo County, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues:

Project #22 Micro Fiber Slurry Seal
Project #23 Guardrail Replacement and Modernization
Project #24 Trona Wildrose Reconstruction
Project #25 Lone Pine Town Streets Asphalt Resurfacing Project
Project #26 Lone Pine Sidewalks and ADA Improvement Project

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, Inyo County is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project #5 South Lake Road – Potential Bridge Funding for Grant Match
Project #9 Cactus Flat Road Repair
Project #10 North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement
Project #13 Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culverts, As Required
Project #14 Warm Springs Road Grader Overlay
Project #15 Death Valley Road Chip Seal
Project #16 Trona Wildrose Road Chip Seal
Project #17 Panamint Valley Road Paver Overlay
Project #18 Old Spanish Trail Road Grader Overlay
Project #19 Grandview, Mesquite, and Meadow Lane Fiber Seal
Project #20 Meadow Creek I & II, Lazy A Sidewalk Improvement
Project #21 Lasky Lane Drainage Remediation

[See Attachments]

PASSED AND ADOPTED by the Board of Supervisors of Inyo County, State of California this _____ day of _____, 2021, by the following vote:

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #22

Micro Fiber Slurry Seal

TR#18-002

Description:

The Micro Fiber Slurry Seal Project involves the application of a reinforced slurry seal to various roads within Inyo County road system.

Locations:

Road #	Road Name	Miles
2023	COLUMBINE DRIVE	0.38
2027	NORTH STREET	0.10
2081	ALPINE DRIVE	0.23
2086	WHITE PINE ROAD	0.09
2087	IRIS DRIVE	0.09
2088	CATARACT ROAD	0.73
2089	SAGE DRIVE	0.15
2090	CARDINAL ROAD	0.41
2091	BROOK LANE	0.07
2092	MIDDLE FORK ROAD	0.27
2093	RESERVOIR ROAD	0.56
2095	HABEGGER LANE	0.09
2096	CANYON DRIVE	0.23
2097	MOUNT TOM VIEW DRIVE	0.09
2098	SIERRA SUMMIT	0.05
2099	SUMAC ROAD	0.11
2100	MANZANITA ROAD	0.11
3051	BUTCHER LANE	0.25
3054	TERRACE DRIVE	0.33
3057	PINE ROAD	0.26
3058	JUNIPER ROAD	0.17
3059	MOUNTAIN ROAD	0.33
3060	MEADOW LARK ROAD	0.06
3061	ELMCREST DRIVE	0.34
3063	CARMELEA LANE	0.22

3064	MARIANNE WAY	0.13
3065	JULIE ANN LANE	0.04
3066	BETTY LOU LANE	0.11
3067	MICHELLE CIRCLE	0.05
3068	MYRTLE LANE	0.15
3069	KRISTINE CIRCLE	0.05
3070	OLIVIA LANE	0.38
3071	TAMMY LANE	0.02
3072	TAWNIA LANE	0.04
3201	POPLAR STREET	0.07
3202	CENTER STREET	0.10
3203	LOCUST STREET	0.14
3204	HOME STREET	0.10
3205	NANCY LANE	0.08
3206	CROCKER AVENUE	0.50
3207	CORNELL STREET	0.31
3208	DEWEY STREET	0.25
3209	CHESTNUT STREET	0.25
3210	WALNUT STREET	0.25
3211	BLAKE STREET	0.25
4404	WILLOW STREET - EAST	0.16
4407	MOUNTAIN VIEW STREET - EAST	0.36
4409	POST STREET - EAST	0.37
4411	MUIR STREET	0.32
4410	SOUTH STREET - WEST	0.08
4412	SCHOOL STREET - EAST	0.08
4413	INYO STREET - EAST	0.28
4052	STREET "B"	0.27
4053	STREET "C"	0.21
4054	STREET "D"	0.05
4055	STREET "E"	0.12
4056	STREET "F"	0.22
4419	JACKSON STREET - NORTH	0.22
4419A	JACKSON STREET - SOUTH	0.05
4421	LONE PINE AVENUE - NORTH	0.16
4421A	LONE PINE AVENUE - SOUTH	0.25
4422	HAY STREET - NORTH	0.15
4422A	HAY STREET - SOUTH	0.26
4423	MOUNT WHITNEY DRIVE - SOUTH	0.25
4423A	MOUNT WHITNEY DRIVE - NORTH	0.26
4408	WHITNEY PORTAL ROAD	0.10
4425	LINE STREET	0.20
4057	MCELROY LANE	0.05

4424	LAKE VIEW AVENUE - SOUTH	0.34
4410A	SOUTH STREET - EAST	0.08
4409A	POST STREET - WEST	0.11
4424A	LAKE VIEW AVENUE - NORTH	0.17
4405A	BUSH STREET - EAST	0.53
4006A	LONE PINE NG ROAD	0.33
4006B	LONE PINE NG ROAD	0.26
4403B	LOCUST STREET - EAST	0.40

Estimated useful life:

The estimated useful life for the microfiber slurry seal is five (5) years

Anticipated construction date:

July 2021 through June 2022

Costs for this project are estimated to be:

\$500,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #23

Guardrail Replacement and Modernization

TR#18-002

Description:

The guardrail replacement and modernization will be performed at various segments of guardrail on bridges less than 20' in length within the Inyo County road system.

Locations:

The guardrails to be replaced and or modernized include initial sections on the follow roads: Whitney Portal Road, Five Bridges Road, Warm Springs Road, Onion Valley Road, Sabrina Road, Brockman Lane, Barlow Lane, and Poleta Road at Bishop City Limit.

Estimated useful life:

The estimated useful life for the guardrail replacement is expected to be twenty (20) years minimum

Anticipated construction date:

July 2021 through June 2022

Costs for this project are estimated to be:

\$100,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #24

Trona Wildrose Reconstruction

TR#18-002

Description:

The Trona Wildrose Reconstruction Project will rebuild one (1) mile of Trona Wildrose Road. The road has deteriorated due to base failure.

Location:

One (1) mile of Trona Wildrose Road starting at the Inyo County/San Bernardino County line.

Estimated useful life:

The estimated useful life for the reconstruction of this road is twenty (20) years

Anticipated construction date:

July 2021 through June 2022

Costs for this project are estimated to be:

\$750,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #25

Lone Pine Town Streets Asphalt Resurfacing Project

TR#18-002

Description:

The Lone Pine Town Streets Asphalt Resurfacing Project will require the pulverization and paving of several roads with 2.5" of HMA (Hot Mix Asphalt).

Locations:

All proposed roads to be pulverized and paved are within the Town of Lone Pine. Roads slated for this scope of work include East Mountain Street, North and South Brewery Street, North and South Mt. Whitney Drive, East and West Post Street, Tim Holt Street, North and South Lone Pine Avenue, North and South Lake View Street, and East Miur Street. Additionally, bike lanes will be striped on the shoulders in select areas, and three (3) existing ADA ramps in the project area will be upgraded to ADA standards.

Estimated useful life:

The estimated useful life for the reconstruction of this road is twenty (20) years

Anticipated construction date:

July 2021 through June 2022

Costs for this project are estimated to be:

\$100,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #26

Lone Pine Sidewalks and ADA Improvement Project

TR#18-002

Description:

The Lone Pine Sidewalks and ADA Improvement Project will require the removal and replacement of several sidewalks in the Town of Lone Pine.

Locations:

All proposed sidewalks to be removed and replaced will be brought up to ADA standards. Potential segments of sidewalks to receive this remediation work include Whitney Portal from Washington to Jackson, Jackson from Whitney Portal to Begole, as well as Locust Street in front of the school.

Estimated useful life:

The estimated useful life for the reconstruction of this road is thirty (30) years minimum

Anticipated construction date:

July 2021 through June 2022

Costs for this project are estimated to be:

\$100,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project # 5,

South Lake Road - Potential Bridge Funding for Grant Match

Description;

On South Lake Road, the project will pulverize and reclaim the existing pavement and portion of the existing subgrade for use as a new base course and overlay with a new asphalt concrete pavement section on 6.9 miles of South Lake Road, as well as minor widening along the first 2.1 miles. The project includes grading, pulverize existing pavement, minor drainage structures, major drainage structures, slope stabilization, rock scaling, placement of crushed aggregate base and asphalt pavement, signing, striping, and other safety-related features necessary to meet current design practice.

In December 2014, Inyo County submitted a Federal Lands Access Program grant application for the South Lake Road project. The competitive grant application proposed a 12% match. The Federal Highway Administration implements the project. The environmental and design components of the project have been completed. This project will leverage about \$10 million in federal funding. The County proposed to fund the match for the project through the 2018 State Transportation Improvement Program (STIP). The California Transportation Commission programmed the project, but moved it back two years because of over-programming in the early years of the STIP. The County will attempt to still deliver the project on time through the STIP. If those funds are not available in a timely fashion, the County will use SB 1 funds to deliver the project.

Location;

South Lake Road (#2022) between US 168 and the South Lake trailhead parking area, approximately 12 miles Southwest of Bishop, California.

Estimated useful life;

20 Years.

Anticipated construction date;

05/01/2020 through 06/30/2021

Costs for this project are estimated to be;

Construction Match

\$1,369,000

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #9

Cactus Flat Road Repair

Description;

This project will consist of an asphalt overlay of 1500' x 20' of damaged pavement on Cactus Flat Road #5024. The Department of Water and Power, City of Los Angeles (DWP), will be doing a realignment of Cactus Flat Road, a County Road, to allow DWP to perform infrastructure upgrades. Upon completion of the realignment, the County will perform an asphalt overlay on a 1500' section of Cactus Flat East of the DWP project boundary.

Location;

Cactus Flat Road is located in Inyo County, just south of Olancho. The section that will be repaired is approximately 5 miles west of the intersection of Cactus Flat Road and US395, 5 miles south of Olancho.

Estimated useful life;

20 years

Anticipated construction date;

7/1/2020 through 6/30/2022

Costs for this project are estimated to be;

Inyo Engineers Estimate	\$80,000
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Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #10

North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement

Description;

In 2017, a storm system destroyed a County bridge located in North Round Valley Road #1003, a County Road. This bridge was on the primary access route for the community of 40 Acres, located at the North end of the paved section of North Round Valley Road, approximately one mile north of the bridge. This bridge replacement qualified for State of California OES disaster funds at 75% reimbursement of project costs, incident #2017-11; 3602 (attached). Also included in this incident is the repair and stabilization of Birchim Lane #1006, a County Road. Birchim Lane is a secondary primitive road that allows access to the effected community, and has now become the primary access to the community of 40 Acres. Birchim Lane has also qualified under the OES Disaster incident and is eligible for the 75% reimbursement of project cost from the State of California. Environmental and bridge design are currently underway for the North Round Valley Bridge, as well as design and repair of Birchim Lane. The Office of Emergency Services has approved the Engineers estimate of \$3,400,000 for the North Round Valley Bridge Replacement, as well as \$600,000 for the Birchim Lane repair and stabilization. It is anticipated that the State of California OES will fund \$3,000,000; Inyo County will provide the 25% contribution of \$1,000,000 with SB1 funds. Due to the anticipated two to three year construction schedule, it is anticipated that the County contribution will be divided over the FY2020-2021 and FY2021-22 SB1 funding cycles, at \$500,000 each cycle.

