

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

Anyone unable to attend the Board meeting in person who wishes 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.

September 27, 2022 - 9:00 A.M.

1. **PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT** (*Comments may be time-limited*)
3. **COUNTY DEPARTMENT REPORTS**

CONSENT AGENDA (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

4. **Coroner** - Request Board approve the two-year agreement between the County of Madera and the County of Inyo for the provision of supplemental autopsy services in an amount not to exceed \$20,000 for the period of October 1, 2022 through September 30, 2022, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign the agreement.
5. **Coroner** - Request Board approve the contract between the County of Inyo and Margot Fleming for provision of coroner services for the term of October 1, 2022 through June 30, 2025, for a total contract amount not to exceed \$65,000, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

6. **County Administrator - Emergency Services** - Request Board make a finding of public benefit pertaining to the County's provision of zero or low-interest loans to victims of recent fires and delegate authority to the County Administrative Officer to negotiate and enter into such loans.
7. **County Administrator - Personnel** - Request Board ratify and approve the contract between the County of Inyo and Hanson Bridgett LLP for the provision of Specialized Law Enforcement Legal Services and Employment Advice, in the amount of \$100,000 for the term of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign the contract and HIPPA Business Associate Agreement, contingent upon all appropriate signatures being obtained.
8. **Health & Human Services - Behavioral Health** - Request Board ratify and approve the agreement between the County of Inyo and Iris Telehealth Medical Group of Austin, TX for the provision of telepsychiatry services in an amount not to exceed \$200,000 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
9. **Health & Human Services - Behavioral Health** - Request Board: A) declare Inyo County Office of Education (ICOE) of Independence, CA a sole-source provider for Prevention Early Intervention (PEI) Services; B) ratify and approve the contract between the County of Inyo and ICOE for the implementation of the Mental Health Services Act (MHSA) PEI North Star Counseling Program Services in an amount not to exceed \$80,000 for the period of August 1, 2022 through June 30, 2023, contingent upon the Board's approval the Fiscal Year 2022-2023 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
10. **Health & Human Services - First 5** - Request Board ratify and approve the contract between the County of Inyo and Kern Regional Center of Bishop, CA for the provision of First 5 Community Grant services in an amount not to exceed \$10,000 for the period of September 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
11. **Planning Department** - Request Board approve the Joint Funding Agreement with the U.S. Geological Survey for wells and wprings monitored in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2022 through September 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign.
12. **Public Works - Road Department** - Request Board approve the closure of a portion of Bartell Road in Big Pine on October 8, 2022, between the hours of 8 a.m. and 12 p.m., to accommodate the Big Pine Paiute Tribe Fall Fandango event.
13. **Water Department** - Request Board approve request from Owens Valley Groundwater Authority to forward well permit applications for OVGA input and direct staff to implement appropriate procedures.

14. **County Administrator** - Request Board:
 - A) Conduct a review and discussion of the Fiscal Year 2022-2023 Final Board Approved Budget, including but not limited to:
 1. Those changes to the CAO Recommended Budget that were directed by the Board to be included in the Final Budget; and
 2. Any other changes which may be made as a result of today's discussion;
 - B) Adopt the Fiscal Year 2022-2023 as recommended by the County Administrator and as amended, and as directed on September 20, 2022; and
 - C) Approve Resolution No. 2022-36 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a Final Budget for Fiscal Year 2022-2023," and authorize the Chairperson to sign.

15. **Treasurer-Tax Collector** - Request Board hear a presentation on repealing Inyo County Code Section 3.20.035, "Allowance for Collection Costs," a.k.a. TOT Operator Allowance.

16. **Public Works** - Request Board receive presentation on Inyo County Road Department Capital Improvement Program 2021-2027.

17. **Public Works** - Request Board:
 - A) Amend the Fiscal Year 2022-2023 Diaz Lake Dock Grant Budget (670300) as follows: increase estimated revenue in Operating Transfers In (4998) by \$20,000 and increase appropriation in Structures & Improvements (5640) by \$20,000 (*4/5ths vote required*);
 - B) Amend the Fiscal Year 2022-2023 Geothermal Budget (010406) as follows: increase appropriation in Operating Transfers Out (5801) by \$20,000 (*4/5ths vote required*);
 - C) Approve the contract between the County of Inyo and Clair Concrete, Inc. of Bishop, CA for the provision of site work in an amount not to exceed \$113,260.00 for the period of September 27, 2022 to June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained;
 - D) Authorize a purchase order in an amount not to exceed \$136,843.00, payable to Bellingham Marine Industries, Inc. of Dixon, CA for Dock Components; and
 - E) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

18. **County Administrator** - Request Board A) approve the Memorandum of Understanding between the County of Inyo and Sierra Business Council to operate the Small Business Resource Center in Bishop for the period of September 1, 2022 through December 31, 2025, with potential extensions to December 31, 2031, and authorize the Chairperson to sign; and B) approve the lease agreement between the County of Inyo and Sierra Business Council for the real property described as 269 N. Main St. Bishop, in an amount not to exceed \$1 per month for the period of October 1, 2022 through December 31, 2031, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

19. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of September 6, 2022.

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

- 11 A.M. 20. **County Administrator - Economic Development** - Request Board receive presentation on recent updates to the Inyo County Visitor website.
- 11:20 A.M. 21. **County Administrator** - Request Board approve Resolution No. 2022-37, titled, "Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving Program of Work to Be Known as the 'ESCOG: Community Economic Resiliency Fund Pilot Project,'" and authorize the Chairperson to sign.

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

22. ***PUBLIC COMMENT*** (*Comments may be time-limited*)

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



Coroner

CONSENT - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Denelle Carrington

SUBJECT: Approval of Two-Year Agreement between the County of Madera and the County of Inyo to Provide Supplemental Autopsy Services

RECOMMENDED ACTION:

Request Board approve the two-year agreement between the County of Madera and the County of Inyo for the provision of supplemental autopsy services in an amount not to exceed \$20,000 for the period of October 1, 2022 through September 30, 2022, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign the agreement.

SUMMARY/JUSTIFICATION:

Madera County offers their services to Inyo County to provide autopsies for the most difficult Coroner cases. These services are needed for our most difficult cases including homicides, SIDS, child abuse deaths, and potential cases where lawsuits might be involved such as jail deaths or in-custody deaths.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this contract, which would impact the job of the Coroner, and not allow him to move forward appropriately and fulfill his duties as Coroner.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This expense is currently budgeted in the Coroner Budget - 023500 in the Professional Services object code - 5265.

ATTACHMENTS:

1. Madera County Agreement for Autopsy Services with Inyo County
2. Madera County - Exhibit A - Scope of Work and Compensation

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
John Vallejo
Amy Shepherd

Created/Initiated - 9/21/2022
Approved - 9/21/2022
Approved - 9/21/2022
Approved - 9/21/2022
Final Approval - 9/21/2022

MADERA COUNTY CONTRACT NO. _____
(Madera County Sheriff-Coroner: Agreement for Autopsy Services)

THIS AGREEMENT is made and entered into this 27th day of September , 2022, by and between the COUNTY OF MADERA, a political subdivision of the State of California (“MADERA COUNTY”), and the COUNTY OF INYO, a political subdivision of the State of California (“INYO COUNTY”). MADERA COUNTY and INYO COUNTY are at times each referred to herein as “Party” or collectively as “Parties”.

RECITALS

A. The Coroner of INYO COUNTY and the Sheriff-Coroner of MADERA COUNTY, pursuant to Government Code Sections 27491 et seq., are both responsible for performing autopsies in the circumstances outlined by statute.

B. The Parties’ respective Boards of Supervisors have determined that it is in the interest of both counties, in cases designated by INYO COUNTY and agreed upon by MADERA COUNTY, to have the MADERA COUNTY Sheriff-Coroner perform autopsies on the bodies of certain persons who die in INYO COUNTY and whose deaths come within the provisions of Government Code Sections 27491, et seq.

C. INYO COUNTY and MADERA COUNTY have elected to enter into this Agreement pursuant to Government Code Sections 6500, et seq. to authorize the MADERA COUNTY Sheriff-Coroner to perform autopsy services as specified herein, for the INYO COUNTY Coroner.

D. The MADERA COUNTY Sheriff-Coroner is agreeable to the rendering of such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **TERM.** To begin October 1, 2022, and end September 30, 2024, unless sooner terminated.

2. **TERMINATION.** MADERA COUNTY or INYO COUNTY may terminate this Agreement with or without cause by giving at least thirty (30) days written notice to the other Party which notice shall include the date of termination. MADERA COUNTY shall be paid for all work satisfactorily performed through the date of termination and for any additional work expressly requested by INYO COUNTY as necessary to complete any services begun prior to the date of termination.

3. **DUTIES OF MADERA COUNTY.** The INYO COUNTY Coroner occasionally has a need for supplemental autopsy services. At the discretion of the MADERA COUNTY Sheriff-Coroner, MADERA COUNTY may provide such autopsy services ("Services") as requested by INYO COUNTY, as set forth in additional detail in Exhibit "A", attached hereto and incorporated herein by reference.

3.01 These Services will be rendered within the County of Madera.

3.02 After completion of said Services, the MADERA COUNTY Sheriff-Coroner shall retain and preserve any tissue samples that are required to establish the manner and cause of death or to support the autopsy findings, at the discretion of the MADERA COUNTY pathologist. Once manner and cause of death have been determined, all retained and preserved tissue samples shall be returned to the INYO COUNTY Coroner.

4. **DUTIES OF INYO COUNTY.** When a case is accepted for autopsy by the MADERA COUNTY Sheriff-Coroner, INYO COUNTY shall transport the human remains to be autopsied, along with any items or effects of the decedent that may be

pertinent to the determination of the time, manner and cause of death, to the MADERA COUNTY Coroner Facility.

4.01 When the autopsy is concluded, INYO COUNTY shall promptly transport the human remains and any additional items or effects back to INYO COUNTY. However, the MADERA COUNTY Sheriff-Coroner may retain any tissue samples and other evidence that may be needed to support the autopsy findings.

4.02 Once manner and cause of death have been determined, INYO COUNTY shall promptly transport all tissue samples and other evidence back to INYO COUNTY.

4.03 All transportation provided or arranged by INYO COUNTY pursuant to this Agreement shall comply with all applicable laws.

4.04 INYO COUNTY shall be responsible for human remains, tissue samples, and all other evidence being provided to MADERA COUNTY during transport.

4.05 INYO COUNTY shall retain complete jurisdiction as Coroner and Medical Certifier in all cases requiring autopsy by MADERA COUNTY.

4.06 The INYO COUNTY Coroner shall be responsible for establishing the identity of the decedent, locating and notifying the decedent's next of kin, satisfying all reporting requirements to governmental agencies, and completing and signing the certificate of death.

5. **COMPENSATION.** INYO COUNTY shall pay MADERA COUNTY, for Services performed pursuant to this Agreement.

5.01 The cost of Services includes: salaries, wages, benefits, services, supplies,

and divisional, department and County general overhead.

5.02 The rate for autopsy services shall be computed annually by MADERA COUNTY in accordance with salaries, wages, benefits, services, supplies, equipment and divisional, department and County general overhead rates in effect during the respective year.

5.03 The current rates for autopsy services are attached hereto as Exhibit "A," and incorporated herein by reference.

5.04 MADERA COUNTY will promptly notify INYO COUNTY of any changes to the rates for autopsy services and provide INYO COUNTY with a copy of the new rates in effect.

5.05 MADERA COUNTY shall invoice INYO COUNTY upon completion of each autopsy.

6. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement, and any Exhibits attached hereto and incorporate by reference, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes in its entirety all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly in this Agreement. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties hereto. No part of this Agreement may be modified without the written consent of both Parties.

7. **INDEPENDENT CONTRACTORS.**

7.01 In the performance of the work, duties and obligations assumed by MADERA COUNTY under this Agreement, MADERA COUNTY will, at all times, be acting and performing as an independent contractor and shall act

in an independent capacity and not as an officer, servant, employee, joint venturer, partner or associate of INYO COUNTY. MADERA COUNTY and its Sheriff-Coroner shall retain all authority to control, supervise or direct the manner by which MADERA COUNTY shall perform the services required under this Agreement. MADERA COUNTY, its agents and employees, shall not be entitled to any employment rights, privileges or benefits available to INYO COUNTY employees and shall in no manner be considered as INYO COUNTY employees. MADERA COUNTY shall be responsible for providing, at its own expense, and in its name, disability, worker's compensation, or other insurance as well as licenses or permits usual or necessary for conducting the services hereunder.

7.02 In the performance of the work, duties and obligations assumed by INYO COUNTY under this Agreement, INYO COUNTY will, at all times, be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, servant, employee, joint venturer, partner or associate of MADERA COUNTY. INYO COUNTY and its Coroner shall retain all authority to control, supervise or direct the manner by which INYO COUNTY shall perform the services required under this Agreement. INYO COUNTY, its agents and employees, shall not be entitled to any employment rights, privileges or benefits available to MADERA COUNTY employees and shall in no manner be considered as MADERA COUNTY employees. INYO COUNTY shall be responsible for providing, at its own expense, and in its name, disability, worker's compensation, or other insurance as well as licenses or permits usual or

necessary for conducting the services hereunder.

8. **GOVERNING LAW.** The laws of the State of California shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall also govern the interpretation of this Agreement. Venue for any dispute arising under this Agreement shall be in Madera County, California.

9. **INDEMNIFICATION.**

9.01 MADERA COUNTY shall save, keep and hold harmless INYO COUNTY and its elected and appointed officials, officers, agents and employees from any loss, cost, expense (including attorney's fees), damage, claim or liability, solely resulting from, arising out of, or in any way connected with the active negligence or willful misconduct of MADERA COUNTY, or its elected and appointed officials, officers, agents and employees related to this Agreement, including but not limited to, property damage, bodily injury or death or any other element of damage of any kind or nature, and MADERA COUNTY shall defend at its expense, including attorney fees, INYO COUNTY and its elected and appointed officials, officers, agents, and employees in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.

9.02 INYO COUNTY shall save, keep and hold harmless MADERA COUNTY and its elected and appointed officials, officers, agents and employees from any loss, cost, expense (including attorney's fees), damage, claim or liability, solely resulting from, arising out of, or in any way connected with the active negligence or willful misconduct of INYO COUNTY, or its elected and appointed officials, officers, agents and employees related to this

Agreement, including but not limited to, property damage, bodily injury or death or any other element of damage of any kind or nature, and INYO COUNTY shall defend at its expense, including attorney fees, and with counsel approved in writing by MADERA COUNTY, MADERA COUNTY and its elected and appointed officials, officers, agents, and employees in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.

9.03 If judgment is entered against INYO COUNTY and MADERA COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either Party, the Parties agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

10. **NOTICES.** All notices, reports and correspondence required by this Agreement shall be in writing and shall be effective upon personal services or deposit in the United States Mail, postage prepaid and addressed as follows:

MADERA COUNTY

Madera County Sheriff's Office
Coroner Division
2725 Falcon Drive
Madera, CA 93637

INYO COUNTY

Coroner
Coroner Department
325 W. Elm Street
Bishop, CA 93514

With Copy to

Clerk of the Board
Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93637

11. **INSURANCE.** Without limiting the a Party's right to obtain

indemnification from the other Party or any third parties, each Party, at its sole expense, shall obtain and maintain at a minimum, and at all times during the course of this Agreement, the following insurance policies: general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; errors and omissions insurance in an amount of not less than One Million Dollars (\$1,000,000.00); and worker's compensation insurance as required by California law.

12. **SURVIVAL OF OBLIGATIONS.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the services hereunder and/or the termination of this Agreement.

13. **SEGREGATION.** In the event that one or more provisions of this Agreement may be deemed unenforceable, the remainder of the Agreement shall continue in full force and effect.

14. **SECTION HEADINGS.** The section headings, enumeration, and sequence of sections appearing herein are for convenience purposes only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

15. **TIME OF ESSENCE.** Time is of the essence to this Agreement.

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

COUNTY OF INYO

By: _____
(Signature)

(Print Name)

Approved as to Legal Form:
COUNTY COUNSEL

Title: _____

By: _____

ACCOUNT NUMBER(S)

EXHIBIT A
SCOPE OF WORK AND COMPENSATION

A. SCOPE OF WORK.

1. MADERA COUNTY shall provide autopsy services to INYO COUNTY during those instances and investigations when INYO COUNTY is required by law to conduct an inquiry into the cause and manner of death of a decedent.

2. MADERA COUNTY shall provide INYO COUNTY with one (1) on-call Deputy Coroner or Deputy-Sheriff to grant access to the Coroner's Facility outside of normal business hours. For the purposes of this Agreement, "normal business hours" shall mean Monday through Friday from 8:00 a.m. to 5:00 p.m.

3. MADERA COUNTY will advise INYO COUNTY when, in the opinion of MADERA COUNTY and upon consultation with the Forensic Pathologist, an autopsy is required. Autopsies may include gross dissection, microscopic examination, and toxicological examination as determined necessary by MADERA COUNTY and shall also include all additional protocols required by law.

4. MADERA COUNTY shall provide written autopsy reports to INYO COUNTY in a timely manner. At times, toxicology, histology and other third-party laboratory tests may be required ("Additional Services"). Any Additional Services, that MADERA COUNTY is unable to perform in-house, that are required for the proper completion of an autopsy will be billed directly to INYO COUNTY. MADERA COUNTY will contract independently for such services.

5. Autopsies shall be conducted at times that are mutually agreed upon by MADERA COUNTY and INYO COUNTY, but in every case as soon as practicable.

Autopsies of decedents, and reports pertaining to them, shall be consistent with the facilities available to MADERA COUNTY and the general professional standards established by practicing pathologists throughout the State of California.

6. INYO COUNTY shall furnish, at its own expense, transportation of personnel, human remains, pertinent items or effects, tissue samples, and other items as required to and from the MADERA COUNTY Coroner Facility.

7. MADERA COUNTY may employ at its own expense, and with the concurrence of its Sheriff-Coroner, physicians qualified by training and licensure to perform pathology services as deemed necessary to meet the needs of INYO COUNTY. MADERA COUNTY agrees to allow its Sheriff-Coroner to perform pathology service on behalf of INYO COUNTY.

8. INYO COUNTY may request Rapid DNA analysis and shall be financially responsible for any and all costs associated with Rapid DNA analysis.

9. INYO COUNTY may request forensic dental identification and shall be financially responsible for any and all costs associated with post-mortem forensic dental examination.

B. **COMPENSATION.** INYO COUNTY agrees to pay MADERA COUNTY compensation for the services provided pursuant to this Agreement as follows:

October 1, 2022 – September 30, 2024

1. \$3,500.00 per autopsy service.
2. \$300.00 minimum, for each instance that INYO COUNTY requests for MADERA COUNTY to unlock its Coroner Facility during non-business hours. The minimum charge includes up to three (3) hours of the Deputy Coroner or Deputy Sheriff's

time. Each additional hour, in excess of the first three (3) hours, shall be billed at a rate of \$100 per hour.



County of Inyo



Coroner

CONSENT - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Denelle Carrington

SUBJECT: Approval of Contract for Deputy Coroner in the Coroner's Office

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Margot Fleming for provision of coroner services for the term of October 1, 2022 through June 30, 2025, for a total contract amount not to exceed \$65,000, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

There are two vacancies currently in the Coroner's Department, and this position will train in both the Bishop and Lone Pine facilities so that there is redundancy throughout the County in the Department. This position, along with all others, is key to providing services throughout Inyo County, including South County. This position does not participate in PERS.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this contract, however, this is not recommended as these services are critical to the Coroner's function.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this contract is included in the Fiscal Year 2022-2023 Coroners Budget (023500) in the salary and benefits object codes.

ATTACHMENTS:

1. Margot Fleming Contract 2022-2025

APPROVALS:

Denelle Carrington

Created/Initiated - 9/19/2022

Darcy Ellis
Denelle Carrington
Keri Oney
John Vallejo
Amy Shepherd

Approved - 9/19/2022
Approved - 9/19/2022
Approved - 9/21/2022
Approved - 9/21/2022
Final Approval - 9/21/2022

AGREEMENT BETWEEN COUNTY OF INYO
AND Margot Fleming
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

WHEREAS, Margot Fleming (hereinafter referred to as "Officer") has been duly appointed as Deputy Coroner for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer 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 Officer to perform under this Agreement will be made by Jason Molinar, whose title is: Coroner. Requests to the Officer 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 Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer 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 Officer 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, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from October 1, 2022 to June 30, 2025, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Officer 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 Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Jason Molinar, title Coroner. 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 Officer 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 Officer without the prior approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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, Officer shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \$65,000 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

E. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

4. WORK SCHEDULE.

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

5. PRE-EMPLOYMENT PHYSICAL.

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer 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 Officer at no expense to the County. Officer will provide County, at County's request, 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 Officer 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.

7. SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer'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, Officer'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, Officer will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation insurance coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Deputy Coroner of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

11. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

12. TERMINATION.

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer fourteen (14) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate the County.

13. ASSIGNMENT.

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

14. DEFAULT.

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

15. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

16. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written

consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

17. CONFLICTS.

Officer agrees that he 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. Officer agrees to complete and file a conflict of interest statement.

18. POST AGREEMENT COVENANT.

Officer 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, Officer 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, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

19. FUNDING LIMITATION.

The ability of the County to enter into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

20. 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.

21. NOTICE.

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

County of Inyo

Coroner Department
325 West Elm Street Street
Bishop, CA 93514 City and State

Officer:

Margot Fleming Name
220 E Post St/ PO Box 755 Street
Lone Pine, CA 93545 City and State

22. 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 Margot Fleming
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

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

COUNTY OF INYO

OFFICER

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Margot Fleming
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 10/01/2022

TO: 06/30/2025

SCOPE OF WORK:

- Death investigations as required by statutes
- Available to respond to coroner's obligations 24 hours per day
- On scene investigations and photography
- Assist with autopsies, I.D., photos, fingerprints, obtain specimens for toxicological examination and process specimens
- Travel and attend out of county autopsies when forensic autopsies are required
- Complete the medical portion of death certificates and sign
- Provide written coroner reports as required
- Be prepared to assist the Coroner in all investigations enumerated by law
- Attend continuing education classes as necessary for completion of duties
- Be responsible for all functions of the coroner's office in the absence of the Coroner
- Officer shall work less than 1,000 hours per fiscal year and less than an average of 20 hours per week

The contractor will be reimbursed \$0.80 per mile for transportation of deceased Inyo County residents and transients (when no funds are available from other sources) to the southern branch of the Inyo County Coroner's Office in Lone Pine, CA (Mt. Whitney Funeral Home), for removals from Tecopa, Shoshone, and the Death Valley areas of Inyo County.

Margot Fleming, Director, Mt. Whitney Funeral Home, Lone Pine, CA will provide a vehicle for this purpose. She/we will respond 24 hours per day for removals, with all expenses for the vehicle, including maintenance, repairs and insurance to be provided by the Mt. Whitney Funeral Home.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Margot Fleming
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 10/01/2022 TO: 06/30/2025

SCHEDULE OF FEES:

October 1, 2022 – October 12, 2022 - \$1,350.00/Month
October 13, 2022 – June 30, 2025 - \$1,750.00/Month

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Margot Fleming
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 10/01/2022 TO: 06/30/2025

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Per Diem reimbursement to be paid as per the County's travel policy.



County of Inyo



County Administrator - Emergency Services

CONSENT - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Meaghan McCamman

SUBJECT: Zero/Low-Interest Loans for Fire Victims

RECOMMENDED ACTION:

Request Board make a finding of public benefit pertaining to the County's provision of zero or low-interest loans to victims of recent fires and delegate authority to the County Administrative Officer to negotiate and enter into such loans.

SUMMARY/JUSTIFICATION:

In July 2022, the Fairview Fire destroyed nine residences in the West Bishop area, and a structure fire destroyed one residence in Darwin. The impacted residents are currently working to remove fire debris, household hazardous waste, and burn ash from their properties. For some homeowners, the cost to perform this clean up exceeds what they have received from their homeowner's insurance. The County would like to assist these under-insured homeowners in cleaning up their properties, as ensuring the prompt removal of hazardous waste benefits all residents of Inyo County. Specifically, a prompt and thorough clean up ensures that hazardous chemicals and debris stay out of the waterways, maintains the aesthetic value of the community, and encourages the rebuilding of much needed housing units in Inyo County.

To assist under-insured homeowners, the County would like to offer them zero or very low interest loans to cover the cost of the clean up. The homeowners would remain responsible for all costs of the clean up, but by offering a zero or low interest loan to the homeowner, the County will be able to encourage homeowners who do not currently have sufficient funds to perform a timely and professional clean up.

A loan with either zero or very low interest could be considered a gift of public funds, as there is a time value to money that the County will lose by providing zero or low interest loans. Gifts of public funds are generally prohibited by Article XVI, Section 6 of the California Constitution. However, your Board is authorized to make such a gift if your Board finds that the gift would serve a greater public purpose. Accordingly, staff requests that your Board make such a finding today, based on the public benefits outlined above.

Additionally, staff requests that your Board delegate authority to the County Administrative Officer to negotiate and enter into these loans with interested homeowners. The CAO will exercise his discretion to tailor each loan agreement to each homeowner's specific financial circumstances, but he will operate within the following parameters:

- Loan amount – up to \$10,000

- Term – up to 10 years for any borrower or up to 30 years for borrowers who can demonstrate that their household income falls below 80% of the Area Median Income for the Bishop, CA area
- Interest – 0% to 5%
- Payment frequency – at least monthly
- Full outstanding balance to be immediately due upon sale of the property or upon the homeowner missing three regular payments

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to find that zero / low interest loans to the fire victims do not serve a public purpose. Additionally, your Board could choose not to delegate loan approval authority to the CAO and instead require that each individual loan agreement come to your Board for approval.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funds for this program will come from the General Fund 023700 Disaster Services budget. Under the loan agreements, it may take up to 30 years to recoup funds back to the general fund under this program.

ATTACHMENTS:

APPROVALS:

Grace Chuchla	Created/Initiated - 9/21/2022
Darcy Ellis	Approved - 9/21/2022
John Vallejo	Approved - 9/21/2022
Amy Shepherd	Approved - 9/22/2022
Meaghan McCamman	Approved - 9/23/2022
Nate Greenberg	Final Approval - 9/23/2022



County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Sue Dishion

SUBJECT: Contract with Hanson Bridgett LLP

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and Hanson Bridgett LLP for the provision of Specialized Law Enforcement Legal Services and Employment Advice, in the amount of \$100,000 for the term of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign the contract and HIPPA Business Associate Agreement, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The firm provides the County with advice and representation in specialized law enforcement employment and labor law matters. It is recommended that the County contract with Hanson Bridgett for these legal services. The County previously had utilized the services of their partner Alfonso Estrada to provide advice and representation.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County could decline to approve the agreement with Hanson Bridgett LLP and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature of the legal services required.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The Personnel Department has budgeted for outside legal counsel contracts in FY 2022/2023 Personnel Budget Unit 010800

ATTACHMENTS:

1. Hanson Bridgett Contract FY 22-23

APPROVALS:

Darcy Ellis
Darcy Ellis
Sue Dishion
John Vallejo
Amy Shepherd

Created/Initiated - 9/22/2022
Approved - 9/22/2022
Approved - 9/22/2022
Approved - 9/22/2022
Final Approval - 9/22/2022

**AGREEMENT BETWEEN COUNTY OF INYO
AND
HANSON BRIDGETT LLP
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2022 to June 30, 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Keri Oney, whose title is Deputy Personnel 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 Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment **C**, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment **B**) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor

in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

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

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$ One Hundred Thousand Dollars and Zero cents (\$ 100,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

G. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. 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.

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

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

Notwithstanding the foregoing, the indemnification and other obligations described in this Section 10 shall not apply to any claim, action or proceeding arising out of or resulting from any negligent or willful act constituting or which could be brought as a claim for legal malpractice against Contractor, its officers, employees, agents, or subconsultants. In the event of any such claim, County shall make such claim as a claim resulting from legal malpractice and not under the general indemnity provision of this section.

