

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, and the Board will be conducting its meetings exclusively online. Board Members and Staff will participate via Zoom videoconference from individual, separate locations. The videoconference is 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 “**hand-waving**” feature when appropriate in the Zoom meeting (the Board 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 emailed comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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 30, 2020 - 9:00 AM

****SPECIAL MEETING****

1. **PLEDGE OF ALLEGIANCE** (Join meeting via Zoom [here](#))
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

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

4. **County Administrator - Advertising County Resources** - Request Board approve the contract between the County of Inyo and Bishop Area Chamber of Commerce and Visitors Bureau of Bishop, California for the provision of Countywide Marketing and Public Relations services in an amount not to exceed \$45,000 for the period of June 30, 2020 through June 30, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
5. **Health & Human Services** - Request Board approve an amendment to the Memorandum of Understanding between Inyo County Department of Health and Human Services and Silver Peaks, LLC, to extend the deadline to expend \$50,000 in No Place Like Home Technical Assistance Funds from May 30, 2020 to May 30, 2021.

6. **Health & Human Services** - Request Board approve a Memorandum of Understanding between Inyo County Department of Health and Human Services and Mammoth Lakes Housing for the development of a property rehabilitation grant program.

7. **County Administrator** - Request Board approve the agreement for public defender services between the County of Inyo and David Doyle Hammon for the Provision of Professional Services As A Public Defender for the period of July 1, 2020 through June 30, 2022, in an amount not to exceed \$300,000, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

8. ***PUBLIC COMMENT***



County of Inyo



County Administrator - Advertising County Resources

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 30, 2020

FROM: Leslie Chapman

SUBJECT: Contract with the Bishop Area Chamber of Commerce and Visitors Bureau for Marketing and Public Relations services.

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Bishop Area Chamber of Commerce and Visitors Bureau of Bishop, California for the provision of Countywide Marketing and Public Relations services in an amount not to exceed \$45,000 for the period of June 30, 2020 through June 30, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Staff recommends using savings of \$45,000 from reduced advertising and canceled advertising and events, including fishing derbies and the State Fair exhibit, due to the coronavirus shut down for marketing and public relations efforts. This contract will use one-time savings to welcome back our visitors and local business patrons while educating them on the importance of preventative COVID-19 practices of distancing, hand-washing and wearing face coverings to promote that Inyo County is a safe place to visit and increase the odds that businesses will continue to rebuild in a safe environment.

Attached is a cover letter and menu of potential services provided by the Bishop Chamber of Commerce and Visitors Bureau (BCCVB) based on brainstorming sessions that included Tawni Thomson, BCCVB Executive Director; Kathleen New, Lone Pine Chamber of Commerce Executive Director; Julie Faber, Public Relations Consultant and Web Designer; and County staff. The letter spells out why, during these unprecedented times, it is more important than ever to develop and execute a marketing strategy that is creative, collaborative and encompasses our whole County and region from Death Valley to Pleasant Valley. The vision is that representatives from Death Valley, Tecopa/Shoshone, Lone Pine, Independence, Big Pine and Bishop will collaborate on content and provide ideas for marketing specific areas. This contract will not replace, but will supplement marketing efforts already in place at other agencies.

The options were developed based on a request to show what different levels of funding would buy the County in marketing and public relations.

Based on savings in the Advertising County Resources budget, staff recommends funding the \$45,000 level.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

While staff recommends participating in increased marketing to assist the COVID-19 economic recovery efforts, your Board may choose not to fund this contract at this time.

OTHER AGENCY INVOLVEMENT:

Representatives from each Inyo County community will be determined if the contract is approved.

FINANCING:

There are sufficient funds in the Advertising County Resources (011400) budget to cover the total contract cost.