Locations;

North Round Valley Road, with the damaged bridge, and Birchim Lane, that intersects North Round Valley Road, is located in Inyo County, 15 miles North West of Bishop.

Estimated useful life;


Useful life is 50 years

Anticipated construction date;

Pre-Con Schedule 7/1/2020 through 6/30/2021 Construction Schedule 7/1/2021 through 6/30/2022

Costs for this project are estimated to be;

25% County contribution requirement; \$1,000,000, (Anticipate dividing between FY2020-21/FY2021-22 SB1 cycles)

 <p>STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES</p> <p>California Disaster Assistance Act Damage Survey Report (DSR)</p> <p>3602</p>	STATE DISASTER NUMBER: 2017-11	FEDERAL DISASTER #: N/A
	STATE APPLICANT ID NUMBER: 027-00000	FEDERAL PA ID #: NA
	STATE INCIDENT PERIOD: 03/01/17 to 07/30/17	
	TYPE OF DISASTER: <input type="checkbox"/> Governor's Proclamation or <input checked="" type="checkbox"/> Director's Concurrence <input type="checkbox"/> Earthquake or <input type="checkbox"/> Flood/Winter Storm or <input type="checkbox"/> Fire <input checked="" type="checkbox"/> Other (Please Specify Type): Snow Melt	
TYPE OF CDAASR CATEGORY: <input type="checkbox"/> Emergency Work or <input checked="" type="checkbox"/> Permanent Work C ROAD SYSTEMS AND BRIDGES		
SUPPLEMENT TO CDAASR #:		

SUBGRANTEE NAME: **Inyo County**

FACILITY/SITE ADDRESS OR DIRECTIONS (Include City, County of Site):
 North Round Valley Road-Pine Creek Bridge. Round Valley CA, Inyo County

COUNTY:
Inyo

DESCRIBE DISASTER RELATED DAMAGE TO THE FACILITY/SITE:

Excessive amounts of snow caused by the January-February 2017 Storms Disaster and a rain event in the mountains, produced extraordinary high flows in Pine Creek resulting in severe erosion to the south bank and bridge failure. Pine Creek flows scoured away approximately 50 feet of embankment and roadway south of the southern bridge abutment. Scouring beneath the footing of the southern abutment compromised the integrity of the bridge structure resulting in settling of the southern abutment and pulling the bridge deck away from the north abutment.

SCOPE OF WORK:

Work to Be Completed:
 Permanent restoration will include removing damaged bridge structure and debris from the Pine Creek channel. Constructing a new 75' by 35' Reinforced Concrete Box Girder Bridge with abutments, constructing approach slabs, roadwork and guard railing, installing and placing rip rap for slope and scour protection. Traffic has been detoured to Birchim Lane as an alternate route until the bridge can be constructed (duration of 2-4 years). Birchim Lane will require work/maintenance to safely address the increased volume of traffic for this duration. Preliminary Engineering and Construction Engineering will include bridge design, surveying, geotechnical studies, hydraulic studies, environmental and archaeological clearances, material testing, coordination with various regulatory agencies, construction management and project documentation.

Is this Facility Eligible for Federal Funds?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> INKN	Federal DSR/PW Number:	N/A
Federal Program:	<input type="checkbox"/> EMA <input type="checkbox"/> HRCS <input type="checkbox"/> HWHA <input type="checkbox"/> PSACE <input type="checkbox"/> OTHER	Federal DSR/PW \$ Amount:	N/A
Is this an Historic Structure?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> INKN	On National Register?	<input type="checkbox"/>
Significant Effect on Environment?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> INKN	50+ Years Old?	<input type="checkbox"/>
Is there Insurance for Damages?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> INKN	Is Project Cat-X or Stat-X?	<input type="checkbox"/> ES <input type="checkbox"/> NO <input checked="" type="checkbox"/> INKN
Work done by Force Account Labor?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> INKN	Insurance Recovery:\$	0
		Ins. Deductible	\$0
		Percentage of Work Completed at Inspection:	10%
Total Eligible Labor, Equipment, Materials and Contract costs from Cost Worksheet:		TOTAL COSTS:	\$2,730,670.00
OES Applicant Services Rep. Name	OES ASR Signature	Date of Site Inspection:	1/25/2018
Marcia Burchiel	<i>Marcia Burchiel</i>	Date of DSR Submission to AC:	1/25/2018
Name of Local Representative	Representative's Signature	Recommend Eligible?	<input checked="" type="checkbox"/> ES <input type="checkbox"/> NO
Kelley Williams	Concur by Phone	Concur with Scope of Work?	<input checked="" type="checkbox"/> ES <input type="checkbox"/> NO
Name of Reviewer/Manager	Reviewer/Manager Signature	Contact Telephone Number:	(760) 878-0292
Peter Crase	<i>Peter Crase</i> 1/29/18	Date Reviewed:	01/25/18
Public Assistance Officer	PAO Signature	Recommend Eligible?	<input checked="" type="checkbox"/> ES <input type="checkbox"/> NO
David Gillings	<i>David Gillings</i> 2/6/18	See attachment explaining changes or denial	Approved? <input checked="" type="checkbox"/> ES <input type="checkbox"/> NO
		Amount \$:	2,730,670.00

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #13

Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culvert – As Required

TR#18-002

Description:

Application of rubberized crack fill and pot-hole patching to seal asphalt pavement to prevent water intrusion to the subgrade, protecting the subgrade from erosion and causing pavement failure. Overlay for some roads that are in an advanced state of deterioration, restriping, and guardrail and culvert repairs and/or replacement as necessary.

Locations:

County-wide, the Inyo County Road Route system, where several roads are grouped in areas, or 'zones' will be used for identification of the residential streets, outlying roads, and individual roads receiving the crack fill, patching, restriping, overlay, guardrail, and culverts. Not every road in each route will warrant the application, the routes identified below are both residential and outlying roads, roads within the routes will receive some application, towns and routes are as follows;

- Bishop Area; Routes #1001 through #1006
- Big Bine Area; Routes #2001, through #2004
- Independence Area; Routes #3001 through #3005, and #3008
- Lone Pine Area; Routes #4001 through #4008
- Tecopa/Shoshone Area; Routes #5002 through #5006

Estimated useful life:

Useful life is 10 years

Anticipated construction date:

7/01/2021 through 6/30/2022

Costs for this project are estimated to be:

\$1,000,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #14

Warm Springs Road Grader Overlay

TR#18-002

Description:

The Warm Springs Road Grader Overlay includes the prepping, tack coating, and application of a 2" +/- layer of Cold Mix Asphalt (CMA) to 2.3 miles of existing roadway 24' wide. Also included in this scope-of-work is any necessary shoulder backing and ditch clearing/shaping, as well as striping/asphalt markings.

Location:

The location is from US 395 to Eastside

Estimated useful life:

The estimated useful life is 15 years for the CMA overlay

Anticipated construction date:

July 2021 through June 2022

Costs for this project are estimated to be:

\$900,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #15

Death Valley Road Chip Seal

TR#18-002

Description:

The Death Valley Road Chip Seal includes the application of chip sealing to 4 miles of existing roadway 24' wide. Also included in this scope-of-work is the striping/asphalt markings for areas overlaid by the chip seal.

Location:

The location is the road segment from 11.2 miles and 15.2 miles east of US 395 on Hwy 168 out of Big Pine.

Estimated useful life:

The estimated useful life for the chip seal is 5 years

Anticipated construction date:

July 2021 through June 2022

Costs for this project are estimated to be:

\$700,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #16

Trona Wildrose Road Chip Seal

TR#18-002

Description:

The Trona Wildrose Road Chip Seal includes the chip sealing of 2) 2 mile long segments of roadway 22' wide. Also included in this scope-of-work are the striping/asphalt markings for areas overlaid by the chip seal.

Location/s:

The location of the two road segments are north of the Inyo County Line on the South end

Estimated useful life:

The estimated useful life for the chip seal is 5 years

Anticipated construction date:

July 2021 through June 2022

Costs for this project are estimated to be:

\$650,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #17

Panamint Valley Road Paver Overlay

TR#18-002

Description:

The Panamint Valley Road project involves performing a paver overlay of intermittent segments of the 14 mile long section of existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:

The location of the Panamint Valley Road is between Highway 190 and Trona Wildrose Road

Estimated useful life:

The estimated useful life for the chip seal is 5 years

Anticipated construction date:

July 2021 through June 2022

Costs for this project are estimated to be:

\$500,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #18

Old Spanish Trail Road Grader Overlay

TR#18-002

Description:

The Old Spanish Trail Road Grader Overlay involves performing a grader overlay of intermittent segments of the existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:

The location of the Old Spanish Trail Road is between Highway 127 and the Nevada Border

Estimated useful life:

The estimated useful life for the grader overlay is 10 years

Anticipated construction date:

July 2021 through June 2022

Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #19

Grandview, Mesquite, and Meadow Lane Fiber Seal

TR#18-002

Description:

The Grandview, Mesquite, and Meadow Lane Project involves applying a fiber seal coat to approximately 1 mile of residential roadway 36' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:

The location of the Grandview, Mesquite, and Meadow Lane fiber seal coating project is in the residential area off West Line Street (CA 168 West) behind Manor Market.

Estimated useful life:

The estimated useful life for the fiber seal coating is 5 years

Anticipated construction date:

July 2021 through June 2022

Costs for this project are estimated to be:

\$150,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #20

Meadow Creek I/II & Lazy A Sidewalk Improvement

TR#18-002

Description:

The Meadow Creek I/II & Lazy A Sidewalk Improvement Project involves the identification, removal, and replacement of damaged or displaced areas of concrete sidewalk as well as sections of curb & gutter. Tree removal, root pruning, installation of root barrier, and asphalt patching will also be required.

Locations:

The location of the Meadow Creek I/II & Lazy A Sidewalk Improvement Project is East of the intersection of Barlow Lane and US 395.

Estimated useful life:

The estimated useful life for the sidewalk and curb & gutter replacement will be 20+ years.

Anticipated construction date:

July 2021 through June 2022

Costs for this project are estimated to be:

\$150,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2021/2022 SB 1 Projects

Project #21

Lasky Lane Drainage Remediation

TR#18-002

Description:

The Lasky Lane Drainage Remediation Project involves the application of cold mix overlay to low areas of the existing Lasky Lane roadway to reconfigure drainage patterns to appropriate surface drainage transport mechanisms.

Location:

The location of the Lasky Lane Drainage Remediation area is the section of Lasky Lane just north and west of Lone Pine.

Estimated useful life:

The estimated useful life for the Lasky Lane Drainage Remediation work will be 30+ years.

Anticipated construction date:

July 2021 through June 2022

Costs for this project are estimated to be:

\$20,000+ from RMRA (SB-1) Funds



County of Inyo



County Administrator - Parks & Recreation

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Leslie Chapman

SUBJECT: Concession Agreement for Operation and Maintenance at the Tecopa Hot Springs Campground and Pools.

RECOMMENDED ACTION:

Request Board approve the concessionaire's agreement between the County of Inyo and Tecopa Hot Springs Conservancy, LLC of Las Vegas, NV for the operation and maintenance of the Tecopa Hot Springs Campground and Pools in Tecopa, CA for the period of July 1, 2021 through June 30, 2031, with two options to extend through June 30, 2041, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County leases 40-acres of land from the Federal Bureau of Land Management (BLM) in Tecopa, California, on which there are several County improvements including: 250 dry campsites (105 have electrical hookups); four (4) restroom facilities; two (2) bathhouses with showers; a community center; a 2-acre sewage evaporation treatment pond; and, an R.V. dump station.