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

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:
Personnel Department
P.O. Box 249
Independence, CA 93526

CONTRACTOR:
HANSON BRIDGETT LLP (Attn: Alfonso Estrada)

777 S. Figueroa Street, Suite 4200
Los Angeles, CA 90017

24. ENTIRE AGREEMENT.

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

#

**AGREEMENT BETWEEN COUNTY OF INYO
AND
HANSON BRIDGETT LLP
FOR THE PROVISION OF LEGAL SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: 
Signature

Alfonso Estrada
Type or Print Name

Dated: 8/30/2022

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

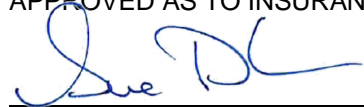
APPROVED AS TO ACCOUNTING FORM:


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
HANSON BRIDGETT LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2022 TO: June 30, 2023

SCOPE OF WORK:

1. Contractor shall provide legal services including advice and also representation of the County and such of its agents, officers and employees as the County may designate, in applicable litigation before state and federal courts, and county, state, and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which Contractor is working. Electronic copies of documents received and created by Contractor shall be delivered to the County Counsel's office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County, its officers, or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his offices and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery, and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers, and employees without prior written approval from County Counsel.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND
HANSON BRIDGETT LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2022 TO: June 30, 2023

SCHEDULE OF FEES:

1. COMPENSATION:

Alfonso Estrada: \$400.00/hour
Of Counsel/Associates: \$325.00 - 375.00/hour
Paralegal: _____
Travel: Same as Above

2. INCIDENTAL EXPENSES:

Contractor shall not be obligated to advance costs on behalf of County; however, for the purposes of convenience and in order to expedite matters, Contractor reserves the right to advance costs on behalf of the Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at \$0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND
HANSON BRIDGETT LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2022 TO: June 30, 2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the County's request and will be billed at cost.

Per diem travel from portal to portal will be at the current IRS rate.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND
HANSON BRIDGETT LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2022 TO: June 30, 2023

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Lucy Vincent

SUBJECT: Inyo County Contract with Iris Telehealth Medical Group for the Provision of Telepsychiatry Services

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and Iris Telehealth Medical Group of Austin, TX for the provision of telepsychiatry services in an amount not to exceed \$200,000 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This agreement comes to your Board as a ratification, as the telehealth provider was delayed in providing the Department with the documents required to initiate routing of the contract. The Department issued a Request for Proposals in 2020 for a telehealth contractor to provide psychiatry services. Iris Telehealth was the successful respondent and a contract was established with their organization. The Department has been working with Dr. Michael Winsten, an Iris Telehealth psychiatrist since February 2021. Dr. Winsten provides outpatient services and psychiatry services to persons who are incarcerated. Continuing this contract ensures continuity of service to his patients and will ensure requirements as the managed care specialty mental health service plan are being met by the agency.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this contract with Iris Telehealth. Inyo County HHS would have to select another vendor to provide telepsychiatry services, as the provision of psychiatry services is required by the state.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Mental Health realignment and reimbursement will be pursued for all Medi-Cal eligible services provided. This expense is budgeted in Mental Health (045200) in Professional and Special Services (5265). No County General Funds.

ATTACHMENTS:

1. Iris Telehealth Contract FY 22-23
2. HIPAA Business Associate Agreement

APPROVALS:

Lucy Vincent	Created/Initiated - 6/23/2022
Darcy Ellis	Approved - 6/24/2022
Lucy Vincent	Approved - 9/12/2022
Marilyn Mann	Approved - 9/13/2022
Melissa Best-Baker	Approved - 9/20/2022
John Vallejo	Approved - 9/20/2022
Amy Shepherd	Approved - 9/21/2022
Marilyn Mann	Final Approval - 9/21/2022

AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES

INTRODUCTION

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

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

2. TERM.

The term of this Agreement shall be from 7/1/2022 to 6/30/2023, unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall, each month, timely submit to the County, an itemized statement of all services and work performed at the County's request as described in Attachment A. This statement will be submitted to the County not later than the fifteenth (15th) 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. Statements that are timely received by County will be paid to Contractor within 30 days of receipt.

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.

B. 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.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment D 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 ten (10) years from the termination or completion of this Agreement unless otherwise provided in Attachment A. 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, the Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CMMS) or the Health and Human Services Department 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.

C. Document Standards for Client Records. Contractor shall maintain client records in the manner described in Attachment C.

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, color, religion, 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.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) 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:

<u>County of Inyo</u>	
<u>HHS - Behavioral Health</u>	Department
<u>1360 North Main St., Ste. 124</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Iris Telehealth Medical Group</u>	Name
<u>114 W. 7th Street, Suite 900</u>	Address
<u>Austin, TX 78701</u>	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: 
Signature

Thomas Milam, MD

Print or Type Name

Dated: 08/31/2022

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 Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCOPE OF WORK

1. Contractor Is: (Check One)

- An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff, unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medi-Cal Provisions by County Behavioral Health Services Program (Inyo County HHS Behavioral Health Division) or State Department of Mental Health.
- A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.
- An "Individual Provider" as that term is defined in this paragraph. The term "Individual Provider" means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the Contractor.

2. Service to be Provided.

a. Contractor shall provide mental health services to patients referred in writing to Contractor by County. In the referral, County shall state the specific services to be provided to the patient and the time period over which those services are authorized. Such services may include assessment, individual or family therapy, group therapy, collateral services, and pharmacological management. Contractor is authorized to provide only those services authorized by County and County shall be under no obligation to pay for services other than those authorized by County.

b. Referred patients shall be entitled to a limited number of services within a specified time frame per referral. Contractor understands that in the event a patient has committed through appointment to seek beyond the maximum number or time frame of approved services, no payment for those additional services will be granted by County, unless the additional services are specifically authorized by County.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCOPE OF WORK

c. Payment shall be at the rates specified in Attachment B. The maximum time spent per contact with the patient shall be as specified in Attachment B and payment shall be limited to the time specified therein. Time spent by Contractor to write in a patient's file, prepare necessary reports, or to otherwise prepare written documentation arising out of services performed under this contract shall be included within the service time limitations specified in Attachment B. The rate specified in Attachment B shall be considered to be payment in full for the services provided. Contractor shall at no time seek compensation from patients. Contractor shall hold harmless the State of California and patients in the event County cannot or will not pay for services rendered by the Contractor pursuant to the terms of this Agreement.

d. Contractor agrees to accept at least three referrals for each contract year. Contractor agrees to schedule initial appointments within ten (10) working days of referrals.

e. Nothing expressed or implied herein shall require the Contractor to provide to the patient, or order on behalf of the patient, services which, in the professional opinion of the Contractor, are not required.

3. Qualifications.

a. Requirements applying to Individual, Group, and Organizational Providers:

i. Be certified and in good standing to provide services under the California Medical Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and

ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials, and comply with the provisions in (b)(i) and (b)(ii) below.

i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Master's degree in Psychiatric Nursing.

ii. Intern in Marriage and Family Therapy or Associate Social Worker.

1. Organizational Providers approved by Inyo County HHS Behavioral Health Division may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:

i. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.

ii. Organizational Providers must, prior to assigning authorized services, submit to Inyo County HHS Behavioral Health Division the I/A's application, resume, photocopy of I/A's and Supervisor's license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A's training program.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCOPE OF WORK

2. Every I/A must meet the following criteria:
 - i. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.
 - ii. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.
 - iii. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.
3. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.
4. Documentation of required supervision shall be provided to Inyo County HHS Behavioral Health Division upon request.

4. Discrimination Prohibited.

Consistent with the requirements of applicable federal or state law, Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

5. Medical Records.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of ten (10) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for ten (10) 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. Contractor shall forward original entries to Inyo County HHS Behavioral Health Division within 24 hours of service provision for incorporation into client's current chart, if requested by Inyo County HHS Behavioral Health Division. Notwithstanding paragraph 7(B.) (Terms and Conditions), working notes and test protocols used in preparation of medical records and reports remain the property of the Contractor.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCOPE OF WORK

6. Inspection Rights.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

- a. By Inyo County HHS Behavioral Health Division, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.
- b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.
- c. In a form maintained in accordance with the general standards and Inyo County HHS Behavioral Health Division standards applicable to such book or record keeping.
- d. For the term and duration consistent with paragraph 5 above, ten (10) years following the final date of the contract period.

7. Confidentiality of Beneficiary Information.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to Inyo County HHS Behavioral Health Division all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than Inyo County HHS Behavioral Health Division, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without Inyo County HHS Behavioral Health Division's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to Inyo County HHS Behavioral Health Division or maintain such information according to written procedures sent Inyo County HHS Behavioral Health Division by the State Department of Health Services for this purpose.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCOPE OF WORK

8. 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 and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right 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 at all facilities and 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, both grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

9. Compliance with Applicable Law.

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- (a) W&I, Divisions 5, 6, and 9;
- (b) California Code of Regulations, Title 9;
- (c) California Code of Regulations, Title 22;
- (d) Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.
- (e) As part of this Agreement, Contractor agrees to enter into the attached County of Inyo HIPPA Business Associate Agreement.

10. Financial Records and Reports.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to Inyo County HHS Behavioral Health Division such financial and other reports regarding Indigent Patient Services and other services provided to Patients as Inyo County HHS Behavioral Health Division shall reasonably request in writing related to Inyo County HHS Behavioral Health Division's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF TELEPSYCHIATRY **SERVICES****

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCOPE OF WORK:

A. Contractor will provide an average of 19 hours per week of psychiatric evaluations for the purposes of prescribing medically appropriate medications and medication management. Contractor shall possess a valid medical license to practice psychiatry via telemedicine or in person in the State of California. Psychiatric services will be provided in mutually agreed upon blocks of time scheduled in advance. During these blocks, patients can be scheduled to be seen as a traditional pre-scheduled appointment or, if psychiatric services are provided on site in person, patients may be seen on a walk-in basis. During the blocks of time agreed upon for services, in the case of a no-show, Contractor will allow for a substitution. Patients will be seen in a predetermined setting, primarily in our outpatient clinic in Bishop or in the jail, but may also be seen in other settings such as the home or in a community setting as long as privacy can be maintained.

B. Adult patient scheduling during the agreed upon hours of service will occur in twenty (20) minute sessions for returning and known patients and sixty (60) minute sessions for new adult patients and psychiatric evaluations. Contractor agrees to provide psychiatric medication evaluations and medication management for children and adolescents on a case by case basis depending upon the needs of the patient and the Contractor's scope of practice. Contractor will discuss treatment plan and reasons for declining to see a particular child or adolescent with the child's legal caregivers and with the clinical staff. Scheduling for children and adolescents will be during the agreed upon hours of service will occur in thirty (30) minute sessions for returning and known patients and sixty (60) minute sessions for new child patients and psychiatric evaluations. Clinicians will also receive thirty (30) minutes of administrative time each day. Clinician shall provide required documentation of services in County's electronic health record (EHR) and will prescribe medications using the County's prescribing system.

C. Contractor will participate in interdisciplinary meetings and may be asked to consult in other meetings for the purposes of care coordination. These meetings may take place outside the scheduled blocks of time reserved for patient care, but will be arranged in advance. Contractor will be paid the agreed upon hourly rate of \$213 from July 1, 2022 until December 31, 2022, and \$217 per hour from January 1, 2023 until June 30, 2023.

D. In general, Contractor will not be required to sign requests for any type of disability assistance or general financial assistance for patients, however Contractor will consider such requests on a case by case basis and will consider such requests in the context of diagnosed mental illness and prognosis.

E. Contractor may be asked to provide clinical supervision for Inyo County Behavioral Health staff at mutually agreed upon times for which Contractor will be paid at the agreed upon hourly rate of \$213 from July 1, 2022 until December 31, 2022, and \$217 per hour from January 1, 2023 until June 30, 2023.

F. Contractor will communicate with Inyo County Behavioral Health Services nurses regarding scheduling of patients or with designated schedulers. and schedulers by telephone, or HIPAA compliant messaging. Contractor's telemedicine platform will also meet all applicable standards.

G. Inyo County BHS may request emergency consultation however, Contractor is not available to remain on stand-by for emergency calls. Contractor will not be scheduled for on-call hours.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCHEDULE OF FEES:

See Attached Schedule of Fees.

**Inyo County HHS-Behavioral Health
Mental Health Telemedicine Services
Rates of Reimbursement**

Year One (or Years 1-4)	Rates by Provider Type (if the rate types listed don't apply leave blank or replace)			
Rate Description	Psychiatrists	Psychiatric Nurse Practitioners	Other (Describe)	Other (Describe)
<p><u>Daily All-Inclusive Rate</u></p> <p>(This Rate is for a schedule of services provided between 8:00 a.m. through 5:00 p.m. Monday through Sunday, with a maximum schedule of 40 hours of service per week)</p>	2020 - \$205/hour 2021 - \$209/hour 2022 - \$213/hour 2023 - \$217/hour	2020 - \$135/hour 2021 - \$139/hour 2022 - \$143/hour 2023 - \$147/hour	\$_____/hour	\$_____/hour
<p><u>Weekend Call Rate</u></p> <p>(This rate is for the provider being scheduled for services from Saturday at 5:00 p.m. through Monday at 8:00 a.m., when the provider is scheduled for less than eight hours of services on Saturday or Sunday)</p>	\$375/night	\$275/night	\$_____/night	\$_____/night
<p><u>Weeknight Call Rate</u></p> <p>(This rate is for the provider being scheduled for services from 5:00 p.m. Monday through 8:00 a.m. Saturday, no matter whether the provider is scheduled for services Monday through Friday)</p>	\$325/night	\$225/night	\$_____/night	\$_____/night
<p><u>Overtime Rate</u></p> <p>(This rate is for hours of services scheduled above 40 hours per week between 8:00 a.m. through 5:00 p.m. Monday through Sunday)</p>	\$235/hour	\$155/hour	\$_____/hour	\$_____/hour

Inyo agrees to pay this rate to Iris Telehealth during periods when telecommunications equipment failure and/or internet access interruption is due to factors originating from Inyo's location. Iris Telehealth agrees to not bill Inyo when telecommunications equipment failure and/or internet access interruption is due to factors originating from Psychiatrist's location.

Any time required by Inyo for "onboarding," including, but not limited to, orientation and training in Inyo's EMR, shall be billed at the same rate as services billed for that clinician.

Inyo may purchase telepsychiatry equipment from Iris Telehealth at a mutually agreed upon price. Additionally, Inyo may request that Contractor perform a site-visit and provide on-site training and equipment installation at a mutually

agreed upon fee. Inyo may request that Contractor provide ongoing technical support for telepsychiatry equipment at a mutually agreed upon rate.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group**
FOR THE PROVISION OF MENTAL HEALTH SERVICES

FROM: 7/1/2022 **TO:** 6/30/2023

**STATE DEPARTMENT OF HEALTH CARE SERVICES
DOCUMENTATION STANDARDS FOR CLIENT RECORDS (ATTACHED)**

**Inyo County Health and Human Services- Behavioral Health Division
Policies and Procedures**

**Criteria for Access to SMHS, Medical Necessity and other Coverage Requirements
And Documentation Standards**

Version:	1.0	Effective	5/25/2022
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REFERENCES:

Behavioral Health Information Notice (BHIN) No: 21-073,
Behavioral Health Information Notice (BHIN) No: 22-019
CA WIC section 14184.402

DEFINITIONS:

ICBHS – Inyo County Behavioral Health Services
DHCS Department of Health and Social Services – State of California
SMHS – Specialty Mental Health Services
DMC – Drug Medi-Cal

POLICY

Pursuant to Welfare and Institutions Code section 14184.402(a), for individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan. Furthermore, federal guidance from the Centers for Medicare & Medicaid Services makes it clear that mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition and are thus medically necessary and covered as EPSDT services.

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary’s presenting condition.

Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System:

For beneficiaries 21 years of age or older, a county mental health plan shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

- (1) The beneficiary has one or both of the following:
- a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
 - b. A reasonable probability of significant deterioration in an important area of life functioning.

AND

- (2) The beneficiary's condition as described in paragraph (1) is due to either of the following:
- a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems. (ICD-10)
 - b. A suspected mental disorder that has not yet been diagnosed.

Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:

For enrolled beneficiaries under 21 years of age, a county mental health plan shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria, (1) or (2) below:

- (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department or involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
- (2) The beneficiary meets both of the following requirements in a) and b), below:
- a) The beneficiary has at least one of the following:**
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate.
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide, AND
 - b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:**
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - ii. A suspected mental health disorder that has not yet been diagnosed.
 - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

Additional Coverage Requirements and Clarifications This criteria for a beneficiary to access the SMHS delivery system (except for psychiatric inpatient hospital and psychiatric health facility services) set forth above shall not be construed to exclude coverage for, or reimbursement of, a clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service under any of the following circumstances:

- Services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process.
- The prevention, screening, assessment, treatment, or recovery service was not included in an individual treatment plan.
- The beneficiary has a co-occurring substance use disorder.
- A neurocognitive disorder (e.g., dementia) or a substance-related and addictive disorder (e.g., stimulant use disorder) are not “mental health disorders” for the purpose of determining whether a beneficiary meets criteria for access to the SMHS delivery system. However, MHPs must cover SMHS for beneficiaries with any of these disorders if they also have a mental health disorder (or suspected mental health disorders not yet diagnosed) and meet criteria for SMHS as described above.

In cases where services are provided due to a suspected mental health disorder that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS approved ICD-10 diagnosis code list. For example, these include codes for “Other specified” and “Unspecified” disorders,” or “Factors influencing health status and contact with health services” (i.e., Z codes). DHCS may provide additional clarification and technical assistance regarding the use of Z codes.

Beneficiaries 21 years of age and over with mild to moderate distress or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current Diagnostic and Statistical Manual of Mental Disorders;

- Beneficiaries under age 21, to the extent eligible for services through the Medicaid EPSDT benefit as described above, regardless of level of distress or impairment or the presence of a diagnosis;
- Beneficiaries of any age with potential mental health disorders not yet diagnosed.

DHCS will publish additional guidance regarding the CalAIM No Wrong Door policies for mental health services in Medi-Cal as set forth in Welfare and Institutions Code 14184.402.

COMPLIANCE: MHPs shall implement the criteria for access to SMHS established above effective January 1, 2022, update MHPs policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, MHPs shall update materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected, including materials reflecting the responsibility of Medi-Cal MCPs and the FFS delivery system for covering NSMHS. ICBHS shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by ICBHS. ICBHS may monitor performance so that the documentation of care provided will satisfy the requirements set forth below.

The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

PROCEDURE AND DOCUMENTATION STANDARDS

(1) Standardized Assessment Requirements:

A. SMHS Assessment procedures

- a.) MHPs shall require providers to use uniform assessment domains as identified below. For beneficiaries under the age of 21, the Child and Adolescent Needs and Strengths (CANS) Assessment tool may be utilized to help inform the assessment domain requirements.
- b.) The time period for providers to complete an initial assessment and subsequent assessments for SMHS shall be within two weeks (14 days) of initial intake and orientation according to accepted standards of practice.
- c.) Services provided prior to determination of a diagnosis, during the assessment, or prior to determination of whether NSMHS or SMHS access criteria are met are covered and reimbursable, even if the assessment ultimately indicates the beneficiary does not meet criteria for SMHS
- d.) The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- e.) The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- f.) The diagnosis, Mental Status Exam (MSE), medication history, and assessment of relevant conditions and psychosocial factors affecting the beneficiary's physical and mental health must be completed by a provider, operating in his/her scope of practice under California State law, who is licensed, registered, waived, and/or under the direction of a licensed mental health professional as defined in the State Plan.
- g.) The Mental Health Plan (MHP) may designate certain other qualified providers to contribute to the assessment, including gathering the beneficiary's mental health and medical history, substance exposure and use, and identifying strengths, risks, and barriers to achieving goals. (Cal. Code Regs., tit. 9, § 1840.344; California State Plan, Sec. 3, Att. 3.1-A, Supp. 3, pp. 2m-p; California State Plan Section 3, Att.3.1-B, Supp. 2, pp. 15-17)

B. DMC and DMC-ODS Assessments

- a. Counties shall require providers to use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC and DMC-ODS beneficiaries.
- b. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- c. The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- d. Covered and clinically appropriate DMC and DMC-ODS services (except for residential treatment services) are Medi-Cal reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor, whether or not a diagnosis for Substance-Related and Addictive Disorders from the current Diagnostic and Statistical Manual (DSM) is established, or up to 60 days if the beneficiary is under age 21, or if a provider documents that the client is experiencing homelessness and therefore requires additional time to complete the assessment.
- e. If a beneficiary withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day or 60-day time period starts over. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes. Additional information on assessment requirements can be found in BHIN 21-071 (DMC) and BHIN 21-075 (DMC-ODS).

(2) SMHS Assessment Domain Requirements

The SMHS assessment shall include the following seven required domains. Providers shall document the domains in the SMHS assessment and keep the assessment in beneficiary's medical record.

Domain 1: • Presenting Problem(s) • Current Mental Status • History of Presenting Problem(s) • Beneficiary-Identified Impairment(s)

Domain 2: • Trauma

Domain 3: • Behavioral Health History • Comorbidity

Domain 4: • Medical History • Current Medications • Comorbidity with Behavioral Health Domain 5: • Social and Life Circumstances • Culture/Religion/Spirituality

Domain 6: • Strengths, Risk Behaviors, and Safety Factors

Domain 7: • Clinical Summary and Recommendations • Diagnostic Impression • Medical Necessity Determination/Level of Care/Access Criteria

(3) SMHS, DMC, and DMC-ODS Problem List

A. The provider(s) responsible for the beneficiary's care shall create and maintain a problem list.

B. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

C. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by the service provider (within their scope of practice) during that service encounter, and subsequently added to the problem list.

D. The problem list shall be updated on an ongoing basis to reflect the current presentation of the beneficiary.

E. The problem list shall include, but is not limited to, the following:

- Diagnoses identified by a provider acting within their scope of practice, if any.

Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.

- Problems identified by a provider acting within their scope of practice, if any.
- Problems or illnesses identified by the beneficiary and/or significant support person, if any.
- The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.

F. Providers shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

G. DHCS does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, providers shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice.

Progress Notes

A. Providers shall create progress notes for the provision of all SMHS, DMC and DMC-ODS services. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

B. Progress notes shall include:

- The type of service rendered.
- A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
- The date that the service was provided to the beneficiary.
- Duration of the service, including travel and documentation time.
- Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
- ICD 10 code.³
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.

C. Providers shall complete progress notes within 3 business days of providing a service with the exception of notes for crisis services, which shall be completed within 24 hours.

D. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services (including therapeutic foster care, day treatment intensive, and day rehabilitation). Weekly summaries will no longer be required for day rehabilitation and day treatment intensive.

E. When a group service is rendered, a list of participants is required to be documented and maintained by the plan or provider. Should more than one provider render a group service, one progress note may be completed for a group session and signed by one provider. While one

progress note with one provider signature is acceptable for a group activity where multiple providers are involved, the progress note shall clearly document the specific involvement and the specific amount of time of involvement of each provider of the group activity, including documentation time. All other progress note requirements listed above shall also be met.

(5) Treatment and Care Planning Requirements:

Effective July 1, 2022, DHCS removed client plan requirements from SMHS and treatment plan requirements from DMC and DMC-ODS, with the exception of continued requirements specifically noted in Attachment 1 (See DHCS BHIN 22-019). Several of these care plan requirements remain in effect due to applicable federal regulations or guidance.

- A. Targeted Case Management (TCM):** Targeted case management services within SMHS require the development (and periodic revision) of a specific care plan that is based on the information collected.¹ **The TCM care plan:**
- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational and other services needed by the beneficiary;
 - Includes activities such as ensuring the active participation of the beneficiary, and working with the beneficiary (or the beneficiary's authorized health care decision maker) and others to develop those goals;
 - Identifies a course of action to respond to the assessed needs of the beneficiary; and
 - Includes development of a transition plan when a beneficiary has achieved the goals of the care plan. These required elements shall be provided in a narrative format in the beneficiary's progress notes.
- B. Peer Support Services:** Peer support services must be based on an approved plan of care.
- C. Additional Treatment and Care Plan Requirements**

(6) Telehealth Consent: If a visit is provided through telehealth (synchronous audio or video) or telephone, the health care provider is required to confirm consent for the telehealth or telephone service, in writing or verbally, at least once prior to initiating applicable health care services via telehealth to a Medi-Cal beneficiary: an explanation that beneficiaries have the right to access covered services that may be delivered via telehealth through an in-person, face-to-face visit; an explanation that use of telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the Medi-Cal beneficiary without affecting their ability to access covered Medi-Cal services in the future; an explanation of the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risks related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified by the provider. The provider must document in the patient record the provision of this

¹ For valid Medi-Cal claims, appropriate ICD-10 and HCPCS/CPT codes must appear in the clinical record, associated with each encounter and consistent with the description in the progress note. For further guidance on coding during the assessment process, refer to the Code Selection Prior to Diagnosis BHIN. Behavioral Health Information Notice No.: 22-019 Page 8 April 22, 2022 through the assessment. See the California State Plan, Sec. 3, Att. 3.1-A, Supp. 1, pp. 8-17; 42 C.F.R. § 440.169(d)(2) and 42 C.F.R. § 441.18 for more specific guidance.

information and the patient's verbal or written acknowledgment that the information was received.

D. Other requirements and standards:

- 1). All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
 - a) The date of service;
 - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
 - c) The date the documentation was entered in the beneficiary record.
- 3) ICBHS shall have a written definition of what constitutes a long term care beneficiary (Progress House residents).
- 4) ICBHS shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary. ICBHS shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
 - 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
 - 2) Coordinate the services ICBHS furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services ICBHS furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
 - 3) ICBHS shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
 - 4) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)
- 5) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160

and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b))

B. ICBHS shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving ICBHS's beneficiaries. ICBHS shall notify the Department in writing if ICBHS is unable to enter into an MOU or if an MOU is terminated, providing a description of the ICBHS's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)

C. ICBHS shall implement a transition of care policy that is consistent with federal requirements and complies with the Department's transition of care policy. (42 C.F.R. § 438.62(b)(1)-(2).)

IMPLEMENTATION: Counties shall implement the documentation requirements established in this BHIN effective July 1, 2022. The implementation shall include updating policies and procedures, as well as supporting materials for triennial (SMHS) or annual (DMC/DMCOPS) reviews to ensure compliance. Counties shall communicate these updates to providers as necessary

DISCIPLINARY ACTION:

If clinical and case management staff are out of compliance with any of the above requirements and standards, a request for assistance in creating protected time must be arranged immediately with the Clinical Administrator or the Deputy Director of Behavioral Health Services. Repeated incidents of non-compliance will result in disciplinary action according to Inyo County Division of Behavioral Health and Substance Use Disorders Programs - Policy and Procedure 7.1 Code of Conduct and Disciplinary Action

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: 2022 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:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See "Other Insurance Provisions" below.
2. **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. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.* See "Other Insurance Provisions" below.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor's letterhead certifying that contractor has no employees.* See "Other Insurance Provisions" below.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision 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. Professional liability or general liability may be endorsed to include cyber coverage.

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

Attachment D: 2022 Insurance Requirements for Professional Services

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of

Attachment D: 2022 Insurance Requirements for Professional Services

Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and 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 and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 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.

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.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

COUNTY OF INYO

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group, referred to herein as Business Associate (“BA”). This Agreement is effective as of _____, (the “Agreement Effective Date”).