ATTACHMENTS:

1. BACCVB Proposal and Options
2. BACCVB Contract

APPROVALS:

Leslie Chapman	Created/Initiated - 6/24/2020
Darcy Ellis	Approved - 6/24/2020
Leslie Chapman	Approved - 6/24/2020
Sue Dishion	Approved - 6/24/2020
Marshall Rudolph	Approved - 6/25/2020
Amy Shepherd	Final Approval - 6/25/2020



BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU

690 N. MAIN STREET, BISHOP, CALIFORNIA 93514

May 29, 2020

Dear Mr. Quilter, Ms. Chapman and Members of the Inyo County Board of Supervisors,

First, we would like to applaud your efforts in leading Inyo County through the Coronavirus pandemic. It is clear you care deeply for all affected – residents, business owners, and visitors. Your commitment to everyone's wellbeing is noticed!

Given the unprecedented economic consequences of Coronavirus, the global, national and local tourism industry is struggling. Traditional print and other marketing initiatives that were successful in the past will not be productive moving into our new normal. The Bishop Area Chamber of Commerce and Visitors Bureau (BACCVB) would like to partner with Inyo County to expand the voice of Inyo County through a cooperative marketing effort. This is absolutely not to replace the awesome efforts of Inyo County Public Information Officer, Carma Roper. This program will enhance the messaging of the County in a creative, engaging way with the goal of providing support as our economy reopens, recovers and rebounds.

It is our understanding some Advertising County Resources funds previously allocated for the current fiscal year are unspent at this time due to cancelled spring ads, fishing events and the California State Fair Exhibit. We suggest reallocation of these funds to a strategic digital media campaign with organic social media posts and highly targeted paid ads. Repurposing those unspent funds would allow the project to begin immediately. We suggest you consider a budget of \$35,000 to \$55,000 for fiscal year 2020-2021.

Initial objectives of this campaign would be: (1) inform visitors and locals about openings, closures, directives such as face covering and social distancing, best outdoor practices; (2) encourage positive compliance; (3) showcase iconic Inyo County venues to encourage "staycation" adventures for locals. *There's never been a better time to explore our own backyard!* In the longer term, messaging would include destination marketing and encouraging diversified business investment in Inyo. BACCVB's team has a successful track record and was recently awarded two prestigious Poppy Awards by Visit California for excellence in branding and cooperative, regional destination marketing campaigns. We want to share this expertise for the benefit of all communities in Inyo County. If this proposal is approved, our team pledges to work with the Lone Pine Chamber of Commerce and leaders in Big Pine, Independence, Death Valley and Tecopa/Shoshone on content development. Again, our proposal is not to replace the good works of dedicated people in our sister communities, rather to work together to tell a bigger story to a larger audience. We have spoken with Kathleen New of the Lone Pine Chamber of Commerce and she supports this proposal wholeheartedly.

The COVID-19 crisis has upended the travel industry. There will be significant challenges as we enter recovery and the already competitive market is going to be even more so. We will not see any international visitors for quite some time and the damage to the US economy means people will have less discretionary money for vacations. Travel consumers are going to be very particular about health and safety. There will be more destinations like Inyo County vying for fewer customers, so we absolutely must put forth the best coordinated, strategic destination marketing effort possible.

Please feel free to reach out if you should have any questions regarding our proposal. Thank you in advance for your consideration.

Sincerely,

Tawni Thomson, Executive Director

Bishop Area Chamber of Commerce & Visitors Bureau

STRATEGIC PLAN IMPLEMENTATION & PROGRAMMATIC APPROACH

Typically Inyo County spends the majority of the advertising and marketing dollars on print ads and some digital campaigns in California and niche magazines. Now, two months into this COVID-19 crisis, we understand print is not the answer to any marketing for the remainder of this calendar year. We need a new, more nimble approach.

In the past five years, BACCVB has developed sound online marketing programs, with trackable and measurable results. We'd like to share this efficacy with Inyo County and will provide monthly progress reports.