Tecopa Hot Springs Conservancy, LLC has been the concessionaire for the Tecopa Hot Springs Campground since 2015 when they were the selected from two proposals that were submitted as responses to a request for proposal. The staff report from the time had a concise description of the process and history of County vs Concessionaire run operations for the hot springs and campground. That description is quoted below in the history section of this staff report for those who may not recall the process and result.

The existing contract expired December 31, 2020 and has been under the holdover provisions since then. Before the lease expired, the Concessionaire approached the County with a desire to renegotiate the contract rather than exercising the first 5-year option to extend the lease, stating the following reasons:

- They can't afford the escalating Operation Fees stated in the contract after losing two busy seasons due to COVID -19, which greatly impacted their revenues;
- They underestimated the condition of electrical lines and water lines and have had to divert money to repairs, depleting funds anticipated for improvements.
- They have recently invested in redoing the bath houses and other repairs and don't want to lose their investment.
- They need cash flow to continue making improvements, so they requested that the County waive the minimum operating fee for the next two years and agree to a flat \$5,000 for the duration of the agreement

with assurance that the improvements listed on Attachment A will be completed.

Based on meetings with the Concessionaire and knowledge of the impacts of COVID and the condition of the hot springs and bath houses, staff determined that the above requests appear reasonable. Additional considerations were given to the cost of issuing a new RFP and the likelihood that there will be other qualified concessionaires responding to the RFP, based on prior experience at this location. During the renegotiation phase, Public Works and Building and Maintenance were consulted and they recommended adding clarifying language on areas of responsibility such as water, sewage, electrical and building permits. With the help of County Counsel, that was done. Additionally, County staff and the Concessionaire agreed to more frequent meetings to discuss projects, issues and resolutions. We also established consistent lines of communications for complaints. With all of the above information and considerations, staff recommends approving this new Concessionaire's Agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The following excerpt was copied from the staff report dated January 13, 2015 which was when the Tecopa Hot Springs Conservancy, LLC was named successful bidder and a five-year contract with two extension options was approved and executed:

Since 2004, the County has relied upon a concessionaire, California Land Management (CLM) to operate the pools and campground under a concessionaire agreement. The CLM agreement expired on October 1, 2014. Since that time the County has been operating the Campground and Pools with existing and temporary staff. In year's prior the concessionaire agreement, the County operated the campground and pools. The County collected a fee at the campground but the pools were open to the public, free of charge, 24-hours a day. Since October the County has been collecting for camping but the pools have been available free for public use during hours that staff was available on the premises.

On June 10, 2014, the Board of Supervisors reviewed options for the operation of the Tecopa Hot Springs Campground and Pools and directed staff to issue a Request for Proposals (RFP) for a potential concessionaire.

Staff presented several options to the Board regarding potential operation models to be explored including:

- Operate with County staff - either shared with Library and HHS or dedicated Parks staff
- Issue new RFP for Concessionaire Agreement
- Allow for free public use of Bath Houses, and close campground
- Close Bath Houses and campground

In addition to the discussion with your Board, staff also held a community meeting in Tecopa on June 10, 2014 to solicit input regarding operations of the campground and pools. With the input from the Board and the community in mind, staff prepared an RFP. On July 15, 2014 your Board approved the issuance of an RFP for a potential concessionaire. The RFP was sent to campground and hot springs operators throughout California and Nevada as well as to interested parties in the community of Tecopa. Responses to the RFP were due September 19, 2014. The County received two responses as follows:

- Tecopa Hot Springs Conservancy
- Indy Development Group, LLC

As community residents requested at the Tecopa meeting on June 10, 2014 both proposals were made available for community review to community members at the Tecopa Community Center. A form was provided for the rating and ranking of the proposals. In another meeting to update the community on September 23, 2014, both respondents were in attendance and each gave a brief summary of their proposal to the members of the community in attendance at the meeting. All forms and comments that were submitted have been reviewed and weighed by staff.

Staff reviewed both proposals for content and in association with the scoring criteria within the RFP, and with consideration given to the community input. On November 12, 2014 staff updated your Board with the recommendation that negotiations for a concessionaire agreement begin with the Tecopa Hot Springs Conservancy. Staff has exchanged numerous emails and on December 22, 2014 held a meeting with Tecopa Hot Springs Conservancy in an effort to agree upon contract terms. Those efforts have resulted in the mutually agreeable and beneficial contract being recommended for approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Agreement, however, this is not recommended as that would require the County to operate and maintain the facility, which has proven difficult and costly in the past. Your Board could also direct staff to do a request for proposal, however, that is not recommended as there were only two responses in the past and staff and the Tecopa community chose Tecopa Hot Springs Conservancy.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Tecopa Concessionaire Agreement 2021

APPROVALS:

Leslie Chapman	Created/Initiated - 5/11/2021
Darcy Ellis	Approved - 5/12/2021
Leslie Chapman	Approved - 5/12/2021
Marshall Rudolph	Approved - 5/12/2021
Amy Shepherd	Final Approval - 5/13/2021

**CONCESSION AGREEMENT BETWEEN COUNTY OF INYO
AND TECOPA HOT SPRINGS CONSERVANCY, LLC FOR
THE OPERATION AND MAINTENANCE OF THE
TECOPA HOT SPRINGS PARK AND CAMPGROUND**

THIS AGREEMENT, made and entered into this 25th day of May, 2021 between the COUNTY OF INYO, a political subdivision of the State of California, hereinafter called "County", whose address is 224 N. Edwards Street, Independence, California, 93526, and Tecopa Hot Springs Conservancy hereinafter called "Concessionaire", whose corporate address is 7223 Linden Ave, Las Vegas, NV 89110 and whose mailing address is P.O. Box 103 Tecopa, CA 92389. The County Administrator or his/her designee shall act on behalf of the County for purposes of this agreement.

WITNESSETH:

WHEREAS, County leases from the Bureau of Land Management (BLM) certain property, more commonly referred to as Tecopa Hot Springs Park and Campground, and mineral water bathhouses for the use of and enjoyment of the public; and

WHEREAS, County desires to grant to Concessionaire the right to operate thereon a campground, bathhouses and camp retail store for the benefit and enjoyment of the users of said recreational facility, and County warrants that it has the rights and ability to grant these rights; and

WHEREAS, Concessionaire is desirous of operating such operation within said recreational facility;

NOW, THEREFORE, the parties hereto do hereby agree one with the other as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants and conditions herein, County grants to Concessionaire the exclusive right during the term of this agreement to enter onto and operate a campground and bathhouses (hereinafter referred to as "campground") at Tecopa Hot Springs Park and Campground upon the terms and conditions more fully hereinafter set forth.

1. AGREEMENT SUBJECT TO MASTER LEASE.

1.1. Concessionaire agrees that notwithstanding any other provision of this Agreement, this Agreement is subject to the terms and conditions of any existing lease, contract, encumbrance, or any such document, right, or interest which may hereafter be exchanged or substituted therefor, affecting the County's rights to the premises. In no event shall Concessionaire seek, have or claim any right of possession or occupation of the premises at variance with the terms thereof or beyond the period of County's right thereto and, notwithstanding any other provision of this Agreement, the term of this Agreement shall automatically terminate without prior notice to concessionaire twenty-four (24) hours prior to the expiration or termination of any such underlying lease or contract. Nothing herein shall obligate County to renew any such underlying lease, contract, encumbrance or easement.

1.2. The County currently leases the Tecopa Hot Springs Park Campground from the United States Department of the Interior, Bureau of Land Management (the Master Lease), the terms of this Agreement are subordinate to that lease as set out in the foregoing paragraph, and the Master Lease between the County and BLM for the Tecopa Hot Springs Park Campground terminates on December 31, 2033.

1.3 Should any successor Master Lease between the County and BLM materially change the County's obligations, the Parties agree to meet and confer regarding possible modifications to this agreement relative to material impacts to the County resulting from the new Master Lease. Nothing herein shall obligate BLM to renew any such master lease, contract or successor document. The County will continue to occupy and operate the on-site Community Center, Library facilities, playground, and sewage treatment lagoon.

2. EQUIPMENT. Concessionaire agrees, in its own name, to provide all equipment, insurance, licenses, permits, supplies of all kinds and nature, and to require County to furnish nothing whatsoever in the course of its operation of such campground.

3. TERM.

3.1. This agreement shall be for a period of approximately ten (10) years from the date of commencement, subject to two (2) options in favor of Concessionaire to renew said agreement for five years each on the same terms and conditions as in the initial term, subject to section 4.2 below.

3.2. Exercise of Options. The two options shall be for separate and successive five (5) year periods. A written notification of the exercise of an option must be received by the County no less than six (6) months prior to the expiration of the initial concession term or successive option period, sent by certified mail to the address hereinafter provided. Failure to exercise any option in the manner provided above by making a written request of County will nullify that and successive options herein granted. Options may be exercised provided:

3.2.1. Neither Concessionaire nor County has terminated this Agreement, or any extension thereof, for any reason.

3.2.2. Concessionaire is not in default under any term or condition of this Agreement, or any extension thereof.

3.3. This agreement shall commence on July 1, 2021, and cease and terminate for all purposes on June 30, 2031, unless an option is exercised as set forth, at which time the new dates for said term shall take effect on the terms and conditions herein provided.

3.4. This agreement may be terminated by either of the parties hereto for cause upon one party giving ninety (90) day notice in writing to the other party of its intention to terminate this agreement. If Concessionaire is in noncompliance with any portion of this agreement, the County may terminate this agreement for non-compliance after thirty (30) day written notice if 30 days after written notice has been given to Concessionaire of the noncompliance said noncompliance has not been cured, or, if the noncompliance cannot reasonably be cured within 30 days, and Concessionaire fails to commence to cure the noncompliance within the 30-day period and does not diligently and in good faith continue to cure the default.

4. OPERATION FEES.

4.1. Operation Fees - Option Periods. The Operation Fee during the term of this ten (10) year lease shall be Five Thousand Dollars (\$5,000) annually, subject to the waiver set forth in paragraph 11.5 below.

Recognizing the distant time horizons associated with the options provided for in this agreement, and that business conditions may change considerably by the time the Concessionaire may decide to exercise these options, the Parties agree that the Operation Fees for the Option Periods in this section shall be renegotiated during the six (6) month period prior to the Concessionaire's deadline for exercising the option(s) described in section 3.2 above. Any negotiated change in the Operation Fees for the Option Period must be approved by the County Board of Supervisors prior to exercising of the option.

4.2 Payment to County. Commencing on July 1, 2021, , Concessionaire shall make payment to County, on or before May 30th each year, for a lump sum payments of the minimum Operation Fee for the previous calendar year. The Fee shall be sent to: County of Inyo, Parks Office, 1360 N. Main St., Room 231, Bishop, CA 93514.