RECITALS

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

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

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

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

1. Definitions

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

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Indent** shall have the same meaning given to such term at 45 C.F.R. Section 164.304.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law or as permitted by 45 C.F.R. Section 164.502(j); or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, unless the disclosure is required by law, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE, without unreasonable delay and in no case later than ten (10) calendar days after discovery, of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

3. Termination

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

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Lucy Vincent

SUBJECT: Contract with Inyo County Office of Education, North Star Counseling Program, for MHSA PEI Services

RECOMMENDED ACTION:

Request Board: A) declare Inyo County Office of Education (ICOE) of Independence, CA a sole-source provider for Prevention Early Intervention (PEI) Services; B) ratify and approve the contract between the County of Inyo and ICOE for the implementation of the Mental Health Services Act (MHSA) PEI North Star Counseling Program Services in an amount not to exceed \$80,000 for the period of August 1, 2022 through June 30, 2023, contingent upon the Board's approval the Fiscal Year 2022-2023 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This contract with the ICOE will continue to be part of the MHSA PEI plan. North Star Counseling is the sole source of low cost/no cost school-based early intervention counseling services for students that may not meet the specialty mental health medical necessity criteria for Medi-Cal services, as they are the only qualified provider in the area that can provide these services. The PEI funds will be used to partially support expanded school-based early intervention services for youth and families throughout the County. The program includes individual and group counseling for students and families.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny approval of this contract. This may result in a challenge to provide continued early intervention services for our youth, especially those affected by the COVID pandemic.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

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

ATTACHMENTS:

1. ICOE Northstar Contract Renewal FY 22-23
2. HIPAA Business Associate Agreement

APPROVALS:

Lucy Vincent	Created/Initiated - 7/21/2022
Darcy Ellis	Approved - 7/21/2022
Lucy Vincent	Approved - 8/8/2022
Anna Scott	Approved - 8/8/2022
Melissa Best-Baker	Approved - 9/20/2022
Stephanie Tanksley	Approved - 9/21/2022
John Vallejo	Approved - 9/21/2022
Amy Shepherd	Approved - 9/22/2022
Marilyn Mann	Final Approval - 9/22/2022

AGREEMENT BETWEEN COUNTY OF INYO

**AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF PREVENTION EARLY INTERVENTION (PEI) SERVICES**

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from 8/1/2022 to 6/30/2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

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

(§ 80,000. _____) (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, 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
HHS-Behavioral Health Department
1360 North Main Street, Ste. 124 Address
Bishop, CA 93514 City and State

Contractor:
Inyo County Office of Education Name
555 S. Clay Street Address
Independence, CA 93526 City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION**
FOR THE PROVISION OF PREVENTION EARLY INTERVENTION (PEI) SERVICES


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

COUNTY OF INYO

By: _____
Signature

Print or Type Name
Dated: _____

CONTRACTOR

By: 
Signature

Print or Type Name
Dated: 9/14/22

APPROVED AS TO FORM AND LEGALITY:

County Counsel


APPROVED AS TO ACCOUNTING FORM:



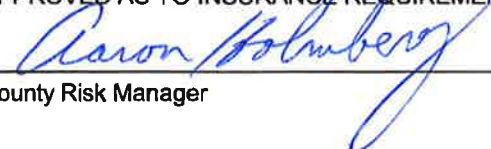
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF PREVENTION EARLY INTERVENTION (PEI) SERVICES**

TERM:

FROM: 8/1/2022 **TO:** 6/30/2023

SCOPE OF WORK:

Please see attached Proposal for Funding: North Star Counseling Services for scope of work. Contractor agrees to sign the HIPAA Business Associate Agreement herein attached.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF PREVENTION EARLY INTERVENTION (PEI) SERVICES**

TERM:

FROM: 8/1/2022 **TO:** 6/30/2023

SCHEDULE OF FEES:

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

Inyo County Office of Education

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

Proposal for Funding: North Star Counseling Services Fiscal Year July 2022- June 2023

OVERVIEW

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

GOALS

1. North Star Counseling Center will increase school-based mental health services by maintaining a full-time staffing of four therapists.
2. North Star Counseling Center and Inyo County Office of Education will facilitate Youth Mental Health First Aid training sessions roughly one time per month (September- May) for the 2022-23 school year.
3. North Star will continue to facilitate activities to reduce the negative feelings, attitudes, and beliefs associated with mental illness for our youth in an effort to reduce the stigma associated with mental health illness as well as promote suicide prevention and awareness efforts county-wide.

BUDGET SPECIFICATIONS

PEI Project	% of Proposal Budget	Estimated # served
School-Based Counseling	100%	35 clients
YMHFA Trainings	0%	150 professionals
Stigma Reduction/Suicide Prevention	0%	1000 students

Amount requested for the 2022-23 Year:	\$80,000
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PEI Project #1	Description	Goals/Outcomes	Cost
<p>Early Intervention: School-Based Mental Health Counseling Program</p>	<p>School-based mental health counseling addresses the needs of at-risk children, youth, and young adult populations and their families. School-based mental health counseling is a school-based approach to providing focused counseling services to students seeking support or needing interventions for academics, behavior, and attendance often due to deeper concerns relating to substance abuse, mental health, or social issues. School-based counseling also serves as a process that connects programs and services within and across school and community systems to create a network of support to help students. North Star Counselors, Associates, and Trainees identify students' specific needs, and assess these students' specific needs, and provide them with support and referral to appropriate resources.</p> <p>The range of School-Based Counseling services typically includes the following:</p> <ul style="list-style-type: none"> • Group Prevention Education • Individual and Group Counseling and Support Groups • School-Wide Awareness and Outreach Activities • Parent Programs (such as Triple P) • Referrals • School staff development • Resources 	<p>School-based mental health counseling is an Early Intervention activity to remove barriers to education so that a student may achieve socially, emotionally and academically. We would like to reduce behavioral and disciplinary violations and unhealthy/unsafe habits, and improve school attendance and academic performance.</p> <p>Outcomes for students</p> <ul style="list-style-type: none"> • Reduction in school violence and behavioral incidents • Reduction in self-harm, poor self-image and suicidal ideation • Improvement in school attendance • Improvement in academics <p>System/Community Improvements</p> <ul style="list-style-type: none"> • Increase in PEI activities in schools • Increase in number of students and families identified as needing and receiving school-based mental health services • Increase in the number of underserved populations receiving services • Reduction in disparities in access to mental health services • Reduction in stigma associated with accessing mental health services 	<p>\$80,000</p>

Proposed Activities for Expanded Services

1. Expanded School-Based Services

Additional mental health counselor will be hired to complete North Star Counseling with a staff of four counselors. Salary minimum **\$67,750** + sat. benefits **\$12,250** = **\$80,000**

2. Multi-disciplinary Team Meetings

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

- North Star Counseling Center facilitates these meetings
- Anticipate 2 meetings per month (September 2022- May 2023).

Total amount requested for this activity: \$80,000

Accountability and Reporting Data

- 1. Pediatric Symptoms Checklist:** North Star Counselors will administer the Pediatric Symptoms Checklist (PSC) upon in-take of each new student/family to obtain a baseline of cognitive, emotional and behavioral problems. It will be administered as a progress monitoring screen at roughly six weeks into treatment and again at 12 weeks into treatment.
 - PSC data will be submitted to Inyo County Behavioral Health at the end of each quarter (Oct. 2022, Jan. 2023, June 2023)
- 2. Demographic Data:** North Star Counselors will collect the requested demographic data for each client using the PEI Demographic Data form provided by Inyo County Behavioral Health
 - Demographic Data will be submitted at the end of each school based quarter (Oct. 2022, Jan. 2023, June 2023)
- 3. Outcome data:** North Star will conduct pre and post surveys/assessments to determine that level that mental health counseling is meeting the needs of the individual. This piece of data is still TBD dependent on what Inyo County Behavioral Health will be using.

Baseline of School-Based Mental Health Counseling

All therapists finished the 2021-22 school year with a full caseload and a waitlist of about 30 students due to one being out on maternity leave.

PEI Project #2	Description	Goals/Outcomes	Cost
<p>Prevention: Youth Mental Health First Aid Trainings for School Staff and Community Partners</p>	<p>Youth Mental Health First Aid (YMHFA) is designed to teach parents, family members, caregivers, teachers, school staff, peers, neighbors, health and human service workers and other community members how to help an adolescent (age 12-18) who is experiencing a mental health or addiction challenge or is in crisis. YMHFA is designed for adults who regularly interact with young people. The course introduces common mental health challenges for youth, reviews typical adolescent development, and teaches a 5-step action plan for how to help young people in both crisis and non-crisis situations. Topics covered include anxiety, depression, substance use, disorders in which psychosis may occur, disruptive behavior disorders (including AD/HD), and eating disorders.</p>	<p>The goal of YMHFA is for educators and community members that work with adolescents to have a 5-step action plan in place for how to help young people in crisis and non-crisis situations until appropriate mental health care can be provided.</p> <p>Outcomes for students</p> <ul style="list-style-type: none"> ● Connecting students with proper mental health support ● Reduction in self-harm, poor self-image and suicidal ideation ● Improvement in school attendance ● Improvement in academics <p>System/Community Improvements</p> <ul style="list-style-type: none"> ● Improvement in making appropriate referrals to community agencies ● Increase in number of students and families identified as needing and receiving school-based mental health services ● Increase in the number of underserved populations receiving services ● Reduction in disparities in access to mental health services ● Reduction in stigma associated with accessing mental health services 	<p>\$0- Not requesting money for these activities at this time.</p>

PEI Project #3	Description	Goals/Outcomes	Cost
<p>Prevention: Stigma Reduction</p>	<p>Stigma reduction is a collection of direct activities to reduce negative feelings, attitudes, beliefs, perceptions, and stereotypes related to being diagnosed with a mental illness, having a mental illness, or to seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families.</p>	<p>The goal of Stigma Reduction interventions aim to reduce the public's stigmatizing attitudes towards those with mental illness. For our adolescents we provide outreach opportunities to help reduce the stigma and the negative feelings towards mental health and in receiving help.</p> <p>Outcomes for students</p> <ul style="list-style-type: none"> ● Connecting students with proper mental health support ● Reduction in poor self-image, shame, and suicidal ideation ● Improvement in school attendance ● Improvement in academics <p>System/Community Improvements</p> <ul style="list-style-type: none"> ● Improvement in making appropriate referrals to community agencies ● Increase in number of students and families identified as needing and receiving school-based mental health services ● Increase in the number of underserved populations receiving services ● Reduction in disparities in access to mental health services ● Reduction in stigma associated with accessing mental health services 	<p>Not requesting funding for these activities at this time.</p>

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF PREVENTION EARLY INTERVENTION (PEI) **SERVICES****

TERM:

FROM: 8/1/2022 **TO:** 6/30/2023

SEE ATTACHED INSURANCE PROVISIONS

**Attachment C: 2022 Insurance Requirements for Professional Services
(Use only for contracts where a professional license is required)**

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:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See "Other Insurance Provisions" below.
2. **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. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.* See "Other Insurance Provisions" below.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor's letterhead certifying that contractor has no employees.* See "Other Insurance Provisions" below.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision 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. Professional liability or general liability may be endorsed to include cyber coverage.

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

**Attachment C: 2022 Insurance Requirements for Professional Services
(Use only for contracts where a professional license is required)**

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of

**Attachment C: 2022 Insurance Requirements for Professional Services
(Use only for contracts where a professional license is required)**

Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and 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 and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 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.

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.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

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

RECITALS

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

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

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

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

1. Definitions

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

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

2. **Obligations of Business Associate**

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

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

- obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(i)(G) and 165.528].
- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(i)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

3. Termination

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

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

County of Inyo

By: _____

Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

Inyo County Office of Education

By:  _____

Print Name: Barry D. Simpson

Title: Superintendent

Date: 9/14/22

CERTIFICATE OF LIABILITY COVERAGE

DATE 7/5/2022

COVERAGE PROVIDER: Self-Insured Schools of CA 2000 K Street Bakersfield CA 93301	NAMED COVERED MEMBER DISTRICT: Inyo County Office of Education PO Drawer G Independence CA 93526
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THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES FOR THE EFFECTIVE COVERAGE DATES AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOC'S IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOV'T CODE § 990 & 6500 ET SEQ.

CERTIFICATE NUMBER: 2

TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS (Each Occurrence)
GENERAL LIABILITY	General Liability* Employment Practices Educators' Legal Liability	SLP 7122 23 DEDUCTIBLE* \$ \$5,000	07-01-2022	07-01-2023	\$ 2,000,000
AUTOMOBILE LIABILITY	Automobile Liability** (All Owned, Hired, Leased, and Borrowed)**	SAP 7122 23 DEDUCTIBLE** \$ \$5,000 ACV COMP/COLL	07-01-2022	07-01-2023	\$ 2,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	E.L. Each Accident E.L. Disease - Ea. Employee E.L. Disease - Policy Limit	WC 7122 23	07-01-2022	07-01-2023	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
BLANKET BUILDINGS & PROPERTY	Blanket Buildings & Contents, Replacement Cost Rental Interruption, Actual Loss Sustained	SPP 7122 23 DEDUCTIBLE \$ 5,000	07-01-2022	07-01-2023	\$ 250,000

*Member districts with an ADA of less than 4,000 are subject to a liability deductible of \$25,000 for claims/suits resulting from sexual abuse and molestation. Members with an ADA of 4,000 or more are subject to a liability deductible of \$50,000 for claims/suits resulting from sexual abuse and molestation.
 **Collision/Comp deductible for buses is in the amount of \$5,000. Collision/Comp deductible for other vehicles is in the amount of \$2,500.

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES). NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED. ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

Description and Date(s) of Event/Operations/Locations/Vehicle (Additional remarks/schedule may be attached if more space is needed)

*As respects permits, grants, agreements and use of various facilities during the policy year for which the County of Inyo, its officers, officials, employees, agents, and volunteers are named as additional insureds. Includes Professional Liability (Errors & Omissions). Coverage is applicable for sexual abuse, harassment and molestation subject to the terms and conditions of the School Liability Program MOC No. SLP 7121 22. Coverage is primary and noncontributory. SISC hereby waives all right of subrogation.

CERTIFICATE HOLDER: County of Inyo Inyo County Risk Manager 163 May Street Bishop CA 93514	Cancellation of Coverage: If any of the policies described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions. Issuer of this Certificate: SELF-INSURED SCHOOLS OF CA 2000 K STREET BAKERSFIELD CA 93301 PHONE (661) 636-4495 FAX (661) 636-4868 E-mail Address: sisc_pl@siscschools.org
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COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

RECITALS

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

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

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

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

1. Definitions

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

3. Termination

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

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

Inyo County Office of Education

By: _____

By: 

Print Name: _____

Print Name: Barry D. Simpson

Title: _____

Title: Superintendent

Date: _____

Date: 9/14/22



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Serena Johnson

SUBJECT: Agreement between Inyo County and Kern Regional Center

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and Kern Regional Center of Bishop, CA for the provision of First 5 Community Grant services in an amount not to exceed \$10,000 for the period of September 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This item is coming before your Board late due to administrative challenges faced by the Public Health and Prevention Division during COVID-19 surges and staff vacancies during FY 21-22. From the onset of the Coronavirus pandemic, families across Inyo County have been struggling, and the organizations that serve them have experienced challenges as well. Each agency and organization helping young families is essential to the safety net and recovery of our community. At the April 23, 2020 First 5 Commission meeting, Commissioners discussed the importance of anticipating the needs of the community and ensure First 5 support is available into the future. To this end, the Commission approved \$40,000 each year for three years in Community Grant Funds to address impacts of COVID-19 in Inyo County on young children and their families. At the June 23, 2022 First 5 Commission meeting, Commissioners selected three Community Grant Projects that enhance existing community resources and connect systems of support to achieve positive change for children prenatal to age five and their families into the future.

The First 5 Inyo County Commission approved the Kern Regional Center application based on its merits, in the amount of \$10,000.00, which shall be used to provide concrete supports to families through hosting the annual Family Fun Day event and increase knowledge of parenting through Triple P Stepping Stones Group classes and Triple P Stepping Stones Seminar workshops. All activities must be completed by no later than June 30, 2023.

We respectfully request your Board approve the agreement with Kern Regional Center and authorize the Chairperson to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement, which would result in the First 5 Commission's inability to award supportive grant funding.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

100% State Funding. This contract will be budgeted in the First 5 budget (643000) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Kern Regional Center Contract

APPROVALS:

Serena Johnson	Created/Initiated - 9/13/2022
Darcy Ellis	Approved - 9/13/2022
Serena Johnson	Approved - 9/13/2022
Anna Scott	Approved - 9/13/2022
Melissa Best-Baker	Approved - 9/20/2022
John Vallejo	Approved - 9/20/2022
Amy Shepherd	Approved - 9/21/2022
Marilyn Mann	Final Approval - 9/21/2022

AGREEMENT BETWEEN COUNTY OF INYO

AND Kern Regional Center
FOR THE PROVISION OF First 5 Community Grant SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the First 5 Community Grant services of Kern Regional Center of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, 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 Marilyn Mann, whose title is: Health & Human Services Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from September 1, 2022 to June 30, 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

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

(\$ 10,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Health & Human Services - First 5</u>	Department
<u>1360 N. Main Street, Suite 203-D</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Kern Regional Center</u>	Name
<u>2957 E. Birch St.</u>	Address
<u>Bishop, CA 93514</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Kern Regional Center
FOR THE PROVISION OF First 5 Community Grant SERVICES

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: _____
Signature

Michelle A. Gates
Print or Type Name

Dated: 8/15/22

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Kern Regional Center
FOR THE PROVISION OF First 5 Community Grant SERVICES**

TERM:

FROM: 9/1/2022 **TO:** 6/30/2023

SCOPE OF WORK:

The Contractor shall provide concrete supports to families through hosting the annual Family Fun day event and increase knowledge of parenting through Triple P Stepping Stones Group classes and Triple P Stepping Stones Seminar workshops. Family Fun Day brings together agencies and programs that provide services and supports to children and their families. Triple P Stepping Stones supports parents of children with a disability interested in information about promoting their child's development. Contractor shall complete the tasks listed in this plan no later than June 30, 2023.

All publicity materials for the public produced pursuant to this agreement shall include "Funded by First 5 Inyo County" and/or the First 5 Inyo County logo.

The Contractor shall submit a final report to First 5 Inyo County director within 30 days of the conclusion of the project or contract. By signing this contract, Contractor confirms receipt of the report template and understanding of the reporting requirements.

The major services this contract addresses include:

1. September 2022: Host a Triple P Stepping Stones Group class
2. November 2022: Host a Triple P Stepping Stones Seminar workshop
3. January 2023: Continue alternating Group and Seminar, offering in total three Group classes and two Seminar series.
4. February 2023: Convene first planning meeting for Family Fun Day.
5. April 2023: Provide advertising and promotion to Family Fun Day.
6. May 2023: Hold Family Fun Day event
7. June 2023: Submit final report

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Kern Regional Center
FOR THE PROVISION OF First 5 Community Grant SERVICES**

TERM:

FROM: 9/1/2022 **TO:** 6/30/2023

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt of monthly invoices, the County agrees to compensate the Contractor for total expenditures in an amount not to exceed \$10,000, incurred from September 1, 2022 to June 30, 2023.

Actual operating expenses are to be invoiced to First 5 Inyo County after service delivery on a monthly basis, 15 days after the last day of the month, listed below. Expenditures should not deviate from the proposed budget categories by more than \$1,000 without the express written permission of the First 5 Inyo County Commission.

Notwithstanding paragraph 3 E, Billing and Payment, monthly invoices with attached expenditure sheets and fiscal receipts including supporting documentation to what is being claimed for the indirect costs should be received by First 5 Inyo County no later than 15 days after the end of the month.

In the event that invoices or reports are late, the First 5 Inyo County Commission retains the right to withhold payment until satisfactory receipt and review of those materials has taken place. Habitual tardiness over two or more due dates in provision of such agreed invoices or reports, is cause for the First 5 Inyo County Commission to review this contract for reduction or cancellation.

Invoice Due Dates: October 15, 2022; November 15, 2022; December 15, 2022; January 15, 2023; February 15, 2023; March 15, 2023; April 15, 2023; May 15, 2023; June 15, 2023; and July 15, 2023. If all expenses are invoiced early in the contract year, invoices with a zero balance do not need to be submitted.

Budget Anticipated Detail: The budget may change due to staffing or supply costs but will not exceed the contract amount. Any requested budget changes will be reported and the First 5 Inyo Commission will be allowed the opportunity to ask questions.

Total Personnel Expenses - \$2,240

(Triple P Facilitator - \$2,240: preparation, delivery, and wrap-up of Triple P classes)

Total Operating Expenses- \$6,760

(Incentives - \$1,500: 30 individual \$50 gift cards for graduating Triple P families)

(Food - \$500: \$100 per Triple P session)

(Printing - \$285: printing costs for Triple P handouts and flyers to promote classes and Family Fun day)

(Advertising - \$1,485: promotion for Triple P classes and Family Fun Day)

(Back Packs - \$2,200: 500 back packs for Family Fun Day)

(Brochures - \$790: 500 brochures for Family Fun Day)

Total Indirect Costs- \$1,000

Total Budget - \$10,000

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Kern Regional Center**
FOR THE PROVISION OF First 5 Community Grant SERVICES

TERM:

FROM: 9/1/2022 **TO:** 6/30/2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2022 Insurance Requirements for Professional Services – First 5

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:

1. **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 for contracts with not to exceed values less than \$75,000. For larger contracts, the above described per occurrence limit must be not less than \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. **For contracts involving work with or service to minors (i.e., persons under the age of 18), sexual assault and misconduct (“SAM”) coverage is required with limits no less than \$1,000,000 per occurrence.** The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See “Other Insurance Provisions” below.
2. **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. *Provision may be waived with signed letter on contractor’s letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.* See “Other Insurance Provisions” below.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor’s letterhead certifying that contractor has no employees.* See “Other Insurance Provisions” below.
4. **Professional Liability** insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. *Check with Risk Management.*
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be considered waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI) pertaining to persons to whom services are provided under this contract. 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. Professional liability or general liability may be endorsed to include cyber coverage.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

Attachment C: 2022 Insurance Requirements for Professional Services – First 5

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

Attachment C: 2022 Insurance Requirements for Professional Services – First 5

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and 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 and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 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.

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.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

-end-



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Cathreen Richards

SUBJECT: USGS JFA

RECOMMENDED ACTION:

Request Board approve the Joint Funding Agreement with the U.S. Geological Survey for wells and wrings monitored in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2022 through September 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The County has been participating in licensing activities being conducted by U.S. Nuclear Regulatory Commission (NRC) concerning the proposed Repository for High Level Nuclear Waste at Yucca Mountain for many years. Numerous agencies have groundwater monitoring wells in the Amargosa desert, including the U.S. Geological Survey (USGS), National Park Service (NPS), U.S. Fish and Wildlife Service (USFS), Bureau of Land Management (BLM), and Nye County. Many of these wells were developed in relation to the Yucca Mountain program, including several wells developed by Inyo County.

The USGS monitors wells in the network and archives the data. This information is valuable to the County's Yucca Mountain program because if licensing proceedings re-initiate in the future, the data will provide greater clarity about the groundwater link between the proposed Repository site and Inyo County. The County has been participating in the monitoring of the Amargosa Well network, and the Joint Funding Agreement (JFA) between the County and USGS will expire September 30, 2022. County staff has coordinated with USGS to prepare the attached new JFA for the network to continue the County's participation in the program. As discussed above, the network provides valuable data for the County's Yucca Mountain program, and staff recommends that the County continue to participate in the program by providing funding to the USGS for its monitoring activities.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the JFA. This is not recommended because the Amargosa well network provides valuable information relevant to the County's Yucca Mountain program. The Board could also direct staff to collect additional information and return for reconsideration at a future date.

OTHER AGENCY INVOLVEMENT:

USGS, NPS, FWS, BLM, and Nye County

FINANCING:

Resources for the JFA are budgeted within Yucca Mountain Oversight Budget #620605. Fund balance is available to finance this work.

ATTACHMENTS:

1. Joint Funding Agreement

APPROVALS:

Cathreen Richards	Created/Initiated - 9/13/2022
John Vallejo	Approved - 9/13/2022
Amy Shepherd	Approved - 9/15/2022
Darcy Ellis	Approved - 9/15/2022
Cathreen Richards	Approved - 9/16/2022
John Vallejo	Final Approval - 9/16/2022



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Nevada Water Science Center
2730 N Deer Run Rd., Suite 3
Carson City, NV 89701

September 13, 2022

Dan Totheroh, Chairperson
Inyo County, Board of Supervisors
C/o Yucca Repository Assessment Office
P.O. Drawer L
Independence, CA 93526

Dear Mr. Totheroh:

The Nevada Water Science Center thanks you for your continued support of the water-level and spring discharge monitoring program conducted cooperatively between the U.S. Geological Survey and the County of Inyo, California and other cooperators. The purpose of this study is to maintain a water-level and spring discharge monitoring network in the Amargosa Desert. The total cost to the County of Inyo is \$8,000 for operation and maintenance (O&M) of this program for the period of October 1, 2022 - September 30, 2023. Pending availability of Cooperative Matching Funds from the Cooperative Water Program, we will contribute \$6,026.

If you approve this work and the funding required, please sign the attached joint funding agreement and return a scanned copy to NVFinance@usgs.gov. Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

Sincerely,

JILL
FRANKFORTER

Digitally signed by JILL
FRANKFORTER
Date: 2022.09.13
11:09:10 -07'00'

Jill D. Frankforter
Director

Enclosures

cc: Geoff Moret, Jon Wilson, USGS
NV Finance

23ZJJFA00103

USGS Nevada Water Science Center

2730 N. Deer Run Road, Suite 3
Carson City, NV 89701
Fax: 775-887-7629
DUNS: 178930541

County of Inyo, California

Yucca Mountain Repository Assessment Office
PO Drawer L
Independence, CA 93526
Phone: 760-878-0263
Fax: 760-878-0382
TID: 95-6000545
DUNS: 010706687

Technical Contact

Geoff Moret
702-293-6038
gmoret@usgs.gov

Technical Contact

Catherine Richards, Planning Director
760-878-0447
crichards@inyocounty.us

Executive Contact

Jill D. Frankforter, Director
775-887-7658

Executive Contact

Dan Tothoroh, Chairperson
760-878-0268

Billing Contact

Helen Houston, Budget Analyst
775-887-7655
NVFinance@usgs.gov

Billing Contact

Paula Riesen, Project Coordinator
760-878-0263
piresen@inyocounty.us

Any updates to contact information can be submitted to NVFinance@usgs.gov.

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 6000001003
Agreement #: 23ZJFA00103
Project #: ZJ00EBM
TIN #: 95-6005445**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Inyo (Yucca Mountain Repository) party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with the water-level and spring discharge monitoring network in the Amargosa Desert, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$6,026 by the party of the first part during the period October 1, 2022 to September 30, 2023
- (b) \$8,000 by the party of the second part during the period October 1, 2022 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001003
Agreement #: 23ZJFA00103
Project #: ZJ00EBM
TIN #: 95-6005445

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Geoffrey Moret
Chief, Southern NV Studies Section
Address: 500 Date Street
Boulder City, NV 89005
Telephone: (702) 294-6038
Fax: (702) 294-7858
Email: gmoret@usgs.gov

Customer Technical Point of Contact

Name: Catherine Richards
Planning Director
Address: C/O Yucca Repository Assessment
Office P.O. Drawer L
Independence, CA 93526
Telephone: (760) 878-0447
Fax:
Email: crichards@inyocounty.us

USGS Billing Point of Contact

Name: Helen Houston
Budget Analyst
Address: 2730 N. Deer Run Road Suite 3
Carson City, NV 89701
Telephone: (775) 887-7655
Fax: (775) 887-7602
Email: hhouston@usgs.gov

Customer Billing Point of Contact

Name: Paula Riesen
Project Coordinator
Address: Yucca Mtn. Repository Assessment
Office PO Drawer L
Independence, CA 93526
Telephone: (760) 878-0263
Fax:
Email: priesen@inyocounty.us

U.S. Geological Survey
United States
Department of Interior

County of Inyo (Yucca Mountain Repository)

Signature

JILL
FRANKFORTER
By _____ Date: _____
Name: Jill D. Frankforter
Title: Director

Digitally signed by
JILL FRANKFORTER
Date: 2022.09.13
11:09:45 -07'00'

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



County of Inyo



Public Works - Road Department

CONSENT - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Donald Gockley

SUBJECT: Approval of Road Closures for Big Pine Paiute Tribe Fall Fandango Event

RECOMMENDED ACTION:

Request Board approve the closure of a portion of Bartell Road in Big Pine on October 8, 2022, between the hours of 8 a.m. and 12 p.m., to accommodate the Big Pine Paiute Tribe Fall Fandango event.

SUMMARY/JUSTIFICATION:

The Big Pine Paiute Tribe has submitted an application for a special event permit, and is requesting permission to close a portion of Bartell Road as depicted in the attached map, for their annual Fall Fandango parade and event. The parade will take place on Hill Street, Bartell Road, and Richards Road. Bartell is the only road involved that is under County jurisdiction.

The Big Pine Paiute Tribe will be required to send notices of road closure to residents whose access will be affected by the closure at least 48 hours prior to the event. Notices should be posted throughout the community of Big Pine and in the Post Office & Tribal Offices.

