

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

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

April 20, 2021 - 10:00 A.M.

1. **PLEDGE OF ALLEGIANCE** (Join meeting via Zoom [here](#))
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
4. **COVID-19 STAFF UPDATE**
5. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Marissa Silvas, Office Tech I, Auditor-Controller; Katherine Ammirati, Deputy District Attorney, D.A.'s Office; and Rebecca Carlson, Evidence Tech, Sheriff's Office.

CONSENT AGENDA (Approval recommended by the County Administrator)

6. **County Administrator - Parks & Recreation** - Request Board approve the agreement between the County of Inyo and Madera Disposal Systems Inc, dba Bishop Waste Disposal of Bishop, CA for the provision of Vault Toilet pumping services in an amount not to exceed \$49,680 for the period of July 1, 2021 through June 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

7. **County Administrator - Parks & Recreation** - Request Board approve the agreement between the County of Inyo and Madera Disposal Systems Inc dba Bishop Waste Disposal of Bishop, CA for the provision of chemical toilet services in an amount not to exceed \$30,627 for the period of July 1, 2021 through June 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
8. **County Administrator - Recycling & Waste Management** - Request Board authorize the Inyo County Recycling and Waste Management Program to close the Big Pine Transfer Station, Independence Landfill, the Lone Pine Landfill and the Bishop-Sunland Landfill on the following holidays: Fourth of July 2021, Christmas Day 2021 and New Year's Day 2022.
9. **County Administrator - Recycling & Waste Management** - Request Board approve the agreement between the County of Inyo and Madera Disposal Systems Inc. dba Bishop Waste Disposal of Bishop, CA, for the provision of chemical toilet services in an amount not to exceed \$47,720 for the period of July 1, 2021 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
10. **County Administrator - Recycling & Waste Management** - Request Board approve the agreement between the County of Inyo and American Refuse Inc. of Wasco, CA for the provision of tire hauling and recycling in an amount not to exceed \$135,000 for the period of July 1, 2021 through June 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
11. **County Administrator - Recycling & Waste Management** - Request Board approve Resolution No. 2021-26, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing Submittal of Applications for Grant Programs and Related Authorizations," in relation to CalRecycle grants, and authorize the Chairperson to sign.
12. **Health & Human Services - Behavioral Health** - Request Board approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. for residential placement for adults in a locked facility or an enhanced board and care in the amount not to exceed \$23,000 for the period of July 1, 2021 to June 30, 2022, contingent upon the Board's adoption of the Fiscal Year 2021/2022 Budget, and authorize Chairperson to sign.
13. **Planning Department** - Request Board approve Amendment No. 4 to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for the provision of hydrological services to amend all sections relating to the term of the agreement to be April 25, 2017 to April 25, 2022 and amend all sections relating to the limit upon amount payable under the agreement to \$70,000, and authorize the Chairperson to sign.
14. **Public Works** - Request Board accept and approve the Highway Easement Deed from the United States of America, acting through the Department of Transportation, Federal Highway Administration, for the realignment of a portion of road related to the Carroll Creek Road Bridge Replacement Project.

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

15. **Health & Human Services - Social Services** - Request Board approve a proclamation declaring April 23, 2021 as Children's Memorial Day in Inyo County.
16. **County Administrator - Information Services** - Request Board approve the lease agreement between the County of Inyo and the California Broadband Cooperative (CBC) of Bishop, California, for the lease of 2 strands of fiber-optic network cabling between 210 Academy Avenue in Bishop and 1360 North Main Street in Bishop, in an amount not to exceed \$1,050 per month for 60 months (\$63,000), and a one-time non-recurring cost of \$77,645.25 for the installation of CBC network assets to 1360 North Main Street, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. *(The lease will commence and the non-recurring costs will be billed following the circuit testing and customer acceptance.)*
17. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of April 13, 2021.

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

18. **11:30 A.M. - Board of Supervisors** - Request Board approve Resolution No. 2021-27, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Denouncing Resolutions 42-15, 42-16, and 43-6," and authorize the Chairperson to sign.
19. **1 P.M. - Environmental Health** - Request Board: A) conduct workshop to inform the Board of the current standing of the Inyo County Local Primacy Agency, and the pending revocation of the Local Primacy Delegation Agreement (LPDA) between the State Water Board, Division of Drinking Water (DDW), and the Inyo County Environmental Health Department (EHD); and B) provide any follow-up direction to staff as necessary.

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

20. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

21. **Auditor-Controller:** A) An actual count of money in the hands of the Treasurer for the period ending March 30, 2021; and B) A corrected actual count of money in the hands of the Treasurer for the period ending December 18, 2020.



County of Inyo



County Administrator - Parks & Recreation

CONSENT - ACTION REQUIRED

MEETING: April 20, 2021

FROM: Leslie Chapman

SUBJECT: Agreement Between County of Inyo and Bishop Waste Disposal for Vault Pumping Services at the County Parks & Campgrounds

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Madera Disposal Systems Inc, dba Bishop Waste Disposal of Bishop, CA for the provision of Vault Toilet pumping services in an amount not to exceed \$49,680 for the period of July 1, 2021 through June 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This agreement provides for the periodic pumping of vault toilets located within the County Parks and Campgrounds including, Baker Creek, Diaz Lake, Independence Creek, Pleasant Valley, Portuguese Joe's, Taboose Creek, and Tinnemaha Campgrounds and the Millpond Recreation Area. Inyo County Parks & Recreation requested bid proposals from vault toilet pumping service providers, with Bishop Waste Disposal submitting the low bid to provide the service. The bids are summarized as follows:

Bishop Waste Disposal	\$49,680
Sierra Disposal	\$50,355

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

This agreement provides the periodic pumping of the facility vault toilets and septic tank located in the County Parks and Campgrounds. The facilities must be serviced periodically.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Vault pumping services will be budgeted in the Parks and Recreation Budget 076900, Object Code 5265, Professional Services.

ATTACHMENTS:

1. Parks Vault Pumping Contract

APPROVALS:

Teresa Elliott	Created/Initiated - 3/31/2021
Darcy Ellis	Approved - 3/31/2021
Teresa Elliott	Approved - 3/31/2021
Marshall Rudolph	Approved - 4/2/2021
Amy Shepherd	Approved - 4/2/2021
Leslie Chapman	Final Approval - 4/5/2021

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by _____, whose title is: _____. 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 _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed _____ Dollars

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

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo

_____ Department
Address
City and State

Contractor:

_____ Name
Address
City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



County Administrator - Parks & Recreation

CONSENT - ACTION REQUIRED

MEETING: April 20, 2021

FROM: Leslie Chapman

SUBJECT: Agreement between County of Inyo and Bishop Waste Disposal for Chemical Toilet Services at Diaz Lake and Millpond Recreational Area.

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Madera Disposal Systems Inc dba Bishop Waste Disposal of Bishop, CA for the provision of chemical toilet services in an amount not to exceed \$30,627 for the period of July 1, 2021 through June 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Parks and Recreation utilizes chemical toilets at the Diaz Lake Campground for campers and one ADA chemical toilet at Millpond Recreational Area. Servicing will be provided once per week at all locations. Parks and Recreation requested bid proposals from chemical toilet service providers, with Bishop Waste Disposal submitting the only bid to provide and service the chemical toilets for an annual bid amount of \$10,209 for a three year term, 2021-2024.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Toilets must be provided for campers. This agreement provides toilets for the lake. The alternative would be to install permanent toilets. While vault or septic toilets would be the preferred option, the funds are not available in the current budgets for the installation of vault or septic toilets.

OTHER AGENCY INVOLVEMENT:

FINANCING:

These services will be budgeted in the Parks and Recreation budget 076900 Object Code 5265, Professional Services.

ATTACHMENTS:

1. Parks Chemical Toilet Contract

APPROVALS:

Teresa Elliott

Darcy Ellis

Teresa Elliott

Marshall Rudolph

Amy Shepherd

Leslie Chapman

Created/Initiated - 3/31/2021

Approved - 3/31/2021

Approved - 4/1/2021

Approved - 4/1/2021

Approved - 4/1/2021

Final Approval - 4/5/2021

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by _____, whose title is: _____. 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 _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed _____ Dollars

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

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

F. Federal and State taxes.

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

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

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

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

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo

_____ Department
Address
City and State

Contractor:

_____ Name
Address
City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: April 20, 2021

FROM: Leslie Chapman

SUBJECT: Closure of the Inyo County Landfills

RECOMMENDED ACTION:

Request Board authorize the Inyo County Recycling and Waste Management Program to close the Big Pine Transfer Station, Independence Landfill, the Lone Pine Landfill and the Bishop-Sunland Landfill on the following holidays: Fourth of July 2021, Christmas Day 2021 and New Year's Day 2022.

SUMMARY/JUSTIFICATION:

The 4th of July holiday falls on a Sunday this year, therefore, the official County Holiday for the 4th will be on the Monday after the holiday. As such, the landfills will be closed to the public on that Monday.

Sundays are already slow days at these facilities. We expect that due to the holiday usage will be less than normal. In recognition of the holiday and so that our employees can celebrate without greatly inconveniencing customers, Inyo County Recycling and Waste Management recommends closing the three landfills that would normally be open on Sundays; Bishop-Sunland Landfill, Independence Landfill and Lone Pine Landfill, for the 4th of July Holiday and opening on Monday instead.

Christmas Day for 2021 falls on Saturday as well as New Years Day 2022, therefore, the official County Holiday for Christmas and New Year's Day will be on the Friday before the holiday. As such, the landfills will be closed to the public on those Fridays.

We expect that usage will be less than normal on Christmas Day and the New Year holidays as well. Therefore, staff recommends closing the three landfills that would normally be open on Saturdays; Bishop-Sunland Landfill, Big Pine Transfer Station and Lone Pine Landfill, for the Christmas Day and New Years Day Holidays, and be open on Friday before the Holidays instead.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County of Inyo Recycling and Waste Management Program could leave the landfills open on the 4th of July,

Christmas Day and New Years Day but that is not advised because it will not allow our landfill employees to spend the holiday with their families with minimal inconvenience to customers.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Recycling and Waste Management staff expects that any trash that would not be brought to the landfills on closed days will be brought on an open day, resulting in no loss of revenues.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 3/26/2021
Darcy Ellis	Approved - 3/30/2021
Teresa Elliott	Approved - 3/30/2021
Sue Dishion	Approved - 4/6/2021
Marshall Rudolph	Approved - 4/6/2021
Leslie Chapman	Final Approval - 4/14/2021



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: April 20, 2021

FROM: Leslie Chapman

SUBJECT: Agreement between County of Inyo and Bishop Waste Disposal for Chemical Toilet Services at Landfills

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Madera Disposal Systems Inc dba Bishop Waste Disposal of Bishop, CA, for the provision of chemical toilet services in an amount not to exceed \$47,720 for the period of July 1, 2021 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Recycling Waste Management (RWM) utilizes chemical toilets at the Big Pine Transfer Station, and the Independence and Lone Pine landfills for on-site personnel. Servicing will be provided once per week at Lone Pine and every other week at Big Pine and Independence. RWM requested bid proposals from chemical toilet service providers, with Bishop Waste Disposal submitting the only bid to provide and service the chemical toilets for an annual bid of \$9544.00 for a five year term, 2021-2026.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Toilets must be provided for employees. This agreement provides toilet accommodations primarily for RWM site personnel and to the public on occasion. Site attendants would have to leave the sites without this service; operations require personnel to remain on site during operating hours. Alternatively, permanent toilets could be installed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

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

ATTACHMENTS:

1. BW Chem T 2021

APPROVALS:

Teresa Elliott

Darcy Ellis

Teresa Elliott

Marshall Rudolph

Amy Shepherd

Leslie Chapman

Created/Initiated - 3/31/2021

Approved - 3/31/2021

Approved - 3/31/2021

Pending - 1/1/1900

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by _____, whose title is: _____. 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 _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

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(\$ _____) (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.

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(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.

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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.

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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.

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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.

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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.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo

_____ Department
Address
City and State

Contractor:

_____ Name
Address
City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: April 20, 2021

FROM: Leslie Chapman

SUBJECT: Approval of contract with American Refuse, Inc. for tire hauling and disposal.

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and American Refuse Inc. of Wasco, CA for the provision of tire hauling and recycling in an amount not to exceed \$135,000 for the period of July 1, 2021 through June 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

California law prohibits the disposal of waste tires in landfills. Rather, they must be brought to a certified waste tire processing facility. For a fee, tires are accepted from businesses and private parties at County landfills for disposal elsewhere.

The current contract for disposal terminates on June 30, 2021. Therefore, Waste Management sought bids from transportation companies to provide for the collection and removal of waste tires from the County's landfills. Inyo County Waste Management requires that the waste tire hauler must be certified by the State and complete all appropriate documentation required by law, including waste tire manifests and tire trip logs. Bids were received from Nite Owl Transportation in Bishop and from American Refuse Inc. in Wasco, California. The bids for removal and recycling were as follows:

American Refuse: \$240.00/ton

Nite Owl: \$288.00/ton

Including the local business and small business considerations, the low bid was submitted by American Refuse.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Hauling services could be provided "in house" at a greater overall cost to the County. If the County were to eliminate the program a significant increase in illegal dumping of tires could be anticipated.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funds for this service are included in the Recycling Waste Management budget 045700, Object Code 5265, Professional Services.

ATTACHMENTS:

1. American Refuse 2021 Contract

APPROVALS:

Teresa Elliott	Created/Initiated - 3/31/2021
Darcy Ellis	Approved - 3/31/2021
Teresa Elliott	Approved - 4/1/2021
Marshall Rudolph	Approved - 4/1/2021
Amy Shepherd	Approved - 4/1/2021
Leslie Chapman	Final Approval - 4/5/2021

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by _____, whose title is: _____. 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 _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed _____ Dollars

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

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo

_____ Department
Address
City and State

Contractor:

_____ Name
Address
City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: April 20, 2021

FROM: Leslie Chapman

SUBJECT: Resolution authorizing submittal of applications for Grants programs and related authorizations

RECOMMENDED ACTION:

Request Board approve Resolution No. 2021-26, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing Submittal of Applications for Grant Programs and Related Authorizations," in relation to CalRecycle grants, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

CalRecycle has various grant programs available to qualifying jurisdictions including Inyo County. CalRecycle has established a procedure which requires jurisdictions to apply for grants and authorize an individual to submit grant applications to CalRecycle and further requires a position be designated to execute documents related to those grants.

The attached resolution authorizes the Assistant County Administrator to submit applications to CalRecycle and further authorizes the County Administrator or his designee to execute all documents necessary to implement and secure the grant.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

We have been informed by CalRecycle that grant applications cannot be submitted unless an authorized Resolution is adopted. Your Board may forego participating in CalRecycle grant opportunities.

Your Board may also designate another individual or position to submit applications and execute documents.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no costs associated with adopting this resolution.

ATTACHMENTS:

1. Tire Amnesty RESOLUTION 2021

APPROVALS:

Teresa Elliott	Created/Initiated - 4/2/2021
Darcy Ellis	Approved - 4/2/2021
Teresa Elliott	Approved - 4/5/2021
Marshall Rudolph	Approved - 4/6/2021
Amy Shepherd	Approved - 4/6/2021
Leslie Chapman	Final Approval - 4/14/2021

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISOR, COUNTY OF INYO,
STATE OF CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION
FOR GRANT PROGRAMS AND RELATED AUTHORIZATIONS**

WHEREAS, pursuant to Public Resources Code section 48000 et seq, the Department of Resources and Recycling and Recovery (CalRecycle) has established various grant programs to qualifying jurisdictions, and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the grant programs; and

WHEREAS, CalRecycle's procedures for administering grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the grant programs.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Assistant County Administrator is authorized to submit an application to CalRecycle for any and all grant programs offered; and

BE IT FURTHER RESOLVED AND ORDERED that the Assistant County Administrator is hereby authorized as Signature Authority to execute all documents necessary to implement grant programs; and

BE IT FURTHER RESOLVED AND ORDERED that this authorization is effective for a period of five years, April 20, 2021 through April 19, 2026.

PASSED AND ADOPTED on this 20th day of April, 2021, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER
Clerk of the Board

By: _____
Darcy Ellis, Assistant



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: April 20, 2021

FROM: Lucy Vincent

SUBJECT: Approve the Contract between County of Inyo and Crestwood Behavioral Health, Inc.

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. for residential placement for adults in a locked facility or an enhanced board and care in the amount not to exceed \$23,000 for the period of July 1, 2021 to June 30, 2022, contingent upon the Board's adoption of the Fiscal Year 2021/2022 Budget, and authorize Chairperson to sign.

SUMMARY/JUSTIFICATION:

Mental Health currently has one long term LPS-conserved individual at Crestwood Behavioral Health, Inc. This individual is placed in a Crestwood facility in Stockton. This individual had resided in the Crestwood IMD (locked) facility in Vallejo for many years but was moved to the Stockton facility due to a change in the designation of the Vallejo facility about 7 years ago. Crestwood provides specialized services that meet both the physical and emotional needs of this person. Crestwood works closely with the deputy conservators and provides treatment updates and planning as appropriate.