4.4. Late Fee. Concessionaire acknowledges late payment by Concessionaire to the County of the annual fee will cause County to incur costs not contemplated by the Agreement. Such costs include, without limitation, possessory and accounting charges. Therefore, if payments are not received by County when due, Concessionaire shall pay to County an additional sum of 5% of the overdue payment as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that the County will incur by reason of late payment by Concessionaire. Acceptance of any late charge does not constitute a waiver of Concessionaire's default with respect to the overdue amount, or prevent County from exercising any of the other rights and remedies available to County.

5. ACCOUNTING/AUDITING.

5.1 Concessionaire agrees to maintain accounting records, according to accounting procedures acceptable to County, for the operation of campground, pools and store. Said records shall include accounting for all income from camping fees, pool use, RV holding tank dumping, and all income from any other source of revenue, including retail, and all expenditures relating to the improvements referred to herein. Accounting for expenditures for improvements shall be kept separate and distinct from accounting for expenditures for operations and maintenance. Said records shall be available to County for inspection at all times. Concessionaire shall make available for auditing purposes its accounting records, relating to this agreement, to County's Auditor/auditing firm who may be auditing for the County, and the Grand Jury.

5.2 Concessionaire shall submit to County, no later than June 30th each year, financial statements, including a balance sheet and income statement for the calendar year ended the prior December 31st. These financial statements may be subject to audit by a CPA firm, at Concessionaire's expense, upon request by the County.

6. PURPOSES; DAYS AND HOURS: OPERATION.

6.1. The premises shall be used by Concessionaire only for the purpose of operating a campground, store, and public bathhouses.

6.2 Concessionaire shall operate and maintain the campground in accordance with the provision of Exhibit A and B hereto; the "'Request for Proposal' for Concessionaire for operation of the Tecopa Hot Springs Campground, Tecopa, California, dated August, 2014, Concessionaire's proposal in response to that Request for Proposal; and Concessionaire's response to

County's "Notice Requesting Additional Information, etc."

6.3. Concessionaire shall, without cost to the County, continuously operate the campground for the purposes specified in the Agreement. If the buildings or equipment used for the campground are damaged or destroyed and this Agreement remains in full force and effect, Concessionaire shall continue to operate the campground to the extent reasonably practical from the standpoint of good business judgment during any period of reconstruction. Concessionaire shall employ its best efforts to operate the business conducted on the premises in a manner that will produce the maximum volume of gross sales.

6.4. Concessionaire may utilize the County-operated Community Center for community events open to the public with written permission of the Director of Parks.

6.5. Concessionaire agrees to operate said concession in accordance with all applicable Inyo County ordinances and the laws of the State of California, and the rules and regulations adopted thereunder, governing such establishments. Concessionaire shall inform the public utilizing the RV sewage dump facilities that they are prohibited from utilizing treatment chemicals in their waste disposal and shall ensure that the RV sewage dump facilities are not utilized beyond the designed capacity. Additionally, Concessionaire will maintain the bathhouses and restrooms located within the campground in a clean, sanitary condition and ensure that the facilities are well stocked at all times. Concessionaire shall operate the campground in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstructions of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority now, or at any time during the term of this Agreement, relating to public health, safety or welfare. Concessionaire further agrees that it is the sole operator of such campground and that the County has no interest in the operation of the business to be conducted thereon and that County is in no way responsible for any indebtedness which may arise from its operation of said concession. No offensive or dangerous activity shall be carried on or permitted on the concession premises. No goods, merchandise or materials that are explosive or hazardous shall be sold, kept or stored on the premises.

6.6. The campground may be operated 24 hours a day.

7. MAINTENANCE. Concessionaire agrees to maintain the campground, buildings, including the rest room and shower building at the campground as described in Attachment C, and related equipment and shall, at its own expense, provide routine maintenance to the electrical and water systems (including wells and the water supply to the Community Center), plumbing, gas service, roofs, and sewer piping exiting buildings to the point of entry to the treatment pond. Concessionaire shall comply with all laws, rules and regulations applicable thereto, adopted by federal, state or other governmental bodies, or departments or officers thereof, including, without limitation, the obligation at

Concessionaire's cost to alter, maintain or restore its facilities in compliance and conformity with all laws relating to the condition, use or occupancy of its facilities during the term of this agreement. This agreement is expressly subject to present and future regulations and policies of the County. Concessionaire shall remedy without delay any non-compliance and any defective or dangerous conditions.

8. SIGNS. All promotional materials and signs to be placed at, distributed from, or in connection with the concession, must be submitted to County for prior approval and shall comply with the provisions of Title 18 of the Inyo County Code.

9. UTILITIES/TAXES.

9.1. Utilities. Concessionaire agrees to pay the full cost of all electricity and gas used in conjunction with the operation of the campground and concession facilities. Concessionaire is further responsible for the installation of further needed utilities and the provision of services used in connection with the concession, to include electricity, gas, telephone, garbage, sewer and water. Concessionaire will immediately contact all utility providers and transfer utility billings to Concessionaire's name and billing address, and shall not be responsible for prior amounts owed. Upon receipt of the concession and camping statement from the utility, Concessionaire hereby agrees to pay said statement in a timely manner.

9.2. Taxes. Concessionaire acknowledges and understands that this agreement may create a possessory interest subject to property taxation and Concessionaire may be subject to the payment of property taxes levied on such interest. Concessionaire further acknowledges that Concessionaire is responsible for any and all taxes on improvements of fixtures on said premises. Concessionaire shall pay before delinquency all taxes, assessments, license fees and other charges that are levied upon the personal property and improvements owned by Concessionaire, if any, and used or located on the subject premises; and shall pay any other tax arising out of Concessionaire's operations upon the premises, including, but not limited to, any possessory interest tax.

9.2.1 Concessionaire acknowledges and understands that Point of sale is Inyo County for all products, materials, equipment and vehicles delivered to Concessionaire for use in association with the Concession whether for improvements, sales or other uses.

10. CONDITIONS OF PREMISES. Concessionaire has inspected the campground and all buildings on the premises, and accepts these facilities in their present condition. County is not obligated to make any alterations, additions, improvements, or repairs to the concession facilities. Concessionaire agrees to return the campground and facilities to the County in the same or better condition as the campground and facilities were in when this agreement was signed.

11. ALTERATIONS AND IMPROVEMENTS.

11.1. Notwithstanding anything to the contrary in this Agreement, County has the right to cause alterations and improvements to be made at the campground. The work required to complete any such alterations or improvements shall not unreasonably interfere with the operation of the campground. The parties to this Agreement agree that the work to complete any project listed on Attachment A or B to this Agreement will not unreasonably interfere with the operation of the campground.

11.2. Concessionaire may, upon written approval from the Parks Director, with all requests for improvements from the Concessionaire to be made in writing, make improvements to the campground. Such improvements will then become the property of the County, unless otherwise agreed to in writing by the County.

11.3. Concessionaire shall not make any improvements or alterations to the premises without County's consent. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of this agreement, except that County can elect, within 30 days before or five days after expiration of this Agreement, to require Concessionaire to remove any unapproved alterations that Concessionaire has made to the premises. Concessionaire shall apply for all required state and local permits prior to commencing any repairs, reconstruction, replacement, or installation of which is governed by title 24 and title 25 of the codified laws of California

11.4. If Concessionaire makes any alterations to the premises as provided in this Section 11, the alterations shall not be commenced until 10 days after County has received notice from Concessionaire stating the date the installation of the alterations is to commence so that County can post and record an appropriate notice of non-responsibility.

11.5. In exchange for the waiver of fees in year one and two of this Agreement, Concessionaire will prioritize those improvements outlined in Exhibit A and complete those improvements within the first two years of this agreement. Said waiver of fees shall be credited toward the amounts owed upon satisfactory completion of the improvements, as determined in the sole discretion of the County. Thereafter, Concessionaire shall consult with the County annually to prioritize and implement selected and agreed to improvements identified in Exhibit B.

12. CONCESSIONAIRE'S PERSONNEL.

12.1. Concessionaire's employees engaged in operating the premises shall be fully trained and qualified to perform the duties assigned to them. They may wear uniforms or other identification approved, in writing, by County. Concessionaire's personnel may drive private vehicles only as required

for loading and unloading items used to operate the concession.

12.2. Concessionaire shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, customers and patrons, and, upon objection by the County concerning the conduct, demeanor or appearance of any such person, Concessionaire shall immediately take all necessary steps to remedy the situation.

12.3. Concessionaire shall develop and maintain an *Employee Injury and Illness Prevention Program* that meets or exceeds all requirements as set forth by the California Health and Safety Code, CAC Title 8, as may be amended.

12.4. Concessionaire shall ensure that all employees meet the provisions of Section 5164 of the Public Resources Code for all employees who supervise minors. Copies are available in the County Administrator's Office.

12.5. Concessionaire shall ensure that all employees meet the provisions of Section 5163 of the Public Resources Code relating to TB tests for all employees who handle food. Copies are available in the County Administrator's Office.

13. QUALITY OF SERVICE: RATES AND CHARGES. The prices to be charged by Concessionaire shall be approved, in writing, by County prior to Concessionaire's charging such amounts. Concessionaire shall maintain a high standard of service. Concessionaire shall notify County, in writing, at least 30 days before changing any fee or price charged to the public ("charge"). If County finds that any charge is not comparable with like charges at other similar operations, County shall notify Concessionaire and request justification of such charge. If County shall reasonably determine, prior to such change, that the charge is not comparable, Concessionaire shall not implement same.

14. CAMPGROUND INSPECTION AND MAINTENANCE. County reserves the right of entry upon the campground premises at all reasonable times and the right to inspect the premises and the operation thereon, and if Concessionaire has been advised and requested, and refuses or neglects to do so, to do any and all work of any nature necessary for the immediate preservation, maintenance and operation of the campground and bathhouses and to charge Concessionaire of the cost thereof. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust operations in such a manner that the County may proceed expeditiously. County shall coordinate with Concessionaire in order to minimize the interruption to Concessionaire's activities.

15. INDEMNIFICATION.

15.1. To the fullest extent permitted by law, Concessionaire shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers from and against any and all liability, claims, damages, losses, judgments, expenses, and other costs, including litigation costs and reasonable attorney's fees, arising from all acts or omissions of Concessionaire or its officers, agents, or employees in rendering services under this Agreement; excluding, however, liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts. . Concessionaire's obligation to defend, indemnify, and hold the County, its officers, employees, agents, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Concessionaire's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Concessionaire, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Concessionaire's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Concessionaire to procure and maintain insurance.

15.2. County shall have no responsibility to safeguard the equipment and property of Concessionaire, in Concessionaire's possession, or that of any of its invitees. County shall have no responsibility to safeguard or protect the Concessionaire or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

15.3. In the event a claim is made against County, or County is named a co-defendant in any action, Concessionaire shall immediately notify County of such fact, and at County's option shall either retain legal counsel to represent County in such action at Concessionaire's sole expense, or reimburse County for County's litigation costs, expenses and attorney's fees in undertaking to represent itself.

15.4. In the event a claim is made against both County and Concessionaire for the joint and several liability of County and Concessionaire, the determination as to the apportionment of liability between County and Concessionaire shall be made by the judge in a court of competent jurisdiction. Concessionaire must give prompt notice to County in the event of any fire or accident involving personal injury or property damage at the concession facilities. Neither County nor Concessionaire shall request that the apportionment of liability be determined by a jury. Notwithstanding the apportionment of liability between County and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify, defend, protect and hold harmless County as fully set forth above, unless the court determines that the injury or damage resulted from

the sole negligence or intentional and willful misconduct of County, its officers, directors, agents or employees.