BACKGROUND/HISTORY OF BOARD ACTIONS:

This is an annual event that takes place every year. Your Board has approved this closure in years past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the proposed road closure, and the Big Pine Paiute Tribe would have to hold the event on non-County Roads.

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

ATTACHMENTS:

1. Special Event 22-17 Application

APPROVALS:

Donald Gockley
Darcy Ellis
Donald Gockley
Shannon Platt
Michael Errante

Created/Initiated - 9/6/2022
Approved - 9/6/2022
Approved - 9/6/2022
Approved - 9/7/2022
Final Approval - 9/7/2022



ROAD DEPARTMENT
 P.O. DRAWER Q – 168 N. EDWARDS STREET
 INDEPENDENCE, CA 93526
 PHONE: (760) 878-0201
 FAX: (760) 878-2001

**COUNTY
 OF
 INYO**

Michael Errante, Public Works Director
 Shannon Platt, Road Superintendent

(For County Use Only)
 Permit #: SE22-17
 Fee: N/A
 Receipt: N/A
 Issue Date: 9/6/2022
 Expires: 10/8/2022
 By: DG

APPLICATION FOR A SPECIAL EVENT PERMIT

Big Pine Paiute Tribe
 Applicant/Permittee
825 S. main street
 Address
PO Box 700
Big Pine CA 93513
 City/State/Zip Code

8/18/2022
 Date
Eva Bacoch
 Contact Person
760 938 2870
 Phone
760 938 2942
 E-Mail

PARADE DANCE RACE OTHER

DESCRIBE THE EVENT IN DETAIL. INCLUDE MAP OR DRAWING.
We will be having our Annual Fall Fandango Parade.
Start time is 10am, line up and judging begins at 8am

NAME OF ROAD (S) OR INYO COUNTY PROPERTY: Bartell Rd. (from ^{HWY} 395 to
Richard St.) Crater St. (from intersection Bowers St. to interse-
ction Sepsey Street.
 REQUESTED DATE (S) OF PERMIT: October 8, 2022

ROAD CLOSURE: YES NO HOURS: 8 am/pm to 12 am/pm on 10/8/22

TRAFFIC CONTROL NEEDED: YES NO

(TRAFFIC CONTROL SHALL BE PROVIDED BY CHP OR INYO COUNTY SHERIFF)

SPECIAL CONDITIONS: N/A

LIMITATION OF INYO COUNTY'S LIABILITY

The County of Inyo, its officers, agents and employees, including but not limited to the Director of Public Works, shall not be answerable, accountable or liable in any manner for injury to, or death of, any person resulting from activities conducted pursuant to this Permit, including but not limited to injuries to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or any other person, or for damage to property from any cause.

Permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the use of the facilities or the activities of Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except such loss or damage which is caused by the sole active negligence or willful misconduct of the County.

Permittee'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 Permittee to procure and maintain a policy of insurance. Insurance Requirements are attached as Attachment 1.

ACKNOWLEDGMENT AND AGREEMENT OF PERMITTEE

Permittee has read and understands this permit application form and the terms and conditions herein and, as a condition of receiving the permit, agrees to the same.

PERMITTEE SIGNATURE: EM BACCOLES DATE: 8/25/22

County use only below this line

INSURANCE APPROVED: YES () NO ()

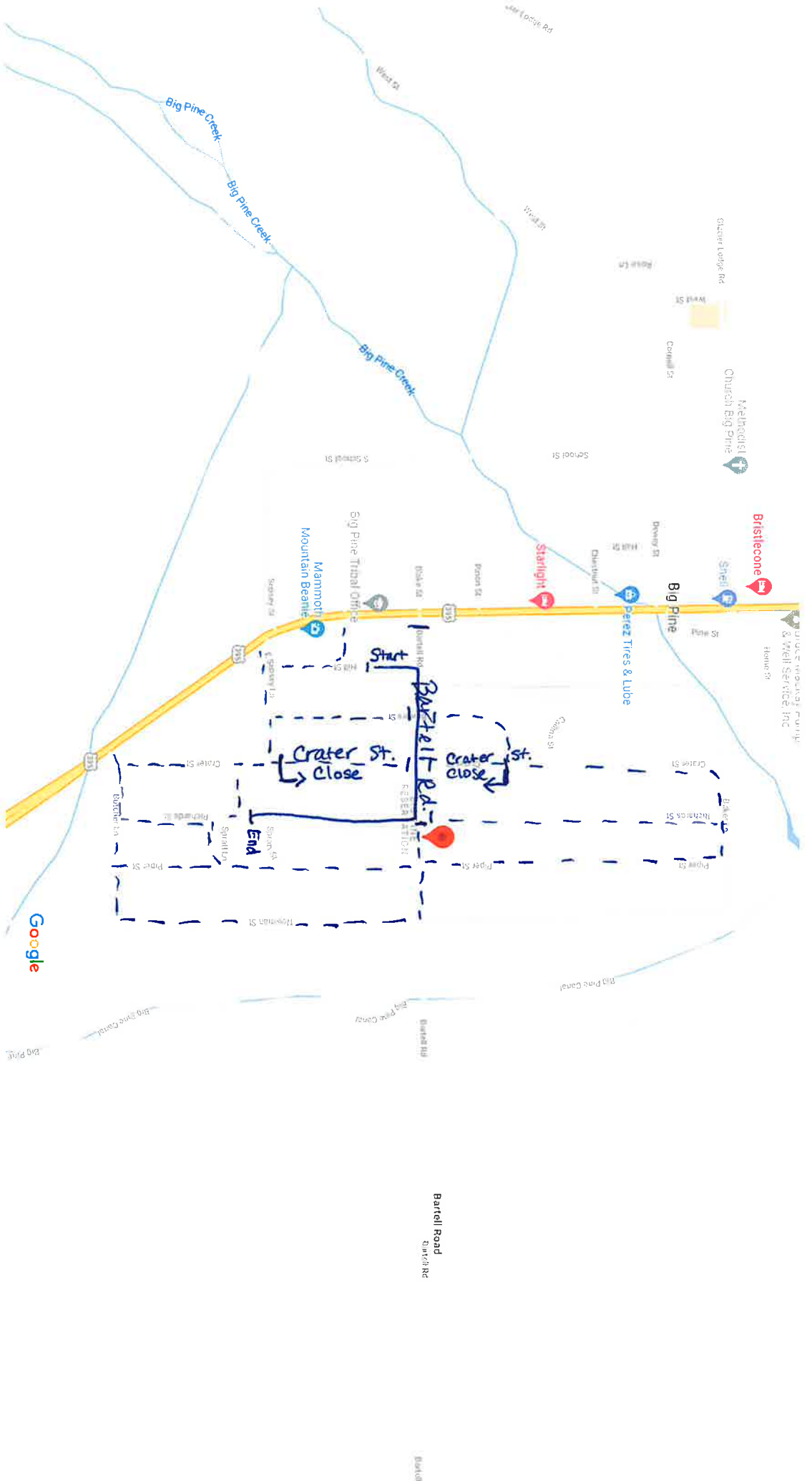
ATTACHMENTS: _____

COPIES TO: _____

THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO OTHER ENCROACHMENT OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED.

APPROVED BY: Donald Gockley Jr DATE: 9/6/2022

PERMIT NUMBER SE22-17



Map data ©2022 Google 500 ft

Parade route Begin line up on Hill St. Down Bartell, Left on Richard
 Detour route everyone will have access to thru while parade is going.

Closing Bartell from Hwy 395 to Richards St.
 Closing Crater St. from Sepsey Lane to Bowers on N. Crater St.

2022 Fall Fandango Big Pine Paiute Tribe



Bartell Rd



ROAD DEPARTMENT
 168 N. EDWARDS ST. - P.O. DRAWER Q
 INDEPENDENCE, CA 93526
 PHONE: (760) 878-0201
 FAX: (760) 878-2001

**COUNTY
 OF
 INYO**

Michael Errante, Public Works Director
 Shannon Platt, Road Superintendent

COUNTY OF INYO LOAN AGREEMENT

LOANEE: Big Pine Paint & T rube	ORGANIZATION: Community Outreach Program
Address: 825 S. Main St. Big Pine CA 93513	Phone: 760 938-2003

The **Loanee** has received, as a loan from the Inyo County Road Department, the following items:

QTY.	Item Description
2	Right Detour Signs
1	Left Detour Sign
7	Road Closed Signs
12	28" Cones
4	Barricades

QTY.	Item Description

The Loanee accepts full responsibility for the maintenance of this equipment during the loan period. The Loanee agrees to pay to the Inyo County Road Department the full replacement cost at new equipment prices for any equipment lost, stolen or damaged beyond repair during the time of the loan period or replace any lost, stolen, or damaged beyond repair equipment with equal or better equipment that is acceptable to the Inyo County Road Department.

The Loanee accepts full responsibility for any liability incurred from the use or misuse of this equipment and hold harmless the County of Inyo for any liability incurred from the use or misuse of this equipment.

The Loanee agrees to return to the Inyo County Road Department any or all loaned equipment within the time specified below. All loaned equipment will be returned in the same condition as received by Loanee from the Inyo County Road Department.

Loanee Signature: EM Bacoch	Date: 8/17/22	
Requested Issue Date:	Issue Date:	Condition:
Received By:	Replacement Cost:	
Date to be Returned:	Per:	Balance Due:

Loan Agreement must be submitted at least 10 DAYS in advance of Requested Issue Date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/02/2022

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

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

PRODUCER McCann Risk Solutions LLC 4301 N. 75th Street #101 Scottsdale, AZ 85251	CONTACT NAME: Dennis McCann PHONE (A/C No. Ext): (602) 516-4222 E-MAIL ADDRESS: dennis.mccann@mccannrisk.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE INSURER A: AMERIND Risk Management Corporation		NAIC #
INSURED Big Pine Paiute of the Owens Valley 825 South Main Street Big Pine, CA 93513	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TG 143-04	10/30/2021	10/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TG 143-04	10/30/2021	10/30/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the facility, including work or operations performed by or on behalf of the Big Pine Paiute of the Owens Valley and materials, parts or equipment furnished in connection with such work or operation for the Fandango Parade event on October 8, 2022. The insurance company agrees to waive all rights of subrogation against County of Inyo for losses paid under the terms of any policy covering the facility use or any activities of the Big Pine Paiute of the Owens Valley, his guests, agents, representatives, employees and subcontractors

CERTIFICATE HOLDER**CANCELLATION**

County of Inyo Road Department P.O. Drawer Q-168 N. Edwards Street Independence, CA 93526	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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County of Inyo

Water Department

CONSENT - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Aaron Steinwand

SUBJECT: Request to Forward Well Permits to the Owens Valley Groundwater Authority

RECOMMENDED ACTION:

Request Board approve request from Owens Valley Groundwater Authority to forward well permit applications for OVGA input and direct staff to implement appropriate procedures.

SUMMARY/JUSTIFICATION:

The Sustainable Groundwater Management Act (SGMA) provides a number of methods for Groundwater Sustainability Agencies (GSAs) like the OVGA to help avoid undesirable impacts arising from groundwater pumping. Water Code section 10726.4(b) provides that GSAs may request to be provided well permits before approval by the County.

The OVGA prepared an online public database of groundwater production and monitoring well locations and data, and included a management action in the Groundwater Sustainability Plan (GSP) for staff to review applications for new wells as the preferred method to maintain an up-to-date list of wells in the Basin. The OVGA may provide comments on new well permits if a proposed new production well could potentially interfere with attaining the Sustainable Management Criteria established in the GSP. The Basin is currently ranked as low priority, and the agency has not elected to exercise their authority to regulate pumping.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board of Supervisors could decline to grant the request from the OVGA. In that situation, the County's consideration of well permits would not benefit from the expertise of the OVGA to address potential concerns related to SGMA and the GSP. Another data transfer procedure between the OVGA and the County would likely be necessary to ensure the publicly accessible well database remains current.

OTHER AGENCY INVOLVEMENT:

Owens Valley Groundwater Authority
Inyo County Environmental Health

FINANCING:

N/A

ATTACHMENTS:

1. OVGA Signed Request for Inyo County Well Permits

APPROVALS:

Aaron Steinwand	Created/Initiated - 9/9/2022
Darcy Ellis	Approved - 9/13/2022
Aaron Steinwand	Approved - 9/13/2022
John Vallejo	Approved - 9/13/2022
Amy Shepherd	Final Approval - 9/15/2022



OWENS VALLEY GROUNDWATER AUTHORITY

Members: Big Pine CSD — City of Bishop — County of Inyo — Indian Creek-Westridge CSD
Interested Parties: Lone Pine Paiute Shoshone Tribe – Owens Valley Committee

P.O. Box 337
135 Jackson Street
Independence, CA 93526

Phone: (760) 878-0001
Fax: (760) 878-2552
www.inyowater.org

August 25, 2022

VIA Electronic Mail
dellis@inyocounty.us

Inyo County
c/o Darcy Ellis Asst. Board Clerk

Re: Coordination of Well Permitting Activities with the OVGA

Honorable Board of Supervisors,

As you are aware, the Sustainable Groundwater Management Act provides a number of new methods for Groundwater Sustainability Agencies like the OVGA to help avoid undesirable impacts arising from groundwater pumping. One such method is provided for in Water Code section 10726.4(b), which states in part:

“...[a] groundwater sustainability agency may request of the county, and the county shall consider, that the county forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the groundwater sustainability agency before permit approval.”

Please accept this letter as the OVGA’s request to Inyo County for the County to forward all groundwater well permit requests to the OVGA for the OVGA’s consideration and input prior to the County issuing any such permits. This coordination will allow the OVGA to better understand the impacts groundwater pumping has on the Owens Valley Groundwater Basin, and maintain an up-to-date and publicly accessible database of monitoring and extraction facilities.

The OVGA Executive Manager will be present at the Inyo County Board of Supervisors meeting during which you consider this request to discuss any questions your Board may have.

A handwritten signature in blue ink that reads "Aaron S".

Aaron Steinwand
Executive Manager
Owens Valley Groundwater Authority



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Denelle Carrington

SUBJECT: Adoption of the Fiscal Year 2022-2023 Final Board Approved Budget

RECOMMENDED ACTION:

Request Board:

A) Conduct a review and discussion of the Fiscal Year 2022-2023 Final Board Approved Budget, including but not limited to:

1. Those changes to the CAO Recommended Budget that were directed by the Board to be included in the Final Budget; and

2. Any other changes which may be made as a result of today's discussion;

B) Adopt the Fiscal Year 2022-2023 as recommended by the County Administrator and as amended, and as directed on September 20, 2022; and

C) Approve Resolution No. 2022-36 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a Final Budget for Fiscal Year 2022-2023," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

On September 20, 2022, your Board closed Budget Hearings for Fiscal Year 2022-2023 and directed the County Administrator to make all changes necessary to compile the Final Board Approved Budget for Fiscal Year 2022-2023. Consequently, the County Budget document contains a countywide estimated revenue total of \$121,467,746, and \$131,981,852 in projected expenditures. The amount of the General Fund portion of the County Budget is \$73,803,176 in revenues, and \$79,585,818 in expenditures.

As directed during the Budget Hearings, this includes:

- adding \$351,247 to the General Fund Contingencies budget;
- adding \$500,000 to General Reserves;
- adding \$300,000 to the OPEB Contribution;
- adding \$500,000 to the Accumulated Capital Outlay budget

On September 20th, the Auditor-Controller certified the Final Fund Balance for the year ending June 30, 2022 as \$5,782,642, which is \$1,651,247 more than was used to balance the Recommended Budget. The changes directed by your Board fully appropriate this unbudgeted portion of Fund Balance.

Fiscal Year 2022-2023 Recommended Board Approved Budget for the General Fund

The expenditure total in this recommended Final Board Approved Budget for the General Fund is \$79,585,818, which is \$1,651,427 higher than the CAO Recommended Budget. A summary of the General Fund is included as Attachment A. The increases in expenditures are due to the net effect of the following changes;

Actions Directed by your Board or Recommended By Staff during Budget Hearings - General Fund

1. Increase expense in the Contingencies budget by \$351,247
2. Increase expenses in the General Revenues & Expenditures budget by \$1,300,000 to fund a \$500,000 contribution to the General Reserve Fund; a \$300,000 contribution to the County's OPEB Trust for funding future retiree healthcare benefits; and \$500,000 to the Accumulated Outlay Budget.

Actions Recommended by Staff After Budget Hearings - General Fund

Staff has no subsequent recommendations to change revenues and expenditures in General Fund Budgets from those comprising the CAO Recommended Budget or otherwise directed by, or discussed with your Board during the Budget Hearings.

Fiscal Year Recommended Board Approved Budget for Non-General Funds

The expenditure total in this recommended Final Board Approved Budget for Non-General Funds is \$52,396,034, which is the same as the CAO Recommended Budget. Revenues are \$47,664,570, which is \$1,000,000 higher than the CAO Recommended Budget. A summary of the Non-General Fund is included as Attachment B.

Actions Directed By Your Board or Recommended by Staff During Budget Hearings - Non-General Fund

1. Increase Operating Transfers In into the General Reserves Fund by \$500,000
2. Increase Operating Transfers In into the Accumulated Capital Outlay budget by \$500,000

Actions Recommended By Staff After Budget Hearings - Non-General Fund

Staff recommends increasing the Non-General Fund Budget as follows:

1. Increase State Grants by \$197,681 and Operating Transfers In by \$52,000 for a total increase of \$249,681
2. Increase Structures & Improvements by \$249,681

The Budget Team created a new budget in the CAO Recommended Budget for the Diaz Lake Dock Grant project. Unfortunately, the budget reports for this new budget were inadvertently left out of all of the Budget documents. This action allows the budget numbers to be included in the total amounts for both the CAO Recommended and the Board Approved Budgets and recognizes the new Diaz Lake Dock Grant Budget - 670300.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board has the alternative to not approve the Budget for Fiscal Year 2022-2023, in whole or in part as recommended by the CAO and/or modify the Budget as presented and provide additional direction to staff.

OTHER AGENCY INVOLVEMENT:

The Fiscal Year 2022-2023 CAO Recommended Budget is currently based on direction provided by your Board

and recommendations made by staff during the Budget Hearings, and developed with significant support from the Auditor-Controller, Personnel, and all County departments.

FINANCING:

This item sets the Fiscal Year 2022-2023 countywide spending plan at a total amount of \$131,981,852. The General Fund portion totals \$79,585,818.

ATTACHMENTS:

1. FY 22-23 Budget Adoption Resolution
2. Attachment A - Board Approved General Fund Budget 22-23
3. Attachment B - Board Approved Non-General Fund Budget 22-23

APPROVALS:

Denelle Carrington	Created/Initiated - 9/21/2022
Darcy Ellis	Approved - 9/21/2022
Denelle Carrington	Approved - 9/21/2022
John Vallejo	Approved - 9/21/2022
Amy Shepherd	Approved - 9/21/2022
Leslie Chapman	Final Approval - 9/21/2022

RESOLUTION No. 2022-36

**A RESOLUTION OF THE
BOARD OF SUPERVISORS,
COUNTY OF INYO,
STATE OF CALIFORNIA,
ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2022-2023**

WHEREAS, the Government Code requires the County to conduct Budget Hearings prior to adopting a Final Budget; and

WHEREAS, the Government Code requires the Final Budget to be adopted no later than October 2nd of each fiscal year; and

WHEREAS, the Inyo County Board of Supervisors has conducted and concluded Budget Hearings on September 20, 2022, and has received input and recommendations and, at the conclusion of the Budget Hearings, directed the preparation of the Final Budget; and

WHEREAS, the Final Budget has been prepared in accordance with the Government Code and the Board of Supervisors' directions during Budget Hearings; and

WHEREAS, the Final Budget specifies all of the following: appropriations by objects of expenditure within each budget unit, except for capital assets that are appropriated at the subobject level pursuant to Government Section 29008; other financing uses by budget unit; Intrafund transfers by budget unit; transfers-out by fund; appropriations for contingencies, by fund; provisions for nonspendable, restricted, committed, and assigned fund balances, by fund and purpose; and the means of financing the budget requirements; and

WHEREAS, the Inyo County Board of Supervisors desires to approve the Final Budget as presented by the Budget Officer and the Auditor-Controller.

NOW, THEREFORE BE IT RESOLVED that the Inyo County Board of Supervisors hereby adopts the Fiscal Year 2022-2023 Final Budget for the County of Inyo as set forth in the attached documents, which are incorporated herein by reference.

PASSED AND ADOPTED, this 27th day of September, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Inyo County Board of Supervisors

*Attest: Nathan Greenberg
Clerk of the Board*

Darcy Ellis, Assistant Clerk to the Board

ATTACHMENT A

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2022 TODAY'S DATE: 09/21/2022
 FOR FISCAL YEARS: 07/01/2020 - 06/30/2023

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2021	06/30/2022	06/30/2022	06/30/2022	06/30/2023	06/30/2023	06/30/2023
FUND: 0001 GENERAL FUND								
REVENUES:								
4001	CURRENT SECURED TAXES	\$13,642,744	\$13,542,686	\$13,542,686	\$14,158,973	\$14,583,743	\$14,583,743	\$14,583,743
4004	CURRENT UNSECURED TAXES	\$1,026,125	\$935,602	\$1,065,000	\$1,070,451	\$1,180,000	\$1,180,000	\$1,180,000
4005	CURRENT UNSECURED AIRCRAFT TAX	\$11,555	\$20,000	\$17,000	\$12,419	\$15,000	\$15,000	\$15,000
4008	SB813 DISTRIBUTIONS	\$0	\$60,000	\$100,000	\$180,021	\$100,000	\$100,000	\$100,000
4021	PRIOR YEAR SECURED TAXES	\$152,638	\$130,000	\$137,000	\$137,805	\$145,000	\$145,000	\$145,000
4023	PRIOR YEAR UNSECURED TAXES	\$0	\$30,000	\$30,000	\$0	\$30,000	\$30,000	\$30,000
4041	PENALTIES ON DELINQUENT TAXES	\$181,277	\$200,000	\$200,000	\$82,159	\$250,000	\$250,000	\$250,000
4042	COSTS OF DELINQUENT COLLECTION	\$4,970	\$11,000	\$11,000	\$0	\$11,000	\$11,000	\$11,000
	TAXES - PROPERTY	\$15,019,311	\$14,929,288	\$15,102,686	\$15,641,829	\$16,314,743	\$16,314,743	\$16,314,743
4082	REAL PROPERTY TRANSFER TAX	\$123,300	\$91,000	\$147,500	\$152,519	\$115,000	\$125,000	\$125,000
4083	TRANSIENT OCCUPANCY TAX	\$2,782,650	\$3,000,000	\$3,480,000	\$4,413,833	\$3,800,000	\$3,800,000	\$3,800,000
	TAXES - OTHER	\$2,905,950	\$3,091,000	\$3,627,500	\$4,566,352	\$3,915,000	\$3,925,000	\$3,925,000
4062	SALES TAX	\$1,591,552	\$1,500,000	\$1,650,000	\$2,189,484	\$1,650,000	\$1,650,000	\$1,650,000
	TAXES - SALES	\$1,591,552	\$1,500,000	\$1,650,000	\$2,189,484	\$1,650,000	\$1,650,000	\$1,650,000
4101	ANIMAL LICENSES	\$9,524	\$30,000	\$10,000	\$11,591	\$10,000	\$10,000	\$10,000
4131	CONSTRUCTION PERMITS	\$365,407	\$320,000	\$320,000	\$354,735	\$340,000	\$340,000	\$340,000
4135	FEES FOR CONTINUING EDUCATION	\$1,023	\$10,140	\$10,140	\$8,516	\$6,820	\$6,820	\$6,820
4156	RECLAMATION PLAN FEES	\$29,524	\$14,000	\$14,000	\$32,400	\$18,000	\$18,000	\$18,000
4161	FRANCHISE FEES	\$220,873	\$214,500	\$214,500	\$238,723	\$235,400	\$235,400	\$235,400
4170	WELL PERMITS	\$19,993	\$16,000	\$8,700	\$8,648	\$8,000	\$8,000	\$8,000
4171	D H R PERMITS	\$750	\$605	\$605	\$648	\$605	\$605	\$605
4172	SEWER APPLICATIONS	\$10,241	\$6,500	\$5,500	\$4,786	\$5,500	\$5,500	\$5,500
4174	WELL & WATER SYSTEM PERMITS	\$60,041	\$3,556	\$3,556	\$3,726	\$2,540	\$2,540	\$2,540
4175	PERMITS TO OPERATE	\$1,384	\$1,480	\$1,480	\$1,305	\$1,300	\$1,300	\$1,300
4176	LICENSES	\$10,796	\$7,500	\$8,000	\$7,912	\$7,000	\$8,000	\$8,000
4177	GUN PERMITS	\$4,452	\$4,500	\$4,500	\$5,365	\$4,000	\$4,500	\$4,500
4178	FINGERPRINT PERMITS	\$14,657	\$12,000	\$6,200	\$5,259	\$10,000	\$10,000	\$10,000
4179	EXPLOSIVE PERMITS	\$2	\$10	\$10	\$10	\$10	\$10	\$10
4180	DEVICE REGISTRATION FEE	\$67,799	\$66,500	\$66,500	\$70,209	\$70,000	\$70,000	\$70,000
4182	SWIMMING POOL PERMITS	\$10,384	\$9,500	\$8,000	\$10,200	\$8,000	\$8,000	\$8,000

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

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FOR FISCAL YEARS: 07/01/2020 - 06/30/2023

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2021	06/30/2022	06/30/2022	06/30/2022	06/30/2023	06/30/2023	06/30/2023
4183	FOOD ESTABLISHMENT PERMITS	\$35,671	\$34,000	\$34,000	\$53,172	\$47,000	\$47,000	\$47,000
4184	SEWAGE PUMP VEHICLE PERMIT	\$1,360	\$1,300	\$1,300	\$1,190	\$1,300	\$1,300	\$1,300
4186	DEVICE REPAIRMAN LICENSE	\$249	\$250	\$0	\$176	\$250	\$250	\$250
	LICENSES & PERMITS	\$864,133	\$752,341	\$716,991	\$818,574	\$775,725	\$777,225	\$777,225
4211	CRIMINAL FINES	\$251	\$20,200	\$20,337	\$3,786	\$31,000	\$30,500	\$30,500
4212	ANIMAL FINES	\$6,163	\$6,000	\$5,500	\$4,893	\$5,000	\$12,000	\$12,000
4214	SUPERIOR COURT FINES	\$28,456	\$84,186	\$84,186	\$41,725	\$70,692	\$70,692	\$70,692
4215	JUSTICE COURT FINES	\$177,845	\$170,000	\$170,000	\$188,229	\$180,000	\$180,000	\$180,000
4220	LAW LIBRARY FINES	\$7,000	\$7,000	\$7,000	\$7,035	\$7,000	\$7,000	\$7,000
4224	COURT REALIGNMENT FINES	\$682,633	\$650,000	\$650,000	\$730,562	\$715,000	\$715,000	\$715,000
	FINES & FORFEITURES	\$902,350	\$937,386	\$937,023	\$976,232	\$1,008,692	\$1,015,192	\$1,015,192
4320	TECOPA COMMUNITY CENTER	\$0	\$100	\$100	\$0	\$0	\$0	\$0
4352	MILLPOND CONCESSIONS	\$15,026	\$14,500	\$28,000	\$28,950	\$25,000	\$25,000	\$25,000
	RENTS & LEASES	\$15,026	\$14,600	\$28,100	\$28,950	\$25,000	\$25,000	\$25,000
4301	INTEREST FROM TREASURY	\$473,106	\$165,000	\$165,000	\$192,617	\$185,000	\$185,000	\$185,000
4303	INTEREST ON TAX FUNDS	\$0	\$100	\$22,100	\$22,910	\$500	\$500	\$500
4311	RENTS	\$51,619	\$60,000	\$60,000	\$54,012	\$60,000	\$60,000	\$60,000
4312	LEASES	\$1,884	\$1,980	\$1,980	\$2,109	\$1,968	\$1,968	\$1,968
4316	STATHAM HALL RENT	(\$368)	\$600	\$550	\$0	\$0	\$0	\$0
4317	BIG PINE LEGION HALL RENT	\$74	\$250	\$761	\$676	\$0	\$0	\$0
4318	INDEPENDENCE LEGION HALL RENT	\$0	\$0	\$65	\$520	\$130	\$130	\$130
4322	BISHOP SENIOR CENTER RENT	\$0	\$0	\$50	\$50	\$0	\$0	\$0
	REV USE OF MONEY & PROPERTY	\$526,317	\$227,930	\$250,506	\$272,895	\$247,598	\$247,598	\$247,598
4411	STATE MOTOR VEHICLE IN LIEU TX	\$1,683,449	\$1,623,191	\$1,782,407	\$2,417,015	\$1,303,046	\$1,597,272	\$1,597,272
4413	PROPERTY TAX IN LIEU OF VLF	\$2,377,585	\$2,422,757	\$2,422,757	\$2,422,757	\$2,422,757	\$2,422,757	\$2,422,757
4420	SOCIAL SERVICE REALIGNMENT	\$211,333	\$1,202,607	\$1,021,634	\$462,461	\$1,421,638	\$1,431,293	\$1,431,293
4421	STATE PUBLIC ASSIST ADMIN	\$2,786,392	\$2,682,955	\$3,489,370	\$2,896,502	\$3,086,955	\$3,086,955	\$3,086,955
4425	AID FAMILY DEPENDENT CHILDREN	(\$3,126)	\$235,000	\$235,000	(\$3,086)	\$235,000	\$235,000	\$235,000
4426	SSI / SSP	\$37,141	\$0	\$0	\$2,219	\$0	\$0	\$0
4427	FOSTER CARE	\$142,417	\$100,000	\$149,497	\$107,936	\$150,000	\$150,000	\$150,000
4430	HEALTH REALIGNMENT	\$74,547	\$345,969	\$345,969	\$185,417	\$224,979	\$63,512	\$63,512