Crestwood has offered excellent service for vulnerable persons. They are committed to providing service in the least restrictive setting. The conserved individuals continue to receive quality treatment in this facility and the Department respectfully request your Board approve the contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract. This would jeopardize the placement for the conservatees. Appropriate placements are often difficult to obtain and there is no guarantee that another facility that offers proper care will be found.

OTHER AGENCY INVOLVEMENT:

Inyo County Courts.

FINANCING:

100% Mental Health Realignment Funds. (clients partially reimburse with SSI payments). This contract is budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

ATTACHMENTS:

1. Crestwood-Inyo Contract 157 for FY 21-22
2. Insurance Provisions Attachment
3. Crestwood Rates FY 21-22

APPROVALS:

Lucy Vincent	Created/Initiated - 3/29/2021
Darcy Ellis	Approved - 3/29/2021
Marilyn Mann	Approved - 3/29/2021
Melissa Best-Baker	Approved - 3/30/2021
Aaron Holmberg	Approved - 3/30/2021
Marshall Rudolph	Approved - 3/31/2021
Amy Shepherd	Approved - 3/31/2021
Marilyn Mann	Final Approval - 3/31/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Crestwood Behavioral Health, Inc. of California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Twenty-Three Thousand Dollars and no cents (\$ 23,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, and 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.

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.

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

A. Contractor shall hold harmless, defend, and indemnify the County, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of work described herein, caused in whole or in part by any alleged or proven negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may

be liable, except to the proportionate extent that such loss or damage was caused by the sole negligence or willful misconduct of the County.

B. The County shall hold harmless, defend, and indemnify Contractor and its officers, officials, employees, and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) arising out of or in connection with the County's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement except for the proportionate percentage that liability, loss, damage, expense, or costs were caused by the negligence or willful misconduct of the Contractor. In no event shall the cost to defend charged to the County exceed the County's proportionate percentage of fault.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

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

13. NONDISCRIMINATION.

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

14. PATIENTS RIGHTS.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

15. CANCELLATION.

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

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. FUNDING LIMITATION.

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

24. AMENDMENT.

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

25. NOTICE.

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

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

Contractor:	
<u>Elena Mashkevich</u>	Name
<u>520 Capitol Mall, Suite 800</u>	Street
<u>Sacramento, CA 95814</u>	City and State

26. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: *Mashkevich*
Signature

Type or Print Name

Elena Mashkevich, Director of County Contracts
Type or Print Name

Dated: _____

Dated: 3/25/2021

APPROVED AS TO FORM AND LEGALITY:

Grace Church
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

J. DL
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2022

SCOPE OF WORK:

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Crestwood Behavioral Health Inc. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2022

SCHEDULE OF FEES:

See attached schedule of fees for treatment sites and programs. Refer to Stockton facility fees for current services. Fee is for the Special Treatment Program patch rate of \$61.00 per day.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2022

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

Professional Liability (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

Attachment C: Insurance Requirements for Professional Services

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers, as additional insureds. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies

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

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

Attachment C: Insurance Requirements for Professional Services

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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

-end-

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>SNF/STP - IMD Designation</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Wellness and Recovery Ctr	235.16	25.00
Redding SNF/STP (IMD) - 1122		46.00
NPI - 1194743088		61.00
		117.00
		Negotiated

<u>SNF/STP</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Manor - Stockton	Medi-Cal Published Rate	25.00
San Joaquin SNF/STP - 1104	**Indigent/Medi-Cal Ineligible	36.00
NPI - 1730128174		38.00
		61.00
		88.00
		117.00
		Negotiated

Crestwood Manor - Modesto	Medi-Cal Published Rate	25.00
Stanislaus SNF/STP - 1112	**Indigent/Medi-Cal Ineligible	41.00
NPI - 1508884487		61.00
		88.00
		117.00
		Negotiated

Crestwood Manor - Fremont	Medi-Cal Published Rate	25.00
Alameda SNF/STP - 1134	**Indigent/Medi-Cal Ineligible	33.00
NPI - 1902828403		61.00
		96.00
		140.00
		Negotiated

<u>SNF</u>		
Crestwood Treatment Center - Fremont	Medi-Cal Published Rate	140.00
Alameda SNF - 1120	**Indigent/Medi-Cal Ineligible	
NPI - 1942228838		
		Negotiated

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers
(MHRC)

Room and Board/Per Diem

Crestwood Center - Sacramento	Level 1	370.00
Sacramento MHRC - 1106	Level 2	337.00
NPI - 1356411656	Level 3	306.00
Crestwood Behavioral Health Ctr – San Jose	Level 1	404.00
Santa Clara MHRC - 1107	Level 2	324.00
NPI - 1376623256	Level 3	315.00
Crestwood Behavioral Health Ctr - Eureka		318.00
Humboldt MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr - Bakersfield	Level 1 (1:1)	696.00
Kern MHRC - 1115	Level 2	370.00
NPI - 1275610800	Level 3	337.00
	Level 4	304.00
Crestwood Center at Angwin, Napa Valley	Level 1	362.00
Napa MHRC - 1116	Level 2	288.00
NPI - 1316024953	Level 3	235.00
Kingsburg Healing Center	Level 1	475.00
Fresno MHRC - 1140	Level 2	416.00
NPI – 1073989661	Level 3	357.00
	Bedhold	297.00
Crestwood Recovery and Rehab Ctr– Vallejo	Level 1	372.00
Solano MHRC - 1141	Level 2	316.00
NPI - 1508935834	Level 3	280.00
	Level 4	263.00

Crestwood San Diego	Level 1	454.00
San Diego MHRC - 1154	Level 2	389.00
NPI - 1295146934	Level 3	323.00
	Bedhold	314.65
Crestwood Chula Vista	Level 1	454.00
San Diego MHRC - 1164	Level 2	389.00
NPI - 1023495181	Level 3	323.00
	Bedhold	314.65
San Francisco Healing Center	SF Blended Rate	495.00
San Francisco MHRC - 1166	Bedhold	486.65
NPI - 1447758024		
Fallbrook Healing Center	Level 1	464.00
San Diego MHRC - 1167	Level 2	397.00
NPI - 1639738297	Level 3	331.00
	Bedhold	317.00
Champion Healing Center - Lompoc	Level 1	530.00
Santa Barbara MHRC - 1170	Level 2	440.00
NPI - 31487282273	Level 3	362.00

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>Psychiatric Health Facilities (PHF)</u>	<u>Room and Board/Per Diem</u>
Crestwood PHF - Carmichael American River, Sacramento - 1153 NPI - 1972827343	900.00
Crestwood Center PHF - Sacramento Sacramento - 1156 NPI - 1669734075	900.00
Crestwood PHF – San Jose Santa Clara - 1157 NPI - 1598065047	1,082.00
Crestwood Bakersfield PHF Kern – 1158 NPI - 1194034645	975.00
Crestwood Solano PHF – Vallejo Solano PHF - 1159 NPI - 1780009142	998.00
Crestwood Sonoma PHF Sonoma PHF - XXXX NPI - XXXXXXXXXX	1,000.00

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Pathways ARF - Eureka Humboldt, Social Rehabilitation Center - 1125 NPI - 1811374564	198.00
Crestwood Solano Our House, ARF at Vallejo Solano ARF - 1136 NPI - 1750452199	150.00
Bridge Program – Bakersfield ARF Bakersfield, Social Rehabilitation Center-1137 NPI - 1265501597	209.00
American River Resident. Services-Carmichael Sacramento ARF - 1139 NPI - 1104905645	150.00
Bridge Program - Pleasant Hill Contra Costa ARF - 1143 NPI - 1669543005	150.00
The Pathway - Pleasant Hill Contra Costa, Social Rehab Center- 1144 NPI - 1578634911	203.00
Bridge Program - Fresno Fresno, Social Rehabilitation Center - 1145 NPI - 1093892663	209.00
Crestwood Hope Center – Vallejo Solano RCFE - 1152 NPI - 1962702324	150.00
Hummingbird Healing House – San Diego San Diego Social Rehabilitation Center - 1168 NPI - 1992206734	195.00



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: April 20, 2021

FROM: Cathreen Richards, Aaron Steinwand

SUBJECT: Amendment No. 4 to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for provision of hydrological services in relation to the Hydrological Mitigation Monitoring Plan for Conditional Use Permit No. 2007-03 (Coso Operating Company, LLC)

RECOMMENDED ACTION:

Request Board approve Amendment No. 4 to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for the provision of hydrological services to amend all sections relating to the term of the agreement to be April 25, 2017 to April 25, 2022 and amend all sections relating to the limit upon amount payable under the agreement to \$70,000, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

On March 11, 2009 the Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified an associated Environmental Impact Report (EIR), which permitted the Coso Operating Company (Coso) to extract groundwater from two existing wells on its Hay Ranch property in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station nine miles east. Conditions of approval include a Hydrologic Mitigation Monitoring Plan (HMMP), which is in place to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts.

Inyo County is continuing to monitor Coso's groundwater pumping pursuant to the HMMP. Additional monitoring is necessary based on the condition of approval for Coso's CUP. Daniel B Stephens & Associates (DBSA) has been providing hydrological consulting services throughout the the project under the contract proposed to be amended. DBSA's contract term is set to expire on April 25, 2021, but the County still has need for hydrologic consulting relating to the ongoing pumping and the HMMP, necessitating the need to extend the contract. The limit payable also needs to be amended (increased) under this contract to fund the updating of the model and based on the update decide whether it is necessary to recalibrate and run 2 future scenarios yet to be designed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the amendment. This is not recommended as Daniel B. Stephens Associate, Inc.'s history and expertise are valuable assets for the County to utilize as hydrological consultants for the ongoing

monitoring required by the HMMP.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Financing will continue to be provided by deposit from Coso (Coso Monitoring & Mitigation Fund Balance, 503823). Work on tasks in accordance with this contract may carry forward into future budgets and will be evaluated accordingly during the budget process.

ATTACHMENTS:

1. DB Stevens Contract Amendment 4

APPROVALS:

Cathreen Richards
Darcy Ellis
Amy Shepherd
Marshall Rudolph
Cathreen Richards

Created/Initiated - 4/8/2021
Approved - 4/8/2021
Approved - 4/8/2021
Approved - 4/8/2021
Final Approval - 4/9/2021

**AMENDMENT NO. FOUR TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2021.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2022
- Amend Section 3 – Consideration, D. Limit upon amount payable under Agreement to \$70,000


**AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

COUNTY

CONTRACTOR

By: _____

By:  _____
James A. Kelsey, President

Dated: _____

Dated: March 8, 2021

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



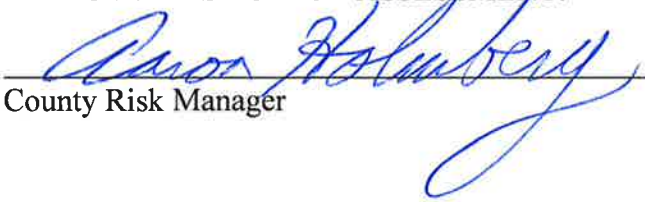
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

2-1
County of Inyo
Standard Contract

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrologic Analysis SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the hydrological analysis services of Daniel B. Stephens & Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from April 25, 2017 to April 25, 2018 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$40,000 (initial term) \$0 (option 1) and \$0 (option 2) for a total of \$40,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer

programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant'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 Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, 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.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
Water Department, Attn.: Bob Harrington	Department
PO Box 337	Address
Independence, CA 93526	City and State

Consultant:	
Daniel B. Stephens & Associates, Inc.	Name
6020 Academy Road NE, Ste. 100	Address
Albuquerque, NM 87109	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

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


COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: _____


Signature
James A. Kelsey, President
Print or Type Name

Dated: March 17, 2020

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 Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

TERM:

FROM: April 25, 2017

TO: April 25, 2018

SCOPE OF WORK:

I. Background

Coso Operating Company (COC) has continued to extract water from the Rose Valley Basin in accordance with the provisions of Conditional Use Permit 2007-003. Pumping operations began in December, 2009 and were extended several times based on observed groundwater levels and groundwater model predictions. COC has requested an evaluation of whether pumping could be extended based on the existing standards of significant impact in the HMMP. The proposed two pumping scenarios are (1) an annual pumping season of four months from June through September, at a rate of 1000 gpm, and (2) a similar pumping season at a rate that is sustainable indefinitely.

II. Scope of Work

Task 1. Contractor shall update and recalibrate the Rose Valley groundwater flow model based on actual pumping rates, groundwater level observations, updated recharge estimates, and a reevaluation of groundwater discharge at Little Lake. Should any discrepancies be noted, contractor shall make recommendations for changes in model parameters and/or boundary conditions, as appropriate.

Task 2. The updated and recalibrated model shall be used to evaluate the two scenarios described above, subject to the limitation that groundwater discharge at Little Lake does not decline by more than 10% of its estimated 2009 value. Maximum drawdown and drawdown at the time when pumping ceases shall be estimated at monitoring wells.

Task 3. The updated and recalibrated model shall be used to produce a duration of pumping for scenario (1) and a pumping rate for scenario (2).

Task 4. Results of Tasks 1 through 3 shall be reported to the Water Department in the form of a letter report and updated model files.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis **SERVICES**

TERM:

FROM: April 25, 2017 **TO:** April 25, 2018

SCHEDULE OF FEES:

See attached.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

TERM:

FROM: April 25, 2017 **TO:** April 25, 2018

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Refer to Attachment B.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis **SERVICES**

TERM:

FROM: April 25, 2017 **TO:** April 25, 2018

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read:

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications.
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Disclosure of Lobbying Activities.** Exhibit 10-Q "Disclosure of Lobbying Activities".
10. **Consultant Management Position Conflict of Interest Confidentiality Statement.** Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement."

**AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2020.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 · TERM to April 25, 2017 to April 25, 2021

**AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

COUNTY

CONTRACTOR

By: _____

By:  _____
James A. Kelsey, President

Dated: _____

Dated: March 17, 2020

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AMENDMENT NO. TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

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- Amend Section 2 - TERM to April 25, 2017 to April 25, 2020

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 16th DAY OF April, 2019.

COUNTY

CONTRACTOR

By: _____

By: _____

Dated: 4-16-19

Dated: 4/5/2019

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCC

FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

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**AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 24th DAY OF April, 2018.

COUNTY

CONTRACTOR

By: [Signature]

By: [Signature]

Dated: 4-24-18

Dated: 3/29/18

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 20, 2021

FROM: Ashley Helms

SUBJECT: Approve and accept Highway Easement Deed for the Carroll Creek Rd Bridge Replacement Project

RECOMMENDED ACTION:

Request Board accept and approve the Highway Easement Deed from the United States of America, acting through the Department of Transportation, Federal Highway Administration, for the realignment of a portion of road related to the Carroll Creek Road Bridge Replacement Project.

SUMMARY/JUSTIFICATION:

The Carroll Creek Road Bridge Replacement Project is 100% funded through the Highway Bridge Program, a Federal Highway Administration (FHWA) program administered locally by Caltrans District 9. The project will replace the existing bridge, located 8 miles south of Lone Pine, which does not meet structural and safety standards. The new bridge will be constructed approximately 270 feet southeast of the existing bridge and will require the realignment of the approach roads in either direction. The roadway realignment impacts land managed by the Bureau of Land Management and land owned by the Los Angeles Department of Water and Power. The Highway Easement Deed brought to your Board for approval and acceptance today is granted to Inyo County from the United States of America, acting through the FHWA. The deed was reviewed and certified as legally sufficient by State of California - Department of Transportation legal counsel. Your Board must now accept the interest in real property being conveyed by the FHWA by authorizing the execution of the attached Certificate of Acceptance, which will permit the recordation of the attached Highway Easement Deed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to accept the Highway Easement Deed, this is not recommended because the project cannot move forward with out the right of way acquisition for the road realignment.

OTHER AGENCY INVOLVEMENT:

BLM
FHWA

FINANCING:

There is no cost associated with the acceptance of this Highway Easement Deed.