15.5. Concessionaire hereby waives all claims and recourse against County, including the right or contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases County from any liability relating to, or in any way connected to, Concessionaire's activities or Concessionaire's use of the campground, or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of County, its officers, directors, agents or employees.

16. **INSURANCE.** Concessionaire shall procure and maintain for the duration of the contract, insurance as set forth in Attachment D.

17. **ASSIGNMENT AND SUBLETTING.** Concessionaire shall neither assign, nor otherwise convey any interest in this agreement, without the prior written consent of County, and any attempt to assign any such interest without such prior written consent shall be void. If consent to any such assignment or Sub-Agreement is given by County, Concessionaire shall be and hereby agrees to be and remain fully bound and responsible hereunder for such duties and obligations as may be assigned to another. Any sub-agreement entered into by Concessionaire shall expressly provide for recognition and acceptance of all the terms of this agreement as binding upon sub-agreement.

18. **WAIVER OF CONTRACT TERMS.** No delay or omission in the exercise of any right or remedy of County on any default by Concessionaire shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by County of any delinquent concession fee shall not constitute a waiver of timely payment for the particular concession fee payment involved. County's consent to or approval of any act by Concessionaire requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent act by Concessionaire.

19. **DEFAULT.**

19.1. The occurrence of any of the following shall constitute a default by Concessionaire:

19.1.1. Failure to pay the Annual Operation fee when due. Any amount subject to a bonafide dispute shall be paid under protest.

19.1.2. Concessionaire's failure to occupy and operate the premises for 10 consecutive days shall be deemed an abandonment and vacation of the campground and concession premises (). Non occupation or operation of the premises is permissible with advance written approval of the Parks Director during seasonal/scheduled closures, or in the event of natural disasters or other threats to the safety of the personnel and employees of Concessionaire.

Requests for abandonment and/or vacation shall be made in writing with 30 days advance notice.

19.1.3. Failure to perform any other provision of this Agreement, if the failure to perform is not cured within 30 days after notice has been given to Concessionaire, or, if the default cannot reasonably be cured within 30 days, Concessionaire fails to commence to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

19.1.4. Concessionaire becomes insolvent or files for bankruptcy, either voluntarily or involuntarily.

19.2. Notices given under this paragraph shall specify the alleged default and the applicable provisions of the Agreement, and shall demand that Concessionaire perform the provisions of this Agreement or pay the concession fee that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this agreement unless County so elects in the notice.

19.3. County shall have the following remedies if Concessionaire commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

19.3.1. County may continue this agreement in full force and effect, and the agreement will continue in effect as long as County does not terminate Concessionaire's right to possess and operate the facilities. County shall have the right to collect the concession fee when due. After Concessionaire's default, and for as long as County does not terminate Concessionaire's right to possession of the concession premises, and if Concessionaire obtains County's written consent, Concessionaire shall have the right to assign or sublet its interest in this Agreement, but Concessionaire shall not be released from liability.

19.3.2. County may terminate Concessionaire's right to possess and operate the campground and concession premises (baths and camp store) at any time following a default. No acts by County, other than giving notice to Concessionaire, shall terminate this Agreement. Acts of maintenance, efforts to locate a new concessionaire, or the appointment of a receiver on County's initiative to protect County's interest under this agreement shall not constitute a termination of Concessionaire's rights under the Agreement. On termination, County has the right to recover from Concessionaire court costs necessary to compensate County for all damage proximately caused by Concessionaire's default. Concessionaire shall be liable immediately to County for the reasonable and necessary costs County incurs in entering into another concessionaire agreement for the concessions including, without limitation, restoring the facilities as detailed in this Agreement and subject to Paragraph 22 and /or 24.1, and like costs.

19.3.3. County, at any time after Concessionaire commits a default, may cure the default at Concessionaire's expense. If County, at any time, by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by County shall be due immediately from Concessionaire to County at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by County until County is reimbursed by Concessionaire. The sum, together with interest on it, shall be an additional concession fee.

20. LIENS Concessionaire shall not suffer or permit any mechanic's, materialmen's or other liens to be filed against the premises and/or the buildings and improvements located thereon, or against the County or any lender holding funds for any work on the premises done by Concessionaire. If any such liens or similar proceedings are filed or commenced, Concessionaire shall, within 30 days after notice of the filing thereof, cause the same to be discharged or recorded by payment, deposit, order of court or bonding; provided, however, that Concessionaire shall have the right to contest, with due diligence, the validity or amount of any such lien, if Concessionaire shall give to County security therefore, reasonably acceptable to County, in an amount equal to one and one-half times the original and any increased amount of any such claim.

Nothing in this Agreement shall be deemed in any way to constitute the consent of County, express or implied, to the performance of any labor or the furnishing of any material for any improvement, alteration, repair or replacement of the buildings and improvements on the Premises by any contractor, subcontractor, laborer or materialman, nor as giving Concessionaire any right, power or authority to contract for, on County's behalf, the rendering of any services or the furnishing of any materials.

21. DAMAGE/DESTRUCTION. If, during the term of this agreement, the campground or other facilities are totally or partially destroyed from any cause other than Concessionaire's partial or sole negligence, County, at its option, may terminate this agreement or restore the premises and other improvements thereon to substantially the same condition as they were in immediately before destruction. If County elects to restore, such destruction shall not terminate this agreement. In the event the premises are totally or partially destroyed due to Concessionaire's negligence, Concessionaire shall, at County's option, promptly restore the Premises.

22. MODIFICATION OF AGREEMENT. Notwithstanding any of the provisions of this Agreement, the parties may, by mutual written consent, modify or amend this Agreement.

23. NON-DISCRIMINATION.

23.1. Concessionaire shall not discriminate on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status, against any person by refusing to furnish such person any service or privilege offered to the general public. Nor shall Concessionaire publicize such services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status.

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

24. SURRENDER OF PREMISES.

24.1. On expiration or termination of this Agreement, Concessionaire shall surrender to County the campground and all of Concessionaire's improvements and alterations in good condition. Concessionaire shall have a period of ten (10) days to remove all things which are the property of the Concessionaire. Concessionaire shall perform all restoration made necessary by the removal of Concessionaire's personal property within a reasonable time. If Concessionaire fails to surrender the premises to County on expiration or termination of the Term as required by this section, Concessionaire shall indemnify, defend, protect and hold County harmless from all damages resulting from Concessionaire's failure to surrender the premises.

24.2. County may elect to retain, or dispose of in any manner, Concessionaire's personal property that Concessionaire does not remove from the Premises on expiration or termination of this Agreement after giving at least a 10-day notice to Concessionaire. Title to Concessionaire's personal property that County elects to retain or dispose of on expiration of the 10-day period, shall vest in County. Concessionaire waives all claims against County for any damage to Concessionaire resulting from County's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to County for

County's costs for storing, removing, and disposing of Concessionaire's personal property.

24.3. If Concessionaire, with County's consent, continues to operate the campground after expiration of this Agreement, or after the date in any notice given by County to Concessionaire terminating this Agreement, such use by Concessionaire shall be on a month-to-month basis, terminable on a 30-day notice given at any time by either party. All provisions of this agreement except those pertaining to the term, shall continue to apply.

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

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

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

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

25.4. Concessionaire will obtain any and all necessary licenses and permits for such concession in the name of Concessionaire and not name County in any manner on such licenses or permits.

26. NOTICES. Except as otherwise provided herein, any notices required or permitted to be given under this Agreement shall be personally delivered or sent by certified mail and addressed to the respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice, in writing, to either party.

27. ADVICE OF COUNSEL. Each party hereto has been provided full

opportunity for review of this agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this agreement.

28. RULES AND REGULATIONS. Concessionaire agrees to comply with the ordinances, rules and regulations, and any other regulations of County. Such rules and regulations shall include County Ordinances 1024, 1038 and any amendments thereto or revisions or replacements thereof.

29. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed and supersede all prior written and oral discussions or representations.

//III

**CONCESSION AGREEMENT BETWEEN COUNTY OF INYO
AND TECOPA HOT SPRINGS CONSERVANCY, LLC FOR
THE OPERATION AND MAINTENANCE OF THE
TECOPA HOT SPRINGS CAMPGROUND**

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

COUNTY OF INYO

CONTRACTOR

Signature

By: _____

Dated: _____

Type or Print Name

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

Exhibit A
Priority Improvements

- Repair or replace campground restrooms and plumbing
- Picnic tables at every camp site with allowance for the required number of accessible tables
- Install electrical upgrades to section near bathhouses and store to reduce load on current system, including replacing existing electrical boxes.
- Upgrade electrical to 50 amp circuits in the “D” Section as existing service to the property will allow. New service to the property will be provided by the County in conjunction with Southern California Edison.
- Install metal fire rings with cooking grates in Section D permanent sites,
- Install picnic tables in Section D permanent sites
- Pave pathways on bathhouse grounds to create accessible pathways from the parking area to both bathing areas

Exhibit B
Long Term Improvements

- Campsite electrical upgrades including 30 amp and 50 amp facilities
- Remodel campground bathrooms to include shower facilities
- Install fire rings with cooking grates at all campground sections prioritized by most frequently used by guests.
- Install picnic tables at all campground sections prioritized by most frequently used by guests.

Exhibit C

Daily Maintenance Schedule

Daily Maintenance:

- Clean and sanitize both bath houses including tubs, restrooms and showers.
- Clean and sanitize campground restrooms.
- Stock all paper dispensers.
- Check and clear any plugged drains, toilets and laves.
- Check interior and exterior lighting for operation.
- Check for and remove trip and other hazards in public access areas.
- Disconnect or turn off power to all unoccupied camp sites.
- Check hot tubs for correct chlorination and water flow.
- Check operation of domestic water system.

Monthly Maintenance:

- Add root inhibitor to main line sewers.
- Check all electrical outlet and connections at campsites.
- Clean, maintain and evaluate all campsite.
- Pressure wash or hose down exterior of buildings
- Clean windows inside and out
- Check electrical pedestals at campsites for damage.
- Water Jet all lateral sewer lines in bath houses.
- Check all structures inside and out for damage, i.e. Leaking roofs, broken windows, missing or damage siding.
- Check all main electrical panels for sign of bad connections or excessive heat at circuit breakers.

Exhibit D Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor’s letterhead certifying that Contractor has no employees.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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



County of Inyo



County Administrator - Economic Development

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 1, 2021

FROM: Leslie Chapman

SUBJECT: Business Resource Center Update and Business Plan Consultant Contract

RECOMMENDED ACTION:

Request Board:

- A) Receive an update on progress towards opening a small business resource center on Main Street, Bishop; and
- B) approve the contract between the County of Inyo and AccompanyCo of Palisade, CO, for the provision of consulting services in an amount not to exceed \$46,238 for the period of June 1, 2021 through December 31, 2021, 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:

Staff, along with our community partners, is continuing to work towards making the vision of the Eastern Sierra Small Business Resource Center (SBRC) a reality. Progress so far includes:

- Board of Supervisors appropriated \$60,000 in the current budget for lease payments, improvements and/or seed money to start a small business resource center.
- Staff applied for a \$50,000 grant for a comprehensive business plan (\$35,000) and training and consulting services (\$15,000) for the SBRC.
- Identified a building on Main St. in Bishop that had been vacant for several years, We are in the process of partnering with a local business person to lease the building for a reasonable amount while providing Opportunity Zone benefits to the investor.
- Submitted formal requests for Federal funding of the last mile broadband connectivity, quality video conferencing equipment and furniture and fixtures to both the House of Representatives and the Senate. Requests included many letters of support from community agencies and Mono County.
- Identified AccompanyCo as the consulting firm that most closely matches the selection committee's vision for the development of a comprehensive business plan.