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

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		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2021	06/30/2022	06/30/2022	06/30/2022	06/30/2023	06/30/2023	06/30/2023
4450	MENTAL HEALTH REALIGNMENT	\$875,431	\$1,120,161	\$1,166,375	\$1,166,375	\$1,120,161	\$1,120,161	\$1,120,161
4460	REALIGNMENT - 2011	\$2,499,710	\$2,966,098	\$2,988,878	\$3,764,583	\$2,665,348	\$2,730,104	\$2,730,104
4463	UNREFUNDED GAS TAX	\$100,786	\$93,361	\$113,952	\$108,358	\$113,910	\$113,910	\$113,910
4472	HOMEOWNERS PROPERTY TAX RELIEF	\$67,946	\$67,900	\$67,900	\$66,720	\$66,000	\$66,000	\$66,000
4473	STATE AID FOR VETERANS AFFAIRS	\$30,790	\$13,089	\$13,089	\$49,148	\$26,850	\$26,850	\$26,850
4475	OFF HIGHWAY VEHICLE	\$682	\$500	\$243	\$597	\$630	\$630	\$630
4483	STANDARDS & TRAIN FOR CORRECT	\$16,013	\$25,800	\$16,596	\$15,467	\$29,016	\$29,016	\$29,016
4485	STATE - PUBLIC SAFETY SERVICES	\$2,039,690	\$1,910,000	\$1,910,000	\$1,989,157	\$1,815,000	\$2,340,000	\$2,340,000
4486	AB443 - SHERIFF	\$286,372	\$513,165	\$523,724	\$288,391	\$522,487	\$522,487	\$522,487
4488	CITIZEN OPTION - PUBLIC SAFETY	\$109,652	\$167,500	\$167,500	\$63,394	\$189,680	\$189,680	\$189,680
4489	JUVENILE JUSTICE	\$53,067	\$53,067	\$53,067	\$53,067	\$53,067	\$53,067	\$53,067
4497	STATE MANDATE PROGRAMS	\$10,671	\$15,500	\$15,500	\$18,577	\$15,500	\$15,500	\$15,500
4498	STATE GRANTS	\$2,755,630	\$2,478,301	\$2,133,303	\$2,375,299	\$3,618,559	\$3,535,313	\$3,535,313
4499	STATE OTHER	\$697,274	\$1,247,267	\$1,421,552	\$807,654	\$2,599,661	\$2,599,661	\$2,599,661
4501	FEDERAL PUBLIC ASSISTANCE ADMN	\$2,005,564	\$2,195,276	\$2,195,276	\$1,980,753	\$2,195,276	\$2,195,276	\$2,195,276
4511	FEDERAL AID TO FAMILY W/ CHILD	\$240,651	\$350,000	\$349,288	\$115,129	\$125,000	\$125,000	\$125,000
4512	FEDERAL FOSTER CARE	\$255,950	\$213,000	\$313,000	\$275,191	\$313,000	\$313,000	\$313,000
4552	FEDERAL OTHER	\$762,372	\$899,536	\$1,144,536	\$409,417	\$1,526,241	\$1,526,241	\$1,526,241
4555	FEDERAL GRANTS	\$0	\$15,000	\$150,497	\$0	\$461,168	\$461,168	\$461,168
4561	AID FROM MONO COUNTY	\$315,101	\$286,759	\$286,759	\$270,916	\$331,076	\$331,076	\$331,076
4563	CONTRIBUTION FROM DWP	\$4,800,700	\$5,089,206	\$5,089,206	\$5,089,206	\$5,360,772	\$5,373,978	\$5,373,978
4599	OTHER AGENCIES	\$212,394	\$213,394	\$221,653	\$220,235	\$213,500	\$213,500	\$213,500
	AID FROM OTHER GOVT AGENCIES	\$25,446,192	\$28,546,359	\$29,788,528	\$27,618,864	\$32,206,277	\$32,868,407	\$32,868,407
4601	TAX REDEMPTION FEES	\$3,180	\$3,000	\$3,000	\$3,240	\$3,200	\$3,200	\$3,200
4602	ASSESSMENT & COLLECTION FEES	\$15,443	\$15,515	\$15,515	\$15,969	\$16,019	\$16,019	\$16,019
4603	SB813 COLLECTION FEES	\$0	\$30,000	\$30,000	\$19,006	\$30,000	\$30,000	\$30,000
4604	PROPERTY TAX ADMIN FEES	\$126,061	\$0	\$124,000	\$124,378	\$125,000	\$125,000	\$125,000
4605	DELINQUENT TAX SALE FEE	\$880	\$400,000	\$1,500	\$1,636	\$500	\$300,000	\$300,000
4612	SPEC DIST & GRANT ACCOUNTING	\$35,308	\$78,356	\$78,356	\$28,350	\$78,356	\$78,356	\$78,356
4618	EMS ACCOUNTING	\$34,952	\$34,952	\$34,952	\$32,949	\$32,950	\$32,950	\$32,950
4621	DISTRICT ELECTIONS	\$5,339	\$0	\$0	\$0	\$9,000	\$9,000	\$9,000
4622	CANDIDATE STATEMENTS	\$6,600	\$5,300	\$8,000	\$8,750	\$3,000	\$3,000	\$3,000
4623	ELECTION FILING FEES	\$0	\$5,000	\$13,287	\$13,287	\$0	\$0	\$0

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

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		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2021	06/30/2022	06/30/2022	06/30/2022	06/30/2023	06/30/2023	06/30/2023
4624	MISCELLANEOUS ELECTION SERVICE	\$1,694	\$0	\$2,300	\$3,683	\$800	\$800	\$800
4631	COUNTY COUNSEL FEES	\$0	\$500	\$500	\$5,901	\$1,000	\$1,000	\$1,000
4632	PUBLIC DEFENDER FEES	\$1,451	\$1,400	\$1,400	\$619	\$1,000	\$1,000	\$1,000
4654	PLANNING & ENGINEERING FEES	\$87,168	\$71,000	\$90,000	\$68,125	\$50,000	\$50,000	\$50,000
4655	MAP CHECKING	\$647	\$600	\$600	\$680	\$600	\$600	\$600
4663	PEST MILL REFUND	\$86,200	\$86,000	\$86,000	\$86,000	\$86,000	\$86,000	\$86,000
4664	NURSERY	\$0	\$500	\$500	\$0	\$500	\$500	\$500
4665	PETROLEUM PRODUCT INSPECTION	\$1,200	\$2,980	\$2,980	\$3,510	\$2,980	\$2,980	\$2,980
4667	NON COMMERCIAL CERTIFICATIONS	\$1,062	\$900	\$900	\$322	\$900	\$900	\$900
4672	CLERK FEES	\$1,421	\$1,500	\$1,900	\$1,957	\$1,500	\$2,000	\$2,000
4673	COST OF PROBATION	\$22,138	\$0	\$0	\$147	\$0	\$0	\$0
4676	RESTITUTION	\$329	\$0	\$540	\$3,701	\$0	\$0	\$0
4677	ELECTRONIC MONITORING	\$2,945	\$0	\$0	\$40	\$0	\$0	\$0
4681	LPS PRIVATE PAY	\$0	\$0	\$3,540	\$3,540	\$0	\$0	\$0
4682	ESTATE FEES	\$2,000	\$4,000	\$4,000	\$4,919	\$16,000	\$16,000	\$16,000
4683	PUBLIC GUARDIAN FEES	\$3,250	\$4,000	\$4,000	\$6,093	\$1,300	\$1,300	\$1,300
4691	JAIL BOOKING FEES	\$3,522	\$3,500	\$3,500	\$3,522	\$3,500	\$3,500	\$3,500
4693	FOREST SERVICE	\$10,989	\$12,000	\$12,000	\$7,104	\$12,000	\$12,000	\$12,000
4695	SEARCH & RESCUE	\$326	\$1,000	\$1,000	\$0	\$1,000	\$1,000	\$1,000
4698	INVESTIGATIONS	\$67,053	\$67,053	\$67,053	\$67,053	\$67,053	\$67,053	\$67,053
4699	CIVIL PROCESS SERVICE	\$3,388	\$5,000	\$3,000	\$4,071	\$4,000	\$4,000	\$4,000
4701	VITAL STATISTICS	\$13,622	\$11,635	\$14,529	\$17,120	\$16,000	\$16,000	\$16,000
4702	RECORDING FEES	\$98,357	\$68,000	\$89,000	\$83,672	\$72,000	\$87,000	\$87,000
4720	NON FEDERAL MEDICARE	\$3,314	\$0	\$0	\$0	\$0	\$0	\$0
4722	FEDERAL MEDICARE MEDICAID	\$15,317	\$18,000	\$18,000	\$21,912	\$20,000	\$20,000	\$20,000
4723	WATER SAMPLES	\$106,399	\$180,000	\$112,132	\$128,739	\$115,000	\$130,000	\$130,000
4724	ELIGIBLE CHILD REIMBURSEMENT	\$70	\$0	\$0	\$0	\$0	\$0	\$0
4729	EH WASTE INSPECTION & PERMITS	\$18,378	\$18,378	\$18,378	\$18,378	\$18,378	\$18,378	\$18,378
4732	E.M.S. RADIO MAINTENANCE	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575
4742	PATIENT PAYMENTS	\$7,610	\$6,000	\$6,000	\$5,167	\$6,000	\$6,000	\$6,000
4745	AB2086 TRUST	\$0	\$0	\$0	\$131	\$0	\$0	\$0
4747	INSURANCE PAYMENTS	\$12,024	\$7,500	\$10,632	\$9,130	\$5,000	\$5,000	\$5,000
4748	MENTAL HEALTH MEDICAL	\$1,391,328	\$1,300,000	\$1,300,000	\$1,278,202	\$1,300,000	\$1,300,000	\$1,300,000
4753	SEWER SERVICE/CONNECTION FEES	\$0	\$0	\$0	\$482	\$0	\$0	\$0

COUNTY OF INYO

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		06/30/2021	06/30/2022	06/30/2022	06/30/2022	06/30/2023	06/30/2023	06/30/2023
4754	HAZARDOUS WASTE FEES	\$26,052	\$38,286	\$20,000	\$29,337	\$25,000	\$25,000	\$25,000
4765	P.O.S.T.	\$15,856	\$25,000	\$25,000	\$11,260	\$15,000	\$15,000	\$15,000
4771	LIBRARY SERVICES	\$65	\$300	\$300	\$384	\$300	\$300	\$300
4781	PLEASANT VALLEY - CAMP	\$85,281	\$68,000	\$82,000	\$104,585	\$102,000	\$102,000	\$102,000
4783	SCHOBER LANE - CAMP	\$61,818	\$61,000	\$61,000	\$69,568	\$65,000	\$70,000	\$70,000
4784	BIG PINE TRIANGLE - CAMP	\$4,423	\$3,000	\$6,000	\$5,135	\$5,000	\$5,000	\$5,000
4785	BAKER CREEK - CAMP	\$48,247	\$32,000	\$33,000	\$43,388	\$40,000	\$40,000	\$40,000
4786	TINNEMAHA - CAMP	\$27,196	\$20,000	\$24,000	\$24,744	\$23,000	\$23,000	\$23,000
4787	TABOOSE - CAMP	\$45,792	\$38,000	\$40,000	\$40,279	\$38,000	\$38,000	\$38,000
4788	INDEPENDENCE CREEK - CAMP	\$14,489	\$10,000	\$11,000	\$12,344	\$11,000	\$11,000	\$11,000
4789	PORTUGUESE JOE - CAMP	\$21,323	\$15,000	\$18,000	\$24,513	\$20,000	\$20,000	\$20,000
4790	DIAZ LAKE - CAMP	\$125,351	\$85,000	\$87,000	\$108,186	\$100,000	\$100,000	\$100,000
4791	TECOPA HOT SPRINGS - CAMP	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0
4792	DAY USE FEES	\$300	\$1,000	\$2,000	\$2,250	\$2,000	\$2,000	\$2,000
4809	WRAP FEES	\$2,750	\$4,000	\$2,000	\$1,400	\$1,500	\$1,500	\$1,500
4812	NSF CHARGES	\$88	\$40	\$40	\$60	\$40	\$40	\$40
4813	SHIPPING & HANDLING	\$336	\$100	\$100	\$160	\$200	\$200	\$200
4816	AMBULANCE SERVICE	\$0	\$0	\$0	\$303	\$0	\$0	\$0
4817	LAFCO FEES	\$8,206	\$18,628	\$18,628	\$6,547	\$23,813	\$23,813	\$23,813
4819	SERVICES & FEES	\$283,188	\$277,032	\$271,312	\$252,411	\$613,392	\$622,392	\$622,392
4820	COUNTY COST PLAN	\$3,852,017	\$3,175,586	\$3,175,586	\$3,176,786	\$1,968,250	\$1,968,250	\$1,968,250
4821	INTRA COUNTY CHARGES	\$1,060,130	\$2,027,750	\$2,088,590	\$1,306,432	\$2,348,373	\$2,204,853	\$2,204,853
4822	INTRA COUNTY INSURANCE ADMIN	\$1,507,451	\$1,688,307	\$1,698,307	\$1,597,064	\$1,839,166	\$1,839,166	\$1,839,166
4824	INTER GOVERNMENT CHARGES	\$490,988	\$623,788	\$696,723	\$564,295	\$821,704	\$909,454	\$909,454
4825	OTHER CURRENT CHARGES	\$405,450	\$566,156	\$561,697	\$492,803	\$507,070	\$507,070	\$507,070
4827	TRIAL COURT CHARGES	\$68,370	\$64,800	\$64,800	\$134,542	\$72,600	\$72,600	\$72,600
4829	COPIER LEASE REVENUE	\$153,399	\$186,000	\$186,000	\$156,012	\$186,000	\$186,000	\$186,000
4830	MOBILE DEVICE MANAGEMENT-REV	\$3,423	\$4,122	\$4,122	\$3,742	\$1,280	\$1,280	\$1,280
	CHARGES FOR CURRENT SERVICES	\$10,509,545	\$11,483,039	\$11,341,774	\$10,251,610	\$10,931,799	\$11,220,029	\$11,220,029
4998	OPERATING TRANSFERS IN	\$3,443,622	\$5,142,229	\$5,895,778	\$3,203,364	\$2,648,965	\$5,704,407	\$5,704,407
	OTHER FINANCING SOURCES	\$3,443,622	\$5,142,229	\$5,895,778	\$3,203,364	\$2,648,965	\$5,704,407	\$5,704,407
4901	PRIOR YEARS REVENUE	\$214	\$0	\$0	\$0	\$0	\$0	\$0

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2022 TODAY'S DATE: 09/21/2022
 FOR FISCAL YEARS: 07/01/2020 - 06/30/2023

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2021	06/30/2022	06/30/2022	06/30/2022	06/30/2023	06/30/2023	06/30/2023
4922	SALES OF COPIES	\$1	\$3,550	\$3,701	\$1,928	\$3,650	\$3,650	\$3,650
4924	SALES OF MAILING LISTS	\$81	\$100	\$606	\$655	\$400	\$400	\$400
4925	SALES OF BOOKS & PAMPHLETS	\$8,933	\$12,000	\$12,000	\$10,955	\$15,000	\$15,000	\$15,000
4936	MISCELLANEOUS SALES	\$318	\$500	\$1,025	\$709	\$300	\$300	\$300
4951	DONATIONS	\$6,793	\$26,500	\$26,500	\$2,433	\$30,500	\$30,500	\$30,500
4955	FAMILY SUPPORT REPAYMENT	\$8,755	\$0	\$1,215	\$13,455	\$0	\$0	\$0
4958	UNCLAIMED FUNDS	\$0	\$1,000	\$140,000	\$0	\$0	\$0	\$0
4959	MISCELLANEOUS REVENUE	\$9,189	\$7,800	\$13,997	\$20,555	\$5,675	\$5,675	\$5,675
4961	REIMBURSED EXPENSES	\$50,348	\$0	\$25,005	\$27,574	\$0	\$0	\$0
4997	CASH OVER OR SHORT	(\$257)	\$50	\$50	\$34	\$50	\$50	\$50
4999	PRIOR YEARS REIMBURSEMENTS	\$199	\$0	\$1,210	\$1,975	\$0	\$0	\$0
	OTHER REVENUE	\$84,579	\$51,500	\$225,309	\$80,278	\$55,575	\$55,575	\$55,575
TOTAL REVENUES:		\$61,308,583	\$66,675,672	\$69,564,195	\$65,648,437	\$69,779,374	\$73,803,176	\$73,803,176
EXPENSES:								
5001	SALARIED EMPLOYEES	\$21,115,958	\$24,715,742	\$24,177,592	\$21,687,148	\$27,809,690	\$27,242,550	\$27,242,550
5002	CONTRACT EMPLOYEES	\$125,059	\$125,745	\$125,745	\$124,581	\$0	\$0	\$0
5003	OVERTIME	\$817,297	\$869,899	\$1,002,392	\$965,194	\$820,499	\$775,928	\$775,928
5004	STANDBY TIME	\$268,976	\$385,152	\$389,123	\$354,454	\$168,999	\$167,486	\$167,486
5005	HOLIDAY OVERTIME	\$43,474	\$46,927	\$55,115	\$43,879	\$43,687	\$43,687	\$43,687
5006	4850 TIME - WORKERS COMP	(\$24,038)	\$0	\$2,000	\$5,733	\$0	\$0	\$0
5012	PART TIME EMPLOYEES	\$729,784	\$845,122	\$948,797	\$575,072	\$691,497	\$685,085	\$685,085
5021	RETIREMENT & SOCIAL SECURITY	\$1,504,950	\$2,004,622	\$1,997,629	\$1,556,973	\$2,207,909	\$2,160,695	\$2,160,695
5022	PERS RETIREMENT	\$3,385,356	\$3,675,558	\$3,662,940	\$3,169,259	\$3,840,232	\$3,789,729	\$3,789,729
5023	RETIREMENT SAFETY-SIDE FUND	\$373,204	\$385,778	\$385,778	\$385,778	\$398,072	\$398,072	\$398,072
5024	RETIREMENT-UNFUNDED LIAB	\$4,395,864	\$4,511,597	\$4,513,080	\$4,512,292	\$5,066,972	\$5,066,972	\$5,066,972
5025	RETIREE HEALTH BENEFITS	\$3,340,678	\$3,710,771	\$3,710,771	\$3,541,614	\$4,007,174	\$4,007,174	\$4,007,174
5031	MEDICAL INSURANCE	\$3,205,487	\$3,961,211	\$3,935,312	\$3,385,845	\$4,939,247	\$4,764,120	\$4,764,120
5032	DISABILITY INSURANCE	\$225,361	\$318,756	\$312,743	\$244,231	\$324,929	\$319,743	\$319,743
5033	SHERIFF DEPUTIES DISABILITY	\$13,818	\$14,522	\$14,522	\$13,743	\$14,998	\$14,645	\$14,645
5034	EDUCATION REIMBURSEMENT	\$21,971	\$29,100	\$29,100	\$15,165	\$27,950	\$27,450	\$27,450
5042	SICK LEAVE BUY OUT	\$19,210	\$0	\$0	\$0	\$0	\$0	\$0
5043	OTHER BENEFITS	\$624,743	\$528,702	\$721,373	\$676,696	\$447,534	\$472,534	\$472,534

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2022 TODAY'S DATE: 09/21/2022

FOR FISCAL YEARS: 07/01/2020 - 06/30/2023

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2021	06/30/2022	06/30/2022	06/30/2022	06/30/2023	06/30/2023	06/30/2023
5111	CLOTHING	\$61,201	\$77,919	\$77,919	\$70,555	\$83,663	\$80,649	\$80,649
	SALARIES & BENEFITS	\$40,248,359	\$46,207,123	\$46,061,931	\$41,328,218	\$50,893,052	\$50,016,519	\$50,016,519
5112	PERSONAL & SAFETY EQUIPMENT	\$123,686	\$146,890	\$227,209	\$173,613	\$211,603	\$211,603	\$211,603
5114	INMATE CLOTHING	\$9,492	\$8,100	\$9,600	\$9,017	\$9,000	\$9,000	\$9,000
5122	CELL PHONES	\$99,847	\$103,436	\$104,151	\$99,762	\$102,372	\$101,862	\$101,862
5131	FOOD & HOUSEHOLD SUPPLIES	\$505,051	\$471,000	\$521,316	\$524,451	\$520,500	\$381,000	\$381,000
5132	JAIL-HOUSEHOLD	\$95,358	\$92,000	\$93,311	\$94,196	\$99,000	\$92,000	\$92,000
5154	UNEMPLOYMENT INSURANCE	\$37,299	\$39,500	\$44,500	\$38,651	\$29,500	\$29,500	\$29,500
5156	INSURANCE CLAIMS	\$0	\$5,000	\$0	\$0	\$5,000	\$5,000	\$5,000
5157	MEDICAL MALPRACTICE INSURANCE	\$117,626	\$108,817	\$108,817	\$108,817	\$155,283	\$155,283	\$155,283
5158	INSURANCE PREMIUM	\$125,541	\$160,000	\$160,000	\$159,857	\$190,000	\$190,000	\$190,000
5161	JURY EXPENSE	(\$1)	\$18,110	\$17,260	\$15,520	\$18,110	\$18,110	\$18,110
5162	WITNESS EXPENSE	\$0	\$1,000	\$1,000	\$71	\$1,000	\$1,000	\$1,000
5171	MAINTENANCE OF EQUIPMENT	\$59,183	\$61,750	\$75,181	\$31,055	\$75,070	\$74,770	\$74,770
5173	MAINTENANCE OF EQUIPMENT-MATER	\$8,301	\$6,400	\$9,302	\$6,634	\$7,300	\$6,700	\$6,700
5175	MAINTENANCE - FUEL & LUBRICANT	\$103	\$0	\$3,400	\$10,997	\$15,500	\$500	\$500
5177	MAINTENANCE OF COMPUTER SYSTEM	\$166,425	\$175,750	\$175,750	\$146,888	\$506,120	\$196,120	\$196,120
5182	MAINTENANCE OF GROUNDS	\$25,387	\$48,500	\$107,440	\$35,939	\$48,500	\$48,500	\$48,500
5184	MAINTENANCE - SHERIFF	\$9,084	\$14,000	\$15,206	\$11,218	\$17,000	\$17,000	\$17,000
5190	MAINT BIG PINE LIBRARY	\$5,666	\$5,666	\$5,666	\$5,666	\$5,666	\$5,666	\$5,666
5191	MAINTENANCE OF STRUCTURES	\$14,427	\$12,400	\$10,000	\$3,672	\$8,000	\$8,000	\$8,000
5196	MAINTENANCE - COB	\$0	\$0	\$0	\$0	\$209,500	\$209,500	\$209,500
5199	MAINT OF STRUCTURES-MATERIALS	\$25,579	\$95,200	\$101,355	\$44,858	\$79,300	\$79,300	\$79,300
5201	MEDICAL, DENTAL & LAB SUPPLIES	\$30,722	\$30,600	\$35,586	\$21,349	\$36,000	\$36,000	\$36,000
5211	MEMBERSHIPS	\$2,781	\$40,826	\$43,658	\$38,263	\$48,063	\$48,063	\$48,063
5225	COST OF SALES	\$60	\$0	\$0	\$0	\$0	\$0	\$0
5232	OFFICE & OTHER EQUIP < \$5,000	\$86,399	\$263,228	\$335,182	\$208,471	\$257,213	\$228,663	\$228,663
5236	INFORMATION SERVICES POSTAGE	\$76,962	\$132,800	\$139,900	\$101,541	\$73,680	\$73,680	\$73,680
5260	HEALTH - EMPLOYEE PHYSICALS	\$7,203	\$13,900	\$63,400	\$31,270	\$25,365	\$25,365	\$25,365
5263	ADVERTISING	\$24,401	\$93,500	\$245,292	\$51,446	\$100,832	\$124,482	\$124,482
5265	PROFESSIONAL & SPECIAL SERVICE	\$3,121,025	\$5,547,973	\$7,183,431	\$3,799,742	\$8,236,704	\$8,200,684	\$8,200,684
5281	RENTS & LEASES-EQUIPMENT	\$23,895	\$109,112	\$111,550	\$58,421	\$112,823	\$112,823	\$112,823
5285	COPIER LEASE - IS ONLY	\$153,735	\$186,000	\$187,094	\$154,121	\$186,000	\$186,000	\$186,000

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2022 TODAY'S DATE: 09/21/2022

FOR FISCAL YEARS: 07/01/2020 - 06/30/2023

		YTD ACTUALS 06/30/2021	BOARD APPROVED 06/30/2022	WORKING BUDGET 06/30/2022	YTD ACTUALS 06/30/2022	DEPT REQUESTED 06/30/2023	CAO RECOMM 06/30/2023	BOARD APPROVED 06/30/2023
5519	VISITOR CENTER CONTRIBUTION	\$0	\$15,000	\$45,000	\$0	\$15,000	\$15,000	\$15,000
5520	INYO ARTS COUNCIL CONTRIBUTION	\$39,129	\$39,129	\$39,129	\$39,129	\$39,129	\$40,000	\$40,000
5521	LAWS RR MUSEUM CONTRIBUTION	\$25,807	\$25,807	\$25,807	\$25,807	\$25,807	\$26,000	\$26,000
5523	WILD IRIS CONTRIBUTION	\$0	\$14,864	\$14,865	\$0	\$14,864	\$15,000	\$15,000
5524	BIG PINE DREBY	\$0	\$7,500	\$0	\$0	\$0	\$0	\$0
5527	CAL EXPO EXHIBIT	\$0	\$13,000	\$6,000	\$0	\$0	\$0	\$0
5528	TRI COUNTY FAIR/RODEO	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
5529	TRIAL COURT MOE	\$651,548	\$660,440	\$660,440	\$674,231	\$678,438	\$678,438	\$678,438
5531	CALIFORNIA INDIAN LEGAL SERVIC	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
5533	EAST SIERRA AVALANCHE SOCIETY	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
5535	INYO COUNTY FILM COMMISSION	\$32,210	\$38,000	\$38,001	\$32,147	\$56,000	\$56,000	\$56,000
5537	MT. WHITNEY FISH HATCHERY	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
5539	OTHER AGENCY CONTRIBUTIONS	\$1,103,768	\$510,549	\$633,099	\$477,594	\$467,655	\$442,655	\$442,655
5540	OPEB CONTRIBUTION	\$0	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$600,000
5582	LONE PINE EARLY OPENER DERBY	\$0	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
5583	OPENER PRESS REC/RAINBOW DAYS	\$0	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
5584	COORDINATED PROMOTION	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
5585	VISITOR GUIDE	\$0	\$8,900	\$17,800	\$17,800	\$8,900	\$0	\$0
5586	CAL HIGH SCHOOL RODEO FINALS	\$0	\$8,550	\$8,550	\$8,550	\$8,550	\$8,550	\$8,550
5587	WILD WEST MARATHON	\$0	\$6,075	\$6,075	\$6,075	\$6,075	\$6,075	\$6,075
5588	LAWS BENEFIT CONCERT	\$0	\$2,525	\$5,050	\$5,050	\$2,525	\$2,525	\$2,525
5589	DEATH VALLEY VISTORS GUIDE	\$0	\$6,325	\$12,650	\$12,650	\$6,325	\$6,325	\$6,325
5590	IMAGES OF INYO PHOTO CONTEST	\$0	\$6,725	\$6,725	\$6,725	\$6,725	\$6,725	\$6,725
5592	MULE DAYS	\$0	\$0	\$0	\$0	\$7,000	\$7,000	\$7,000
5593	EASTERN SIERRA BASS FISHING	\$0	\$0	\$0	\$0	\$7,500	\$7,500	\$7,500
	OTHER CHARGES	\$3,906,794	\$4,170,709	\$5,006,153	\$4,124,823	\$5,037,022	\$5,004,322	\$5,304,322
5561	PRINCIPAL ON NOTES PAYABLE	\$68,246	\$68,931	\$68,931	\$68,930	\$69,622	\$69,622	\$69,622
	DEBT SERVICE PRINCIPAL	\$68,246	\$68,931	\$68,931	\$68,930	\$69,622	\$69,622	\$69,622
5553	INTEREST ON NOTES	\$5,854	\$5,170	\$5,170	\$5,169	\$4,479	\$4,479	\$4,479
	DEBT SERVICE INTEREST	\$5,854	\$5,170	\$5,170	\$5,169	\$4,479	\$4,479	\$4,479
5620	INFRASTRUCTURE	\$0	\$0	\$0	\$0	\$0	\$275,000	\$275,000
5640	STRUCTURES & IMPROVEMENTS	\$0	\$6,500	\$6,500	\$0	\$18,000	\$18,000	\$18,000