ATTACHMENTS:

1. Highway Easement Deed - FHWA
2. Certificate of Acceptance - Carroll Creek

APPROVALS:

Ashley Helms
Darcy Ellis
Marshall Rudolph
Michael Errante

Created/Initiated - 4/8/2021
Approved - 4/8/2021
Approved - 4/8/2021
Final Approval - 4/8/2021

RECORDING REQUESTED BY:
County of Inyo

WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:

County of Inyo
Public Works Department
Attention: Ashley Helms, Associate Engineer
168 N. Edwards Street
Independence, CA 93526

NO FEE DOCUMENT
Per Government Code 6103

R&T 11922; Government agency acquiring title

Project: Carroll Creek Road Bridge
APN: 029-100-41-00

HIGHWAY EASEMENT DEED

THIS DEED is made on MARCH 3, ²⁰²¹ ~~2020~~, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION (FHWA), hereinafter referred to as the DEPARTMENT or GRANTOR, and the COUNTY OF INYO, STATE OF CALIFORNIA, hereinafter referred to as the GRANTEE:

1. GRANTOR, on behalf of GRANTEE has filed an application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317 and Section 107(d)), for the right-of-way of a highway over certain federal land in the State of California under the jurisdiction of the United States Department of the Interior, Bureau of Land Management, which land has been appropriated by the DEPARTMENT.
2. The Federal Highway Division Administrator, pursuant to delegation of authority from the Secretary of Transportation and Federal Highway Administrator, has determined that an easement over the federal land covered by the application is reasonably necessary for a right-of-way for the construction, operation and maintenance of a new Carroll Creek Bridge Number 48C0052, which replaces Bridge Number 48C0011, and realignment of Inyo County Road Number 4024 as it approaches new bridge, herein referred to as the highway.
3. The United States Department of the Interior, Bureau of Land Management, in its consent to the appropriation of the federal land, has agreed to the transfer by the DEPARTMENT of an easement over the federal land to GRANTEE.
4. GRANTEE, with respect to activities related to the federal land, agrees that (a) no person shall, on the grounds of race, color, national origin, sex, age, disability, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to the GRANTEE'S operations, programs, or activities

conducted on the federal and; and (b) GRANTEE shall use the land so conveyed in compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d to 2000d-4) and all applicable civil rights provisions of other Federal Statutes.

5. NOW THEREFORE, the DEPARTMENT grants to GRANTEE an easement for a right-of-way for the construction, operation, and maintenance of a highway, including control of access thereto from adjoining lands, and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described federal land in the County of Inyo, State of California:

DESCRIPTION

Township 17 South, Range 36 East, M.D.M.

<u>Section</u>	<u>Subdivision</u>
2	NE 1/4 (within)

As the land is more particularly described and shown on those 4 map sheets labeled: Index, Exhibit "A", Exhibit "B" and Exhibit "C". Attached hereto and made a part hereof.

As provided by GRANTOR, this transfer is subject to the following terms, conditions and stipulations:

- (1) If outstanding valid claims exist on the date of this grant, the Grantee shall obtain such permission as may be necessary on account of any such claim.
- (2) Construction of the highway facility is to be undertaken by the Federal Highway Administration in compliance with the Act entitled "An Act for the Preservation of American Antiquities" approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), and state laws where applicable.
- (3) The easement herein granted shall terminate 10 years from the date of the execution of this deed by the United States of America in the event construction of the highway on the right-of-way is not started during such period.
- (4) The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purposes of construction, operation, and maintenance of a highway in accordance with the approved plans and does not include the grant of any rights for non-highway purposes or facilities: provided, that the right of the Bureau of Land Management to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code and of the Federal Highway Administration Regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the Federal Highway Administration shall be consulted prior to the exercise of such rights: and provided, further that

nothing herein shall preclude the Bureau of Land Management from locating Department of the Interior information signs on the portions of the right-of-way outside of construction clearing limits.

- (5) The design and construction of highway projects situated on this right-of-way will be in accord with the provisions of Title 23, United States Code-Highways, and amendments; and the terms and conditions specified by the Bureau of Land Management.
- (6) Consistent with highway safety standards, the Grantee shall:
 - (a) Protect and preserve soil and vegetative cover and scenic and aesthetic values on the right-of-way outside construction limits.
 - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species, all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall maintain all terracing, waterbars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.
- (7) The Grantee shall establish no borrow, sand, or gravel pits, stone quarry, or permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depot or disposal areas within the right-of-way unless shown on approved construction plans without first obtaining approval.
- (8) The Grantee shall maintain the right-of-way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation, and safety.
- (9) When need for the easement herein granted shall no longer exist and the area has been rehabilitated to protect the public and environment, the Grantee shall give notice of that fact to the Secretary of Transportation and the rights herein agreed shall terminate and land shall immediately revert to the full control of the Secretary of the Department of the Interior or his assigns.
- (10) In the event of a reversion, the Grantee shall reasonably restore the land subject to the easement to the condition which existed prior to the transfer and be responsible for its protection and maintenance until such time as the Grantee executes and records a quitclaim deed documenting the termination of the easement and the reversion of title in the United States.
- (11) The Grantee shall reestablish or restore public land monuments, other land monuments identifying property corners or witness markers disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau

of Land Management, Department of the Interior or in accordance with standards established by applicable federal and state law.

(12) The provision of Title VI of the Civil Right Act of 1964 (78 Stat. 242) shall be complied with.

I, Nitika Nitashni, Attorney, State of California, Department of Transportation, am duly licensed to practice law in the State of California, and hereby certify that this deed is legally sufficient for its stated purpose.


Signature of Attorney

6/16/20
Date

IN WITNESS WHEREOF, I, Vincent MAMMANO Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By 
VINCENT P. MAMMANO
California Division Administrator

THIS IS TO CERTIFY, that the County of Inyo, a political subdivision of the State of California, accepts for public purposes the real property described in this deed and consents to its recrdation by order of the County of Inyo Board of Supervisors on _____, 2020 as signed by its duly authorized officer:

By:

CHAIRPERSON
County of Inyo
Board of Supervisors

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SACRAMENTO

On MARCH 2, 2021 before me, R. Harris, notary
(insert name and title of the officer)

personally appeared VINCENT Paul Mammano
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature R. Harris

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

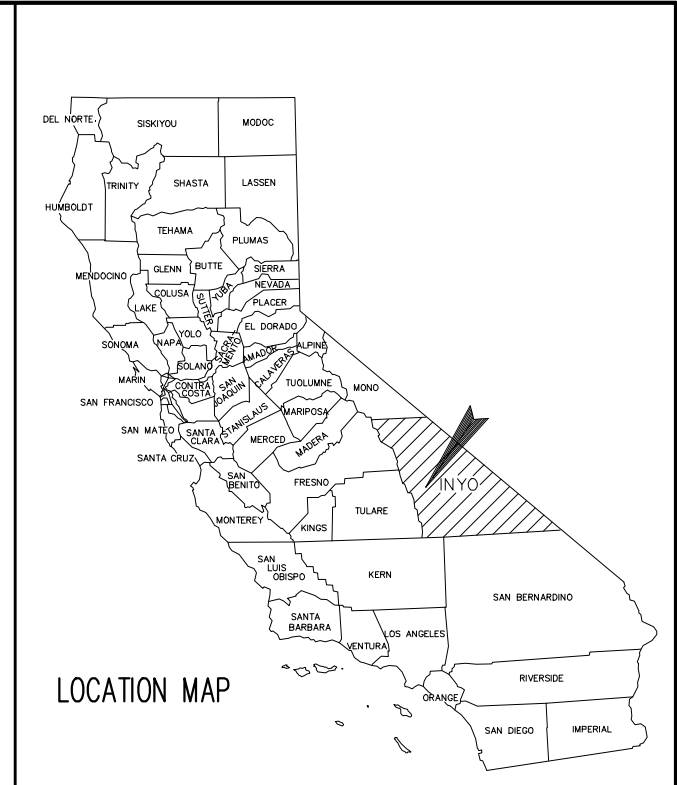
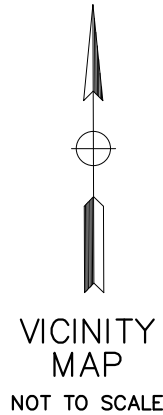
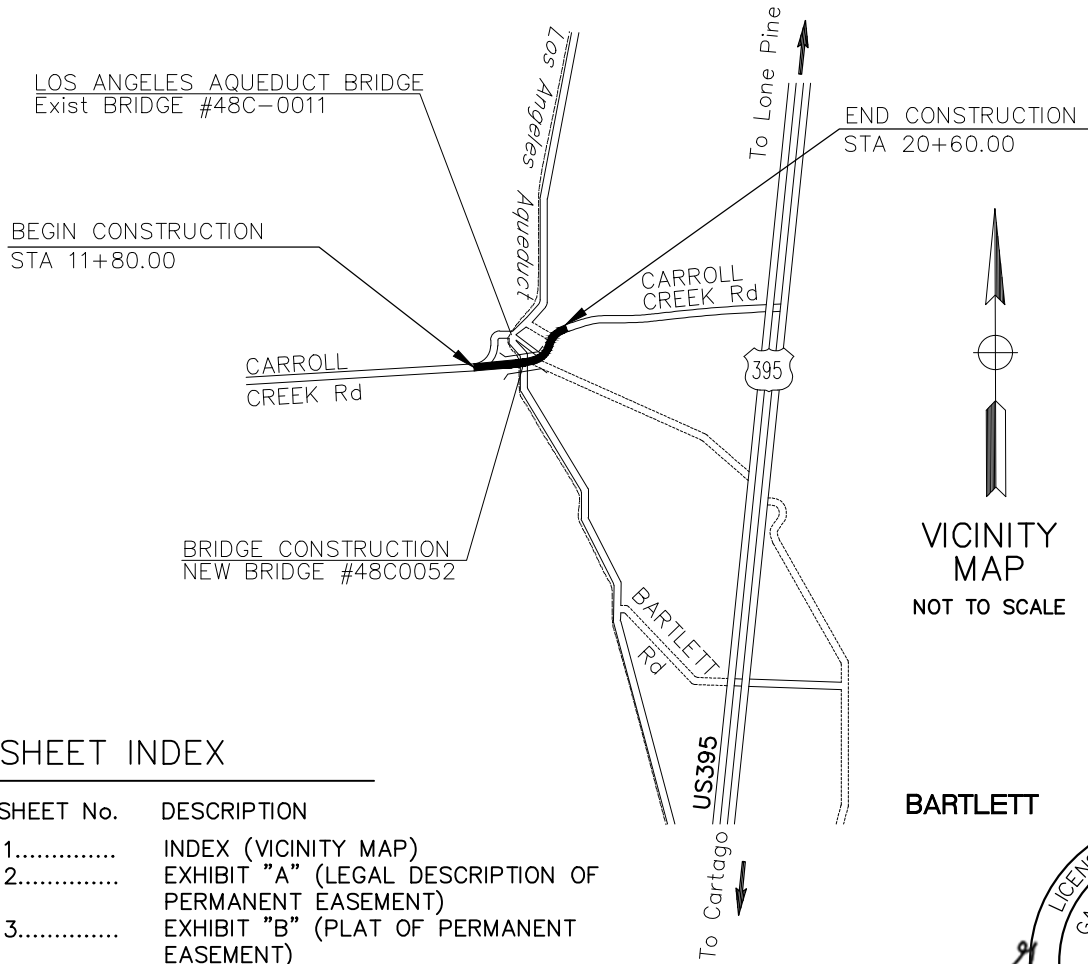
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

INYO COUNTY
 DEPARTMENT OF PUBLIC WORKS
APPLICATION/PERMIT FOR BLM EASEMENT AREAS
CARROLL CREEK ROAD
IN INYO COUNTY NEAR LONE PINE
ON CARROLL CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT BRIDGE
FEDERAL PROJECT No. BRLO-5948(074)



SHEET INDEX

SHEET No.	DESCRIPTION
1.....	INDEX (VICINITY MAP)
2.....	EXHIBIT "A" (LEGAL DESCRIPTION OF PERMANENT EASEMENT)
3.....	EXHIBIT "B" (PLAT OF PERMANENT EASEMENT)
4.....	EXHIBIT "C" (PLAT OF TEMPORARY EASEMENT)

BARTLETT



COUNTY OF INYO
 STATE OF CALIFORNIA
INDEX

DR. BY: ADD		DATE: 04/20/20	
CKD BY: JAT			
CO.	RTE.	PM	
INY	CR		1 OF 4



EXHIBIT "A"

AN EASEMENT ACROSS A PORTION OF THE TRACT OF LAND BEING IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 36 EAST, M.D.B & M., LOCATED IN INYO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2 MARKED BY A CALIFORNIA DEPARTMENT OF TRANSPORTATION BRASS CAP ON A 2 INCH IRON PIPE SET IN CONCRETE AS SHOWN ON THAT RECORD OF SURVEY RECORDED ON OCTOBER 27, 1987 IN BOOK 11 OF RECORD OF SURVEYS AT PAGE 88, OFFICIAL RECORDS OF INYO COUNTY, FROM WHICH A 2 INCH IRON PIPE IN ROCK MOUND PER LAS ANGELES DEPARTMENT OF WATER AND POWER FIELD BOOK 1254/68 DATED APRIL 21 1969, AS SHOWN ON SAID RECORD OF SURVEY AND BEING THE EAST QUARTER CORNER OF SAID SECTION 2, BEARS SOUTH 00° 42' 23" EAST, 2635.53 FEET (NORTH 00° 42' 25" WEST); THENCE SOUTH 55° 28' 28" WEST, 1157.22 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 17° 23' 05" WEST, 40.00 FEET; THENCE SOUTH 72° 36' 55" WEST, 37.58 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 62° 44' 49", AND A LENGTH OF 180.70 FEET; THENCE SOUTH 09° 52' 06" WEST, 65.59 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 75° 37' 49", AND A LENGTH OF 112.20 FEET; THENCE SOUTH 85° 29' 55" WEST, 123.90 FEET, MORE OR LESS, TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 2; THENCE ALONG SAID WEST LINE, SOUTH 00° 42' 23" EAST, 80.18 FEET; THENCE LEAVING SAID WEST LINE, NORTH 85° 29' 55" EAST, 129.20 FEET, MORE OR LESS, TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 165.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 75° 37' 49", A LENGTH OF 217.80 FEET; THENCE NORTH 09° 52' 06" EAST, 65.59 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 62° 44' 49", AND A LENGTH OF 93.09 FEET; THENCE NORTH 72° 36' 55" EAST, 37.58 FEET; THENCE NORTH 17° 23' 05" WEST, 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 42,529 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 4 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY HPGN HORIZONTAL CONTROL STATIONS "Q 1380" (PID - GS0616) AND "V 1407" (PID - GT1776) AND TAKEN AS NORTH 12° 27'37" WEST.

ALL DISTANCES DESCRIBED HEREIN ARE GROUND DISTANCES.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

APN 029-100-41-00 PORTION.

Garrett B. McLaughlin 4/20/2020
GARRETT B. McLAUGHLIN DATE
PLS L9090



COPY

**CITY OF LOS ANGELES
DEPARTMENT OF
WATER AND POWER**

APN 029-100-07




ROADWAY TO BE
RELINQUISHED



CARROLL CREEK ROAD

60' ROADWAY
RIGHT OF WAY
PER (1)

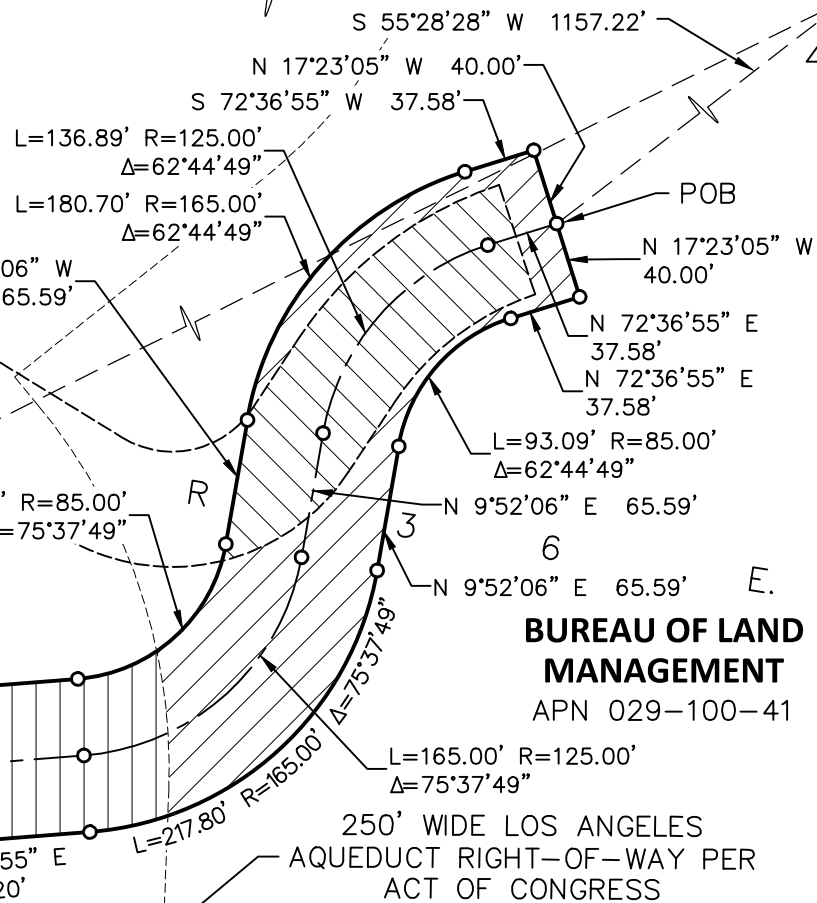
PROPOSED
CENTERLINE
ALIGNMENT

LEGEND

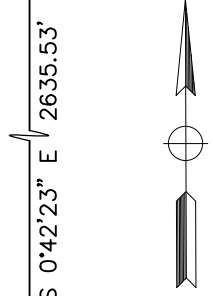
- DIMENSION POINT
-  AREA OF ACQUISITION - ±16,678 SQ FT
-  AREA OF EXISTING ROADWAY EASEMENT PER (1) WITHIN ACQUISITION - ±12,157 SQ FT
-  AREA OF AQUEDUCT RIGHT OF WAY WITHIN ACQUISITION - ±13,694 SQ. FT.