Next Steps Include:

- Continue negotiations and finalize the lease agreement for the building.
- Form a working group with anticipated representatives from agencies including the UC Bakersfield SBDC, Sierra Business Council, City of Bishop, Mono County, Chambers of Commerce, Cerro Coso Community College, Inyo County Superintendent of Schools (Job Shop), Native American Communities, Latinx Communities, and local businesses,
- Complete the comprehensive business plan
- Open the SBRC by January 1, 2022.

Last year, Inyo County was awarded a USDA Rural Business Development Grant for the preparation of a viable, comprehensive business plan including: a description of services for short and long term operations, a financing plan, a staffing plan and a plan for expansion of the operating area from local to regional along with a plan for developing strategic partners including Native American Tribes, the Latinx community, Chambers of Commerce, educational institutions, local businesses and other local government agencies. The grant also includes \$15,000 for training and consulting services for Inyo County's existing businesses and start ups.

Staff advertised and distributed Requests for Proposals and received four high quality responses. The selection process was performed by a diverse committee, consisting of proposal reviews that incorporated a scoring system based on established evaluation criteria and Zoom interviews with finalists. AccompanyCO was the high scoring candidate based on its project plan and approach, including a clearly stated path to a successful business resource center that will provide services and support beyond a traditional Small Business Development Center, Business Incubator, Business Accelerator or Co-working space. Market research, customer development and experimentation will guide which services the Center ultimately provides. In the words of AccompanyCo, "We deviate from industry norms by using the principles of the Lean Startup approach in program development and building out the small business and entrepreneurial ecosystem for regions...", and "Ultimately, there are many models and examples to choose from but what works in a community will differ based on its unique attributes, institutions and people..." AccompanyCo will be making two trips to the Eastern Sierra to gather information and assess the business environment during the engagement. They recommend that we establish a local working group that includes key success partners for the project, which is something we had identified as essential from the beginning. Consequently, staff recommends approving the attached contract for consulting services required to provide a comprehensive business plan.

We were fortunate to receive extremely high quality proposals, and it was a very difficult decision for all. We want to thank everyone that submitted proposals and the selection team that made this difficult choice.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

\$35,000 will be provided by the USDA Rural Business Development Grant and the balance will be paid with funds appropriated for the Small Business Resource center in the 2020-2021 Board Approved Economic Development Budget.

ATTACHMENTS:

1. AccompanyCo Contract FINAL
2. AccompanyCo-Inyo Proposal

APPROVALS:

Leslie Chapman

Darcy Ellis

Leslie Chapman

Marshall Rudolph

Amy Shepherd

Created/Initiated - 5/26/2021

Approved - 5/27/2021

Approved - 5/27/2021

Approved - 5/27/2021

Final Approval - 5/27/2021

AGREEMENT BETWEEN COUNTY OF INYO
AND AccompanyCo
FOR THE PROVISION OF Consulting SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Consulting services of AccompanyCo of Palisade, CO 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 June 1, 2021 to December 31, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of forty six thousand two hundred thirty eight Dollars and zero cents (\$46,238.00) for performance of all of the services and completion of all of the work described in Attachment **A**.

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 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 all services and work to be performed under this Agreement shall not exceed forty six thousand two hundred thirty eight Dollars and zero cents (\$46,238.00) (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, monthly itemized statements of services and work performed by Contractor in accordance with Attachment **A** and pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed during the month. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on or before 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**. 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. ASSIGNMENT.

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

14. DEFAULT.

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

15. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty one (21) below.

16. CONFIDENTIALITY.

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant

thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

17. CONFLICTS.

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

18. POST AGREEMENT COVENANT.

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

19. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application 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.

20. 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-one (21) (Amendment).

21. 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.

22. 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
Economic Development Department
1360 N. Main. St., Room 231 Address
Bishop, CA 93514 City and State

Contractor:

AccompanyCo, Thea Chase Name
PO Box 342 Address
Palisade, CO 81526 City and State

23. 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 AccompanyCo
FOR THE PROVISION OF Consulting SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

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

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND AccompanyCo
FOR THE PROVISION OF Consulting SERVICES

TERM:

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

SCOPE OF WORK:

See Attached Proposal

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND AccompanyCo
FOR THE PROVISION OF Consulting **SERVICES****

TERM:

FROM: June 1, 2021 **TO:** December 31, 2021

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor's letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor's letterhead certifying that Contractor has no employees.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

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.

Inyo County

ESSBRC Business Plan

Re: ESSBRC RFP

163 May Street, Bishop, CA 93514

Proposal Date: April 30, 2021

Thea Chase, CEO

AccompanyCo

PO Box 342

Palisade, CO 81526

970-270-5154

thea@accompanyco.com



Overview

AccompanyCo is excited to partner with Inyo County to develop a plan to develop business opportunities that lead to economic resiliency and living wage employment. Inyo County has a unique topography and business climate that includes tourism and recreation as well as critical and unique habitats. The diversity of the County is its strength and offers the opportunity to deploy innovative approaches to building the regional economy.

Project Goals

1. Clearly articulate Eastern Sierra Business Resource Center's goals and plans for the next five years.
2. Define strategies and tactics for developing and/or supporting development of existing and startup businesses in the Eastern Sierra in order to tap into the full business and economic development potential of the Eastern Sierra.
3. Create a working plan to develop the physical space into areas for counseling, workspace, fun space, incubation offices, etc.
4. Develop a viable, comprehensive business plan including; a description of services for short and long term operations, a financing plan, a staffing plan and a plan for expansion of the operating area from local to regional along with a plan for developing strategic partners including Native American Tribes, the Latinx Community, Chambers of Commerce, educational institutions and other local government agencies.

Approach

AccompanyCo employs an ecosystem approach to build rural economies. Plants only grow when there is fertile ground. Small businesses and entrepreneurs thrive in fertile ecosystems. Starting with an ecosystem evaluation informs exploration of support programs such as the Small Business Resource Center and offers Inyo County insights into a broader set of recommendations that tap the full business and economic development potential of the Eastern Sierra.

We deviate from industry norms by using the principles of the Lean Startup approach in program development and building out the small business and entrepreneurial ecosystem for regions. Key elements of this process are Customer Development and Experimentation. Customer Development employs extensive interviews and testing to

validate assumptions around the problem(s) and potential solution(s). Experimentation is a key component of innovation and especially important in rural areas where critical mass is a challenge. Ultimately, there are many models and examples to choose from but what works in a community will differ based on its unique attributes, institutions and people. Through developing proposed solutions aided by primary and secondary research and iterating with experimentation, these lean principles help us to test key assumptions to achieve realistic actionable plans and program-market-fit.

Logistically, AccompanyCo asks that a local working group (WG) is established and include key success partners for the project. The WG would supply important background information; identify individual interviews and small group targets and regional partners; provide introductions; give feedback and overall guidance; and organize larger meetings as necessary.

Project Services

AccompanyCo proposes to develop a comprehensive business plan for a small business resource center in Bishop California. The plan includes a market analysis, marketing plan, operating plan, staffing plan, financing plan and a plan for long-term expansion. The Market Assessment will include a comprehensive evaluation of the small business and entrepreneurial ecosystem to inform a broader set of recommendations that influence maximum impact and long term strategies.

Market Analysis and Needs Assessment

We propose an approach that begins with an objective process of assessing the Inyo County portfolio of businesses, regional opportunities and trends to arrive at top prospects for growth and diversification. Having identified the targeted sectors and industry clusters whose growth will further diversify the economy and build resiliency, as well as having evaluated the small business and entrepreneurial ecosystem, the project team can begin developing a business plan, operations plan, funding strategy and marketing/outreach strategy for the Eastern Sierra Small Business Resource Center.

Task 1 Inyo County business portfolio assessment and opportunity analysis

Task 1.1 Identify sectors and industry clusters. Analyze the business inventory to identify the core business sectors and identify existing industry clusters.

Task 1.2 Chart trends, identify growth sectors, sectors in decline. Trend analysis using employment, income, company counts, and other state, federal and local data sources to

chart trends in identifiable sectors. Identify those that have exhibited growth, those that have been flat, and those in decline.

Task 1.3 Market opportunity/gap assessment. Identify opportunities for growth in specific sectors, industry clusters or specific business types. For example, outdoor recreation is a major component of the tourism sector, but are there opportunities to expand the industry to include equipment R&D, manufacturing, film, marketing and other related sub-sectors?

Task 1.4 Evaluate regional resources and opportunities. Counties are part of regions. Regional collaboration and complimentary ecosystem and business development is both efficient and yields larger results. Identify key regional ecosystem conditions, partners and industries where Inyo County can collaborate.

Task 1.5 Establish list of top growth prospects. Based on the results of the Business Portfolio Assessment, establish a list of sectors, individual businesses and industry clusters that are top growth prospects to target in programming and facilities at the Eastern Sierra Small Business Resource Center.

Task 1 Deliverables - Draft Inyo County Business Portfolio Assessment, cluster identification and growth prospects.

Task 2 Inyo County Entrepreneurial and Small Business Ecosystem evaluation

Task 2.1 Map current conditions. The ecosystem assessment provides an excellent tool to map current conditions of the ecosystem to support business and identify areas where communities can proactively impact the attractiveness of the region for business growth and startup. Thea Chase's decades of experience with activating entrepreneurial activity and innovation ecosystems in rural areas position her as a highly qualified lead for this component of the project. One is never too young to be an entrepreneur, it's an attitude and an outlook that can be realized by students and those students can become future game-changers. The ecosystem assessment evaluates at the entrepreneurial ecosystem from a number of perspectives:

- Human capital looks at workforce development and education.
- Culture that supports and celebrates small business and entrepreneurship is self-perpetuating. It is characterized by visible successes and encouragement of risk taking and innovation.
- Support describes the infrastructure and support services needed to support a healthy business sector which includes infrastructure components such as business incubators and makerspaces.
- Markets, from the ecosystem perspective, emphasize the pool of entrepreneurs and businesses who need and would benefit from further development of the

ecosystem. For example, it would characterize and signal potential clients for a business incubator or makerspaces.

- The policy component describes efforts by government and leadership to clear the pathway for business to operate successfully. It includes proactive programs to provide incentives as well as leadership influence on business friendliness.
- Finance: Having a robust offering of a variety of financial capital instruments in the region as well as technical assistance to guide and help secure funding for businesses is a key factor for regional economies.

Task 2.2 Recommendations for improvement. Identify opportunities for improvement, areas of strength and weakness including suggestions for actions and partners.

Task 2.3 WG Meeting #1 to review Inyo County business portfolio assessment and opportunity analysis and Inyo County Entrepreneurial and Small Business Ecosystem evaluation.