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2022 TODAY'S DATE: 09/21/2022

FOR FISCAL YEARS: 07/01/2020 - 06/30/2023

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2021	06/30/2022	06/30/2022	06/30/2022	06/30/2023	06/30/2023	06/30/2023
5650	EQUIPMENT	\$16,201	\$193,500	\$272,066	\$137,687	\$159,800	\$159,800	\$159,800
5655	VEHICLES	\$0	\$170,400	\$168,789	\$0	\$168,789	\$168,789	\$168,789
5700	CONSTRUCTION IN PROGRESS	\$76,980	\$186,989	\$186,990	\$173,338	\$165,078	\$240,078	\$240,078
	FIXED ASSETS	\$93,181	\$557,389	\$634,345	\$311,025	\$511,667	\$861,667	\$861,667
5801	OPERATING TRANSFERS OUT	\$2,897,425	\$2,701,544	\$4,359,769	\$4,254,425	\$772,676	\$1,477,382	\$2,477,382
	OTHER FINANCING USES	\$2,897,425	\$2,701,544	\$4,359,769	\$4,254,425	\$772,676	\$1,477,382	\$2,477,382
5901	CONTINGENCIES	\$0	\$725,000	\$285,000	\$0	\$285,000	\$345,000	\$696,247
	RESERVES	\$0	\$725,000	\$285,000	\$0	\$285,000	\$345,000	\$696,247
	TOTAL EXPENSES:	<u>\$61,234,371</u>	<u>\$71,803,361</u>	<u>\$76,367,966</u>	<u>\$65,207,187</u>	<u>\$78,411,724</u>	<u>\$77,934,571</u>	<u>\$79,585,818</u>
FUND: 0001 GENERAL FUND		\$74,211	(\$5,127,689)	(\$6,803,771)	\$441,250	(\$8,632,350)	(\$4,131,395)	(\$5,782,642)

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2022 TODAY'S DATE: 09/21/2022

FOR FISCAL YEARS: 07/01/2020 - 06/30/2023

	YTD ACTUALS 06/30/2021	BOARD APPROVED 06/30/2022	WORKING BUDGET 06/30/2022	YTD ACTUALS 06/30/2022	DEPT REQUESTED 06/30/2023	CAO RECOMM 06/30/2023	BOARD APPROVED 06/30/2023
COUNTY TOTALS FOR REVENUES:	\$61,308,583	\$66,675,672	\$69,564,195	\$65,648,437	\$69,779,374	\$73,803,176	\$73,803,176
EXPENSES:	(\$61,234,371)	(\$71,803,361)	(\$76,367,966)	(\$65,207,187)	(\$78,411,724)	(\$77,934,571)	(\$79,585,818)
REPORT NET	\$74,211	(\$5,127,689)	(\$6,803,771)	\$441,250	(\$8,632,350)	(\$4,131,395)	(\$5,782,642)

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2022 TODAY'S DATE: 09/22/2022

FOR FISCAL YEARS: 07/01/2020 - 06/30/2023

	YTD ACTUALS 06/30/2021	BOARD APPROVED 06/30/2022	WORKING BUDGET 06/30/2022	YTD ACTUALS 06/30/2022	DEPT REQUESTED 06/30/2023	CAO RECOMM 06/30/2023	BOARD APPROVED 06/30/2023
4180 - DEVICE REGISTRATION FEE	\$67,799	\$66,500	\$66,500	\$70,209	\$70,000	\$70,000	\$70,000
4182 - SWIMMING POOL PERMITS	\$10,384	\$9,500	\$8,000	\$10,200	\$8,000	\$8,000	\$8,000
4183 - FOOD ESTABLISHMENT PERMITS	\$35,671	\$34,000	\$34,000	\$53,172	\$47,000	\$47,000	\$47,000
4184 - SEWAGE PUMP VEHICLE PERMIT	\$1,360	\$1,300	\$1,300	\$1,190	\$1,300	\$1,300	\$1,300
4185 - COMMERCIAL TRASH COLLECT PRMT	\$498,354	\$475,000	\$475,000	\$532,753	\$500,000	\$500,000	\$500,000
4186 - DEVICE REPAIRMAN LICENSE	\$249	\$250	\$0	\$176	\$250	\$250	\$250
LICENSES & PERMITS	\$1,386,482	\$1,247,341	\$1,211,991	\$1,369,809	\$1,295,725	\$1,297,225	\$1,297,225
4211 - CRIMINAL FINES	\$251	\$20,200	\$20,337	\$3,786	\$31,000	\$30,500	\$30,500
4212 - ANIMAL FINES	\$6,163	\$6,000	\$5,500	\$4,893	\$5,000	\$12,000	\$12,000
4213 - FISH & GAME FINES	\$6,795	\$6,000	\$6,000	\$4,985	\$6,000	\$6,000	\$6,000
4214 - SUPERIOR COURT FINES	\$28,456	\$84,186	\$84,186	\$41,725	\$70,692	\$70,692	\$70,692
4215 - JUSTICE COURT FINES	\$177,845	\$170,000	\$170,000	\$188,229	\$180,000	\$180,000	\$180,000
4220 - LAW LIBRARY FINES	\$7,000	\$7,000	\$7,000	\$7,035	\$7,000	\$7,000	\$7,000
4224 - COURT REALIGNMENT FINES	\$682,633	\$650,000	\$650,000	\$730,562	\$715,000	\$715,000	\$715,000
FINES & FORFEITURES	\$909,145	\$943,386	\$943,023	\$981,218	\$1,014,692	\$1,021,192	\$1,021,192
4320 - TECOPA COMMUNITY CENTER	\$0	\$300	\$300	\$87	\$100	\$100	\$100
4321 - CABLE TV LEASE	\$31,100	\$32,034	\$32,034	\$32,033	\$32,994	\$32,994	\$32,994
4331 - AUTO PARKING	\$34,361	\$33,300	\$39,300	\$37,896	\$54,500	\$54,500	\$54,500
4333 - HANGER RENT	\$131,491	\$129,092	\$131,752	\$130,349	\$139,708	\$139,708	\$139,708
4334 - TIE DOWN FEES	\$6,814	\$5,450	\$8,654	\$8,458	\$7,850	\$7,850	\$7,850
4336 - RENT-A-CAR LEASE	\$1,800	\$1,800	\$1,800	\$1,800	\$3,000	\$3,000	\$3,000
4338 - RAMP FEES	\$21,006	\$12,400	\$17,400	\$17,899	\$17,200	\$17,200	\$17,200
4340 - HANGAR ONE AERO	\$4,752	\$4,752	\$3,696	\$3,696	\$3,696	\$3,696	\$3,696
4342 - LANDING FEES	\$0	\$0	\$95,000	\$89,846	\$109,708	\$109,708	\$109,708
4352 - MILLPOND CONCESSIONS	\$15,026	\$14,500	\$28,000	\$28,950	\$25,000	\$25,000	\$25,000
RENTS & LEASES	\$246,352	\$233,628	\$357,936	\$351,015	\$393,756	\$393,756	\$393,756
4301 - INTEREST FROM TREASURY	\$630,474	\$316,060	\$295,148	\$268,697	\$259,320	\$259,320	\$259,320
4303 - INTEREST ON TAX FUNDS	\$0	\$100	\$22,100	\$22,910	\$500	\$500	\$500
4311 - RENTS	\$175,412	\$173,869	\$179,269	\$174,037	\$186,923	\$186,923	\$186,923
4312 - LEASES	\$1,884	\$1,980	\$1,980	\$2,109	\$1,968	\$1,968	\$1,968
4316 - STATHAM HALL RENT	(\$800)	\$1,400	\$1,350	\$0	\$100	\$100	\$100
4317 - BIG PINE LEGION HALL RENT	\$165	\$550	\$1,161	\$1,265	\$0	\$0	\$0
4318 - INDEPENDENCE LEGION HALL RENT	\$0	\$0	\$65	\$520	\$130	\$130	\$130

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

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	YTD ACTUALS 06/30/2021	BOARD APPROVED 06/30/2022	WORKING BUDGET 06/30/2022	YTD ACTUALS 06/30/2022	DEPT REQUESTED 06/30/2023	CAO RECOMM 06/30/2023	BOARD APPROVED 06/30/2023
4322 - BISHOP SENIOR CENTER RENT	\$0	\$0	\$200	\$200	\$200	\$200	\$200
REV USE OF MONEY & PROPERTY	\$807,136	\$493,959	\$501,273	\$469,740	\$449,141	\$449,141	\$449,141
4401 - STATE AID FOR AVIATION	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
4411 - STATE MOTOR VEHICLE IN LIEU TX	\$1,683,449	\$1,623,191	\$1,782,407	\$2,417,015	\$1,340,096	\$1,597,272	\$1,597,272
4413 - PROPERTY TAX IN LIEU OF VLF	\$2,377,585	\$2,422,757	\$2,422,757	\$2,422,757	\$2,422,757	\$2,422,757	\$2,422,757
4420 - SOCIAL SERVICE REALIGNMENT	\$211,333	\$1,202,607	\$1,021,634	\$462,461	\$1,421,638	\$1,468,343	\$1,468,343
4421 - STATE PUBLIC ASSIST ADMIN	\$2,786,392	\$2,682,955	\$3,489,370	\$2,896,502	\$3,086,955	\$3,086,955	\$3,086,955
4425 - AID FAMILY DEPENDENT CHILDREN	(\$3,126)	\$235,000	\$235,000	(\$3,086)	\$235,000	\$235,000	\$235,000
4426 - SSI / SSP	\$37,141	\$0	\$0	\$2,219	\$0	\$0	\$0
4427 - FOSTER CARE	\$142,417	\$100,000	\$149,497	\$107,936	\$150,000	\$150,000	\$150,000
4430 - HEALTH REALIGNMENT	\$74,547	\$345,969	\$345,969	\$185,417	\$224,979	\$63,512	\$63,512
4450 - MENTAL HEALTH REALIGNMENT	\$875,431	\$1,120,161	\$1,166,375	\$1,166,375	\$1,120,161	\$1,120,161	\$1,120,161
4460 - REALIGNMENT - 2011	\$3,120,290	\$4,752,890	\$4,855,308	\$4,637,241	\$4,439,018	\$4,503,774	\$4,503,774
4463 - UNREFUNDED GAS TAX	\$100,786	\$93,361	\$113,952	\$108,358	\$113,910	\$113,910	\$113,910
4471 - STATE HIGHWAY USERS TAX	\$2,899,904	\$3,175,424	\$3,175,424	\$3,157,777	\$3,452,163	\$3,452,163	\$3,452,163
4472 - HOMEOWNERS PROPERTY TAX RELIEF	\$67,946	\$67,900	\$67,900	\$66,720	\$66,000	\$66,000	\$66,000
4473 - STATE AID FOR VETERANS AFFAIRS	\$30,790	\$13,089	\$13,089	\$49,148	\$26,850	\$26,850	\$26,850
4474 - SB1 ROAD MAINT & RMRA	\$2,953,566	\$3,091,276	\$3,091,276	\$3,480,858	\$3,549,040	\$3,549,040	\$3,549,040
4475 - OFF HIGHWAY VEHICLE	\$682	\$500	\$243	\$597	\$630	\$630	\$630
4478 - FAMILY SUPPORT REIM - STATE	\$374,454	\$417,453	\$420,853	\$388,872	\$437,526	\$437,526	\$437,526
4479 - STATE SUBVENTIONS	\$145,452	\$230,000	\$285,259	\$304,424	\$230,000	\$230,000	\$230,000
4483 - STANDARDS & TRAIN FOR CORRECT	\$16,013	\$25,800	\$16,596	\$15,467	\$29,016	\$29,016	\$29,016
4484 - REGIONAL SURFACE TRANS FUNDS	\$871,482	\$870,270	\$870,270	\$1,643,623	\$872,851	\$872,851	\$872,851
4485 - STATE - PUBLIC SAFETY SERVICES	\$2,039,690	\$1,910,000	\$1,910,000	\$1,989,157	\$1,815,000	\$2,340,000	\$2,340,000
4486 - AB443 - SHERIFF	\$286,372	\$513,165	\$523,724	\$288,391	\$522,487	\$522,487	\$522,487
4488 - CITIZEN OPTION - PUBLIC SAFETY	\$109,652	\$167,500	\$167,500	\$63,394	\$189,680	\$189,680	\$189,680
4489 - JUVENILE JUSTICE	\$53,067	\$53,067	\$53,067	\$53,067	\$53,067	\$53,067	\$53,067
4497 - STATE MANDATE PROGRAMS	\$10,671	\$15,500	\$15,500	\$18,577	\$15,500	\$15,500	\$15,500
4498 - STATE GRANTS	\$3,141,769	\$3,363,301	\$2,908,303	\$2,588,016	\$4,493,121	\$4,409,875	\$4,409,875
4499 - STATE OTHER	\$2,495,066	\$5,352,284	\$6,311,085	\$3,852,265	\$6,214,488	\$6,214,488	\$6,214,488
4501 - FEDERAL PUBLIC ASSISTANCE ADMN	\$2,005,564	\$2,195,276	\$2,195,276	\$1,980,753	\$2,195,276	\$2,195,276	\$2,195,276
4511 - FEDERAL AID TO FAMILY W/ CHILD	\$240,651	\$350,000	\$349,288	\$115,129	\$125,000	\$125,000	\$125,000
4512 - FEDERAL FOSTER CARE	\$255,950	\$213,000	\$313,000	\$275,191	\$313,000	\$313,000	\$313,000

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	YTD ACTUALS 06/30/2021	BOARD APPROVED 06/30/2022	WORKING BUDGET 06/30/2022	YTD ACTUALS 06/30/2022	DEPT REQUESTED 06/30/2023	CAO RECOMM 06/30/2023	BOARD APPROVED 06/30/2023
4521 - FEDERAL FOREST RESERVE	\$307,586	\$230,000	\$230,000	\$332,546	\$230,000	\$230,000	\$230,000
4531 - GRAZING FEES	\$2,362	\$0	\$0	\$1,281	\$0	\$0	\$0
4552 - FEDERAL OTHER	\$1,838,694	\$3,159,809	\$2,545,936	\$1,563,469	\$3,168,328	\$3,368,328	\$3,368,328
4554 - FAMILY SUPPORT ADMIN REIMBURSE	\$601,891	\$847,558	\$854,158	\$635,798	\$888,311	\$888,311	\$888,311
4555 - FEDERAL GRANTS	\$33,939	\$24,000	\$1,126,471	\$902,566	\$656,176	\$656,176	\$656,176
4561 - AID FROM MONO COUNTY	\$315,101	\$286,759	\$286,759	\$270,916	\$331,076	\$331,076	\$331,076
4563 - CONTRIBUTION FROM DWP	\$6,508,014	\$6,887,152	\$6,954,758	\$6,873,011	\$7,297,200	\$7,310,406	\$7,310,406
4599 - OTHER AGENCIES	\$571,982	\$357,364	\$505,623	\$463,272	\$375,364	\$375,364	\$375,364
AID FROM OTHER GOVT AGENCIES	\$39,624,566	\$48,436,338	\$50,813,627	\$45,817,492	\$52,141,664	\$53,003,794	\$53,003,794
4601 - TAX REDEMPTION FEES	\$3,180	\$3,000	\$3,000	\$3,240	\$3,200	\$3,200	\$3,200
4602 - ASSESSMENT & COLLECTION FEES	\$15,443	\$15,515	\$15,515	\$15,969	\$16,019	\$16,019	\$16,019
4603 - SB813 COLLECTION FEES	\$0	\$30,000	\$30,000	\$19,006	\$30,000	\$30,000	\$30,000
4604 - PROPERTY TAX ADMIN FEES	\$126,061	\$0	\$124,000	\$124,378	\$125,000	\$125,000	\$125,000
4605 - DELINQUENT TAX SALE FEE	\$880	\$400,000	\$1,500	\$1,636	\$500	\$300,000	\$300,000
4612 - SPEC DIST & GRANT ACCOUNTING	\$35,308	\$78,356	\$78,356	\$28,350	\$78,356	\$78,356	\$78,356
4618 - EMS ACCOUNTING	\$34,952	\$34,952	\$34,952	\$32,949	\$32,950	\$32,950	\$32,950
4621 - DISTRICT ELECTIONS	\$5,339	\$0	\$0	\$0	\$9,000	\$9,000	\$9,000
4622 - CANDIDATE STATEMENTS	\$6,600	\$5,300	\$8,000	\$8,750	\$3,000	\$3,000	\$3,000
4623 - ELECTION FILING FEES	\$0	\$5,000	\$13,287	\$13,287	\$0	\$0	\$0
4624 - MISCELLANEOUS ELECTION SERVICE	\$1,694	\$0	\$2,300	\$3,683	\$800	\$800	\$800
4631 - COUNTY COUNSEL FEES	\$0	\$500	\$500	\$5,901	\$1,000	\$1,000	\$1,000
4632 - PUBLIC DEFENDER FEES	\$1,451	\$1,400	\$1,400	\$619	\$1,000	\$1,000	\$1,000
4654 - PLANNING & ENGINEERING FEES	\$87,168	\$71,000	\$90,000	\$68,125	\$50,000	\$50,000	\$50,000
4655 - MAP CHECKING	\$647	\$600	\$600	\$680	\$600	\$600	\$600
4663 - PEST MILL REFUND	\$86,200	\$86,000	\$86,000	\$86,000	\$86,000	\$86,000	\$86,000
4664 - NURSERY	\$0	\$500	\$500	\$0	\$500	\$500	\$500
4665 - PETROLEUM PRODUCT INSPECTION	\$1,200	\$2,980	\$2,980	\$3,510	\$2,980	\$2,980	\$2,980
4667 - NON COMMERCIAL CERTIFICATIONS	\$1,062	\$900	\$900	\$322	\$900	\$900	\$900
4672 - CLERK FEES	\$1,421	\$1,500	\$1,900	\$1,957	\$1,500	\$2,000	\$2,000
4673 - COST OF PROBATION	\$22,138	\$0	\$0	\$147	\$0	\$0	\$0
4676 - RESTITUTION	\$913	\$0	\$540	\$3,701	\$0	\$0	\$0
4677 - ELECTRONIC MONITORING	\$2,945	\$0	\$0	\$40	\$0	\$0	\$0
4681 - LPS PRIVATE PAY	\$0	\$0	\$3,540	\$3,540	\$0	\$0	\$0

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4682 - ESTATE FEES	\$2,000	\$4,000	\$4,000	\$4,919	\$16,000	\$16,000	\$16,000
4683 - PUBLIC GUARDIAN FEES	\$3,250	\$4,000	\$4,000	\$6,093	\$1,300	\$1,300	\$1,300
4691 - JAIL BOOKING FEES	\$3,522	\$3,500	\$3,500	\$3,522	\$3,500	\$3,500	\$3,500
4693 - FOREST SERVICE	\$10,989	\$12,000	\$12,000	\$7,104	\$12,000	\$12,000	\$12,000
4695 - SEARCH & RESCUE	\$326	\$1,000	\$1,000	\$0	\$1,000	\$1,000	\$1,000
4698 - INVESTIGATIONS	\$67,053	\$67,053	\$67,053	\$67,053	\$67,053	\$67,053	\$67,053
4699 - CIVIL PROCESS SERVICE	\$3,388	\$5,000	\$3,000	\$4,071	\$4,000	\$4,000	\$4,000
4701 - VITAL STATISTICS	\$13,622	\$11,635	\$14,529	\$17,120	\$16,000	\$16,000	\$16,000
4702 - RECORDING FEES	\$98,357	\$68,000	\$89,000	\$83,672	\$72,000	\$87,000	\$87,000
4720 - NON FEDERAL MEDICARE	\$3,314	\$0	\$0	\$0	\$0	\$0	\$0
4722 - FEDERAL MEDICARE MEDICAID	\$15,317	\$18,000	\$18,000	\$21,912	\$20,000	\$20,000	\$20,000
4723 - WATER SAMPLES	\$106,399	\$180,000	\$112,132	\$128,739	\$115,000	\$130,000	\$130,000
4724 - ELIGIBLE CHILD REIMBURSEMENT	\$70	\$0	\$0	\$0	\$0	\$0	\$0
4727 - ABATEMENT FEES	\$417,521	\$426,000	\$426,000	\$420,656	\$432,088	\$432,088	\$432,088
4728 - SOLID WASTE FEES	\$1,191,366	\$1,200,000	\$1,200,000	\$1,173,352	\$1,200,000	\$1,200,000	\$1,200,000
4729 - EH WASTE INSPECTION & PERMITS	\$18,378	\$18,378	\$18,378	\$18,378	\$18,378	\$18,378	\$18,378
4732 - E.M.S. RADIO MAINTENANCE	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575
4735 - SW FEES - BISHOP - SUNLAND	\$254,208	\$220,000	\$220,000	\$247,281	\$230,000	\$230,000	\$230,000
4736 - SW FEES - BIG PINE TRANSFER	\$13,304	\$11,500	\$11,500	\$9,964	\$10,000	\$10,000	\$10,000
4737 - SW FEES - INDEPENDENCE	\$13,285	\$13,000	\$13,000	\$11,340	\$12,000	\$12,000	\$12,000
4738 - SW FEES - LONE PINE	\$46,412	\$45,000	\$45,000	\$38,875	\$40,000	\$40,000	\$40,000
4742 - PATIENT PAYMENTS	\$14,934	\$9,500	\$9,500	\$6,821	\$9,500	\$9,500	\$9,500
4743 - D.U.I. TRUST	\$54,183	\$120,900	\$50,000	\$46,381	\$55,000	\$55,000	\$55,000
4745 - AB2086 TRUST	\$0	\$0	\$0	\$131	\$0	\$0	\$0
4747 - INSURANCE PAYMENTS	\$115,511	\$57,500	\$60,632	\$21,203	\$355,000	\$355,000	\$355,000
4748 - MENTAL HEALTH MEDICAL	\$1,391,328	\$1,300,000	\$1,300,000	\$1,278,202	\$1,300,000	\$1,300,000	\$1,300,000
4751 - SEPTAGE POND FEES	\$50,920	\$44,000	\$44,000	\$60,645	\$50,000	\$50,000	\$50,000
4753 - SEWER SERVICE/CONNECTION FEES	\$0	\$0	\$0	\$482	\$0	\$0	\$0
4754 - HAZARDOUS WASTE FEES	\$26,052	\$38,286	\$20,000	\$29,337	\$25,000	\$25,000	\$25,000
4765 - P.O.S.T.	\$15,856	\$25,000	\$25,000	\$11,260	\$15,000	\$15,000	\$15,000
4771 - LIBRARY SERVICES	\$65	\$300	\$300	\$384	\$300	\$300	\$300
4781 - PLEASANT VALLEY - CAMP	\$85,281	\$68,000	\$82,000	\$104,585	\$102,000	\$102,000	\$102,000
4783 - SCHOBBER LANE - CAMP	\$61,818	\$61,000	\$61,000	\$69,568	\$65,000	\$70,000	\$70,000
4784 - BIG PINE TRIANGLE - CAMP	\$4,423	\$3,000	\$6,000	\$5,135	\$5,000	\$5,000	\$5,000

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4785 - BAKER CREEK - CAMP	\$48,247	\$32,000	\$33,000	\$43,388	\$40,000	\$40,000	\$40,000
4786 - TINNEMAHA - CAMP	\$27,196	\$20,000	\$24,000	\$24,744	\$23,000	\$23,000	\$23,000
4787 - TABOOSE - CAMP	\$45,792	\$38,000	\$40,000	\$40,279	\$38,000	\$38,000	\$38,000
4788 - INDEPENDENCE CREEK - CAMP	\$14,489	\$10,000	\$11,000	\$12,344	\$11,000	\$11,000	\$11,000
4789 - PORTUGUESE JOE - CAMP	\$21,323	\$15,000	\$18,000	\$24,513	\$20,000	\$20,000	\$20,000
4790 - DIAZ LAKE - CAMP	\$125,351	\$85,000	\$87,000	\$108,186	\$100,000	\$100,000	\$100,000
4791 - TECOPA HOT SPRINGS - CAMP	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0
4792 - DAY USE FEES	\$300	\$1,000	\$2,000	\$2,250	\$2,000	\$2,000	\$2,000
4809 - WRAP FEES	\$2,750	\$4,000	\$2,000	\$1,400	\$1,500	\$1,500	\$1,500
4812 - NSF CHARGES	\$88	\$40	\$40	\$60	\$40	\$40	\$40
4813 - SHIPPING & HANDLING	\$336	\$100	\$100	\$160	\$200	\$200	\$200
4815 - PROJECT REIMBURSABLES	\$139,049	\$57,589	\$87,589	\$131,493	\$85,196	\$85,196	\$85,196
4816 - AMBULANCE SERVICE	\$0	\$0	\$0	\$303	\$0	\$0	\$0
4817 - LAFCO FEES	\$8,206	\$18,628	\$18,628	\$6,547	\$23,813	\$23,813	\$23,813
4818 - MOTOR POOL CHARGES	\$1,566,462	\$1,696,000	\$1,771,000	\$1,848,796	\$1,696,000	\$1,696,000	\$1,696,000
4819 - SERVICES & FEES	\$389,764	\$374,392	\$369,672	\$364,384	\$715,212	\$724,212	\$724,212
4820 - COUNTY COST PLAN	\$3,852,017	\$3,175,586	\$3,175,586	\$3,176,786	\$1,968,250	\$1,968,250	\$1,968,250
4821 - INTRA COUNTY CHARGES	\$1,194,782	\$2,401,040	\$2,451,527	\$1,532,800	\$2,649,707	\$2,506,187	\$2,506,187
4822 - INTRA COUNTY INSURANCE ADMIN	\$3,503,112	\$4,081,817	\$4,090,780	\$3,961,345	\$4,840,241	\$4,840,241	\$4,840,241
4823 - TECH REFRESH REVENUE	\$523,329	\$502,785	\$502,785	\$502,785	\$522,603	\$522,603	\$522,603
4824 - INTER GOVERNMENT CHARGES	\$501,657	\$639,988	\$715,548	\$584,945	\$846,288	\$934,038	\$934,038
4825 - OTHER CURRENT CHARGES	\$621,381	\$832,507	\$826,762	\$728,507	\$773,421	\$788,421	\$788,421
4827 - TRIAL COURT CHARGES	\$68,370	\$64,800	\$64,800	\$134,542	\$72,600	\$72,600	\$72,600
4828 - INTERNAL SHREDDING REVENUE	\$13,833	\$13,833	\$18,432	\$18,387	\$22,992	\$22,992	\$22,992
4829 - COPIER LEASE REVENUE	\$153,399	\$186,000	\$186,000	\$156,012	\$186,000	\$186,000	\$186,000
4830 - MOBILE DEVICE MANAGEMENT-REV	\$3,423	\$4,122	\$4,122	\$3,742	\$1,280	\$1,280	\$1,280
4931 - SALES OF AVIATION GAS	\$175,982	\$194,000	\$257,103	\$253,931	\$231,000	\$231,000	\$231,000
4932 - SALES OF JET A FUEL	\$438,055	\$482,842	\$677,842	\$662,100	\$585,000	\$585,000	\$585,000
4933 - SALES OF OIL	\$102	\$175	\$175	\$167	\$175	\$175	\$175
4937 - NON TAX-JET FUEL-MILITARY CHARGES FOR CURRENT SERVICES	\$163,143 \$18,145,588	\$330,000 \$20,040,874	\$550,000 \$20,407,360	\$569,969 \$19,220,440	\$776,750 \$20,929,267	\$776,750 \$21,232,497	\$776,750 \$21,232,497
4998 - OPERATING TRANSFERS IN OTHER FINANCING SOURCES	\$5,893,997 \$5,893,997	\$8,093,040 \$8,093,040	\$11,066,176 \$11,066,176	\$8,090,425 \$8,090,425	\$4,188,530 \$4,188,530	\$10,810,210 \$10,810,210	\$11,810,210 \$11,810,210