- (1) "RIGHT OF WAY MAP FOR A PORTION OF CARROLL CREEK ROAD LOCATED IN SECTION 2, T.17S, R.36E, M.D.B.&M., DWG. NO. R/W 401, ON FILE WITH THE COUNTY OF INYO SURVEYOR'S OFFICE.
- (2) BOOK 11 OF RECORD OF SURVEYS, PAGE 88, INYO CO.
-  SECTION CORNER
-  QUARTER SECTION CORNER
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

S 0°42'23" E
APPROX. 1/16
SECTION LINE



FOUND CADT
BRASS CAP ON 2"
IRON PIPE PER (2);
NORTHEAST CORNER
SECTION 2; POC



FOUND 2" IRON
PIPE PER (2);
EAST QUARTER
CORNER
SECTION 2

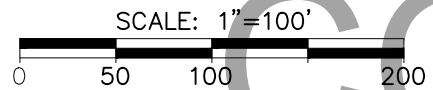
**BUREAU OF LAND
MANAGEMENT**
APN 029-100-41

250' WIDE LOS ANGELES
AQUEDUCT RIGHT-OF-WAY PER
ACT OF CONGRESS
JUNE 5, 1920, 41 STATUTE 983



COUNTY OF INYO
STATE OF CALIFORNIA
EXHIBIT "B"
HIGHWAY EASEMENT DEED

DR. BY: ADD		DATE: 04/20/20	
CKD BY: JAT		SCALE 1" = 100'	
CO.	RTE.	PM	
INY			3 OF 4



**CITY OF LOS ANGELES
DEPARTMENT OF
WATER AND POWER**

APN 029-100-07





S 0°42'23" E
APPROX. 1/16
SECTION LINE

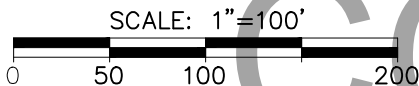
60' ROADWAY
RIGHT OF
WAY PER (1)
(TO BE
RELINQUISHED)

CARROLL CREEK ROAD

PROPOSED
CENTERLINE
ALIGNMENT

LEGEND

- DIMENSION POINT
- TCE TEMPORARY CONSTRUCTION EASEMENT
-  AREA OF TCE OUTSIDE AQUEDUCT RIGHT OF WAY - ±1,086 SQ. FT.
-  AREA OF TCE WITHIN AQUEDUCT RIGHT OF WAY - ±16,556 SQ. FT.
- (1) "RIGHT OF WAY MAP FOR A PORTION OF CARROLL CREEK ROAD LOCATED IN SECTION 2, T.17S, R.36E, M.D.B.&M., DWG. NO. R/W 401, ON FILE WITH THE COUNTY OF INYO SURVEYOR'S OFFICE.
- (2) BOOK 11 OF RECORD OF SURVEYS, PAGE 88
-  SECTION CORNER
-  QUARTER SECTION CORNER



S 36°28'12" E 123.89'
S 58°23'57" E 21.07'

N 53°31'48" E 39.68'
N 37°41'09" W 32.28'

L=82.92' R=170.36' Δ=27°53'20"

S 85°29'55" W 60.82'
N 4°30'05" W 40.00'

S 4°30'05" E 40.00'
N 85°29'55" E 64.63'
N 1°19'31" E 65.86'

L=8.49' R=30.00' Δ=16°12'42"

N 72°36'55" E 37.58'
L=44.95' R=110.00'
Δ=23°24'50"

N 55°28'28" E
1157.22' (TIE)

L=136.89' R=125.00'
Δ=62°44'49"

L=165.00' R=125.00' Δ=75°37'49"

L=57.48' R=85.00' Δ=38°44'44"
L=46.16' R=275.36' Δ=9°36'17"

L=29.41' R=85.00' Δ=19°49'28"
L=16.28' R=85.00' Δ=10°58'21"

L=16.01' R=165.00' Δ=5°33'35"
L=9.86' R=30.00' Δ=18°49'46"

250' WIDE LOS ANGELES
AQUEDUCT RIGHT-OF-WAY
PER ACT OF CONGRESS
JUNE 5, 1920,
41 STATUTE 983

L=59.62' R=105.00'
Δ=32°32'04"

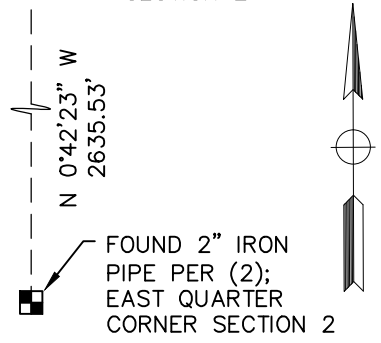
S 28°40'58" W 25.45'

L=41.89' R=45.00' Δ=53°19'57"

S 22°27'11" E 20.58'

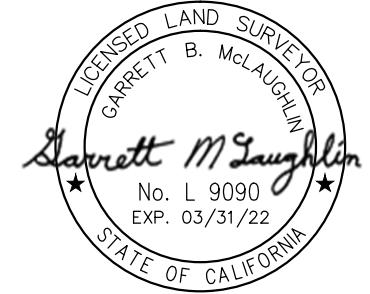
S 67°32'49" W 46.39'

L=96.40' R=234.09' Δ=23°35'43"



**BUREAU OF LAND
MANAGEMENT**

APN 029-100-41



COUNTY OF INYO
STATE OF CALIFORNIA

**EXHIBIT "C"
TEMPORARY CONSTRUCTION
EASEMENT**

DR. BY: ADD		DATE: 04/20/2020	
CKD BY: JAT		SCALE 1" = 100'	
CO.	RTE.	PM	
INYO			4 OF 4

CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Highway Easement Deed from the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION to the COUNTY OF INYO, STATE OF CALIFORNIA is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the County of Inyo pursuant to authority conferred by the Inyo County Board of Supervisors on April 6, 2021, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Jeff Griffiths
Chairperson, Inyo County Board of
Supervisors



County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 20, 2021

FROM: Tyler Davis

SUBJECT: Proclamation declaring April 23, 2021 as Children's Memorial Day

RECOMMENDED ACTION:

Request Board approve a proclamation declaring April 23, 2021 as Children's Memorial Day in Inyo County.

SUMMARY/JUSTIFICATION:

On April 24, 1997, the California Assembly passed California House Resolution 25: Children's Memorial Day. Through this Resolution, the Assembly declared that the fourth Friday of April is proclaimed as "Children's Memorial Day", and that the Children's Memorial Flag be flown on this day each year in remembrance of those children whose lives were cut short by senseless violence.

The month of April is designated as Child Abuse Prevention Month and many activities are held and recognized during the month. The Office of Child Abuse Prevention (OCAP) encourages all California counties to participate in a statewide rising of the Children's Memorial Flag on Friday, April 23, 2021. Statewide participation in the raising of the Children's Memorial Flag will provide counties with an avenue to increase awareness of child abuse and neglect through a unified message and facilitate broader community involvement in child abuse prevention.

Due to the current pandemic climate and uncertainties that still exist in California; this year's event will be utilizing virtual resources as well as a limited number of in-person participants.

The attached proclamation recognizes the importance of the children in our community and the commitment we have to ensure their safety and well-being.

The Department is respectfully requesting approval of the attached proclamation declaring April 23, 2021 as Children's Memorial Day in Inyo County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Wild Iris, CASA, Inyo County Juvenile Court, Bishop Paiute Social Services Programs, Northern Inyo Hospital Healthcare District, Inyo County Probation, Toiyabe Indian Health Project, and Inyo County Superintendent of Schools.

FINANCING:

NONE

ATTACHMENTS:

1. Child Memorial Day Resolution Proclamation 4.2021

APPROVALS:

Tyler Davis	Created/Initiated - 4/8/2021
Darcy Ellis	Approved - 4/8/2021
Marilyn Mann	Approved - 4/8/2021
Marshall Rudolph	Approved - 4/8/2021
Marilyn Mann	Final Approval - 4/8/2021



**PROCLAMATION OF THE
INYO COUNTY BOARD OF SUPERVISORS
PROCLAIMING APRIL 23, 2021
AS CHILDREN'S MEMORIAL DAY
THROUGHOUT INYO COUNTY**



IN MEMORY OF CHILDREN WHO HAVE DIED BY VIOLENCE

***WHEREAS**, the health, safety and well-being of children and youth in Inyo County is vital to ensuring they have the strongest start possible to thrive and succeed; and*

***WHEREAS**, parents hold the primary responsibility for a child's health, safety and well-being and provide a foundation of love and support for their children, they are not alone as they work to keep their children safe; and*

***WHEREAS**, educators, concerned citizens, community organizations, service providers and public officials all have vital roles in protecting our children and supporting families.*

***WHEREAS**, Inyo County is committed to promoting and developing the capacity of families and communities to care for and protect vulnerable children and youth, and to maximizing the potential of every child in Inyo County by supporting healthy child development; and*

***WHEREAS**, by surrounding children with positive relationships and experiences they are more likely to grow into confident, caring and productive adults; and*

***WHEREAS**, all children have the right to be protected from all abuse, violence, exploitation and neglect; and*

***WHEREAS**, throughout America, tragic cases of violence against children are occurring with increasing frequency and senselessness, destroying innocent lives and devastating families; and*

***WHEREAS**, the people of Inyo County believe in the celebration of life, diversity and hope for the future through our children and deplore and condemn acts of violence committed against the children of our community.*

***NOW, THEREFORE, BE IT PROCLAIMED** that in memory of children who have died or been impacted by violence, the County of Inyo, does hereby proclaim Friday, April 23, 2021, as "Children's Memorial Day" in the County of Inyo.*

***PASSED AND PROCLAIMED** this 20th day of April 2021.*

Supervisor Jeff Griffiths, Board Chairperson



County of Inyo



County Administrator - Information Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 20, 2021

FROM: Scott Armstrong

SUBJECT:

RECOMMENDED ACTION:

Request Board approve the lease agreement between the County of Inyo and the California Broadband Cooperative (CBC) of Bishop, California, for the lease of 2 strands of fiber-optic network cabling between 210 Academy Avenue in Bishop and 1360 North Main Street in Bishop, in an amount not to exceed \$1,050 per month for 60 months (\$63,000), and a one-time non-recurring cost of \$77,645.25 for the installation of CBC network assets to 1360 North Main Street, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. *(The lease will commence and the non-recurring costs will be billed following the circuit testing and customer acceptance.)*

SUMMARY/JUSTIFICATION:

This agreement will connect the Consolidated Office Building to the County's Library on Academy Avenue in Bishop, our network backbone hub, with dark fiber, and initiate a monthly lease for the use of that dark fiber.

This project is similar to the Cebridge (now Suddenlink-Altice) Dark Fiber project in 2005 and 2006. The Cebridge Dark Fiber project paid for the installation of a dark fiber network backbone between several County offices in Bishop and Independence, and initiated monthly Dark Fiber lease payments for the use of the fiber-optic network cables.

Dark fiber is unlit, unused fiber-optic network cable with extremely high networking capacity. Organizations lease dark fiber from providers and use their own networking equipment to connect different locations to the same physical network. Dark fiber, when available, is preferred over "lit network services" because providers typically charge the customers for lit services based on bandwidth. Lit services can sometimes be cost effective when connecting smaller offices, but costs become prohibitive when using lit services as part of a high-speed network backbone.

The County published a Request for Proposals for the Consolidated Office Building Dark Fiber Project, received inquiries from 3 companies but only one formal response. The sole response to our RFP was from the CBC, our County's primary Internet Service Provider.

The County's dark fiber network backbone allows computers, printers, network devices, and servers in several locations throughout the County to communicate with each other without having to rely on equipment managed

by other companies. By using dark fiber for our network backbone, the County Information Services Department can increase our network backbone speeds in the future by adding new equipment or transceiver modules without incurring increased monthly costs as is normal for bandwidth-usage-based network services.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may chose to not approve this contract. Doing so would require that the County subscribe to either dedicated bandwidth-usage-based network services, or a separate bandwidth-usage-based Internet service connection with firewall equipment to connect the new building to the County's network backbone. This approach would be increasingly expensive because of the cost to provide adequate network speeds between the new building and the County's dark fiber network, and it would result in slower network speeds between the Consolidated Office Building and the rest of the County network.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funds are available in the FY 2020-2021 Computer Upgrade Budget 011808 in the Infrastructure object code (5620) for the service installation costs, and in the FY 2020-2021 Information Services Budget 011801 in the Utilities object code (5351) for the monthly lease costs. Funding for subsequent fiscal years will be requested in the Information Services budget for those years.

ATTACHMENTS:

1. Quote: Inyo County COB Dark Fiber
2. Inyo County Exhibit A
3. CBC-MasterAgreement

APPROVALS:

Scott Armstrong	Created/Initiated - 4/13/2021
Darcy Ellis	Approved - 4/13/2021
Scott Armstrong	Approved - 4/13/2021
Denelle Carrington	Approved - 4/13/2021
Marshall Rudolph	Approved - 4/13/2021
Amy Shepherd	Final Approval - 4/13/2021



california**broadband**cooperative
873 N. Main St. Suite 223, Bishop CA., 93514

Quote Number: 2733484000003289005}
Inyo County Information Services
P.O. Box 477
Independence, CA, 93526

Quote Date: Apr 12, 2021
Quote Type: #

Dear Scott Armstrong,

Below is your quote Inyo County COB_Dark Fiber for services as discussed, if the terms meet your approval please sign and return. Once signed this document will serve as your binding Service Agreement. Thank you for your business and continued support.

S.No.	Product Details	Quantity	List Price	Total
1.	Dark Fiber 5000	2	\$ 500.00	\$ 1,000.00
	2 STRANDS DARK FIBER LEASE A Loc: Consolidated Office Building 1360 North Main Street, Bishop, CA Z Loc: Bishop Library 210 Academy Street, Bishop, CA			
			Sub Total	\$ 1,000.00
			Tax	\$ 0.00
			Adjustment	\$ 0.00
			Grand Total	\$ 1,000.00

Product Installs, NRC: Special Construction	\$ 77,645.25
---	--------------

Term: 5 Year

Terms and Conditions

THIS IS AN ADDENDUM TO THE EXISTING COB DARK FIBER MSA

Service Agreement stipulates 2 STRAND DARK FIBER LEASE

Price does not include 5% Fees and Surcharges - Total contract amount \$1,050.00 MRC-5 year term

NRC (and service charge MRC) will be invoiced/billed after circuit is Tested and Accepted

Lease start date:

- will commence after circuit Test and Acceptance
- will correspond with (same as) "Sent to Bill" date

All invoices are due Net 30

Exhibit A, specifying the NRC costs of \$77,645.25, is attached hereto and part of this agreement.

PREVAILING WAGE. Pursuant to Section 1720 et seq. of the Labor Code, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the

project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

CBC will provide an updated quote at least 6 months in advance of expiration for renewal consideration.

CBC agrees to provide and Customer agrees to accept Services described above for the Service Term, MRC, and NRC (if applicable), subject to the terms and conditions of the CBC Master Service Agreement. This quote is valid for the next 30 days.

Signatures

Customer Signature	CBC Signature
Printed Name & Title	Printed Name and Title
Date	Date



EXHIBIT A
Aid to Construction for Dark Fiber Lease

The one-time non-recurring costs for installation of CBC assets for lease to Inyo County includes:

- Termination, splicing, and equipment costs
- 2 strands of Fiber optic cable (AT-3BE83SX fiber MS/AW Accuribbon DC Cable)
- All underground construction and excavation
- Placement of all boxes and panels
- Labor (at prevailing wage) & materials
- Required Permits
- Point-to-Point Testing & inspection
- Provision of electronic documentation (circuit/cable identification, test results, tracing diagrams)

Non-Recurring Construction Costs				
Item	Description	Quantity	Rate	Total
Bore Drill	Direction bore approximately 1,490' and pull back one 4" bore guard conduit, including all tie-ins.	1,490	\$ 3,750.00	\$ 55,875.00
Labor	Place one 17x30 pull box	1	\$ 687.50	\$ 687.50
Materials	17x30 pull box	1	\$ 550.00	\$ 550.00
Materials	1,490 ' of 4" bore guard	1,490	\$ 6.56	\$ 9,774.40
Labor	Mobilization - demobilization	1	\$ 4,375.00	\$ 4,375.00
Materials	Fiber Optic Cable	1,490	\$ 0.42	\$ 618.35
Labor	Fiber installation, splicing, testing	1	\$ 5,450.00	\$ 5,450.00
Permits	County encroachment permit	1	\$ 315.00	\$ 315.00
TOTAL				\$ 77,645.25
<i>Quote includes typical pot holing to identify existing utilities up to a depth of 5'. Potholing beyond 5' in depth will be billed at an hourly rate of \$275.00.</i>				

TOTAL PROJECT COSTS				
QTY	DESCRIPTION	MONTHLY [MRC]	INSTALLATION [NRC]	TOTAL 5-YEAR COST
2 F.O. strands	Dark Fiber Optic Cable Lease	\$ 1,000.00		\$ 60,000.00
	Fees & Surcharges 5%	\$ 50.00		\$ 3,000.00
1	Aid to Construction Dark Fiber Optic Cable installation		\$ 77,645.25	\$ 77,645.25
			TOTAL	\$ 140,645.25

event CBC does not receive a written acceptance or rejection of the Service within the aforementioned time frame, the Service shall be deemed accepted ("Acceptance Date").