Methodology:

1. Secondary - Digest regional data/reports/demographics for insights on trends and opportunities
2. Primary - Conduct small group and individual interviews with stakeholders, entrepreneurs and ecosystem actors.

Task 2 Deliverables - Draft Ecosystem report with recommendations. This report will summarize the condition, gaps, opportunities and recommendations for improvement to the ecosystem to support entrepreneurs and small businesses brought forth through interviews, surveys and focus groups.

Business Plan for ESSBRC

Task 3 Marketing Plan

Task 3.1 Establish Goals and Objectives for 5 years to include KPIs and outcome measurements.

Task 3.2 Prepare product/service plan for 5 years.

Based on the interview results, business portfolio assessment and ecosystem evaluation, articulate the needs or potential demand for services that would spur growth in targeted top prospect businesses or sectors. The assessment of needs will drive product and services recommendations to include business space and technical assistance services. For each product/service the following will be articulated;

- Target Market(s),
- Value proposition,
- Channels and Partners,
- Pricing and
- Promotion/Communications strategy.

Task 3.3 WG Meeting #2 to review Goals and Objectives for 5 years to include KPIs and outcome measurements and product/service plan for 5 years.

Task 4 Operating Plan

An operational plan to deliver products and services will be developed. This will include detail on sample events, consulting and mentoring programs, acceleration, incubation and other training programs. The plan for the physical space identified by Inyo County is included in this section.

Task 5 Staffing Plan

The staffing plan will tie to the operational plan and include program, management and support staff positions with job descriptions for key employees.

Task 6 Financial Plan

The financial plan will include startup and operational projections for five years and possible funding partners and revenue projections.

Task 7 Plan for long term expansion

The plan for long term expansion will embrace learnings from the ecosystem assessment and regional opportunities and trends as well as a plan for continuous improvement. The 10-year vision for the Eastern Sierra Small Business Resource Center that includes goals, objectives, performance measures and critical success factors is a component of the long term plan. Products/services beyond the 5-year business plan for the ESSBRC will be discussed in this section.

Task 7.1 WG Meeting #3 to review Business Plan and Plan for long term expansion.

Tasks 3 - 7 Deliverables

- A 5-year business plan and 10-year vision for the Eastern Sierra Small Business Resource Center.
- Long term plan to expand into a business incubator and/or accelerator; and
- A marketing and communications plan with materials that reflect the Center's goals and objectives to the targeted client base.

Task 8 Draft and Final Report and Presentations

We produce draft materials for each task as we proceed through the project, gaining input along the way, thus avoiding an overwhelming first draft “log jam” at the end of the project. Our reports are thorough, professionally written and formatted for easy reading.

Task 8.1 Complete Draft Report – Compile the interim drafts and findings into a complete draft report for comments.

Task 8.2 WG Meeting #4 to review the Draft Report.

Task 8.3 Public Presentations and Draft Review out for comments.

Task 8.4 WG Meeting #5 to review comments.

Task 8.5 Final Report – Final report incorporating comments received.

Task 8 Deliverables – Draft and final report, draft and final slideshow and other materials for public presentations.

Proposed Project Work Plan Schedule

Task		May	Jun	Jul	Aug	Sept
1	Business portfolio assessment and opportunity analysis					
2	Small business and entrepreneurial ecosystem evaluation					
3	Marketing Plan					
4	Operating Plan					
5	Staffing Plan					
6	Financial Plan					
7	Plan for long term expansion					
8	Final report and presentations					

Financial Commitment

We have provided the costs for each task below. We can refine/adjust to fit the available resources for the project by revising at the sub-task level. The budget assumes that public health restrictions/protocol will allow in-person meetings in Inyo County. If restrictions prohibit in-person meetings, travel costs will be reduced.

Key Activities		Fee
Tasks 1-2 Market and Needs Assessment		
1	Business portfolio assessment and opportunity analysis	\$13,000
2	Small business and entrepreneurial ecosystem evaluation	\$8530
Tasks 3 - 7 Business Plan		
3	Marketing Plan	\$6663
4	Operating Plan	\$1300
5	Staffing Plan	\$1300
6	Financial Plan	\$3900
7	Plan for long term expansion	\$5200
8	Final report and presentations	\$6345
Total Budget		\$46,238

Consulting Team



AccompanyCo is a Colorado-based economic development firm focused on startup ecosystems and infrastructure projects to support those ecosystems such as business incubators, accelerators, coworking and makerspaces. AccompanyCo works with companies, communities, and countries to deliver customized solutions and action plans to build thriving regions. Their work emphasizes collaboration amongst stakeholders, private sector driven solutions and a focus on economic and market trends.



Thea Chase, AccompanyCo Founder and CEO: Thea has 25 years of broad expertise in the areas of economic and business development including; the design, start and management of programs and organizations; evaluation and recommendations for rural communities, regions and countries to activate entrepreneurial activity and innovation ecosystems; as a policy maker; as a

mentor and advisor for hundreds of companies and as a founder and board member of several startup companies.

Ms. Chase has managed award-winning mixed-use business incubators, founded university entrepreneurship centers, seed accelerators and regional innovation & entrepreneurial ecosystem programs. Thea is actively involved in the Covid relief efforts for small business in Colorado as a member of the Executive Committee of the Energize Colorado Gap Fund, which distributed 26M in grants throughout the state and the founding team of the statewide Energize Colorado Mentor initiative. Thea currently serves on the board of the State Venture Capital Authority. Thea's passion is working with entrepreneurs and building communities interested in engaging entrepreneurs through developing supportive eco-systems. Thea believes in collaboration and efficient use of resources build the greatest impact.

A practitioner for the majority of her career, Thea recently launched AccompanyCo, a consulting firm guiding businesses, communities and countries in business and economic development. Her international work includes Thailand, Middle East and the Caribbean where Thea has deployed best practice frameworks to design infrastructure projects and build capacity to support entrepreneurship and small business ecosystems.



Jessie Alexander, Associate Consultant, AccompanyCo

Jessie Becker Alexander is the co-founder and founding CEO of Alydia Health, a medical device company aiming to redefine the treatment for postpartum hemorrhage (PPH), the #1 cause of maternal death in the world. As a result of her work at Alydia Health, she was named one of "Forbes 30 Under 30 in Healthcare" in 2015 and honored as the first recipient of Cal Poly's College of Business Green Award. Alydia Health was recently acquired by Organon, a Merck spinoff, for \$240M.

Previous to Alydia Health, Jessie was instrumental in starting the entrepreneurial movement at Cal Poly. As a founding member of the Cal Poly Entrepreneurship Club, and one of the first employees of the Cal Poly Center for Innovation and Entrepreneurship (CIE), she created and led programs for student entrepreneurs. Most notably, she ran the first two Accelerator programs for the HotHouse, a business incubator and accelerator for both Cal Poly and the San Luis Obispo business community.

Currently, Jessie works as an Entrepreneur in Residence at Sac State's Carlsen Center for Innovation and Entrepreneurship, dreaming up and executing new programs to support the growth of Sacramento's entrepreneurship community.



Stephanie Ananian, Associate Consultant, AccompanyCo

With 10 years of experience in project management, nonprofit operations and startup ecosystem building, Stephanie Ananian is passionate about connecting people to resources and building stronger communities. She began her career as the second employee of the Cal Poly SBDC and went on to manage the SBA funded Women's Business Center in San Luis Obispo, California. From there, she developed

specialties in marketing, event planning and corporate engagement while on the development team for the area's largest children and family service nonprofit.

Upon moving across the country in 2017, she joined Packard Place in Charlotte, North Carolina. Here, she managed Charlotte's Entrepreneurial Hub while developing programming, creating and chairing the Packard community advisory committee and directing the largest fintech conference in the Southeast.

She continued her career as a community builder by joining Techstars Ecosystem Development team in December 2019. She's most proud of her research on their ecosystem assessments for Knoxville, Tennessee and Hampton Roads, Virginia. Stephanie enjoys digging into communities to find their strengths, what might be missing and what can be done to propel them forward. She's continuing her work within entrepreneurship ecosystems and business development with Thea Chase and AccompanyCo.



Lehl Chase-Nason, Administrative Assistant, AccompanyCo

Lehl has administrative experience in a variety of fields including manufacturing and the service industry. She also has experience in the entrepreneurship field, including participating on a prelaunch research team for a Coworking Facility and launching her own Artisanal Foods small business in Arcata, CA.

Thea Chase and AccompanyCo are partnering with RPI Consulting on this project. We have completed four successful projects with RPI Consulting over the past few years and hope to have another opportunity to work together in Inyo County.



RPI Consulting is an economic planning firm with a 20-year track record of providing small towns and rural counties in the interior Western U.S. with the information and planning tools needed to implement their goals. Since Gabe Preston founded RPI Consulting in 2001, economics and public finance have been at the core of our planning practice. We have provided concise and useful economic impact analysis, public financial analysis, market analysis, feasibility studies, economic development planning and comprehensive/master planning. We design our analysis to support community dialogue and decision-making and to guide communities working to build more resilient and diversified economies. With an accurate and credible base of information upon which all parties can agree, RPI Consulting then initiates and supports a strategic planning process that leads to solutions that are supported by the community and actionable at the local level. We bring a customized approach, solid technical skills, and a determination to understand and resolve the issues at hand.



Gabe Preston, RPI Consulting Company Owner: Gabe Preston is the founding company owner and project manager. Gabe is in charge of logistics, pace,

administration, cost controls and quality control of each project. As project manager Gabe contributes on a day-to-day basis to each project and will personally attend the major meetings and events. With 22 years of experience as a strategic planner and economic analyst, Gabe has achieved a balance between the information/technical elements of planning and the community outreach side of the job. As the lead consultant on more than twenty comprehensive/master plans and over a dozen economic growth plans, Gabe is an accomplished strategic planner with an inclusive facilitation style that encourages authentic public involvement and builds support for each plan. His ability to build community support is complemented by his technical knowledge. Gabe has been project lead for over two hundred technical planning projects including economic analysis, feasibility studies, utility rate studies, market studies, fiscal analysis, impact fees, economic development planning, infill planning, long-range planning, and GIS mapping. Gabe's educational background is in mathematics and philosophy (BA, St. John's College, Santa Fe) and geography (MA, University of Colorado, Boulder).

Project Examples

Strategic Economic Planning

Business Diversification Strategy, Crowley, Otero and Bent Counties for State of Colorado Prison Utilization Study, (RPI Consulting + Thea Chase/AccompanyCo, 2021)– In 2020 the Colorado General Assembly passed HB 20-1019 that directed the Colorado Department of Local Affairs (DOLA) to undertake a prison utilization study. The Colorado Department of Local Affairs hired CGL Companies, a long-established and nationally recognized criminal justice consulting firm and RPI Consulting, an economic planning firm, to assist with this important study. The study evaluated prison bed needs in Colorado and explored various scenarios for the future operations and ownership of each of the two privately owned prisons located in Las Animas and Olney Springs, including the option of potentially closing one or both of these privately-owned facilities. Early in the process, RPI Consulting examined the impacts that potential closure of one or both private prisons would have on the economy and on local government, schools and special district budgets. A significant component to the study was an economic diversification strategy for the region which was led by Thea Chase and was designed to stand alone with recommendations regardless of whether the prisons were closed or remained open. The consulting team used an ecosystem framework to evaluate and catalogue conditions to support entrepreneurship and small business development. Recommendations that came out of the evaluation were both incremental and larger in scope providing the community with immediate actionable plans as well as larger projects for their consideration based on momentum already evident in the community.