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5043 - OTHER BENEFITS	\$729,647	\$618,765	\$864,286	\$818,864	\$542,297	\$567,297	\$567,297
5045 - COMPENSATED ABSENCE EXPENSE	\$9,884	\$0	\$0	(\$30)	\$0	\$0	\$0
5046 - OPEB EXPENSE	\$20,054	\$0	\$0	\$0	\$0	\$0	\$0
5111 - CLOTHING	\$61,201	\$77,919	\$77,919	\$70,555	\$83,663	\$80,649	\$80,649
SALARIES & BENEFITS	\$49,513,624	\$57,757,367	\$57,537,575	\$51,368,102	\$63,527,665	\$62,590,747	\$62,590,747
5112 - PERSONAL & SAFETY EQUIPMENT	\$142,412	\$185,940	\$264,207	\$201,297	\$233,003	\$233,003	\$233,003
5114 - INMATE CLOTHING	\$9,492	\$8,100	\$9,600	\$9,017	\$9,000	\$9,000	\$9,000
5122 - CELL PHONES	\$120,652	\$128,294	\$130,704	\$120,204	\$127,655	\$127,145	\$127,145
5131 - FOOD & HOUSEHOLD SUPPLIES	\$618,691	\$528,549	\$711,734	\$681,212	\$788,339	\$648,839	\$648,839
5132 - JAIL-HOUSEHOLD	\$95,358	\$92,000	\$93,311	\$94,196	\$99,000	\$92,000	\$92,000
5153 - FIRE & CASUALTY INSURANCE	\$6,785	\$7,350	\$7,381	\$7,124	\$7,381	\$7,381	\$7,381
5154 - UNEMPLOYMENT INSURANCE	\$48,675	\$52,500	\$57,500	\$38,690	\$42,500	\$42,500	\$42,500
5156 - INSURANCE CLAIMS	\$84,291	\$155,000	\$150,000	\$20,943	\$165,734	\$165,734	\$165,734
5157 - MEDICAL MALPRACTICE INSURANCE	\$117,626	\$108,817	\$108,817	\$108,817	\$155,283	\$155,283	\$155,283
5158 - INSURANCE PREMIUM	\$1,532,895	\$1,926,758	\$1,921,117	\$1,911,169	\$2,330,003	\$2,330,003	\$2,330,003
5161 - JURY EXPENSE	(\$1)	\$18,110	\$17,260	\$15,520	\$18,110	\$18,110	\$18,110
5162 - WITNESS EXPENSE	\$0	\$1,000	\$1,000	\$71	\$1,000	\$1,000	\$1,000
5171 - MAINTENANCE OF EQUIPMENT	\$283,570	\$437,050	\$435,349	\$294,588	\$503,570	\$503,270	\$503,270
5173 - MAINTENANCE OF EQUIPMENT-MATER	\$257,991	\$290,811	\$368,083	\$237,684	\$289,511	\$288,911	\$288,911
5175 - MAINTENANCE - FUEL & LUBRICANT	\$374,108	\$417,000	\$579,972	\$547,227	\$667,000	\$652,000	\$652,000
5177 - MAINTENANCE OF COMPUTER SYSTEM	\$207,865	\$424,586	\$617,770	\$428,858	\$831,260	\$521,260	\$521,260
5178 - MOTOR POOL FUEL	\$361,578	\$524,400	\$639,400	\$567,795	\$672,000	\$672,000	\$672,000
5182 - MAINTENANCE OF GROUNDS	\$26,858	\$51,500	\$108,164	\$35,980	\$53,500	\$53,500	\$53,500
5184 - MAINTENANCE - SHERIFF	\$9,084	\$14,000	\$15,206	\$11,218	\$17,000	\$17,000	\$17,000
5190 - MAINT BIG PINE LIBRARY	\$5,666	\$5,666	\$5,666	\$5,666	\$5,666	\$5,666	\$5,666
5191 - MAINTENANCE OF STRUCTURES	\$129,335	\$401,400	\$751,731	\$41,846	\$474,500	\$482,000	\$482,000
5195 - MAINTENANCE - LAWS MUSEUM	\$0	\$90,000	\$90,000	\$0	\$90,000	\$90,000	\$90,000
5196 - MAINTENANCE - COB	\$0	\$0	\$0	\$0	\$209,500	\$209,500	\$209,500
5199 - MAINT OF STRUCTURES-MATERIALS	\$44,458	\$226,060	\$228,202	\$55,495	\$290,131	\$290,131	\$290,131
5201 - MEDICAL, DENTAL & LAB SUPPLIES	\$30,722	\$30,600	\$35,586	\$21,349	\$36,000	\$36,000	\$36,000
5211 - MEMBERSHIPS	\$23,116	\$65,718	\$68,550	\$57,577	\$73,179	\$73,179	\$73,179
5225 - COST OF SALES	\$60	\$0	\$0	\$0	\$0	\$0	\$0
5232 - OFFICE & OTHER EQUIP < \$5,000	\$319,424	\$505,528	\$650,720	\$438,488	\$533,272	\$504,722	\$504,722

COUNTY OF INYO

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FOR FISCAL YEARS: 07/01/2020 - 06/30/2023

	YTD ACTUALS 06/30/2021	BOARD APPROVED 06/30/2022	WORKING BUDGET 06/30/2022	YTD ACTUALS 06/30/2022	DEPT REQUESTED 06/30/2023	CAO RECOMM 06/30/2023	BOARD APPROVED 06/30/2023
5236 - INFORMATION SERVICES POSTAGE	\$76,962	\$132,800	\$139,900	\$101,541	\$73,680	\$73,680	\$73,680
5260 - HEALTH - EMPLOYEE PHYSICALS	\$10,618	\$18,900	\$68,400	\$32,868	\$31,115	\$31,115	\$31,115
5263 - ADVERTISING	\$35,090	\$124,306	\$357,782	\$120,079	\$154,644	\$178,294	\$178,294
5265 - PROFESSIONAL & SPECIAL SERVICE	\$4,813,017	\$8,303,686	\$10,295,891	\$5,700,068	\$11,497,820	\$11,559,200	\$11,559,200
5273 - SETTLEMENTS	\$0	\$0	\$654,460	\$654,460	\$0	\$0	\$0
5281 - RENTS & LEASES-EQUIPMENT	\$300,159	\$735,462	\$735,643	\$611,192	\$809,653	\$809,653	\$809,653
5285 - COPIER LEASE - IS ONLY	\$153,735	\$186,000	\$187,094	\$154,121	\$186,000	\$186,000	\$186,000
5291 - OFFICE, SPACE & SITE RENTAL	\$842,446	\$741,953	\$772,043	\$665,205	\$714,373	\$714,373	\$714,373
5301 - SMALL TOOLS & INSTRUMENTS	\$13,750	\$21,400	\$20,874	\$9,039	\$26,325	\$26,325	\$26,325
5309 - ROAD MATERIALS	\$481,805	\$650,000	\$694,719	\$670,868	\$650,000	\$650,000	\$650,000
5310 - ROAD SIGNS & PAINT	\$25,970	\$60,000	\$66,089	\$36,582	\$60,000	\$60,000	\$60,000
5311 - GENERAL OPERATING EXPENSE	\$1,328,640	\$1,765,187	\$1,850,442	\$1,380,712	\$1,920,325	\$1,830,003	\$1,830,003
5313 - LAW ENFORCEMENT SPECIAL	\$35,107	\$32,600	\$34,072	\$35,923	\$45,600	\$45,600	\$45,600
5316 - ELECTION EXPENSE	\$76,500	\$144,600	\$154,600	\$147,251	\$86,200	\$86,200	\$86,200
5321 - SPECIAL APPROPRIATION	\$10,000	\$10,000	\$10,000	\$5,000	\$10,000	\$10,000	\$10,000
5322 - NON OPERATING	\$91,086	\$60,000	\$60,000	\$1,720	\$25,000	\$145,000	\$145,000
5325 - LIBRARY BOOKS & SUBSCRIPTIONS	\$30,268	\$37,000	\$44,235	\$40,612	\$37,000	\$37,000	\$37,000
5326 - LATE FEES & FINANCE CHARGES	\$1,725	\$0	\$3,163	\$3,245	\$0	\$0	\$0
5331 - TRAVEL EXPENSE	\$138,466	\$531,477	\$515,240	\$330,932	\$837,647	\$695,442	\$695,442
5332 - MILEAGE REIMBURSEMENT	\$0	\$1,900	\$0	\$0	\$4,600	\$1,000	\$1,000
5337 - 5150 TRANSPORTS	\$0	\$2,500	\$2,500	\$0	\$2,500	\$2,500	\$2,500
5351 - UTILITIES	\$1,287,942	\$1,207,312	\$1,397,389	\$1,198,767	\$1,254,569	\$1,254,329	\$1,254,329
5361 - FUEL, OIL & WATER FOR RESALE	\$459,664	\$633,733	\$1,159,000	\$1,215,164	\$1,215,000	\$1,215,000	\$1,215,000
5499 - PRIOR YEAR REFUNDS	\$1,576	\$0	\$553	\$723	\$0	\$0	\$0
SERVICES & SUPPLIES	\$15,065,254	\$22,097,553	\$27,291,119	\$19,067,486	\$28,365,149	\$27,839,852	\$27,839,852
5121 - INTERNAL CHARGES	\$933,334	\$1,845,616	\$1,915,971	\$1,240,535	\$1,959,636	\$2,032,965	\$2,032,965
5123 - TECH REFRESH EXPENSE	\$506,108	\$485,889	\$485,889	\$485,889	\$498,322	\$498,322	\$498,322
5124 - EXTERNAL CHARGES	\$462,595	\$590,904	\$905,276	\$597,654	\$778,007	\$798,007	\$798,007
5127 - MOBILE DEVICE MANAGEMENT-INTER	\$3,064	\$4,099	\$4,061	\$3,342	\$1,477	\$1,477	\$1,477
5128 - INTERNAL SHREDDING CHARGES	\$13,091	\$13,091	\$17,177	\$17,177	\$21,264	\$21,264	\$21,264
5129 - INTERNAL COPY CHARGES (NON-IS)	\$146,797	\$193,116	\$194,083	\$151,517	\$147,000	\$147,000	\$147,000
5152 - WORKERS COMPENSATION	\$1,007,569	\$1,161,747	\$1,161,775	\$1,161,775	\$1,456,042	\$1,456,042	\$1,456,042
5155 - PUBLIC LIABILITY INSURANCE	\$838,947	\$1,030,923	\$1,031,849	\$1,032,733	\$1,309,684	\$1,309,684	\$1,309,684

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	YTD ACTUALS 06/30/2021	BOARD APPROVED 06/30/2022	WORKING BUDGET 06/30/2022	YTD ACTUALS 06/30/2022	DEPT REQUESTED 06/30/2023	CAO RECOMM 06/30/2023	BOARD APPROVED 06/30/2023
5592 - MULE DAYS	\$0	\$0	\$0	\$0	\$7,000	\$7,000	\$7,000
5593 - EASTERN SIERRA BASS FISHING OTHER CHARGES	\$0 \$4,386,128	\$0 \$4,673,687	\$0 \$5,558,568	\$0 \$4,597,852	\$7,500 \$5,754,393	\$7,500 \$5,721,693	\$7,500 \$6,021,693
5561 - PRINCIPAL ON NOTES PAYABLE DEBT SERVICE PRINCIPAL	\$301,149 \$301,149	\$264,650 \$264,650	\$275,931 \$275,931	\$275,611 \$275,611	\$170,048 \$170,048	\$170,048 \$170,048	\$170,048 \$170,048
5553 - INTEREST ON NOTES DEBT SERVICE INTEREST	\$26,510 \$26,510	\$27,722 \$27,722	\$26,659 \$26,659	\$17,914 \$17,914	\$11,056 \$11,056	\$11,056 \$11,056	\$11,056 \$11,056
5600 - LAND	\$0	\$522,000	\$0	\$0	\$522,000	\$522,000	\$522,000
5620 - INFRASTRUCTURE	(\$0)	\$49,000	\$126,646	\$77,645	\$99,000	\$374,000	\$374,000
5630 - LAND IMPROVEMENTS	\$0	\$450,000	\$450,000	\$0	\$450,000	\$401,000	\$401,000
5640 - STRUCTURES & IMPROVEMENTS	\$879,114	\$16,500	\$311,595	\$261,255	\$203,000	\$1,171,030	\$1,171,030
5650 - EQUIPMENT	\$878,812	\$1,130,000	\$2,414,552	\$1,587,264	\$1,399,700	\$1,399,700	\$1,399,700
5655 - VEHICLES	\$223,793	\$775,866	\$663,248	\$279,816	\$1,058,289	\$1,058,289	\$1,058,289
5700 - CONSTRUCTION IN PROGRESS	\$318,516	\$436,989	\$436,990	\$404,743	\$315,078	\$834,741	\$834,741
5704 - CENTERLINE STRIPING PROJECT	\$35,974	\$386,000	\$386,000	\$149,450	\$0	\$0	\$0
5705 - SOUTH LAKE FLAP	\$1,108,040	\$0	\$0	\$0	\$0	\$0	\$0
5708 - LONE PINE SIDEWALK ATP	\$131,066	\$259,000	\$292,080	\$158,764	\$20,000	\$20,000	\$20,000
5709 - LONE PINE STREETS REHAB	\$3,169	\$7,000	\$422,000	\$17,584	\$10,000	\$10,000	\$10,000
5715 - ONION VALLEY GUARDRAIL PROJECT	\$0	\$18,000	\$155,957	\$112,168	\$20,000	\$20,000	\$20,000
5717 - NORTH ROUND VALLEY ROAD	\$95,155	\$2,040,000	\$3,723,605	\$2,126,700	\$1,047,520	\$1,047,520	\$1,047,520
5719 - BIRCHIM LANE	\$360,855	\$0	\$0	\$0	\$0	\$0	\$0
5735 - CARROLL CREEK	\$18,369	\$8,000	\$162,162	\$4,989	\$1,500	\$1,500	\$1,500
5736 - WALKER CREEK	\$59,632	\$8,000	\$126,825	\$9,103	\$2,000	\$2,000	\$2,000
5744 - STATE LINE ROAD FIXED ASSETS	\$0 \$4,112,499	\$0 \$6,106,355	\$20,000 \$9,691,660	\$20,000 \$5,209,488	\$0 \$5,148,087	\$0 \$6,861,780	\$0 \$6,861,780
5799 - DEPRECIATION DEPRECIATION	\$1,989,303 \$1,989,303	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
5801 - OPERATING TRANSFERS OUT OTHER FINANCING USES	\$3,438,201 \$3,438,201	\$4,957,464 \$4,957,464	\$7,208,402 \$7,208,402	\$6,941,475 \$6,941,475	\$2,310,241 \$2,310,241	\$3,271,499 \$3,271,499	\$4,271,499 \$4,271,499
5901 - CONTINGENCIES	\$0	\$725,000	\$285,000	\$0	\$285,000	\$345,000	\$696,247
5902 - CONTINGENCIES - PY ENCUMBRANCE	\$0	\$0	\$21,229	\$0	\$0	\$0	\$0

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RESERVES	\$0	\$725,000	\$306,229	\$0	\$285,000	\$345,000	\$696,247
TOTAL EXPENSES:	<u>\$87,903,991</u>	<u>\$106,450,388</u>	<u>\$118,228,165</u>	<u>\$96,798,858</u>	<u>\$115,432,259</u>	<u>\$116,735,884</u>	<u>\$118,387,131</u>
NET	\$461,914	(\$5,709,835)	(\$10,407,400)	\$4,433,021	(\$11,214,970)	(\$4,713,555)	(\$5,364,802)

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INCLUDE							
REVENUES:							
4381 - GEOTHERMAL ROYALTIES	\$101,233	\$0	\$0	\$176,724	\$0	\$0	\$0
RENTS & LEASES	\$101,233	\$0	\$0	\$176,724	\$0	\$0	\$0
4301 - INTEREST FROM TREASURY	\$25,040	\$9,300	\$9,646	\$17,400	\$8,700	\$8,700	\$8,700
4311 - RENTS	\$80	\$0	\$0	\$0	\$0	\$0	\$0
REV USE OF MONEY & PROPERTY	\$25,121	\$9,300	\$9,646	\$17,400	\$8,700	\$8,700	\$8,700
4460 - REALIGNMENT - 2011	\$9,246	\$44,046	\$44,046	\$36,808	\$44,046	\$44,046	\$44,046
4498 - STATE GRANTS	\$281,346	\$710,751	\$169,968	\$200,840	\$1,462,017	\$1,493,017	\$1,493,017
4499 - STATE OTHER	\$310,760	\$502,340	\$502,340	\$164,794	\$500,292	\$500,292	\$500,292
4501 - FEDERAL PUBLIC ASSISTANCE ADMN	\$0	\$10,815	\$10,815	\$0	\$10,815	\$10,815	\$10,815
4541 - FEDERAL IN LIEU TAXES	\$1,992,678	\$0	\$0	\$2,038,598	\$0	\$0	\$0
4552 - FEDERAL OTHER	\$4,286,977	\$3,013,775	\$2,408,851	\$1,751,932	\$1,139,135	\$1,139,135	\$1,139,135
4555 - FEDERAL GRANTS	\$279,279	\$245,863	\$247,370	\$29,628	\$215,795	\$215,795	\$215,795
4561 - AID FROM MONO COUNTY	\$10,087	\$0	\$0	\$0	\$20,000	\$20,000	\$20,000
4562 - COUNTY CONTRIBUTION	\$0	\$0	\$0	\$0	\$51,552	\$10,000	\$10,000
4599 - OTHER AGENCIES	\$218,000	\$938,063	\$938,063	\$895,346	\$118,000	\$118,000	\$118,000
AID FROM OTHER GOVT AGENCIES	\$7,388,375	\$5,465,653	\$4,321,453	\$5,117,949	\$3,561,652	\$3,551,100	\$3,551,100
4702 - RECORDING FEES	\$0	\$0	\$0	\$1	\$0	\$0	\$0
4703 - RECORDERS MICROGRAPHIC FEES	\$16,300	\$14,000	\$20,000	\$20,178	\$16,000	\$16,000	\$16,000
4704 - RECORDERS SYSTEM UPDATE FEES	\$19,553	\$13,000	\$16,300	\$15,559	\$14,000	\$14,000	\$14,000
4722 - FEDERAL MEDICARE MEDICAID	\$0	\$0	\$40,000	\$88,814	\$120,000	\$120,000	\$120,000
4801 - WATER SERVICE	\$748,990	\$699,199	\$699,199	\$750,039	\$736,015	\$736,015	\$736,015
4812 - NSF CHARGES	\$40	\$0	\$80	\$80	\$0	\$0	\$0
4819 - SERVICES & FEES	\$813	\$5,000	\$5,000	\$591	\$7,500	\$7,500	\$7,500
4821 - INTRA COUNTY CHARGES	\$0	\$0	\$0	\$17,987	\$37,864	\$37,864	\$37,864
4824 - INTER GOVERNMENT CHARGES	\$43,335	\$20,000	\$20,000	\$25,852	\$28,234	\$28,234	\$28,234
4825 - OTHER CURRENT CHARGES	\$373,204	\$670,372	\$676,419	\$676,419	\$688,715	\$688,715	\$688,715
CHARGES FOR CURRENT SERVICES	\$1,202,237	\$1,421,571	\$1,476,998	\$1,595,523	\$1,648,328	\$1,648,328	\$1,648,328
4998 - OPERATING TRANSFERS IN	\$1,086,687	\$1,648,876	\$1,693,559	\$1,506,260	\$1,055,423	\$1,309,975	\$1,309,975
OTHER FINANCING SOURCES	\$1,086,687	\$1,648,876	\$1,693,559	\$1,506,260	\$1,055,423	\$1,309,975	\$1,309,975
TOTAL REVENUES:	\$9,803,654	\$8,545,400	\$7,501,656	\$8,413,858	\$6,274,103	\$6,518,103	\$6,518,103

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EXPENSES:							
5001 - SALARIED EMPLOYEES	\$589,830	\$1,198,542	\$1,093,500	\$856,752	\$1,154,047	\$1,152,837	\$1,152,837
5002 - CONTRACT EMPLOYEES	\$0	\$0	\$40,000	\$21,572	\$0	\$0	\$0
5003 - OVERTIME	\$28,449	\$40,000	\$40,000	\$11,146	\$20,000	\$20,000	\$20,000
5004 - STANDBY TIME	\$7,250	\$32,640	\$32,253	\$7,903	\$0	\$0	\$0
5005 - HOLIDAY OVERTIME	\$898	\$2,000	\$2,387	\$724	\$2,000	\$2,000	\$2,000
5012 - PART TIME EMPLOYEES	\$53,596	\$104,905	\$135,615	\$124,130	\$123,477	\$123,477	\$123,477
5021 - RETIREMENT & SOCIAL SECURITY	\$51,997	\$102,134	\$98,564	\$79,184	\$98,867	\$98,765	\$98,765
5022 - PERS RETIREMENT	(\$203,689)	\$140,552	\$133,592	\$95,223	\$130,810	\$130,664	\$130,664
5024 - RETIREMENT-UNFUNDED LIAB	\$96,731	\$105,306	\$105,306	\$105,306	\$126,131	\$126,131	\$126,131
5025 - RETIREE HEALTH BENEFITS	\$4,208	\$13,994	\$13,994	\$13,883	\$15,879	\$15,879	\$15,879
5031 - MEDICAL INSURANCE	\$99,458	\$257,838	\$232,508	\$126,362	\$206,319	\$206,108	\$206,108
5032 - DISABILITY INSURANCE	\$6,727	\$15,841	\$15,153	\$9,564	\$14,026	\$14,008	\$14,008
5042 - SICK LEAVE BUY OUT	\$1,706	\$0	\$0	\$0	\$0	\$0	\$0
5043 - OTHER BENEFITS	\$14,532	\$15,307	\$34,059	\$31,589	\$19,977	\$19,977	\$19,977
SALARIES & BENEFITS	\$747,374	\$2,029,059	\$1,976,931	\$1,483,087	\$1,911,533	\$1,909,846	\$1,909,846
5112 - PERSONAL & SAFETY EQUIPMENT	\$2,036	\$23,705	\$25,357	\$2,356	\$23,655	\$23,655	\$23,655
5122 - CELL PHONES	\$6,598	\$8,079	\$8,712	\$6,959	\$7,084	\$7,084	\$7,084
5131 - FOOD & HOUSEHOLD SUPPLIES	\$50	\$0	\$50	\$107	\$0	\$0	\$0
5154 - UNEMPLOYMENT INSURANCE	\$3,277	\$5,000	\$7,075	\$7,074	\$5,000	\$5,000	\$5,000
5171 - MAINTENANCE OF EQUIPMENT	\$10,368	\$24,100	\$12,860	\$391	\$22,600	\$22,600	\$22,600
5173 - MAINTENANCE OF EQUIPMENT-MATER	\$5,662	\$16,650	\$16,937	\$4,210	\$16,400	\$16,400	\$16,400
5175 - MAINTENANCE - FUEL & LUBRICANT	\$0	\$0	\$500	\$49	\$0	\$0	\$0
5199 - MAINT OF STRUCTURES-MATERIALS	\$0	\$1,000	\$1,500	\$308	\$1,000	\$1,000	\$1,000
5201 - MEDICAL, DENTAL & LAB SUPPLIES	\$0	\$2,000	\$2,188	\$0	\$0	\$0	\$0
5232 - OFFICE & OTHER EQUIP < \$5,000	\$699,249	\$145,930	\$235,752	\$146,935	\$269,165	\$269,165	\$269,165
5260 - HEALTH - EMPLOYEE PHYSICALS	\$25	\$0	\$1,000	\$757	\$0	\$0	\$0
5263 - ADVERTISING	\$6,485	\$70,338	\$46,678	\$16,999	\$41,500	\$41,000	\$41,000
5265 - PROFESSIONAL & SPECIAL SERVICE	\$532,158	\$2,348,742	\$2,311,669	\$302,147	\$2,817,358	\$2,098,295	\$2,098,295
5281 - RENTS & LEASES-EQUIPMENT	\$0	\$200	\$200	\$0	\$200	\$200	\$200
5291 - OFFICE, SPACE & SITE RENTAL	\$10,803	\$521,022	\$530,556	\$541,297	\$568,090	\$568,090	\$568,090
5301 - SMALL TOOLS & INSTRUMENTS	\$148	\$1,150	\$1,150	\$28	\$1,150	\$1,150	\$1,150
5311 - GENERAL OPERATING EXPENSE	\$61,462	\$67,947	\$75,537	\$46,733	\$129,816	\$129,316	\$129,316

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	YTD ACTUALS 06/30/2021	BOARD APPROVED 06/30/2022	WORKING BUDGET 06/30/2022	YTD ACTUALS 06/30/2022	DEPT REQUESTED 06/30/2023	CAO RECOMM 06/30/2023	BOARD APPROVED 06/30/2023
5326 - LATE FEES & FINANCE CHARGES	\$9	\$0	\$7	\$12	\$0	\$0	\$0
5331 - TRAVEL EXPENSE	\$240	\$12,062	\$21,938	\$16,270	\$26,435	\$26,435	\$26,435
5351 - UTILITIES	\$12,418	\$16,716	\$14,172	\$3,632	\$4,430	\$4,430	\$4,430
SERVICES & SUPPLIES	\$1,350,996	\$3,264,641	\$3,313,838	\$1,096,273	\$3,933,883	\$3,213,820	\$3,213,820
5121 - INTERNAL CHARGES	\$2,640	\$159,069	\$152,969	\$3,339	\$194,186	\$194,186	\$194,186
5123 - TECH REFRESH EXPENSE	\$7,534	\$8,611	\$8,611	\$8,611	\$17,754	\$17,754	\$17,754
5124 - EXTERNAL CHARGES	\$92,969	\$64,378	\$64,347	\$35,648	\$72,601	\$72,601	\$72,601
5127 - MOBILE DEVICE MANAGEMENT-INTER	\$233	\$297	\$297	\$252	\$115	\$115	\$115
5128 - INTERNAL SHREDDING CHARGES	\$0	\$89	\$45	\$0	\$0	\$0	\$0
5129 - INTERNAL COPY CHARGES (NON-IS)	\$2,282	\$5,013	\$5,013	\$2,216	\$3,815	\$3,815	\$3,815
5152 - WORKERS COMPENSATION	\$9,500	\$22,382	\$22,382	\$22,382	\$21,205	\$21,205	\$21,205
5155 - PUBLIC LIABILITY INSURANCE	\$7,895	\$18,203	\$18,203	\$18,203	\$34,780	\$34,780	\$34,780
5315 - COUNTY COST PLAN	\$89,248	\$187,355	\$187,355	\$187,355	\$111,910	\$111,910	\$111,910
5333 - MOTOR POOL	\$12,102	\$28,630	\$33,229	\$23,971	\$25,982	\$25,982	\$25,982
INTERNAL CHARGES	\$224,404	\$494,027	\$492,451	\$301,978	\$482,348	\$482,348	\$482,348
5501 - SUPPORT & CARE OF PERSONS	\$590	\$2,500	\$2,500	\$579	\$2,500	\$2,500	\$2,500
5539 - OTHER AGENCY CONTRIBUTIONS	\$995,000	\$0	\$0	\$0	\$116,387	\$116,387	\$116,387
OTHER CHARGES	\$995,590	\$2,500	\$2,500	\$579	\$118,887	\$118,887	\$118,887
5561 - PRINCIPAL ON NOTES PAYABLE	\$198,000	\$237,715	\$237,715	\$237,714	\$263,256	\$263,256	\$263,256
DEBT SERVICE PRINCIPAL	\$198,000	\$237,715	\$237,715	\$237,714	\$263,256	\$263,256	\$263,256
5553 - INTEREST ON NOTES	\$177,040	\$165,093	\$165,093	\$165,091	\$151,845	\$151,846	\$151,846
DEBT SERVICE INTEREST	\$177,040	\$165,093	\$165,093	\$165,091	\$151,845	\$151,846	\$151,846
5640 - STRUCTURES & IMPROVEMENTS	\$0	\$0	\$0	\$0	\$249,681	\$249,681	\$249,681
5650 - EQUIPMENT	\$192,555	\$144,676	\$192,304	\$83,645	\$55,000	\$55,000	\$55,000
5655 - VEHICLES	\$0	\$70,000	\$70,000	\$0	\$70,000	\$70,000	\$70,000
5700 - CONSTRUCTION IN PROGRESS	\$641,398	\$9,277,045	\$9,277,045	\$7,823,086	\$0	\$0	\$0
FIXED ASSETS	\$641,969	\$9,491,721	\$9,539,349	\$7,906,731	\$374,681	\$374,681	\$374,681
5799 - DEPRECIATION	\$62,011	\$0	\$0	\$0	\$0	\$0	\$0
DEPRECIATION	\$62,011	\$0	\$0	\$0	\$0	\$0	\$0
5801 - OPERATING TRANSFERS OUT	\$2,061,586	\$2,774,282	\$3,051,502	\$2,896,713	\$529,552	\$4,485,064	\$4,485,064
OTHER FINANCING USES	\$2,061,586	\$2,774,282	\$3,051,502	\$2,896,713	\$529,552	\$4,485,064	\$4,485,064