If a Service, other than Dark Fiber Services ordered pursuant to Exhibit D, consists of more than one circuit, then CBC will issue a separate Connection Notice for each circuit. The terms and conditions outlined in the immediately preceding paragraph shall apply to each individual circuit when the service consists of more than one circuit. Billing for Moves, Adds and Changes (MACs) for existing services will commence on the date CBC issues a Connection Notice to the Customer for the MAC. Payment of Invoices: Except as otherwise provided for Dark Fiber IRUs ordered pursuant to Exhibit D, invoices are sent monthly, in advance for Services to be provided during the upcoming month. All invoices are due for payment within thirty (30) days of the invoice date. Billing for partial months is prorated based on a calendar month. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) and continue to accrue until paid in full. CBC shall be entitled to recover all costs of collection of past due amounts, including without limitation, reasonable attorney's fees.

- 2.2 Billing Disputes:** Customer must notify CBC in writing of any disputed charge within fifteen (15) calendar days from the date of Invoice. Any charge not disputed within said fifteen (15) calendar day period will be deemed correct and Customer will be deemed to have waived its right to dispute the same. CBC will review any disputed charge and, as appropriate, credit Customer's account for any charge erroneously billed to Customer.
- 2.3 Taxes and Fees:** Taxes, surcharges, fees, universal service fund charges associated with the Service, and other payments contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise are not included in CBC's charges and will be billed and paid by Customer as separate line items to the extent imposed on a pass-through basis without mark-up of any kind whatsoever. Customer shall not be liable for any taxes, fees, or other charges based upon CBC's income. CBC will not invoice Customer for federal excise taxes or (if applicable) state sales taxes subject to Customer providing CBC with a valid Sales Tax Exemption. Should the Customer's Sales Tax Exemption Certificate be declined by any taxing authority Customer will be obligated to remit to CBC the sales tax associated with the Customer's impacted service. Notwithstanding the forgoing, CBC will not accept any Sales Tax Exemption Certificate based upon Customer's resale of Dark Fiber Services provided to Customer within the States of Missouri or Tennessee.
- 2.4 Regulatory and Legal Changes:** In the event of any condemnation or exercise of the right of eminent domain, change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of Service, CBC and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost. In the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after CBC' delivery of a change of law written notice, then (a) CBC may pass such increased costs through to Customer, and (b) Customer may terminate the affected Customer Order without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.
- 2.5 Termination Charges:** In the event that, prior to the end of the Service Term, Customer terminates Service or in the event that the delivery of Service is terminated due to a failure of Customer to comply with this Agreement, Customer shall pay a termination charge equal to 100% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term up to the first 36 months of the Service Term, Customer shall pay a termination charge equal to 50% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term for months 37 through 60 of the Service Term. Customer shall pay a termination charge equal to 25% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term for months 61 and beyond. In addition Customer will be responsible for 100% of any termination charge imposed on CBC by a third party supplier whose facilities were contracted for by CBC in order to provide the Customer's Services.
- 2.6 Service Interruptions and Delivery:** CBC provides specific remedies regarding the provision and performance of Service as set forth in Section 5 and in Exhibit D and the same are Customer's sole remedies in the event of CBC' failure to provide Service. A violation of any Service Level Agreement ("SLA") is expressly not a breach of a representation or warranty and is not a breach or default under this Agreement. Except as otherwise provided in Exhibit D, Customer's sole remedy for any uncured breach of this Agreement by CBC is to terminate the use of Service without penalty (except for payment of charges for Service provided through the effective date of termination). In the event of Customer's material breach of any provision of this Agreement, CBC, in addition to all other remedies available to it hereunder, at law, in equity, or under any applicable tariff may terminate the provision of Service to Customer.

- 2.7 **Limitation of Liability:** Notwithstanding any other provision hereof, neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under any Customer Order, this Agreement or the CBC Acceptable Use Policy.
- 2.8 **Disclaimer of Warranties:** CBC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2.9 **Force Majeure:** Neither party is liable for any failure of performance nor shall any credit allowance or other remedy be extended, for any failure of performance due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions war, revolution, civil commotion, acts of public enemies, terrorism or national emergency, governmental action or inaction (such acts including without limitation any regulatory or administrative decisions making said performance or obligation economically or technically unfeasible), condemnation or the exercise of rights of eminent domain, labor difficulties, failure of any third party (including any other carrier or supplier) to provide services, facilities or equipment required for such performance or obligation (or any other act or omission by said third party). Either party's invocation of this clause shall not relieve Customer of its obligation to pay for any Services actually provided up to Customer's demarcation point. In the event CBC is unable to deliver Service for seven, (7) consecutive days as a result of any force majeure events, Customer shall not be obligated to pay CBC for the affected Service for so long as CBC is unable to deliver; provided, however, that the Service Term of such Service shall be extended for the period of time that the force majeure event continues.
- 2.10 **Assignment and Resale:** Customer may not assign its rights and obligations to an unrelated third party under a Customer Order without the express prior written consent of CBC. As a condition to such assignment, (i) Customer shall cause the permitted transferee or assignee to be bound (in writing) by the rates, terms and conditions, set forth herein and (ii) Customer shall remain primarily liable for the payment of all charges due under each Customer Order. Customer shall have the right to assign, or otherwise transfer this Agreement, in whole or in part, to any parent, subsidiary or affiliate of Customer which shall control, be under the control of, or be under common control with Customer, provided such assignee assumes in writing all of the terms and conditions of this Agreement and such Assumption is delivered to CBC prior to the effective date of such permitted assignment. Any purported assignment and transfer made in violation of this Section is void. Except for Dark Fiber Services ordered pursuant to Exhibit D, Customer may resell the Service to third party "end users", provided that Customer agrees to indemnify, defend and hold CBC harmless from claims made against CBC by such end users or by any third party (including without limitation any governmental authority). Further, Customer agrees to obtain all necessary certifications, licenses, franchises, etc. from any public agency having jurisdiction over the Customer's resale operations.
- 2.11 **Indemnification:** Each party shall indemnify, defend, and hold harmless (collectively, "Indemnify") the other from any and all claims, (whether made, asserted or threatened), actions, judgments, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, consultants' fees and experts' fees (all such claims collectively referred to herein as "Claims") arising from or in connection with loss or damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct or any breach by such party of any obligation set forth in this Agreement. Customer shall indemnify CBC from any and all Claims arising from or in connection with (i) any fraudulent, unauthorized, or unlawful use of Service, (ii) any third party Claim based on the operation, resale, of or connection to the Service by Customer (or by any person other than CBC or its duly authorized representative, (iii) Claims for libel, slander, obscenity or indecency, and (iv) the content or use of any transmission, including without limitation (a) Claims by any domestic or foreign governmental entities seeking to impose penal sanctions for the transmission of such content; (b) Claims of infringement of any third party's copyright, patent, trade secret, trademark, service mark or other intellectual property right arising from or related to such transmitted content or use of the Service in conjunction with Customer premises equipment, and (c) claims by third parties relating to such transmitted content or use.
- 2.12 **Governing Law:** CBC has filed or may elect or be required to file with the appropriate regulatory agency tariffs respecting the delivery of certain Service or CBC may post a Pricing Guide. Tariff(s) are (or upon filing will be deemed to be) incorporated herein by this reference and made a part hereof and the Pricing Guide upon posting on CBC' website will be incorporated herein by this reference and made a part hereof. Such tariffs and/or Pricing Guide as are then in effect at the time of the Customer Order, are to be deemed binding upon all Service ordered by Customer, and, in the event such provisions are inconsistent with the terms of a Customer Order the terms set forth in the applicable tariff or the Price Guide shall control. This Agreement shall be governed by, and construed and enforced in accordance with, as

applicable, (i) the Communications Act of 1934, as amended and (ii) the laws of the State of California, without regard to California's conflict of law principles. Price is fixed through the term indicated on the Service Agreement. If price is changed during the contract term customer may terminate without penalty.

- 2.13 Default:** In addition to any other basis for suspension or termination of Service as set forth in this Agreement, each of the following events shall constitute an event of default:
- a) Except as otherwise indicated in Exhibit D for Dark Fiber Services, the failure of Customer to make any payment required pursuant to this Agreement hereof within thirty, (30) days of the date of invoice
 - b) A court or governmental authority of competent jurisdiction shall enter an order appointing a custodian, receiver, trustee, intervener, or other officer with similar powers with respect to a party or with respect to any substantial part of its property, or constituting an order for relief or approving a petition in bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding up, or liquidation of either party, or if any such petition shall be filed against a party and shall not be dismissed within sixty (60) days thereafter
 - c) The failure of a party to carry and maintain insurance in compliance with the provisions of any particular Exhibit
 - d) The failure of a party to perform or observe any material covenant or agreement to be performed or observed by it hereunder, and such failure shall continue un-remedied for a period of thirty (30) days after written notice given to the defaulting party; provided, however, that where such failure cannot reasonably be cured within such 30-day period, if the defaulting party shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such breach shall be extended for such period of time as may be necessary to complete such curing up to a maximum cure period of sixty (60) days
 - e) The violation of the CBC Acceptable Use Policy.
- 2.14 Authority to Bind:** Each party represents to the other that it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action.
- 2.15 Entire Agreement:** This Agreement, and any Exhibits and Customer Orders attached hereto or to be attached hereto, and any documents incorporated by reference herein, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any and all prior negotiations, understandings, and agreements with respect hereto, whether oral or written, and the terms of any purchase order issued in connection with this Agreement.
- 2.16 Order of Precedence:** In the event of a conflict between the terms and conditions of this Agreement and any Exhibit attached hereto, the terms and conditions of the Exhibit shall control, but only to the extent of any such conflict. In the event of a conflict between the terms and conditions of this Agreement, attached Exhibit, and/or any Customer Order attached hereto, the terms and conditions of the Customer Order shall control, but only to the extent of any such conflict.
- 2.17 Confidentiality:** The parties agree that they shall not publish, communicate, disclose or cause to be published, communicated, or disclosed in any manner whatsoever or to any person whatsoever, this Agreement and any related Customer Order, with the exception that the parties may disclose this Agreement and any related Customer Order as necessary to fulfill the terms and obligations set forth herein and to their respective attorneys, accountants, auditors, regulators or to comply with law. In addition, under federal law Customer has the right to, and CBC has the obligation to protect, the confidentiality of certain Customer Proprietary Network Information ("CPNI") such as the Services Customer is using, how Customer uses them and related billing information. In order to ensure that customer is able to benefit from additional telecommunications services provided by CBC and its affiliates Customer authorizes CBC and its affiliates to utilize Customer's CPNI for the purpose of providing the Customer with information on such additional telecommunications services. Customer understands that they may withhold such consent or withdraw this authorization at any time by notifying CBC in writing via the fax number provided in Section 6.1 of this Agreement, and that such withholding or withdrawal of consent will not affect the provision of any services to which the customer already subscribes but may result in customer no longer being able to benefit from additional telecommunications services provided by CBC or its affiliates.

- 2.18 **Severability:** In the event any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.
- 2.19 **Amendments:** This Agreement may be amended only by a written instrument executed by the parties.
- 2.20 **Waiver:** No failure to exercise and no delay in exercising, on the part of either party hereto, any right, power, or privilege hereunder shall operate as a waiver thereof, except as expressly provided herein.
- 2.21 **Relationship to Parties:** The parties hereto understand and agree that this Agreement does not create a joint venture or partnership between the parties and does not make CBC, on the one hand, and Customer on the other hand, an agent or legal representative of each other for any purpose whatsoever. No party hereto is granted by this Agreement any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of any other party hereto, or to bind any other party hereto in any manner whatsoever.
- 2.22 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is the joint work product of both parties, and in the event of ambiguity no presumption shall be imposed against any party by reason of document preparation.
- 2.23 **Facsimile Signatures:** This Agreement may be executed and delivered by facsimile or other electronic means and upon such delivery the signature will be deemed to have the same effect as if the original signature had been delivered to both parties.
- 2.24 **Survival:** Sections 2.4, 2.6-2.9, 2.11-2.13, 2.15, 2.17 3.1-3.3, 4.1 and 4.4 shall survive termination or expiration of this Agreement.

3 ACCEPTABLE USE & CONTENT

- 3.1 **Fraudulent Use of Services:** Customer is responsible for all charges attributable to Customer incurred respecting Service, even if incurred as the result of fraudulent or unauthorized use of Service by a representative, employee, contractor, agent or customer of the Customer or by any third party. Service is available for lawful use only. Notwithstanding any other provision hereof, CBC may discontinue Service in the event that it determines, in its sole reasonable discretion, that Service is being used for any fraudulent, unauthorized or unlawful purpose, that use of the Service violates CBC' AUP or the AUP of any of CBC' internet services providers, that Customer's use thereof is interfering with any other person, or that Customer shall have used, advertised, transmitted or otherwise made available any software program, product or service whose function violates the CBC AUP, including but not limited to, facilitating the sending of Unsolicited Commercial E-mail ("UCE", also known as SPAM).
- 3.2 **Contents of Communications:** CBC shall have no liability or responsibility for the content of any communications transmitted via the Service, or for Customer's use thereof. To the extent the Service is used for access to the Internet, CBC provides Customer only with access to its backbone network that serves as a transmission conduit through which Customer may connect its data servers to the Internet. CBC does not operate, process or control the information, services, opinions or other content of the Customer's data servers or the information, services, opinions or other content of the Internet; nor does CBC engage in any protocol or information processing or conversion in connection therewith. Customer acknowledges that CBC is acting as a bandwidth intermediary providing transport to multiple internet access providers. Should any internet access provider elect to block Customer's address space or access to the intranet, such dispute does not constitute a breach by CBC of its obligations under this Agreement and the resolution of such disputes is the sole and exclusive responsibility of Customer. Customer shall defend, indemnify and hold CBC harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Service. Customer agrees that it shall make no claim whatsoever against CBC relating to, a) the content of the Internet, or b) respecting any information, product, service or software ordered through or provided by virtue of the Internet, or c) the blocking of Customer's address space or Customer's access to the internet.
- 3.3 **Acceptable Use Policy:** Except for Dark Fiber Services ordered pursuant to Exhibit D, to the extent the Service is used for access to the Internet, Customer agrees to be bound by and conform to the published CBC Acceptable Use Policy

("AUP"). In the event of Customer's breach of the CBC AUP, in addition to all other remedies available to it hereunder, at law or in equity, or under any applicable tariff, may suspend or terminate the provision of Service to Customer. Suspension of service due to Customer violation of the CBC AUP shall not in any way abrogate Customer's obligations under this Agreement. CBC may from time to time amend its Acceptable Use Policy. If Customer elects not to be bound by the published Acceptable Use Policy, Customer may terminate the Service and pay the termination charges set forth herein.

4 CUSTOMER OBLIGATIONS

- 4.1 Customer Obligations for CBC Supplied Equipment:** Customer provides and bears the cost for space and racks (needs to be bolted down) to house CBC Supplied electronic equipment, connector panels, splice boxes etc. ("CBC Supplied Equipment"). Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to operate the CBC Supplied Equipment and to maintain the proper environment for all CBC Supplied Equipment. In the event Customer fails to do so, Customer shall reimburse CBC for the actual cost of repairing or replacing any CBC Supplied Equipment damaged or destroyed as a result of Customer's failure.

Except as otherwise agreed, title to all CBC Supplied Equipment shall remain with CBC. CBC will provide and maintain the CBC Supplied Equipment in good working order. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise tamper with any CBC Supplied Equipment without the prior written consent of CBC. The CBC Supplied Equipment shall not be used for any purpose other than that for which CBC provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the CBC Supplied Equipment. In no event will CBC be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused or related to improper use or maintenance of the CBC Supplied Equipment by Customer or third parties provided access to the CBC Supplied Equipment by Customer in violation of this Agreement. Customer shall reimburse CBC for any damages incurred as a result thereof.

Customer agrees (which agreement shall survive the expiration, termination or cancellation of this Agreement or of any Customer Order) to allow CBC to remove the CBC Supplied Equipment from the Customer facility after termination, expiration or cancellation of the Service Term; or during the Service Term, for repair, replacement or otherwise as CBC may determine is necessary or desirable, but CBC will use commercially reasonable efforts to minimize disruptions to the Service caused thereby.