BACCVB contracts with a team of local professionals that help create content and promote Bishop on Facebook, Instagram, YouTube, TripAdvisor, Expedia and other online platforms. We work with Simpleview, Inc., the travel industry expert, to place paid social media ads and for search engine management. Our website, www.bishopvisitor.com is an amazing tool and even in this time of uncertainty, is still reaching 30K-55K people each month. The website, developed and maintained by Julie Faber, is very dynamic and the team works continuously to update, improve and build the content offered on the site. The greatest thing about online marketing is that we can track and monitor all of the programs, change content and make adjustments to optimize results in real time. Julie Faber is currently working with Kathleen New of the Lone Pine Chamber of Commerce to create the new digital Inyo County and Death Valley Visitor Guides which will live on a new Inyo County visitor website. All social media posts and paid ads will direct traffic to this new site. Through our partnerships, including paid search, paid social, organic social reach and website visitation, we could create a much more impactful strategy together.

Lastly, making guests and residents feel safe as businesses and venues re-open will be of utmost importance. Instead of focusing on awareness campaigns, we would like to shift to holding space for real conversations to happen, help educate and turn negative conversations around, communicate guidelines for local residents, businesses and visitors. This can be accomplished effectively through online conversations with the social media team, supplementing the efforts of Lone Pine Chamber and Bishop Chamber staff.

History and research clearly shows, marketers who keep spending during downturns fare much better than those who don't.

Here is a look at the reallocation of marketing funds in cooperation with BACCVB and Inyo County during the recovery wave of the Coronavirus. All ad sets will start slow, be closely monitored and hyper targeted. All sense of urgency should be avoided. We will need to refine tone and adjust weekly at a minimum. We will develop multiple scenarios and strategies to support and strengthen the messaging from Inyo County. These campaigns will enhance transparency and be geared towards facilitating community connection. We will begin by building relationships locally as well as generate a respectful guest audience that will visit again and again.

Some Communication Content ideas;

- Virtual Tours Near Me
- We're Open Campaign
- California Road Trips
- 3-5 Day Itineraries in Inyo
- Staycation / Summer Vacation Local Campaign
- Reminders – You're Important to Us! (business to business and business to consumer)

**Options for Inyo County Contract with BACCVB for
Destination Marketing & Positive Public Relations Campaigns**

Option #1 - \$55,000

California Fall Color Sponsorship/Poimiroo	\$ 3,000
Inyo County Fishing Guide Print Ad	\$ 900
Mono County Visitor Guide Print Ad	\$ 600
Adventure Sports Journal Print and Online Magazine - 4 x	\$ 4,000
Yosemite Journal Print and Online	\$ 2,000
Scenic 395 Magazine	\$ 2,500
Visitor E-newsletter - 12X	\$ 3,600
Facebook - 2xWeek/Monitor & Respond	\$ 6,000
Instagram - 2xWeek/Monitor & Respond	\$ 6,000
Local Info E-newsletter - 12X	\$ 3,600
Local Interest Paid Social	\$ 2,600
Visitor Interest Paid Social	\$ 6,000
Destination Marketing Paid Search	\$ 4,600
Content development, creative design, oversight, reporting	\$ 9,600

Option #2 - \$45,000

California Fall Color Sponsorship/Poimiroo	\$ 3,000
Inyo County Fishing Guide Print Ad	\$ 900
Mono County Visitor Guide Print Ad	\$ 600
Yosemite Journal Print and Online	\$ 2,000
Scenic 395 Magazine	\$ 2,500
Visitor E-newsletter – 6X	\$ 1,800
Facebook - 2xWeek/Monitor & Respond	\$ 6,000
Instagram - 2xWeek/Monitor & Respond	\$ 6,000
Local Interest Paid Social	\$ 2,600
Visitor Interest Paid Social	\$ 6,000
Destination Marketing Paid Search	\$ 4,600
Content development, creative design, oversight, reporting	\$ 9,000

Option #3 - \$35,000

California Fall Color Sponsorship/Poimiroo	\$ 3,000
Inyo County Fishing Guide Print Ad	\$ 900
Visitor E-newsletter - 4X	\$ 1,200
Facebook - 1xWeek/Monitor & Respond	\$ 4,000
Instagram - 1xWeek/Monitor & Respond	\$ 4,000
Local Interest Paid Social	\$ 2,600
Visitor Interest Paid Social	\$ 6,000
Destination Marketing Paid Search	\$ 4,600
Content development, creative design, oversight, reporting	\$ 8,700

Thank you for this opportunity to cooperate. We can weather this storm better together!