Reference: Traci Stoffel, Colorado Department of Local Affairs, 720 467 4327, traci.stoffel@state.co.us

Town of Mancos, CO, Business Development and Economic Growth Strategy (RPI Consulting 2019) – The Town of Mancos hired RPI Consulting to develop the town's first ever Business Development and Economic Growth Strategy. Previous planning efforts culminated in the awareness that the town needed a dedicated plan that focused on creating and maintaining a strong local economy. RPI reviewed and synthesized past planning efforts, conducted a business survey that 60 businesses in Mancos completed, interviewed key implementation partners and completed a market assessment that evaluated the current local market conditions and economic opportunities. This process culminated in four primary

business development goals: 1) expand day-to-day shopping and services for area residents, 2) attract tourists to explore Mancos, 3) build on Mancos's own business cluster, 4) make products to sell locally or to export. To accomplish the four goals, the town must have a supportive environment that includes having supportive physical assets and having a supportive business environment for business growth. The work plan outlines strategies that will help the town and its implementation partners ensure the town has an environment that encourages business success and appeals to entrepreneurs.

Reference: Heather Alvarez, Town Administrator, Town of Mancos, (970) 533-7725, halvarez@mancoscolorado.com, 117 N. Main Street, Mancos, CO 81328

“West End,” Towns of Nucla, Naturita and Norwood, CO, Business Development and Diversification Strategy (RPI Consulting + Thea Chase/AccompanyCo, 2017-2021)



**WEST END ECONOMIC
DEVELOPMENT CORPORATION**
MANY TOWNS. ONE COMMUNITY.

Region 10 hired RPI Consulting to create a business development and diversification strategy for the Towns of Nucla, Naturita and Norwood. With the

pending shutdown of the Nucla Power Station and the New Horizon Mine, the West End faces the challenge of diversifying the local economy beyond natural resources. RPI worked with the towns and other local partners to develop a plan that identifies the steps for strengthening existing businesses and continuing to diversify and expand the local economy. This project included a business survey that identified the successes and challenges of local businesses and was used to create a comprehensive business inventory. After developing goals for diversifying and expanding local business, RPI conducted workshops in which citizens across the communities prioritized the goals and identified key players, funding sources and timelines. Thea Chase of AccompanyCo then led an implementation team through the Southwest Innovation Corridor, an EDA i6 and State of Colorado Advanced Industries funded project to provide direct assistance to startup and growing firms in the region. An additional 1.2M was raised through EDA, state and foundation dollars to create the Advance West End initiative investing in capacity building to build the ecosystem to support sustainable support for business and workforce development. AccompanyCo delivered a hybrid Accelerator/Incubator program for 7 growth companies as part of this effort in the fall/winter of 2020-21.

Reference: Michelle Haynes, Executive Director, Region 10 League for Economic Assistance and Planning, (970) 765-3122, mhaynes@region10.net, 145 S. Cascade, Montrose, CO 81401

Colorado Main Street Program (RPI Consulting, 2016-Current) – RPI is a pre-qualified consultant for the



Colorado Department of Local Affairs Colorado Main Street Program and we are actively engaged with Main Street and downtown planning and economic development throughout the state. RPI has conducted market and opportunity assessments, and business and building inventories for multiple communities over the last seven years. Our Main Street projects have included business surveys and market assessments that identified each community's strengths and developed strategies to leverage community assets for increased downtown activity and revitalization. Reference: Gayle Langley, Main

Street Coordinator for State of Colorado Main Street Program, (303) 864-7728 gayle.langley@state.co.us,
1313 Sherman Street, Room 521, Denver CO 80203 Main street clients include:

- City of Trinidad 2020
- City of Lamar, CO, 2019
- Woodland Park, CO, 2019
- Town of Wellington, CO, 2018
- Windsor, CO, 2018
- Montrose, CO, 2018
- Town of Elizabeth, CO, 2018
- Ridgway, CO, 2017
- Lake City, CO, 2017
- Rifle, CO, 2017
- Central City, CO, 2017
- City of Victor, CO, 2016
- Granby, CO, 2016
- Lake City, CO 2016
- Nucla & Naturita, CO 2014

Business Incubators, Feasibility Analysis

Rio Blanco County, CO, Outdoor Recreation Business Incubator Feasibility Study (RPI Consulting + Thea Chase/AccompanyCo, 2019) – The outdoor recreation industry in Rio Blanco County shows great promise and the County recognized that advancing this industry would help diversify the regional economy. Rio Blanco County’s economic base is mainly dependent on two industries: natural resource extraction and government. In recent years, the Rio Blanco County Economic Development staff observed increased activity centered on the outdoor recreation industry. The county secured grant funds to further focus on developing and strengthening the outdoor recreation and tourism industry. To support the diversification of the regional economy, the county enlisted the help of RPI Consulting and Thea Chase of AccompanyCo to develop an Outdoor Recreation Enterprise Platform Feasibility Study. To complete this study, RPI directly contacted outdoor recreation businesses in the county and entrepreneurs planning to locate a business in the county, which resulted in 19 business/entrepreneur interviews. The interview topics covered customer channels and current marketing segments, capacity for existing business expansion, linkages and networking, need for marketing, business opportunities, infrastructure needs, and challenges and limitations. The final study outlined a three-year work plan, staff responsibilities, program operations costs, and potential businesses interested in participating in the business growth accelerator program.

Reference: Makala Barton, Economic Development Coordinator, Rio Blanco County, (970) 878-9582, makala.barton@rbc.us, 555 Main Street, Meeker, CO 81641



Delta Technical College of the Rockies, ENGAGE Business Innovation Center, Regional Food Hub, and Shared Food Retail Store Market Study, Operations Plan and Financial Feasibility Analysis (RPI Consulting, 2018) The U.S. Economic Development Administration awarded the Delta County School District a grant in 2018 to launch the ENGAGE project. ENGAGE is a Delta County area economic development program that responds to recent job losses associated with coal mine closures by bolstering innovation in the agricultural and energy sectors. ENGAGE consisted of three individual programs: 1) a regional food hub distribution network; 2) a local food shared retail store; and 3) a business innovation center. The school district hired RPI Consulting to develop a market study and cash flow/operations plan for its programs in order to achieve sustainability in the years following the initial grant period. RPI Consulting initiated the project with a market study and cash flow analysis. The market study showed the ENGAGE programs must capture significant portions of regional agricultural production in order to achieve operational sustainability. The market study also demonstrated conditions required to generate a positive cashflow using various capacity targets for each program area. The operations plan examined comparable facilities and management practices used by similar nonprofit and private organizations. RPI completed the operations plan using the market and cash flow data to inform a pragmatic and realistic strategy that accounted for the unique, regional conditions in the Delta County area. Based on the results of the market study and cash flow analysis/operations plan, RPI presented key recommendations for moving forward with the project to minimize the subsidy required from the Delta County School District and partners. **Reference:** Shawn Gardner, ENGAGE Director, (970) 874-6520, shawn.gardner@tcr.edu

Business Incubation and Acceleration Plan, St Lucia (Thea Chase, 2019) The Government of Saint Lucia wished to strengthen the entrepreneurship ecosystem with the introduction of a business incubation and acceleration program. Invest Saint Lucia (ISL) engaged the services of CREEDA Projects Pty Ltd, with Thea Chase as the lead Consultant, a specialist business incubation and acceleration consulting company, to review previous reports and work in Saint Lucia to develop a comprehensive business framework and plan for business incubation and acceleration. Thea was responsible for the final framework. Building on previous research and reports, the model proposed an Innovation and Entrepreneurship Hub, bringing together ecosystem players in a physical and virtual hub, fostering collaboration and combining incubation, start-up acceleration, growth acceleration, coworking, networking and colocation of the SBDC, also known as SEDU, and other relevant business support providers.

Reference: David Headley, +1 (758) 724-9269, dheadley@investstlucia.com

Southwest Innovation Corridor (Thea Chase, Director 2016-2019) Thea Chase led the Southwest Innovation Corridor (SWIC), A Telluride Foundation initiative, from 2016-2019 by building momentum in rural southwest Colorado to build the innovation-based economy. The organization was funded through an i6 challenge grant from the Economic Development Commission, an Advanced Industries infrastructure grant from the State of Colorado and a family foundation, SWIC primarily works in the 8 county area from Delta to Cortez, the Utah border to Ouray. Thea was responsible for developing the concepts, partnerships and worked with the Telluride Foundation to raise the \$900k in funds to support the project. Chase fostered partner collaboration for training and services to SWIC region companies through convening and coordinating regional SBDCs, Incubators, Accelerators, Economic Development groups, Startup Colorado and higher education.

Telluride Venture Accelerator (Thea Chase, Director 2013-2016) The Telluride Venture Accelerator under Thea's leadership was a private sector model managed by the Telluride Foundation. Startups were recruited from throughout the country to participate in a six-month accelerator program that combined rigorous curriculum and 120+mentors to take companies through business model and product development to launch, funding and growth. Average funding per company within one year was 500k. <https://www.tellurideva.com/>

Cal Poly - California Polytechnic State University, San Luis Obispo, Small Business Development Center and Center for Innovation and Entrepreneurship (Thea Chase, Managing Director 2010-2013) Thea Chase was responsible for the founding and growth of the Cal Poly Small Business Development Center and the direction and operation of the Cal Poly Center for Innovation and Entrepreneurship. The SBDC focuses on the development of small businesses and technology-enabled ventures in San Luis Obispo County, CA by providing high-quality business assistance to start-ups and established companies. The Cal Poly Center for Innovation and Entrepreneurship (CIE) helps students and community members acquire the tools, develop the skills and cultivate the mindset of an entrepreneur so that they may create economic and social value throughout the world. While it can mean starting a new business, entrepreneurial careers can be found or created in just about every field, industry, and organization. From a foundation of University entrepreneurship and an entrepreneurial community; Cal Poly CIE and SBDC has built comprehensive programs including a Business Incubator, summer Accelerator, Entrepreneurship Forum series, coworking space, Elevator Pitch competitions, Regional Investor pitch

and on campus curriculum and extra-curricular opportunities that combine to make SLO County an robust entrepreneurial and small business community. <https://cie.calpoly.edu/>; <http://sbdc.calpoly.edu/>

Business Incubator Center, Grand Junction, CO (Thea Chase, Executive Director 1993-2006) Thea led the Business Incubator Center in Grand Junction for 13+ years moving it to its current location at the former Department of Energy site, leading the process to transfer ownership to the community and developing the hub model as it exists today. BIC supports the launch, growth, stabilization and long-term success of business enterprises in Mesa County and the surrounding region and is the longest standing Incubation program in the state and has won over 7 international awards through inBIA, 5 under Thea's leadership including Incubator of the Year. Success is measured by their ability to guide entrepreneurs through sound business decisions and positive influence on economic growth in the region. The hub model includes a 60k sq ft business incubator campus with a 2500 sq ft shared use commercial kitchen, the regional SBDC, contract with the County to manage the regional Enterprise Zone, the regional Business Loan Fund capitalized at over 7M and a Makerspace. <https://gjincubator.org/>



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 1, 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 25, 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 -