- 4.2 Customer Obligations for CBC Fiber Connection(s):** Customer is responsible for securing Building Entrance agreement(s) to permit CBC to construct a fiber connection from the CBC network to inside the Customer's facility or in the alternative where the CBC demarcation point is located outside of the Customer building, Customer is responsible for connectivity to the CBC demarcation point. Customer is responsible for the installation and all costs for the Inside Plant ("ISP") wiring from Customer's Premise Equipment ("CPE") to the CBC point of demarcation including all connections between the CBC Supplied Equipment to the defined point of interconnection. Customer will be responsible for any additional costs that may be incurred by CBC due to Customer delay in completing ISP work on time.
- 4.3 Customer Obligations for CBC Access to Customer's Facility:** As a condition to CBC's obligation to provide and maintain the Service hereunder, Customer shall provide CBC 24 X 7 X 365 access to the Customer facility to the extent reasonably determined by CBC for the installation, inspection and scheduled or emergency maintenance of CBC Supplied Equipment. CBC shall notify Customer two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer facility. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions at the Customer facility. To facilitate CBC access for regular and emergency service, Customer shall provide CBC in Section 6.2 of this Agreement the contact name with telephone numbers where the contact can be reached by CBC on a 24 X 7 X 365 basis. It is the obligation of the Customer to keep this contact information up to date. CBC Supplied Equipment may be used to service other CBC customers.
- 4.4 Customer Obligations for Customer Supplied Equipment:** CBC may install certain Customer-provided communications equipment upon installation of Service, but CBC shall not be responsible for the operation or maintenance of any Customer-provided communication equipment. CBC undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer's routers or other Customer-provided equipment used for access to or the exchange of traffic in connection with the Service.

- 4.5 Publicity and Logo Usage:** Customer grants to CBC at CBC's discretion: the ability to (a) identify the Customer as a Customer of CBC, (b) hyperlink from an appropriate area within CBC's web site to the Customer's home page; and (c) display the Customer's logo on the CBC web site (in accordance with the Customer's guidelines) for the use of such mark.
- 4.6 Non Solicitation:** During any Service Term under this Agreement and any subsequent renewal period, and for a period of two (2) years thereafter, each party agrees not to solicit, accept solicitation from, offer employment to or hire any employee of the other party or its affiliates. Each party further agrees not to solicit, accept solicitation from, offer employment to or hire any former employee of the other party or its affiliates who at the time of solicitation, offer or hire has not been severed from the employer party or its affiliates for a minimum of twelve (12) months. In the event of a breach of this provision by either party the non-breaching party may seek any and all remedies available at law and equity, including specific performance and injunctive relief, without need to post a bond or other security.

5 CBC OBLIGATIONS

- 5.1 General CBC Obligations:** CBC will provide a design of the overall network with agreement on interface type, point of Customer demarcation, equipment placement, and service arrangements (CIR, VLANs etc.).

CBC provides equipment as specified in the attached Exhibit(s). CBC will configure and provision all agreed to network service parameters. CBC will maintain in good working order the CBC Supplied Equipment to be in conformance with the specific Service Level Agreements (SLAs) for a particular Service as specified in the attached exhibits. In the event it is determined that any Service Outage or Customer alarm was caused by the act or omission of Customer, its agents, employees or contractors, then Customer shall pay CBC for its costs incurred in responding to such Service Outage or Customer alarm.

- 5.2 CBC Obligations as a Result of a Service Outage or SLA Violations:** After receiving notification of the Service Outage or a SLA violation, CBC shall restore the Service on its failed system as follows:

(i) Electronic Restoration.

For Services other than Dark Fiber Services ordered pursuant to Exhibit D, in the event of an electronic failure, CBC shall use commercially reasonable efforts to restore Service to the affected electronics within four (4) hours of arrival of maintenance personnel on site.

(ii) CBC Fiber Network Restoration.

In the event of a failure of the CBC fiber optic network, CBC shall begin restoral within four (4) hours after CBC is notified about the fiber optic network outage.

(iii) Emergency Reconfiguration.

For Services other than Dark Fiber Services ordered pursuant to Exhibit D, if the Customer's network architecture and CPE has the capability to support route reconfiguration to maintain Service, CBC will provide reconfiguration if other means of restoral will not restore Service within the time frames stated in subparagraph (i) and (ii) above. Reconfiguration will begin one (1) hour after the need to reconfigure is determined. CBC shall maintain a twenty-four (24) hours a day, seven, (7) days a week point-of-contact for Customer to report to CBC system troubles.

- 5.3 Service Outage and SLA Violation Exclusions:** All calculations of Service Outage or SLA Violation duration do not include periods of service interruption resulting in whole or in part from one or more the following causes:

- Any act or omission on the part of the Customer, its contractors, agents or vendors, including, but not limited to any violation of the CBC AUP, or any refusal to release the Service to CBC or its agents for maintenance, testing or repair, or any period in which CBC or its agents are not given access to the Service facility at the site(s) where the Customer's Service terminates.
- The Customer's applications, equipment, or facilities including any customer third party facilities or equipment .
- CBC or Customer-scheduled maintenance, or in the event Customer's Order includes third party facilities, the third party provider's scheduled maintenance.

- Labor strikes
- Service Outages attributable to the installation of a new circuit.
- Failure or malfunction of third party circuits or alternate access arrangements.

5.4 Credit Allowances and Customer Remedies for Service Outages or SLA Violation: In the event that CBC is unable to restore a portion of the Service as required hereunder, or in the event of a Service Outage or a SLA Violation, Customer shall be entitled to a credit against the monthly recurring charges as specified in the attached Exhibits. The cumulative total of credits for a particular month will not exceed 100% of the total MRC for the impacted Service(s) for the particular month in which the Service Outage or SLA Violation occurs.

A Service Outage or a SLA Violation begins when CBC is notified or becomes aware of the Service Outage or SLA Violation, whichever occurs first. A Service Outage or a SLA Violation ends when the affected line and/or associated CBC Supplied Equipment is operational, subtracting any delay time associated with CBC or its agent's inability to access the equipment at the Customer's site. If the Customer reports Services or a circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage or a SLA Violation.

- (A) Credit Allowances do not apply to Service Outages and SLA Violations caused by:
- The acts or omissions of Customer and/or end user or its agents including, but not limited to, any violation of the CBC AUP
 - Failure of power
 - Failure or malfunction of non-CBC equipment or systems, third party circuits or alternate access arrangements.
 - Circumstances or causes beyond the control of CBC or its agents;
 - During any period in which CBC or its agents are not given access to the Service facility at the Customer site(s) where the CBC Service terminates;
 - A planned service outage unscheduled emergency maintenance or scheduled maintenance by CBC or any third party facility provider (alteration or implementation as described herein, which last more than 30 days).
- (B) Customer must request a Credit Allowance for a Service Outage and/or a SLA Violation within thirty, (30) days after the Service Outage or SLA Violation occurs or any claim for a Credit Allowance is waived. Unless otherwise specifically stated, Service Outages and SLA Violations are not aggregated for purposes of determining the Credit Allowance.
- (C) Service Outage and SLA Violation Credit Allowances are calculated according to the Exhibit for the particular Service.

6 NOTICES, MAINTENANCE CONTACT AND SIGNATURES

6.1 Notices: All notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to CBC:

California Broadband Cooperative, Inc.
 1101 Nimitz Avenue
 Vallejo, CA 94592
 Attn: Chief Executive Officer

If to Customer:

Customer Name: Inyo County Information Services
Address 1: P.O. Box 477
Address 2:
City, State: Independence, CA Zip Code: 93526
Attention: Title: Director
Attention Name:
Fax: 760-872-2712

Invoices shall be delivered to Customer at:


Customer Name: Inyo County Information Services
Address 1: P.O. Drawer 477
Address 2:
City, State: Independence CA Zip Code: 93526
Attention: Title:
Attention Name

Or at such other address as may be designated in writing to the other party. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service, and shall be deemed delivered: if sent by U.S. Mail, three (3) days after deposit; or, if sent by commercial overnight delivery service, one (1) business day after deposit.

- 6.2 Maintenance Contact:** As specified in Section 4.3, to facilitate CBC access to Customer facilities on a 24X7X365 basis Customer has designated the following individual as its point of contact for all communications relating to scheduled and emergency maintenance:

Contact Name: Brandon Shults
Phone Number: 760-878-0314
Cell Phone Number: 760-937-1032
E-Mail Address: bshults@inyocounty.us

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


Name: Rick Pucci
Title: Chairperson, Board of Supervisors
Company: Inyo County
Date: 1-21-14

Name: Robert Volker
Title: CEO
Company: California Broadband Cooperative,
Inc.
Date:

MSA for Telecommunications Services Exhibit B CBC Internet Access Services

1 Service Definition

- 1.1 CBC Internet Access Service will provide a connection with a Bandwidth Profile, Committed Information Rate (CIR) from 1 Mb to 1,000 Mb to the Internet backbone. Each circuit will have a total Bandwidth Profile, which indicates its maximum data throughput. Customer may request a change to the Bandwidth Profile at any time provided it does not exceed the physical line rate of the port on which the circuit is provisioned (e.g. Customer could not have a 150 Mbps Bandwidth Profile on a circuit delivered via 10/100BaseT connection).
- 1.2 CBC Ethernet Internet Access (EIA) and T1 Internet Access Services are defined as follows:

Ethernet Internet Access (EIA): Available at any CIR from 3 Mb to 1,000 Mb. Internet access at a specified bandwidth is offered to the Customer in mutually agreeable increments. Handoff to the Customer for EIA Service is with a mutually agreed to native Ethernet Interface. EIA service is offered by CBC at any CBC On-Net location (With and Without Transport) and/or an Off-Net location established by CBC utilizing Type II access circuits. EIA Service includes management of one Customer Domain Name. Customer is assigned one (1) to eight (8) IP Addresses.

EIA has two different service options: **Standard** and **Burstable**:

Standard EIA Service is offered with Service Level Agreements that cover Committed Information Rate, Layer 2 and Layer 3 Latency, Jitter and Packet Loss. There are different sets of Service Levels for Latency, Jitter and Packet Loss depending on if service is delivered On-Net versus Off-Net with Type II access facilities.

Burstable EIA Service provides an EIA Service with a Committed Information Rate (CIR) and offers the opportunity to use additional bandwidth beyond the CIR. Customer may burst their usage at any time provided it does not exceed the contracted Peak Information Rate (PIR) and the physical line rate of the port on which the circuit is provisioned (e.g. Customer cannot burst beyond 100 Mb on a circuit delivered via 10/100BaseT connection). Service is "Best Effort" for bandwidth above the agreed to CIR. CBC will measure bandwidth usage, in five minute intervals, for each point of connection between the customer and the CBC Network in two categories: incoming and outgoing. At the end of each month, all data samples in each category will be sorted from highest to lowest and the top five percent (5%) of measurements will be discarded. The category with the lowest value at the ninety-five percent (95%) will be discarded. The remaining data sample will then be used for billing purposes. The bandwidth at 95% is then subtracted from the CIR. The difference in bandwidth is the amount billed for the month at the Burstable per Mb IP rate. Burstable Bandwidth is Best Effort. The service up to the CIR is offered with Service Levels that cover Committed Information Rate, Layer 2 and Layer 3 Latency, Jitter and Packet Loss.

T1 Internet Access Service: T1 Internet Access Service provides a CIR of 1.544 Mb delivered over a single DS1 circuit. Handoff to the customer is with a single DS1 connection. Customer may optionally procure from CBC equipment that will convert the handoff to a Native Ethernet Interface. T1 Internet Access Service is offered with Service Levels that cover Committed Information Rate, Layer 2 and Layer 3 Latency, Jitter and Packet Loss. T1 Internet Access Service includes management of one Customer Domain Name. Customer is assigned one (1) to eight (8) IP Addresses.

Optional Internet Access Services: Customer may purchase the following optional services from CBC:

- **DNS Management:** Management of additional Customer Domain Names
- **Email Services:** Provision of E-mail service with user mailboxes; including anti-SPAM and virus checking services and additional-mail storage capacity.
- **Additional IP Addresses:** Assignment of additional IP addresses
- **BGP Peering:** Border Gateway Protocol peering services per the CBC BGP Policy detailed in section 1.6 of this Exhibit.
- **Web Hosting Services**

- 1.3 All of the above service types described in Section 1.2 are referred herein as "Service[s]".
- 1.4 Customer and CBC will execute a separate Customer Order as an attachment to Exhibit B for every separate Service to be ordered by the Customer.
- 1.5 The IP Addressees assigned to the Customer remain the property of CBC and are for use by the customer during the term of the applicable Service. At the conclusion of the Service the IP Addresses may be reassigned by CBC at CBC's sole discretion.
- 1.6 In order to establish a BGP peering session with CBC, Customer must meet the following requirements:
 - Customer must be multi-homed (two or more Internet connections)
 - Customer must have an autonomous system number (ASN).
 - Customer's router must support BGP4.
 - Customer must work with CBC in advance of the service implementation to determine if the customer will receive a default route to the Internet, partial or full Internet routes which are both provided by CBC Internet Access suppliers.
 - If Customer is to receive partial or full Internet routes from CBC, Customer router must be capable and configured to contain these additional routes and the associated overhead.
 - Customer must provide CBC (using associated CBC forms) with all the net-blocks Customer wishes to announce to the Internet.
 - Customer should include outbound route filtering as part of their configuration, to help prevent improper route announcements.
 - Customer requesting a change from their currently configured routing protocol, bandwidth and future adds/moves/changes require an "EIA Customer Configuration Change Request Form" to be completed.

2 Customer Remedy for Chronic Internet Access Service Outage

If three (3) or more Service Outages in excess of thirty (30) minutes occur in a contiguous forty-five (45) day period, and the cause of the Service Outage is determined to be in CBC' fiber optic network or CBC Supplied Equipment, such Service will be deemed a Chronic Trouble Service. Customer may, with thirty (30) day notice disconnect the affected Circuit, as described in this Exhibit without incurring Termination Charges.

3 CBC SLAs and Service Outage Credits for Internet Access Service Outages

The following table details the Service Level Agreements for Internet Access Service:

Service Level Agreement	SLA Value
Service Availability with Single Fiber Optic Lateral or "Collapsed" Dual Fiber Optic Lateral	99.99%
Service Availability with Diverse Dual Fiber Optic Lateral	99.999%
Layer 2 Packet Loss	Less than 1%
Layer 2 Latency One-Way	Less than 20 msec
Layer 2 Jitter One-Way	Less than 10 msec
Layer 3 Service SLAs, Average for Round Trip Latency for North America (excluding Mexico)	Less than 60 msec
Mean Time-To-Repair	4 Hours

Per the terms specified in Paragraph 5.4 of Master Services Agreement for the Delivery of Telecommunications and Information Services, the Service Outage Credit per Internet Access Service Circuit is calculated according to following table.

Outage Credit for Service Exclusively Utilizing CBC Owned Fiber Facilities with a Single Fiber Optic Lateral or "Collapsed" Dual Fiber Optic Lateral

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	2% of CBC monthly recurring charge for the circuit
Each 2 Hour period above 1 Hour	An additional 3% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month

Outage Credit for Service Exclusively Utilizing CBC Owned Fiber Facilities with Diverse Fiber Optic Lateral

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	2.5% of CBC monthly recurring charge for the circuit
Each 2 Hour period above 1 Hour	An additional 3.5% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month

Credit for Packet Loss and Jitter: If the actual monthly average packet delivery on the CBC Internet Access Service fails to meet the SLA for Layer 2 Packet Loss and Layer 2 Jitter, CBC will credit the Customer five per cent (5%) of the monthly recurring charge for the applicable month for the affected service.

4 Outage Credits for Internet Access Services Utilizing Third Party Facilities:

To the extent the Customer's Order includes the use of third party facilities, Customer acknowledges that CBC is purchasing such facilities, on Customer's behalf, from a third party provider. None-the-less CBC will diligently work with Customer and the third party provider to minimize the impact of any service outage on customer and, to the extent within the control of CBC, CBC' NOC will provide status updates to Customer as and when received from the third party provider.

Service Outage Duration	Credit per Circuit
All Outages	CBC shall pass through to Customer a proportionate share of any Outage Credits CBC receives from the Third Party Facilities provider.

5 Maintenance of Third Party Facilities

To the extent that the Customer's Order includes the use of facilities from a third party supplier, the Customer acknowledges that maintenance of such facilities is solely the responsibility of the third party supplier and that CBC will provide such maintenance notice as it receives, if at all, from the underlying third party supplier. Customer shall not be entitled to any Outage Credits for any outage resulting from such third party maintenance.

6 Facsimile Signatures

This Exhibit and all subsequent Orders may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to both parties.

7 Customer Signature and CBC Acceptance



By: Rick Pucck
Title: Chairperson, Board of Supervisors
Company: Inyo County

Dated: 1-21-14

BY: Robert Volker
Title: CEO
Company: California Broadband Cooperative, Inc.