**AGREEMENT BETWEEN COUNTY OF INYO
AND Bishop Area Chamber of Commerce and Visitors Bureau (BACCVB)
FOR THE PROVISION OF Marketing SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Marketing services of BACCVB of Bishop, CA hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Clint Quilter, whose title is: County Administrator, or his designee. 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 June 30, 2020 to June 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work 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-five thousand Dollars and zero cents (\$45,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of any services and work which were done at the County's request, an itemized statement of said services and work performed by Contractor 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 on each day. Upon 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**. 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
County Administration Department
P.O. Drawer N Address
Independence, CA 93526 City and State

Contractor:

BACCVB Name
690 N. Main St. Address
Bishop, CA 93514 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.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Bishop Area Chamber of Commerce and Visitors Bureau (BACCVB)
FOR THE PROVISION OF Marketing 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 Bishop Area Chamber of Commerce and Visitors Bureau (BACCVB)
FOR THE PROVISION OF Marketing SERVICES**

TERM:

FROM: June 30, 2020 TO: June 30, 2021

SCOPE OF WORK/FEES:

Contractor will provide Marketing and Public Relations Services to County when and as specifically selected by County Administrator or designee during the contract term, for flat-fee amounts to be determined and agreed-upon between County and Contractor. Examples of service options and the applicable fee amounts (unless otherwise agreed to) include the following:

-California Fall Color Sponsorship/Poimiroo	\$3,000
-Inyo County Fishing Guide Print Ad	\$ 900
-Mono County Visitor Guide Print Ad	\$ 600
-Yosemite Journal Print and Online	\$2,000
-Scenic 395 Magazine	\$2,500
-Visitor E-newsletter—6X	\$1,800
-Facebook – 2xWeek/Monitor & Respond	\$6,000
-Instagram – 2xWeek/Monitor & Respond	\$6,000
-Local Interest Paid Social	\$2,600
-Visitor Interest Paid Social	\$6,000
-Destination Marketing Paid Social	\$4,600
-Content development, creative design, oversight, reporting	\$9,000

Service options may be changed by mutual agreement based on market strategy. All changes must be approved by the County Administrator or designee.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Bishop Area Chamber of Commerce and Visitors Bureau (BACCVB)
FOR THE PROVISION OF Marketing SERVICES**

TERM:

FROM: June 30, 2020 TO: June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 30, 2020

FROM:

SUBJECT: Approve an amendment to the Memorandum of Understanding between Inyo County Department of Health and Human Services and Silver Peaks, LLC.

RECOMMENDED ACTION:

Request Board approve an amendment to the Memorandum of Understanding between Inyo County Department of Health and Human Services and Silver Peaks, LLC, to extend the deadline to expend \$50,000 in No Place Like Home Technical Assistance Funds from May 30, 2020 to May 30, 2021, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

Your Board approved an MOU in January, 2020, to provide \$50,000 in No Place Like Home (NPLH) Technical Assistance funds to Silver Peaks, LLC, for the acquisition of land to place a 72-unit affordable housing complex. At the time, escrow was expected to close within a few weeks, so a May 2020 deadline was included in the MOU.

Since that time, Silver Peaks LLC has been unable to acquire the necessary paperwork from the state Department of Housing and Community Development (HCD) to close escrow on the property due, in part, to COVID-19 and the need to address some outstanding legal issues. While Silver Peaks, LLC still expects approval from HCD in the near future, the Department wants to amend the MOU and extend the deadline for expenditure and give plenty of room for future changes in the timeline. Should these funds not be expended by Silver Peaks, LLC for the Silver Peaks Affordable Housing complex, the funds will revert back to Inyo County and then back to the state.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could elect not to amend the MOU to extend the timeline for expenditure. If this happens, the funds under the current MOU will revert back to the County, and, since the deadline for County expenditure is June 30, 2020, they will revert back to the state.