Dated:

MSA for Telecommunications and Information Services

Exhibit F

Point to Point

1 Service Definition

1.1 General Service Definition

Inter-City Private Line Service (the "Service") provides Point-to-Point connectivity between city pairs (for example, Las Vegas – Salt Lake City) on the CBC Network. Service is available with either native Ethernet or TDM based transport. Availability will be confirmed with Customer at the time of order.

Customer will execute a separate Customer Order as an attachment to Exhibit G for every separate Service to be ordered by the Customer.

The Service is further subdivided between "POP-to-POP", "POP-to-Premise" and "Premise-to-Premise" Service categories. Customer's agreement with the selection between these three options shall be indicated on the Customer Order Form.

POP-to-POP service is defined as intercity transport between two CBC POPs. Hand-off between CBC and the Customer is at the demarcation point agreeable to CBC within the facilities housing the CBC POPs. The Customer is responsible for establishing both interconnections and all third parties cross-connect fees for the interconnection.

POP-to-Premise service is defined as intercity transport between one CBC POP in one city, and a location either On-Net or Off-Net to the CBC metropolitan network in the second city. Hand-off between CBC and the Customer is at a demarcation point agreeable to CBC within the facilities housing the CBC POP. The Customer is responsible for establishing the interconnection and all third parties cross-connect fees for the interconnection. Hand-off at the Premise location is defined by CBC in the Customer Order.

Premise to Premise service is defined as intercity transport between two locations either On-Net or Off-Net to the CBC metropolitan network in both cities. Hand-off at the Premise location is defined by CBC in the Customer Order.

If the local loop access at both ends of the circuit to the Customer's interface point is supplied by CBC on an CBC Owned Metro Fiber Network, the Service will be classified as "On-Net." "Off-Net" incorporates one or more local loop connections from the Customer's interface points to an CBC POP over facilities not owned by CBC. Availability of "Off-Net" service is dependent upon availability of local access circuits from third party suppliers, which can or cannot be obtained by CBC. Where "Off-Net" access is requested from CBC over leased local access circuits, CBC selects the third party supplier. Due to the nature of various Type II access circuits there are SLA and service differences when at least one portion of the circuit is established with a Type II access circuit. In the event Customer specifies a local access supplier not approved by CBC, the Latency and "Off-Net" SLA Credits specified in Section 3 are not applicable.

1.2 Ethernet Transport Service Definitions

Ethernet Private Line Service (EPL) is a dedicated data service that interconnects two locations. Connections at each end location are made using a native Ethernet interface with a set Committed Information Rate (CIR). The EPL service configuration provides the Customer with a logical point-to-point connection between two Customer locations, using a physical connection to the CBC network. EPL Service is Route Protected across the entire circuit. Port Protection for EPL service is available on an individual case basis. Inter-City EPL Service is available at a CIR of 10 Mb or 100 Mb. EPL service is only available when the entire circuit is On-Net with CBC.

Ethernet Virtual Private Line Service (EVPL) is an optically switched data service that interconnects two locations. Connections at each end location are made using a native Ethernet interface with a set Committed Information Rate (CIR) of 10 Mb or 100 Mb. The EVPL service configuration provides the Customer with either a logical point-to-point, or point-to-multipoint connection between two or more Customer locations using a physical connection to the CBC network and a switched connection through the CBC Network. EVPL service is offered by CBC for either a POP-to-Premise or a Premise-to-Premise configuration. Inter-City EVPL Service is available at a CIR of 10 Mb or 100 Mb. Route protection and Port Protection for EVPL service is offered on an individual case basis.

1.3 TDM Transport Service Definitions

TDM Private Line Service is a point-to-point private line service which provides the Customer with the transmission of synchronous serial data. Transport circuits are available at speeds of DS1, DS3 and OC-3. TDM Service is available without and with Route Protection, and Protected and Un-Protected Data Channel/Client Side configuration options.

2 Customer Remedy for Chronic Optical Carrier Private Line Service Outage

If three (3) or more Service Outages in excess of thirty (30) minutes occur in a contiguous forty-five (45) day period, and the cause of the Service Outage is determined to be in CBC' fiber optic network or CBC Supplied Equipment, such Service will be deemed a Chronic Trouble Service. Customer may, with thirty (30) day notice, disconnect the affected Circuit, as described in this Exhibit without incurring Termination Charges.

3 Customer Service Outage Credits for Inter-City Transport Service Outages

3.1 POP-to-POP Intercity Transport Service SLAs

The following table details the Service Level Agreement ("SLA") for POP-to-POP Intercity Transport Service:

Service Level Agreement		SLA Value
Service Availability for POP-to-POP Service		99.999%
Service Availability with Diverse Dual Fiber Optic Laterals to CBC On-Net Premise Location(s)		99.999%
Service Availability with Single Fiber Optic Lateral or "Collapsed" Dual Fiber Optic Lateral to One or Both CBC On-Net Premise Locations		99.99%
Service Availability with CBC Off-Net Premise Location		99.9%
Mean Time-To-Repair		4 Hours

3.2 POP-to-POP Intercity Transport Service Latency SLA Credit

If the actual monthly average latency on the CBC Inter-City Service fails to meet the agreed to SLA for Latency, CBC will credit the Customer five per cent (5%) of the applicable Circuit Charge for the applicable month for the affected circuit(s).

3.3 POP-to-POP Intercity Transport Service Outage SLA Credit

Outage Credit for POP-to-POP Service, and POP-to-Premise and Premise-to-Premise Services with Diverse Entrance Fiber Optic Laterals.

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	3.5% of CBC monthly recurring charge for the circuit.
Each 2 Hour period above 1 Hour	An additional 4% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month.

Outage Credit for POP-to-Premise and Premise-to-Premise Services with a Single Fiber Optic Lateral or a "Collapsed" Entrance Fiber Optic Laterals

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	3% of CBC monthly recurring charge for the circuit.
Each 2 Hour period above 1 Hour	An additional 3.5% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month.

4 Facsimile Signatures

This Exhibit and all subsequent Orders may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to both parties.

5 Customer Signature and CBC Acceptance



By: Rick Pucci
Title: Chairperson Board of Superv.
Company: Inyo County

Dated: 1-21-14

By: Robert Volker
Title: CEO
Company: California Broadband Cooperative, Inc.

□ Dated:

**AMENDMENT NUMBER 1 TO
 AGREEMENT BETWEEN THE COUNTY OF INYO AND CALIFORNIA BROADBAND
 COOPERATIVE, INC. FOR THE DELIVERY OF TELECOMMUNICATIONS AND
 INFORMATION SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and California Broadband Cooperative, Inc., of Vallejo, CA (hereinafter referred to as “CBC”), have entered into an Agreement for the Delivery of Telecommunications and Information Services dated January 1, 2014;

WHEREAS, Section 2.19 Amendments, of such Agreement provides that it may be amended by a written instrument executed by the parties;

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

County and Contractor hereby amend such Agreement as follows:

Services provided are invoiced as defined below:

Service Agreement Name	Service Locations	Service ID	Product Type
Inyo County Information Services	Inyo County Information Services - 224 N. Edwards Independence CA 93526	INT-10002	50Mb CBC INTERNET
	Bishop Library - 210 Academy Ave. Bishop, CA 93514	INT-10048	50Mb CBC INTERNET
Inyo County Health and Human Services	Health and Human Services 380 N. Mt. Whitney Dr. Lone Pine CA 93545	ELAN-10052	20Mb CBC PTP
	Inyo County Information Services 224 N. Edwards Independence CA 93526		
Inyo County Sheriff Lone Pine	Inyo County Sheriff Lone Pine 726 Main St. Lone Pine CA 93545	ELAN-10050	20Mb CBC PTP
	Inyo County Information Services 224 N. Edwards Independence CA 93526		
	Search and Rescue 350 Airport Rd. Bishop CA 93514	ELAN-10051	10Mb CBC PTP
	Inyo County Information Services 224 N. Edwards Independence CA 93526		

The effective date of this Amendment to the Agreement is _____.

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

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

COUNTY OF INYO

CBC

By: _____
Signature

By: _____
Signature

Type or Print _____
Dated: _____

Type or Print _____
Dated: _____

Approved as to form and legality:

Approved as to personnel requirements:



County Counsel

Personnel Services

Approved as to accounting form:

Approved as to risk management:

County Auditor

County Risk Management



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 20, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of April 13, 2021.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 4/14/2021
Final Approval - 4/14/2021



County of Inyo



Board of Supervisors

TIMED ITEMS - ACTION REQUIRED

MEETING: April 20, 2021

FROM: Chairperson Jeff Griffiths

SUBJECT: Denouncement of Inyo County Board of Supervisors Resolutions No. 42-15, 42-16, and 43-6 -- **11:30 A.M.**

RECOMMENDED ACTION:

Request Board approve Resolution No. 2021-27, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Denouncing Resolutions 42-15, 42-16, and 43-6," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

In 1942 and 1943, the Inyo County Board of Supervisors approved resolutions involving Manzanar National Historic Site and the incarceration of Japanese Americans at the camp.

It is my opinion that the resolutions, drafted and approved at a time punctuated by fear, war hysteria and intensified race prejudice, are long overdue for a public repudiation. The sentiments, opinions, and requests contained within those resolutions do not represent the views of the current Board of Supervisors, nor do they represent prior Boards or the County of Inyo as a whole.

Denouncing these resolutions is a small step toward helping to highlight the wrongs committed by the U.S. Government with relation to the Japanese American population and expressing profound regret for the County's actions in support of those wrongs.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On April 7, 1942, the Board of Supervisors approved Resolution No. 42-15 and Resolution No. 42-16 – opposing the release of any incarcerated from the Manzanar detention camp for any reason and urging the Federal government to take immediate steps to take exclusive jurisdiction over the camp, respectively.

On May 3, 1943 the Board adopted Resolution No. 43-6, calling on state legislators to prohibit Japanese language schools in California and urging national lawmakers to draft legislation preventing people of Japanese ancestry – alien and native born – from using, owning, enjoying, or gaining any proceeds from agricultural land and ensuring "that all Japanese, both alien and native born, be forever prohibited from becoming citizens of the United States of America."

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Our Board may choose to revise the resolution, or not approve it. The latter option is not recommended, as the resolutions in question, by virtue of their existence unchallenged, survive as an endorsement of the injustices committed against the Japanese American community.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There are no fiscal impacts associated with the approval of this resolution.

ATTACHMENTS:

1. Proposed Resolution No. 2021-27
2. Resolution No. 42-15
3. Resolution No. 42-16
4. Resolution No. 43-6

APPROVALS:

Darcy Ellis
Jeff Griffiths

Created/Initiated - 4/15/2021
Final Approval - 4/15/2021

RESOLUTION NO. 2021-27

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, DENOUNCING RESOLUTIONS 42-15, 42-16, AND 43-6

WHEREAS, Japan's attack on Pearl Harbor on December 7, 1941 led the United States into World War II; and

WHEREAS, racist rhetoric, unfounded accusations, and general hostility, fear of and hate toward Japanese Americans intensified – the result being morally repugnant words and actions sometimes disguised as or confused with patriotism and support of the war effort; and

WHEREAS, in 1942, President Franklin D. Roosevelt signed Executive Order 9066, ordering more than 120,000 Japanese Americans and Japanese immigrants – men, women, and children – to be forcibly removed from the West Coast and detained in remote, military-style camps; and

WHEREAS, Manzanar War Relocation Center – now Manzanar National Historic Site – was one of 10 American detention camps where Japanese Americans were incarcerated during World War II from March 1942 to November 1945; and

WHEREAS, at its peak, more than 11,000 Japanese Americans were held at Manzanar, robbed of their dignity, stripped of their wealth, possessions and livelihoods, and denied basic rights and freedoms; and

WHEREAS, approximately two-thirds of all Japanese Americans incarcerated at Manzanar were American citizens by birth, while the remainder were aliens denied citizenship by law despite having lived in the U.S. for decades; and

WHEREAS, the 467-page report of the Commission on Wartime Relocation and Internment of Civilians (CWRIC) concluded that Executive Order 9066 was not justified by military necessity but rather was the result of "race prejudice, war hysteria, and a failure of political leadership;" and

WHEREAS, during this dark and shameful chapter in U.S. history, the Inyo County Board of Supervisors joined in taking actions counter to what we stand for today and in conflict with modern views; and

WHEREAS, on April 7, 1942, the Board of Supervisors approved Resolution No. 42-15 and Resolution No. 42-16 – opposing the release of any incarcerated from the Manzanar detention camp for any reason and urging the Federal government to take immediate steps to take exclusive jurisdiction over the camp, respectively; and

WHEREAS, on May 3, 1943 the Board adopted Resolution No. 43-6, calling on state legislators to prohibit Japanese language schools in California and urging national lawmakers to draft legislation preventing people of Japanese ancestry – alien and native born – from using, owning, enjoying, or gaining any proceeds from agricultural land and ensuring "that all

Japanese, both alien and native born, be forever prohibited from becoming citizens of the United States of America;” and

WHEREAS, these sentiments and opinions are not held by today’s Inyo County Board of Supervisors nor are they representative of Inyo County as a whole, and the Board believes formal repudiation of Resolutions No. 42-15, 42-16, and 43-6 is long overdue.

NOW THEREFOR BE IT RESOLVED, the Inyo County Board of Supervisors hereby, and in the strongest possible terms, condemns the incarceration of Japanese Americans during World War II and denounces the 1942-1943 Board of Supervisors’ actions supporting and calling for the denial of Japanese Americans’ civil and human rights.

BE IT FURTHER RESOLVED that the Inyo County Board of Supervisors is deeply concerned about and condemns the current and alarming uptick in violence and racism targeted at Asians and Asian Americans.

PASSED, APPROVED, and ADOPTED this 20th day of April, 2021 by the Inyo County Board of Supervisors.

AYES:
NOES:
ABSTAIN:
ABSENT:

Jeff Griffiths, Chairperson

Attest: Clint G. Quilter
Clerk of the Board

By: _____
Assistant Clerk of the Board

R E S O L U T I O N NO. 42-15

WHEREAS, there is at present in the County of Inyo, a considerable number of Japanese at the Manzanar Reception Center, and

WHEREAS, it has come to the attention of the Board of Supervisors of said County that there is a possibility that these Japanese may be allowed to travel in and about the County on various enterprises and callings, and

WHEREAS, it is the opinion of this Board that to so allow said Japanese to travel in the County would be inadvisable and perhaps dangerous

NOW, THEREFORE, BE IT RESOLVED, that this Board is opposed to the release of any Japanese from the physical limits of the Manzanar Reception Center for any purpose whatsoever.

AND IT IS FURTHER RESOLVED, that the Clerk of this Board be, and he is hereby instructed to forward a certified copy of this Resolution to General J. L. DeWitt at his headquarters at San Francisco, California.

AYES: Supervisors Ludken, Ford, Haribut, Lacey and Partridge.

NOES: None

ABSENT: None

The foregoing resolution is declared passed and adopted by unanimous vote.

April 7, 1942

Vol. 1 Page 450

RESOLUTION NO. 42-15

WHEREAS, there is at present in the County of Inyo, a considerable number of Japanese at the Manzanar Reception Center, and

WHEREAS, it has come to the attention of the Board of Supervisors of said County that there is a possibility that these Japanese may be allowed to travel in and about the County on various enterprises and callings, and

WHEREAS, it is the opinion of this Board that to so allow said Japanese to travel in the County would be inadvisable and perhaps dangerous.

NOW, THEREFORE, BE IT RESOLVED, that this Board is opposed to the release of any Japanese from the physical limits of the Manzanar Reception Center for any purpose whatsoever.

AND IT IS FURTHER RESOLVED that the Clerk of this Board be, and he is hereby instructed to forward a certified copy of this Resolution to General J. L . DeWitt at his headquarters at San Francisco, California.

AYES: Supervisors Lubken, Ford, Hurlbut, Lacey and Partridge.

NOES: None

ABSTAIN: None

The forgoing Resolution is declared passed and adopted by unanimous vote.

April 7, 1942

R E S O L U T I O N NO. 42-16

WHEREAS, the County of Inyo has at the present time equipment and personnel designed to administer the functions of government over approximately 6000 persons, and

WHEREAS, it is apparent that the Federal government is now moving a number of Japanese into the boundaries of the County of Inyo, and is understood to be about to move in Japanese numbering in the neighborhood of 10,000, and

WHEREAS, the County of Inyo is unable to fulfill the numerous governmental functions attendant upon such an increase in population since there is no increase in revenue to said County by reason of such increased population, and

WHEREAS, there is at present no Federal plan known to this Board whereby the Federal authorities will exercise exclusive jurisdiction over such Japanese, which in the opinion of this Board is the most advisable way of administering the governmental functions over such Japanese,

NOW THEREFORE, BE IT RESOLVED, that this Board urges that the proper Federal Authorities take whatever steps may be requisite to the exercise of exclusive jurisdiction over the said Japanese, with as much dispatch as is possible.