OTHER AGENCY INVOLVEMENT:

IMACA, Continuum of Care (CoC)

FINANCING:

100% NPLH TA Funds. No County General Funds.

ATTACHMENTS:

1. Amendment to HHS - Silver Peaks LLC MOU

APPROVALS:

Meaghan McCamman	Created/Initiated - 6/22/2020
Darcy Ellis	Approved - 6/22/2020
Marilyn Mann	Approved - 6/22/2020
Sue Dishion	Approved - 6/23/2020
Marshall Rudolph	Approved - 6/23/2020
Amy Shepherd	Approved - 6/23/2020
Meaghan McCamman	Final Approval - 6/23/2020

Amendment to the Memorandum of Understanding between the County of Inyo Department of Health and Human Services and Silver Peaks, LLC to Provide \$50,000 in No Place Like Home Technical Assistance Funding for the Purchase and Development of the Silver Peaks Complex.

WHEREAS, On July 1, 2016, Governor Brown signed legislation enacting the No Place Like Home (“NPLH”) program to invest in the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness; and

WHEREAS, the State of California, Department of Housing and Community Development, has awarded a total of \$575,000 in NPLH and NPLH Technical Assistance funds to County of Inyo Department of Health and Human Services for this purpose; and

WHEREAS, on January 29, 2020 the Inyo County Board of Supervisors approved an MOU with Silver Peaks, LLC, to provide \$50,000 in NPLH Technical Assistance Funds for the Purchase and Development of the Silver Peaks Complex; and

WHEREAS, the previous MOU by which \$50,000 in NPLH technical assistance funding was provided to Silver Peaks LLC by Inyo County had an expenditure deadline of May 30, 2020, after which time if the funds are not expended, Silver Peaks LLC will return the \$50,000 to Inyo County; and

WHEREAS, Silver Peaks LLC has been unable to expend the \$50,000 in NPLH Technical Assistance funds on the property acquisition due to delays in paperwork from the State; and

WHEREAS, the provision of affordable housing and development of the Silver Peaks project remains a priority to the County of Inyo;

NOW, THEREFORE, the Inyo County Board of Supervisors amends the previous MOU between the County of Inyo Department of Health and Human Services and Silver Peaks, LLC, to replace the May 30, 2020 expenditure deadline by one year to May 31, 2021, after which time, if the funds are not expended in full, Silver Peaks LLC will return the \$50,000 to Inyo County.

All other provisions of the previously signed MOU remain in place unless otherwise amended by the parties.

We, the undersigned, have read and agree with this MOU.

By _____

Inyo County HHS Director

Date _____

By _____

Silver Peaks, LLC

Date _____



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 30, 2020

FROM:

SUBJECT: Approve a Memorandum of Understanding between Inyo County Department of Health and Human Services and Mammoth Lakes Housing

RECOMMENDED ACTION:

Request Board approve a Memorandum of Understanding between Inyo County Department of Health and Human Services and Mammoth Lakes Housing for the development of a property rehabilitation grant program, and authorize the County Administrator to sign.

SUMMARY/JUSTIFICATION:

Inyo County Department of Health and Human Services has received \$75,000 from the California Department of Housing and Community Development (HCD) in No Place Like Home (NPLH) Technical Assistance grant funds. A portion of these funds have been given to the Silver Peaks, LLC to acquire and develop the Silver Peaks Affordable Housing complex in Bishop, which is Inyo County's NPLH project.

It is also a priority of Inyo County HHS to ensure that the housing projects funded through the NPLH Technical Assistance grant are available to residents who reside outside of the Bishop area. This MOU provides \$25,000 to Mammoth Lakes Housing to partner with Inyo County in developing a program that will increase housing stock throughout the County through property rehabilitation, with a special emphasis on supporting rehabilitation for housing that will be used for persons from the NPLH target population.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this MOU with Mammoth Lakes Housing. This means that the \$25,000 in NPLH Technical Assistance funding would revert to the state.

OTHER AGENCY INVOLVEMENT:

Mammoth Lakes Housing

FINANCING:

100% NPLH TA Grant Funds. No County General Funds.

ATTACHMENTS:

1. MLH Rehab Predevelopment MOU

APPROVALS:

Meaghan McCamman	Created/Initiated - 6/22/2020
Darcy Ellis	Approved - 6/22/2020
Marilyn Mann	Approved - 6/22/2020
Sue Dishion	Approved - 6/22/2020
Marshall Rudolph	Approved - 6/22/2020
Amy Shepherd	Approved - 6/23/2020
Meaghan McCamman	Final Approval - 6/23/2020

**Memorandum of Understanding between the County of Inyo and Mammoth Lakes Housing, Inc.
to Develop a Property Rehabilitation Program**

WHEREAS, On July 1, 2016, Governor Brown signed legislation enacting the No Place Like Home (“NPLH”) program to invest in the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness; and

WHEREAS, the State of California, Department of Housing and Community Development (“Department”), has awarded \$75,000 in NPLH Technical Assistance funds (“TA funds”) to the Inyo County Department of Health and Human Services, and

WHEREAS, the NPLH TA funds guidance allows counties to “subcontract for eligible technical assistance activities,” including “capacity-building activities related to creating housing models suitable for individuals or households that include one or more individuals described in Welfare and Institutions Code Section 5600.3 (including, but not limited to “Seriously Emotionally Disturbed Children or Adolescents” and adults or older adults who have a “Serious Mental Disorder”) who are homeless, chronically homeless, or at risk of chronic homelessness; and

WHEREAS, Inyo County is implementing an NPLH project to support the development of a 72 unit Silver Peaks affordable housing complex in Bishop and guarantee at least 5 units for HHS clients with serious mental illness who are homeless or at risk of homelessness; and

WHEREAS, the development of the Silver Peaks affordable housing complex in Bishop is a step in the right direction, but does not serve the needs of the rest of unincorporated Inyo County; and

WHEREAS, the expansion of community housing through the rehabilitation of substandard properties is an appropriate and practical approach to addressing the needs of the low-income and homeless NPLH Target Population who do not live in the Bishop area; and

WHEREAS, MLH is a nonprofit Community Housing Development Organization serving Inyo, Mono, and Alpine counties with the mission to “support community housing for a viable economy and a sustainable community”; and

WHEREAS, MLH has experience developing and implementing rehabilitation loan programs and Inyo County wishes to engage with MLH for these services; and

WHEREAS, the MLH five-year Strategic Plan (2019-2023) prioritizes expanding services further into the tri-county service area and to continue to provide rehabilitation services;

WHEREAS, Inyo County wishes to subcontract with MLH to plan, develop, and build the capacity to administer a rehabilitation loan program that serves unincorporated Inyo County, including an element that serves specifically the NPLH Target Population;

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

1. Inyo County will pay MLH an amount not to exceed \$25,000 for predevelopment program costs to include:
 - a. Staff time associated with the planning for the implementation of this program that benefits NPLH Target population;
 - b. Staff coordination meetings with Inyo County staff and attendance at necessary Inyo County Board of Supervisors' meetings;
 - c. The creation of draft program guidelines;
 - d. Draft contract with MLH for program implementation to include advertising;
 - e. Draft marketing plan to outreach to landlords willing to provide housing to the NPLH Target Population;
 - f. The creation of draft loan documents;
 - g. The creation of a deed/occupancy restriction specific to the NPLH Target Population;
 - h. Draft contract for ongoing monitoring needs, to be used as necessary.

2. The items listed above as the predevelopment program deliverables will be completed by September 30, 2021.

We, the undersigned, have read and agree with this MOU.

By _____
Inyo County, County Administrative Officer

Date _____

By _____
Mammoth Lakes Housing, Executive Director

Date _____



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 30, 2020

FROM: Denelle Carrington

SUBJECT: Approval of Contract Agreement for Public Defender Services

RECOMMENDED ACTION:

Request Board approve the agreement for public defender services between the County of Inyo and David Doyle Hammon for the Provision of Professional Services As A Public Defender for the period of July 1, 2020 through June 30, 2022, in an amount not to exceed \$300,000, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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 services, 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.