AND IT IS FURTHER RESOLVED, that the Clerk of this Board be and he is hereby instructed to forward a certified copy of this Resolution to General J. L. DeWitt at his headquarters at San Francisco, California.

AYES: Supervisors Lubken, Partridge, Lacey, Harbut and Ford.

NOES: None

Absent: None

The foregoing resolution is declared passed and adopted by unanimous vote.

April 7, 1942

Vol. 1 Pages 450 - 451

RESOLUTION NO. 42-16

WHEREAS, the County of Inyo has at the present time equipment and personnel designed to administer the functions of government over approximately 6,000 persons, and

WHEREAS, it is apparent that the Federal government is now moving a number of Japanese into the boundaries of the County of Inyo, and is understood to be about to move in Japanese numbering in the neighborhood of 10,000, and

WHEREAS, the County of Inyo is unable to fulfill the numerous governmental functions attendant upon such an increase in population since there is no increase in revenue to said County by reason of such increased population, and

WHEREAS, there is at present no Federal plan known to this Board whereby the Federal authorities will exercise exclusive jurisdiction over such Japanese, which in the opinion of this Board is the most advisable way of administering the governmental functions over such Japanese,

NOW THEREFORE, BE IT RESOLVED, that this Board urges that the proper Federal Authorities take whatever steps may be requisite to the exercise of exclusive jurisdiction over the said Japanese, with as much dispatch as is possible.

AND IT IS FURTHER RESOLVED, that the Clerk of this Board be and he is hereby instructed to forward a certified copy of this Resolution to General J. L . DeWitt at his headquarters at San Francisco, California.

AYES: Supervisors Lubken, Partridge, Lacey, Hurlbut and Ford.

NOES: None

ABSTAIN: None

The forgoing Resolution is declared passed and adopted by unanimous vote.

April 7, 1942

R E S O L U T I O N NO. 43-6

.....
IN THE MATTER OF AMENDING THE ALIEN
LAND LAW AND THE PASSAGE OF LEGISLA-
TION TO PROHIBIT JAPANESE LANGUAGE
SCHOOLS IN THE STATE OF CALIFORNIA
.....

WHEREAS, our attention has been called to certain facts relating to the welfare and safety of our government, due to various laws that have heretofore been enacted; and

WHEREAS, we believe the Alien Land Law of the State of California as at present written is inadequate to properly meet the situation or even achieve the purpose for which it was drawn; and

WHEREAS, we believe that Jananese language schools, teaching dual citizenship and supreme loyalty to the Emperor of Japan, are opposed to teh best interests of our State and Nation; and

WHEREAS, we believe that those who would be ineligible for naturalization if born within the boundaries of the United States, should not be admitted to citizenship by viture of having been born within such boundaries.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Inyo County California, this 6th day of April, 1943, that the Alien Land Law of the State of California should be amended along the lines endorsed and suggested by the District Attorneys Association of the State of California; and

BE IT FURTHER RESOLVED, that our representatives in the Legislature of the State of California are thereby requested to introduce proper legislation to prohibit Japanese language schools in the State of California; and

BE IT FURTHER RESOLVED, that the State Legislature of the State of California be urged to memorialize the United States Congress and every Congressman and Senator, representing the State of California in Congress, urging and requesting that adequate National Legislation be passed by the Congress and if necessary that our Federal Constitution be amended to prohibit all Japanese, both alien and native born, from owning, possessing, enjoying, using or occupying agricultural lands, or any other property, or enjoying or having the use of the proceeds received from the sale of products grown and produced upon agricultural lands, and that all Japanese, both alien and native born, be forever prohibited from becoming citizens of the United States of America.

BE IT FURTHER RESOLVED, that a copy of this resolution be mailed to the Chairman of the Senate and House Military Committees, and to the Secretary of State, U.S.A., and a copy to the two Senators representing the State of California in the House of Representatives.

INYO COUNTY BOARD OF SUPERVISORS

ATTEST: PAY LAWRENCE
 Clerk of said Board

~~XXX~~ 43
 5-3-43
BOARD OF SUPERVISORS

RESOLUTION NO. 43-6

IN THE MATTER OF AMENDING THE ALIEN
LAND LAW AND THE PASSAGE OF
LEGISLATION TO PROHIBIT
JAPANESE LANGUAGE
SCHOOLS IN THE STATE OF CALIFORNIA

WHEREAS, our attention has been called to certain facts relating to the welfare and safety of our government, due to various laws that have heretofore been enacted; and

WHEREAS, we believe the Alien Land Law of the State of California as at present written is inadequate to properly meet the situation or even achieve the purpose for which it was drawn; and

WHEREAS, we believe that Japanese language schools, teaching dual citizenship and supreme loyalty to the Emperor of Japan, are opposed to the best interests of our State and Nation; and

WHEREAS, we believe that those who would be ineligible for naturalization if born without the boundaries of the United States, should not be admitted to citizenship should not be admitted citizenship by virtue of having been born within such boundaries.

NOW, THEREFORE, BE IT RESOLVED, by the Inyo County Board of Supervisors of Inyo County, California, this 6th day of April, 1943, that the Alien Land Law of the State of California should be amended along the lines endorses and suggested by the District Attorneys Association of the State of California; and

BE IT FURTHER RESOLVED, that our representatives in the Legislature of the State of California are thereby requested to introduce proper legislation to prohibit Japanese language schools in the State of California; and

BE IT FURTHER RESOLVED, that the State Legislature of the State of California be urged to memorialize the United States Congress and every Congressman and Senator, representing the State of California in Congress, urging and requesting that adequate National Legislation be passed by the Congress and if necessary that our Federal Constitution be amended to prohibit all Japanese, both alien and native born, from owning, possessing, enjoying, using or occupying agricultural lands, or any other property, or enjoying or having the use of the proceeds received from the sale of products grown and produced upon agricultural lands, and that all Japanese, both alien and native born, be forever prohibited from becoming citizens of the United States of America.

BE IT FURTHER RESOLVED, that a copy of this resolution be mailed to the Chairman of the Senate and House Military Committees, and to the Secretary of State, U.S.A., and a copy to the two Senators representing the State of California in the House of Representatives.

INYO COUNTY BOARD OF SUPERVISORS

Attest: Fay Lawrence
Clerk of said Board

5-3-43



County of Inyo



Environmental Health

TIMED ITEMS - NO ACTION REQUIRED

MEETING: April 20, 2021

FROM: Jerry Oser

SUBJECT: Inyo County Water Program -- 1 P.M.

RECOMMENDED ACTION:

Request Board: A) conduct workshop to inform the Board of the current standing of the Inyo County Local Primacy Agency, and the pending revocation of the Local Primacy Delegation Agreement (LPDA) between the State Water Board, Division of Drinking Water (DDW), and the Inyo County Environmental Health Department (EHD); and B) provide any follow-up direction to staff as necessary.

SUMMARY/JUSTIFICATION:

Starting in July, local oversight of most of the small water systems in the County will be handled by the State. The water systems will report directly to the DDW District Engineers in San Bernadino. The EHD will keep oversight of 14 State Small water systems (those with 5-14 service connections). This workshop will provide an update to the Board regarding this matter.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The EHD signed the LPDA in December of 2013. We struggled to meet the agreement's provisions for five years. In July of 2018, we entered into a three-year probationary period (Settlement Agreement) subject to quarterly work plans and assessments. Due to ongoing shortfalls in our program during the probationary period, the State moved to terminate the agreement, effective July 1 of this year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

California State Water Resources Control Board, Division of Drinking Water

FINANCING:

The Inyo County Drinking Water Program has operated at a deficit every year as permit fees (\$48,000.00) do not recoup the costs of program administration. These annual permit fees would be lost.

In an effort to keep the Primacy Agency local, current staffing is at three FTE. When the program reverts to the State, staff could be reallocated to other areas within Environmental Health.

We will retain the Water Lab.

ATTACHMENTS:

APPROVALS:

Jerry Oser

Darcy Ellis

Jerry Oser

Marshall Rudolph

Amy Shepherd

Created/Initiated - 3/31/2021

Approved - 3/31/2021

Approved - 4/6/2021

Approved - 4/13/2021

Final Approval - 4/13/2021



Amy Shepherd
Auditor- Controller
ashepherd@inyocounty.us

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(760) 872-2700
(760) 876-5559
FAX: (760) 878-0391

COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
P. O. Drawer R
Independence, California 93526

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April 15, 2021

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By: , Deputy
Shiela Ward

STATEMENT

MONEY IN COUNTY TREASURY

FOR DECEMBER TO MARCH 2021

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending March 30, 2021.

Amount of money that should be in the treasury on March 30, 2021

is	\$172,767,885.62	
Receipts from 121920-033021	\$56,917,392.29	
(Less paid warrants) Amount actually therein is	(\$49,272,563.75)	
Active Balance		\$8,560,252.22
Silver		\$9.33
Currency		\$9,190.00
Checks		\$74,678.53
Certificates of Deposit		\$147,160,865.12
FA- Treasury Notes/Bonds		\$0.00
Commercial Papers		\$15,984,177.22
Deposits on Hand		
CD		\$8,680,000.00
	180,412,714.16	\$180,469,172.42

Difference:

12/18/20 REMOTE DEPOSIT IN TRANSIT	\$24,856.20
12/18/20 AUD PY: PERS	(\$6,404.21)
12/18/20 AUD PY: PERS	(\$8,332.60)
12/18/20 AUD PY: PERS	(\$37,943.15)
12/18/20 AUD PY: PERS	(\$78,605.59)
12/18/20 AUD PY: PERS	(\$82,112.39)
12/18/20 UB LAIF TRANSFER-CASE #588718	\$1,500,000.00
12/18/20 LAIF DEPOSIT-CONF#1622211	(\$1,500,000.00)
12/18/20 CUSIP#05580ADM3-MATURITY	\$245,000.00
03/30/21 CUSIP#3130ALS96 (3,000,000.00)	(\$3,000,000.00)
03/30/21 CUSIP#3130ALS96-SETTLEMENT 3,000,000.00	\$3,000,000.00
DIFFERENCE TOTALS	\$56,458.26

Amy Shepherd

County Auditor

Subscribed and sworn to before me this 15th day of April



[Signature]

Assistant Clerk of the Board of Supervisors
INYO COUNTY

RECEIPTS FROM 12/19/20 TO 03/30/21

DATE 3/31/21

BALANCE	\$172,767,885.62
	\$56,917,392.29
	\$229,685,277.91
	\$49,059,615.29
	\$212,948.46
TOTAL	\$180,412,714.16

SUBTOTAL
LESS PAID WARRANTS
12/18/2020

LESS PAID WARRANTS DATED

DO NOT DELETE

\$49,272,563.75

\$8,560,252.22

\$147,160,865.12

DIFFERENCES
-\$58,458.26

ACTIVE ACCOUNTS

UNION BANK	\$5,159,821.49
EASTERN SIERRA COMM BK	\$3,288,832.53
EL DORADO SAVINGS BANK	\$11,067.45
EL DORADO SAVINGS BANK	\$100,530.75

INACTIVE ACCOUNTS

BANK DEP ON HAND	\$0.00
LAIF	\$45,000,000.00
UBS MONEY MARKET	\$2,500,000.00
LOCAL AGENCY DEBT	\$699,641.12
FEDERAL AGENCIES	\$98,961,224.00
FA-TREASURY NOTES/BONDS	\$0.00
COMMERICAL PAPERS	\$15,984,177.22
CORPORATE OBLIGATION	\$0.00
CD	\$8,680,000.00
CHECKS	\$74,678.53
CURRENCY	\$9,190.00
SILVER	\$9.33

TOTAL \$180,469,172.42

**BANK BALANCES VERIFIED
OUTSIDE SOURCES**

Union Bank
ACCT#2740013710
800-798-6466
FAX#800-898-2329
INTERNET PRINT OUT

\$5,354,739.26

El Dorado Savings Bank
ACCT#24-32-029703
\$100,530.75

El Dorado Savings Bank
ACCT#24-30-52107
\$11,067.45

Eastern Sierra Comm BK
ACCT# 6106463
\$3,293,442.53

CURRENCY:

DRAWER

VAULT

100'S	
50'S	
20'S	120.00
10'S	40.00
5'S	25.00
2'S	
1'S	30.00

600.00
600.00
7,500.00
100.00
150.00
25.00

SUB TOTAL: 215.00

8,975.00

SILVER:

DOLLARS	
HALVES	
QTRS	\$4.50
DIMES	\$2.50
NICKELS	\$1.95
PENNIES	\$0.38

SUB TOTAL: \$9.33

\$0.00

GRAND TOTAL: 224.33

8,975.00



Amy Shepherd
Auditor- Controller
ashepherd@inyocounty.us

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(760) 876-5559
FAX: (760) 878-0391

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CYNTHIA OROZCO
Office Technician I
corozco@inyocounty.us

April 15, 2021

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By:  _____, Deputy
Shiela Ward

STATEMENT

MONEY IN COUNTY TREASURY

CORRECTED

FOR OCTOBER TO DECEMBER 2020

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending December 18, 2020.

Amount of money that should be in the treasury on December 18, 2020

is	\$160,666,800.35	
Receipts from 09/29/20-12/18/20	\$53,141,055.27	
(Less paid warrants) Amount actually therein is	(\$41,043,727.13)	
Active Balance		\$8,111,205.38
Silver		\$19.43
Currency		\$24,201.00
Certificates of Deposit		\$154,453,602.33
CD		\$9,421,000.00
Local Agency Debt		\$757,857.48
Deposits on Hand		
Corp Obligation		\$0.00
	172,764,128.49	\$172,767,885.62

Difference:

9/28/20 REMOTE DEPOSIT IN TRANSIT 9/25 9592.56
 9/28/20 REMOTE DEPOSIT IN TRANSIT 9/2 18311.90
 9/28/20 VAULT DEPOSIT IN TRANSIT 30,942.00
 9/28/20 ED#9703 POOL DEPOSIT XFER-CK#2014 1368.93

12/18/20 REMOTE DEPOSIT IN TRANSIT (24856.20)
 12/18/20 AUD PY: PERS 6404.21
 12/18/20 AUD PY: PERS 8332.60
 12/18/20 AUD PY: PERS 37943.15
 12/18/20 AUD PY : PERS 78605.59
 12/18/20 AUD PY: PERS 82,112.39
 12/18/20 UB LAIF TRANSFER-CASE #588718 (1,500,000.00)
 12/18/20 LAIF DEPOSIT-CONF#1622211 1,500,000.00
 2/18/20 CUSIP#05580ADM3-MATURITY (245,000.0

Amy Shepherd

County Auditor

Subscribed and sworn to before me this 15th day of April



Assistant Clerk of the Board of Supervisors
INYO COUNTY

RECEIPTS FROM 09/29/20 TO 12/18/20

LESS PAID WARRANTS DATED

LESS PAID WARRANTS 9/28/2020

SUBTOTAL

DATE	12/21/20
BALANCE	\$160,666,800.35
	\$53,141,055.27
	\$213,807,855.62
	\$40,677,024.36
	\$366,702.77
TOTAL	\$172,764,128.49

ACTIVE ACCOUNTS

UNION BANK	\$4,690,108.22
EL DORADO SAVINGS BANK	\$100,993.78
EL DORADO SAVINGS BANK	\$11,488.02
EASTERN SIERRA COMM BK	\$3,308,615.36

INACTIVE ACCOUNTS

STATE LOCAL AGENCIES	\$40,000,000.00
BANK DEP ON HAND	\$0.00
COMMERCIAL PAPERS	\$2,992,378.33
FEDERAL AGENCIES	\$108,961,224.00
UBS MONEY MARKET	\$2,500,000.00
CD	\$9,421,000.00
LOCAL AGENCY DEBT	\$757,857.48
CORP ORATE OBLIGATION	\$0.00
CHECKS	\$0.00
CURRENCY	\$24,201.00
SILVER	\$19.43

TOTAL **\$172,767,885.62**

CURRENCY:

DRAWER

VAULT

100'S		15,000.00
50'S		1,350.00
20'S	40.00	7,100.00
10'S	80.00	100.00
5'S	35.00	400.00
2'S		
1'S	21.00	75.00

SUB TOTAL:

176.00

24,025.00

SILVER:

DOLLARS		
HALVES		
QTRS	\$4.25	\$10.00
DIMES	\$3.50	
NICKELS	\$1.05	
PENNIES	\$0.63	

SUB TOTAL:

\$9.43

\$10.00

GRAND TOTAL:

185.43

24,035.00

BANK BALANCES VERIFIED OUTSIDE SOURCES

Union Bank
ACCT#2740013710
800-798-6466
FAX#800-898-2329
INTERNET PRINT OUT

\$4,884,697.85

El Dorado Savings Bank
ACCT#24-32-029703
\$101,070.49

El Dorado Savings Bank
ACCT#24-30-52107
\$11,488.02

Eastern Sierra Comm BK
ACCT# 6106463
\$3,353,877.66

DO NOT DELETE

\$41,043,727.13

\$8,111,205.38

\$154,453,602.33

DIFFERENCES
-\$3,757.13