The current Public Defender providing services for Felonies gave her notice and her last day with the County is June 30, 2020. Approving this contract ensures that there is no gap in the services provided by the public defenders.

To ensure the provision of adequate Public Defender services, and in an effort to minimize potential conflicts (and provide coverage when conflicts exist), the County's Public Defender contracts are generally structured to divide Public Defender services between the juvenile and the adult courts, and each Public Defender is assigned primary and secondary responsibilities; usually with priorities for conflict coverage assigned within each responsibility area. For example, one contractor might have primary responsibility for felony appointments (first priority), misdemeanors - North County (second priority), misdemeanors - South County (third priority) with secondary obligations for all other conflict matters including dependency, delinquency, mental health and child support cases, as well as advocating for patients' rights. In this manner, the County is able to ensure reasonable coverage for legal representation that the County is required to provide before the various courts for qualified indigent persons.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract, however, this is not advised as this will assist in satisfying the County's obligation to provide indigent legal services.

OTHER AGENCY INVOLVEMENT:

The County Counsel's Office assisted in reviewing the standard contract to ensure the contract continued to meet the County's needs.

FINANCING:

Funding for this contract is included in the Public Defenders Budget #022600, in the Professional Services object code (5265). The negotiated contract amount is \$12,500 per month, for a total annual amount not to exceed \$150,000 and a total contract amount not to exceed \$300,000.

ATTACHMENTS:

1. Hammon Public Defender Contract

APPROVALS:

Denelle Carrington	Created/Initiated - 6/17/2020
Darcy Ellis	Approved - 6/18/2020
Denelle Carrington	Approved - 6/23/2020
Sue Dishion	Approved - 6/24/2020
Marshall Rudolph	Approved - 6/24/2020
Amy Shepherd	Final Approval - 6/24/2020

**AGREEMENT BETWEEN COUNTY OF INYO
AND DAVID DOYLE HAMMON
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 **DAVID DOYLE HAMMON** 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, 2020 to June 30, 2022.

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' 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 required 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>DAVID DOYLE HAMMON</u>	Name
<u>208 S. Main St., Ste C</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.

**AGREEMENT BETWEEN COUNTY OF INYO
AND DAVID DOYLE HAMMON
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2020 TO: JUNE 30, 2022

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: David Doyle Hammon
Signature

Dated: _____

Dated: June 22, 2020

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 DAVID DOYLE HAMMON
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2020 TO: JUNE 30, 2022

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 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 DAVID DOYLE HAMMON
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2020 TO: JUNE 30, 2022

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 DAVID DOYLE HAMMON
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

COVERAGE TABLE:

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

Primary Obligations:

First Priority:	Felony Appointments, North and South County of Inyo
First Priority:	Sexually Violent Predator Cases
Second Priority:	Misdemeanors, North County
Third Priority:	Misdemeanors, South County of Inyo

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.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND DAVID DOYLE HAMMON
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2020 TO: JUNE 30, 2022

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, 2020 through June 30, 2022; \$300,000.00/\$12,500.00 per mo.

On or before July 1, 2021, and every July 1st thereafter, Contractor and County may review and discuss whether an adjustment to said monthly compensation may be appropriate. Any agreed upon adjustments shall be memorialized in writing and incorporated into this Agreement by reference.

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 DAVID DOYLE HAMMON
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

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 Monthly Case Report for the prior twelve month (12-month) period (or, if less than 12-months data exists, the period up to 12 months for which data exists) submitted under Section H of Attachment A, and applied to the percentage that dependency funding is reduce 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 DAVID DOYLE HAMMON
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2020 TO: JUNE 30, 2022

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 DAVID DOYLE HAMMON
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2020 TO: JUNE 30, 2022

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 DAVID DOYLE HAMMON
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JULY 1, 2020 TO: JUNE 30, 2022

SEE ATTACHED INSURANCE PROVISIONS