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2022 TODAY'S DATE: 09/22/2022

FOR FISCAL YEARS: 07/01/2020 - 06/30/2023

	YTD ACTUALS 06/30/2021	BOARD APPROVED 06/30/2022	WORKING BUDGET 06/30/2022	YTD ACTUALS 06/30/2022	DEPT REQUESTED 06/30/2023	CAO RECOMM 06/30/2023	BOARD APPROVED 06/30/2023
5902 - CONTINGENCIES - PY ENCUMBRANCE	\$0	\$0	\$2,623	\$0	\$0	\$0	\$0
RESERVES	\$0	\$0	\$2,623	\$0	\$0	\$0	\$0
TOTAL EXPENSES:	\$6,458,973	\$18,459,038	\$18,782,002	\$14,088,170	\$7,765,985	\$10,999,748	\$10,999,748
NET INCLUDE	\$3,806,595	(\$15,623,473)	(\$21,687,746)	(\$1,241,290)	(\$12,706,852)	(\$9,195,200)	(\$9,846,447)

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

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	YTD ACTUALS 06/30/2021	BOARD APPROVED 06/30/2022	WORKING BUDGET 06/30/2022	YTD ACTUALS 06/30/2022	DEPT REQUESTED 06/30/2023	CAO RECOMM 06/30/2023	BOARD APPROVED 06/30/2023
NOCOPY							
REVENUES:							
4411 - STATE MOTOR VEHICLE IN LIEU TX	\$0	\$0	\$0	\$0	\$24,874	\$24,874	\$24,874
4430 - HEALTH REALIGNMENT	\$0	\$0	\$3,717	\$3,717	\$0	\$0	\$0
4498 - STATE GRANTS	\$209,583	\$596,564	\$692,384	\$397,297	\$1,106,832	\$1,106,832	\$1,106,832
4499 - STATE OTHER	\$0	\$0	\$0	\$0	\$233,228	\$233,228	\$233,228
4555 - FEDERAL GRANTS	\$0	\$334,999	\$331,282	\$122,220	\$425,860	\$425,860	\$425,860
AID FROM OTHER GOVT AGENCIES	\$209,583	\$931,563	\$1,027,383	\$523,235	\$1,790,794	\$1,790,794	\$1,790,794
TOTAL REVENUES:	\$209,583	\$931,563	\$1,027,383	\$523,235	\$1,790,794	\$1,790,794	\$1,790,794
EXPENSES:							
5001 - SALARIED EMPLOYEES	\$48,278	\$280,395	\$273,628	\$252,685	\$629,294	\$629,294	\$629,294
5003 - OVERTIME	\$0	\$3,000	\$3,000	\$723	\$4,000	\$4,000	\$4,000
5004 - STANDBY TIME	\$50	\$0	\$0	\$0	\$0	\$0	\$0
5012 - PART TIME EMPLOYEES	\$0	\$34,411	\$34,411	\$9,686	\$0	\$0	\$0
5021 - RETIREMENT & SOCIAL SECURITY	\$3,539	\$24,704	\$24,704	\$20,237	\$49,344	\$49,344	\$49,344
5022 - PERS RETIREMENT	\$8,621	\$35,558	\$35,558	\$28,817	\$64,241	\$64,241	\$64,241
5024 - RETIREMENT-UNFUNDED LIAB	\$5,806	\$44,170	\$44,170	\$44,170	\$79,982	\$79,982	\$79,982
5025 - RETIREE HEALTH BENEFITS	\$0	\$0	\$0	\$0	\$42,862	\$42,862	\$42,862
5031 - MEDICAL INSURANCE	\$4,139	\$59,867	\$56,495	\$48,892	\$142,503	\$142,503	\$142,503
5032 - DISABILITY INSURANCE	\$502	\$3,834	\$3,834	\$2,946	\$7,032	\$7,032	\$7,032
5034 - EDUCATION REIMBURSEMENT	\$0	\$350	\$350	\$0	\$0	\$0	\$0
5043 - OTHER BENEFITS	\$0	\$4,153	\$14,292	\$12,156	\$8,186	\$8,186	\$8,186
SALARIES & BENEFITS	\$70,938	\$490,442	\$490,442	\$420,314	\$1,027,444	\$1,027,444	\$1,027,444
5112 - PERSONAL & SAFETY EQUIPMENT	\$1,775	\$0	\$2,000	\$1,049	\$4,800	\$4,800	\$4,800
5122 - CELL PHONES	\$1,394	\$6,663	\$6,663	\$3,954	\$6,584	\$6,584	\$6,584
5171 - MAINTENANCE OF EQUIPMENT	\$0	\$1,000	\$1,000	\$0	\$0	\$0	\$0
5211 - MEMBERSHIPS	\$0	\$250	\$250	\$90	\$3,610	\$3,610	\$3,610
5232 - OFFICE & OTHER EQUIP < \$5,000	\$0	\$66,042	\$110,156	\$50,052	\$126,281	\$126,281	\$126,281
5260 - HEALTH - EMPLOYEE PHYSICALS	\$0	\$250	\$250	\$0	\$150	\$150	\$150
5263 - ADVERTISING	\$0	\$3,450	\$5,500	\$3,464	\$17,130	\$17,130	\$17,130
5265 - PROFESSIONAL & SPECIAL SERVICE	\$3,122	\$275,423	\$242,668	\$13,597	\$362,049	\$323,009	\$323,009
5281 - RENTS & LEASES-EQUIPMENT	\$0	\$960	\$960	\$0	\$0	\$0	\$0
5291 - OFFICE, SPACE & SITE RENTAL	\$27,420	\$32,412	\$32,621	\$34,224	\$41,647	\$41,647	\$41,647

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2022 TODAY'S DATE: 09/22/2022

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	YTD ACTUALS 06/30/2021	BOARD APPROVED 06/30/2022	WORKING BUDGET 06/30/2022	YTD ACTUALS 06/30/2022	DEPT REQUESTED 06/30/2023	CAO RECOMM 06/30/2023	BOARD APPROVED 06/30/2023
5311 - GENERAL OPERATING EXPENSE	\$7,207	\$32,252	\$60,265	\$30,801	\$87,410	\$87,410	\$87,410
5326 - LATE FEES & FINANCE CHARGES	\$0	\$0	\$9	\$9	\$0	\$0	\$0
5331 - TRAVEL EXPENSE	(\$585)	\$31,976	\$29,021	\$12,459	\$53,390	\$53,390	\$53,390
5351 - UTILITIES	\$11,935	\$15,830	\$21,753	\$17,607	\$21,134	\$21,134	\$21,134
SERVICES & SUPPLIES	\$52,269	\$466,508	\$513,116	\$167,309	\$724,185	\$685,145	\$685,145
5121 - INTERNAL CHARGES	\$40,681	\$53,100	\$53,300	\$49,945	\$81,025	\$81,025	\$81,025
5123 - TECH REFRESH EXPENSE	\$0	\$5,406	\$5,406	\$5,406	\$6,527	\$6,527	\$6,527
5124 - EXTERNAL CHARGES	\$0	\$0	\$0	\$0	\$0	\$19,000	\$19,000
5127 - MOBILE DEVICE MANAGEMENT-INTER	\$14	\$104	\$104	\$100	\$62	\$62	\$62
5129 - INTERNAL COPY CHARGES (NON-IS)	\$228	\$1,582	\$1,982	\$1,512	\$3,165	\$3,165	\$3,165
5152 - WORKERS COMPENSATION	\$597	\$4,432	\$4,432	\$4,432	\$9,879	\$9,879	\$9,879
5155 - PUBLIC LIABILITY INSURANCE	\$496	\$6,672	\$6,672	\$6,672	\$15,454	\$15,454	\$15,454
5315 - COUNTY COST PLAN	\$8,544	\$96,115	\$100,779	\$96,115	\$78,527	\$78,527	\$78,527
5333 - MOTOR POOL	\$3,863	\$21,600	\$20,250	\$3,291	\$31,500	\$31,500	\$31,500
INTERNAL CHARGES	\$54,425	\$189,011	\$192,925	\$167,475	\$226,139	\$245,139	\$245,139
5501 - SUPPORT & CARE OF PERSONS	\$0	\$0	\$0	\$0	\$0	\$39,040	\$39,040
5539 - OTHER AGENCY CONTRIBUTIONS	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
OTHER CHARGES	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$49,040	\$49,040
5561 - PRINCIPAL ON NOTES PAYABLE	\$47,507	\$26,550	\$26,550	\$26,526	\$0	\$0	\$0
DEBT SERVICE PRINCIPAL	\$47,507	\$26,550	\$26,550	\$26,526	\$0	\$0	\$0
5650 - EQUIPMENT	\$0	\$5,500	\$24,600	\$0	\$30,000	\$30,000	\$30,000
5655 - VEHICLES	\$52,610	\$0	\$0	\$0	\$0	\$0	\$0
5700 - CONSTRUCTION IN PROGRESS	\$0	\$233,883	\$302,912	\$16,170	\$323,883	\$323,883	\$323,883
FIXED ASSETS	\$52,610	\$239,383	\$327,512	\$16,170	\$353,883	\$353,883	\$353,883
TOTAL EXPENSES:	\$287,751	\$1,421,894	\$1,560,545	\$807,797	\$2,341,651	\$2,360,651	\$2,360,651
NET NOCOPY	\$3,728,427	(\$16,113,804)	(\$22,220,908)	(\$1,525,852)	(\$13,257,709)	(\$9,765,057)	(\$10,416,304)

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

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NOSCHED2							
REVENUES:							
4001 - CURRENT SECURED TAXES	\$77,433	\$74,110	\$74,110	\$79,671	\$74,110	\$74,110	\$74,110
4004 - CURRENT UNSECURED TAXES	\$5,816	\$6,400	\$6,400	\$6,172	\$6,400	\$6,400	\$6,400
4008 - SB813 DISTRIBUTIONS	\$0	\$0	\$0	\$773	\$0	\$0	\$0
4021 - PRIOR YEAR SECURED TAXES	\$1,448	\$0	\$0	\$784	\$0	\$0	\$0
TAXES - PROPERTY	\$84,699	\$80,510	\$80,510	\$87,402	\$80,510	\$80,510	\$80,510
4301 - INTEREST FROM TREASURY	\$9,011	\$10,500	\$10,500	\$4,029	\$2,600	\$2,600	\$2,600
4303 - INTEREST ON TAX FUNDS	\$0	\$0	\$0	\$125	\$0	\$0	\$0
4310 - EQUIPMENT RENTAL	\$0	\$200	\$200	\$0	\$200	\$200	\$200
REV USE OF MONEY & PROPERTY	\$9,011	\$10,700	\$10,700	\$4,155	\$2,800	\$2,800	\$2,800
4472 - HOMEOWNERS PROPERTY TAX RELIEF	\$385	\$210	\$210	\$384	\$210	\$210	\$210
AID FROM OTHER GOVT AGENCIES	\$385	\$210	\$210	\$384	\$210	\$210	\$210
4753 - SEWER SERVICE/CONNECTION FEES	\$53,382	\$53,000	\$53,000	\$55,440	\$53,000	\$53,000	\$53,000
CHARGES FOR CURRENT SERVICES	\$53,382	\$53,000	\$53,000	\$55,440	\$53,000	\$53,000	\$53,000
TOTAL REVENUES:	\$147,478	\$144,420	\$144,420	\$147,383	\$136,520	\$136,520	\$136,520
EXPENSES:							
5001 - SALARIED EMPLOYEES	\$13,843	\$15,290	\$15,278	\$10,972	\$14,116	\$13,955	\$13,955
5005 - HOLIDAY OVERTIME	\$37	\$400	\$400	\$0	\$400	\$400	\$400
5021 - RETIREMENT & SOCIAL SECURITY	\$1,099	\$1,257	\$1,257	\$864	\$1,116	\$1,103	\$1,103
5022 - PERS RETIREMENT	(\$3,467)	\$2,234	\$2,234	\$1,693	\$1,985	\$1,958	\$1,958
5024 - RETIREMENT-UNFUNDED LIAB	\$696	\$713	\$713	\$713	\$804	\$804	\$804
5031 - MEDICAL INSURANCE	\$1,281	\$1,423	\$1,435	\$1,219	\$2,571	\$2,571	\$2,571
5032 - DISABILITY INSURANCE	\$150	\$199	\$199	\$123	\$163	\$162	\$162
5043 - OTHER BENEFITS	\$795	\$797	\$797	\$626	\$219	\$219	\$219
SALARIES & BENEFITS	\$14,436	\$22,313	\$22,313	\$16,214	\$21,374	\$21,172	\$21,172
5173 - MAINTENANCE OF EQUIPMENT-MATER	\$0	\$3,000	\$3,000	\$0	\$3,000	\$3,000	\$3,000
5191 - MAINTENANCE OF STRUCTURES	\$0	\$29,000	\$29,000	\$0	\$29,000	\$29,000	\$29,000
5263 - ADVERTISING	\$0	\$1,000	\$1,000	\$0	\$1,000	\$1,000	\$1,000
5265 - PROFESSIONAL & SPECIAL SERVICE	\$16,457	\$72,500	\$72,500	\$23,104	\$72,500	\$72,500	\$72,500
5311 - GENERAL OPERATING EXPENSE	\$315	\$2,930	\$2,930	\$356	\$2,930	\$2,930	\$2,930
5351 - UTILITIES	\$23,778	\$24,700	\$24,700	\$24,015	\$25,000	\$25,000	\$25,000

COUNTY OF INYO

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SERVICES & SUPPLIES	\$40,551	\$133,130	\$133,130	\$47,475	\$133,430	\$133,430	\$133,430
5124 - EXTERNAL CHARGES	\$8,641	\$19,200	\$19,200	\$8,597	\$19,200	\$19,200	\$19,200
5152 - WORKERS COMPENSATION	\$88	\$223	\$223	\$223	\$201	\$201	\$201
5155 - PUBLIC LIABILITY INSURANCE	\$47	\$345	\$345	\$345	\$319	\$319	\$319
5315 - COUNTY COST PLAN	\$15,728	\$20,298	\$20,298	\$20,298	\$0	\$0	\$0
INTERNAL CHARGES	\$24,504	\$40,066	\$40,066	\$29,463	\$19,720	\$19,720	\$19,720
5620 - INFRASTRUCTURE	\$0	\$0	\$26,615	\$26,614	\$0	\$0	\$0
5700 - CONSTRUCTION IN PROGRESS	\$0	\$50,000	\$23,385	\$0	\$60,000	\$60,000	\$60,000
FIXED ASSETS	\$0	\$50,000	\$50,000	\$26,614	\$60,000	\$60,000	\$60,000
5799 - DEPRECIATION	\$12,753	\$0	\$0	\$0	\$0	\$0	\$0
DEPRECIATION	\$12,753	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENSES:	\$92,246	\$245,509	\$245,509	\$119,767	\$234,524	\$234,322	\$234,322
NET NOSCHED2	\$3,783,659	(\$16,214,893)	(\$22,321,997)	(\$1,498,237)	(\$13,355,713)	(\$9,862,859)	(\$10,514,106)

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COUNTY TOTALS FOR REVENUES:	\$98,526,622	\$110,361,936	\$116,494,224	\$110,316,357	\$112,418,706	\$120,467,746	\$121,467,746
EXPENSES:	(\$94,742,962)	(\$126,576,829)	(\$138,816,221)	(\$111,814,594)	(\$125,774,419)	(\$130,330,605)	(\$131,981,852)
REPORT NET	\$3,783,659	(\$16,214,893)	(\$22,321,997)	(\$1,498,237)	(\$13,355,713)	(\$9,862,859)	(\$10,514,106)



County of Inyo



Treasurer-Tax Collector

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: September 27, 2022

FROM: Alisha McMurtrie

SUBJECT: Presentation on Repealing Inyo County Code Section 3.20.035, ALLOWANCE FOR COLLECTION COSTS, a.k.a. TOT Operator Allowance

RECOMMENDED ACTION:

Request Board hear a presentation on repealing Inyo County Code Section 3.20.035, "Allowance for Collection Costs," a.k.a. TOT Operator Allowance.

SUMMARY/JUSTIFICATION:

The purpose of this discussion is to provide a final review of Inyo County Code section 3.20.035. In your previous Board meetings, your Board directed staff to move forward with repealing the Allowance for Collection Costs, aka Operator Allowance. Staff are here today at your request to conduct the final review and answer any questions you may have. We will then proceed at a future date with the formal process to amend the relevant provisions of Inyo County's TOT code. Attached is a draft ordinance for your review.

While recognizing the importance of the Operator's Allowance to many of our hotel/motel/STR partners, current times dictate we make adjustments to our policies and position our TOT administrator to enter into contractual agreements that will assist a vital segment of our TOT operators in their business operations. All of our operators who collect and remit TOT to the County are valuable partners. It is in the best interest of the Inyo County taxpayers, our TOT Partners, and County operations, that we are able to put into place the most efficient and cost-effective collection techniques available to us all. This can be direct remittance reporting, through a collection management firm, or a collection agreement with the online platforms. It is the obligation of the Treasurer-Tax Collector to utilize all methods of collection available. This is the first step towards the overall goal.

Also attached is a sample budget policy that begins to outline a pathway forward for the management of the revenues formerly designated as Operator Allowances. By the end of the discussion today, staff will be requesting directions on next steps for a budget policy. At the July 19, 2022 Board meeting, approval was given to designate the Operator Allowances revenues to a fund separate from the TOT Trust, with an earmark towards community projects. Careful consideration must be given to how the County identifies these funds within said Trust, due to the sensitive nature of that information and it being of a proprietary nature to our local TOT operators. Also to be considered are the rest of the unknowns surrounding TOT. Measure Q on the November ballot, if passed, has the potential to significantly equalize Districts' contributions to said fund. The fact that the data for an accurate analysis will not be available for 18-24 months should also be considered. Measure Q, if passed, does not take effect until 7/1/2023, the same timeline as the repeal of the Operator Allowance. We are putting into place now the stepping stones to a smooth transition for both our TOT Operators, any new

Operators, as well as the Tax Collector's office.

BACKGROUND/HISTORY OF BOARD ACTIONS:

At the July 19, 2022 Board of Supervisors meeting, your Board directed staff to bring back a proposal to repeal the TOT Operator Allowance.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There are no costs associated with this item. The budgeting implications of the actual rescission of the TOT Operator Allowance will depend on what provisions the Board approves with regard to how the revenue will be allocated.

ATTACHMENTS:

1. Inyo County Code Section 3.20.035
2. Draft TOT District Improvement Policy
3. TOT Operator Allowance Rescission Draft Ordinance

APPROVALS:

Alisha McMurtrie	Created/Initiated - 9/22/2022
Darcy Ellis	Approved - 9/22/2022
Nate Greenberg	Approved - 9/22/2022
Amy Shepherd	Approved - 9/23/2022
John Vallejo	Approved - 9/23/2022
Alisha McMurtrie	Final Approval - 9/23/2022

- [nyo County, California County Code](#)
- [Title 3 REVENUE AND FINANCE](#)
- [Chapter 3.20 TRANSIENT OCCUPANCY TAX](#)

3.20.035 Allowance for collection costs.

From the full amount of the tax collected and transmitted to the tax collector pursuant to Section [3.20.030](#), each operator may deduct and retain as and for his or her administrative expense in the collection of said tax, an amount equal to four percent of the total tax to be paid. (Ord. 618 § 2, 1985.)

POLICY

TOT-DISTRICT IMPROVEMENT FUND

GENERAL

On July 1, 2023, the TOT Operator Allowance was repealed. The portion of funds that were previously retained by TOT operator will now be remitted to the County of Inyo and designated to an assigned fund for the purpose of community projects, tourism and ect./(TBD).

GUIDELINES

- Effective July 1, 2023.
- 4% of all TOT tax collected will be deposited into a stand-alone designated fund.
- The funds will be used for community projects, tourism-related activities, ect. with recommendations from district supervisors.
- No funds will be expended for a period of 12 to 18 months from the effective date of the TOT OA repeal.
- Allocation of funds – (TBD)



County of Inyo



Public Works

COMMENT - NO ACTION REQUIRED

MEETING: September 27, 2022

FROM: Greg Waters

SUBJECT: Capital Improvement Plan

RECOMMENDED ACTION:

Request Board receive presentation on Inyo County Road Department Capital Improvement Program 2021-2027.

SUMMARY/JUSTIFICATION:

The Capital Improvement Plan is a snapshot of current road projects, and a look forward to future years' proposed projects.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Inyo County Public Works updates its Capital Improvement Plan periodically.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board may elect to add, delete, or promote some projects contained within the Capital Improvement Plan.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved.

FINANCING:

Many of the projects submitted within the scope of the Capital Improvement Plan will be financed using RMRA (SB-1) funding.

ATTACHMENTS:

1. Capital Improvement Plan 8-11-2022 253PM
2. CIP 2022 FINAL w COVER 8-11-22

APPROVALS:

Greg Waters
Darcy Ellis
Greg Waters
Michael Errante

Created/Initiated - 8/3/2022
Approved - 8/3/2022
Approved - 8/18/2022
Approved - 8/18/2022

John Pinckney

Final Approval - 9/22/2022

INYO COUNTY
DEPARTMENT OF PUBLIC WORKS



CAPITAL IMPROVEMENT PROGRAM
2021-2027

CAPITAL IMPROVEMENT PROGRAM

- **This Capital Improvement Program (CIP) publication has been prepared for the Inyo County Board of Supervisors, residents of Inyo County and other interested stakeholders.**
- **The purpose is to provide information regarding projects planned, considered, or needs identified for the current fiscal year, and projected four years into the future.**

PROJECT FUNDING SOURCES

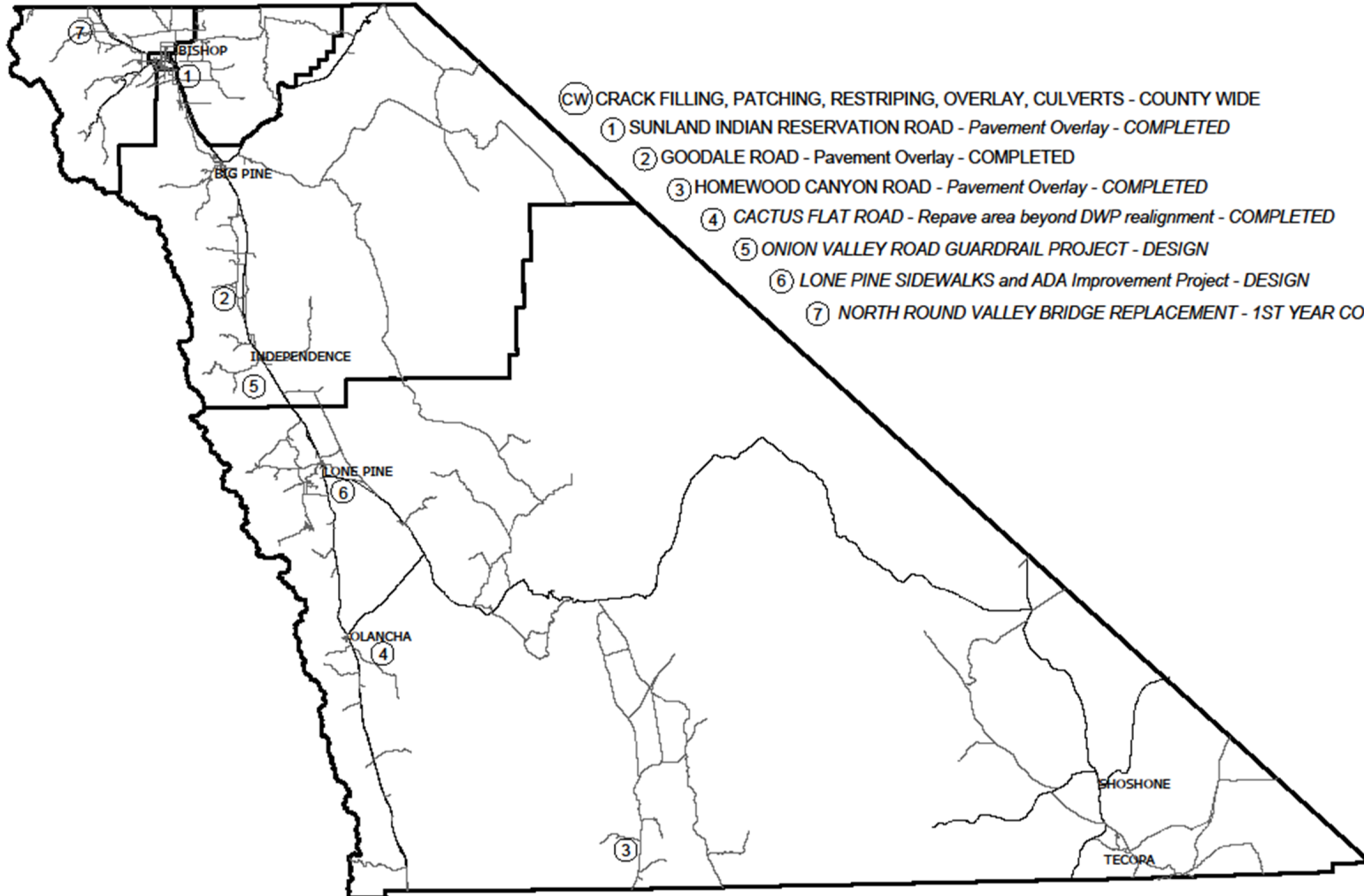
HUTA	HIGHWAY USER TAX ACCOUNT (2103-2106)
RMRA	Road Maintenance and Rehabilitation Account (SB 1)
RSTP	REGIONAL SURFACE TRANSPORTATION PROGRAM
HSIP	HIGHWAY SAFETY IMPROVEMENT PROGRAM
STIP	STATE TRANSPORTATION IMPROVEMENT PROGRAM
HBP	HIGHWAY BRIDGE PROGRAM
ATP	ACTIVE TRANSPORTATION PROGRAM
OES	CALIFORNIA OFFICE OF EMERGENCY SERVICES
FLAP	FEDERAL LAND ACCESS PROGRAM

PROJECT PRIORITIZATION

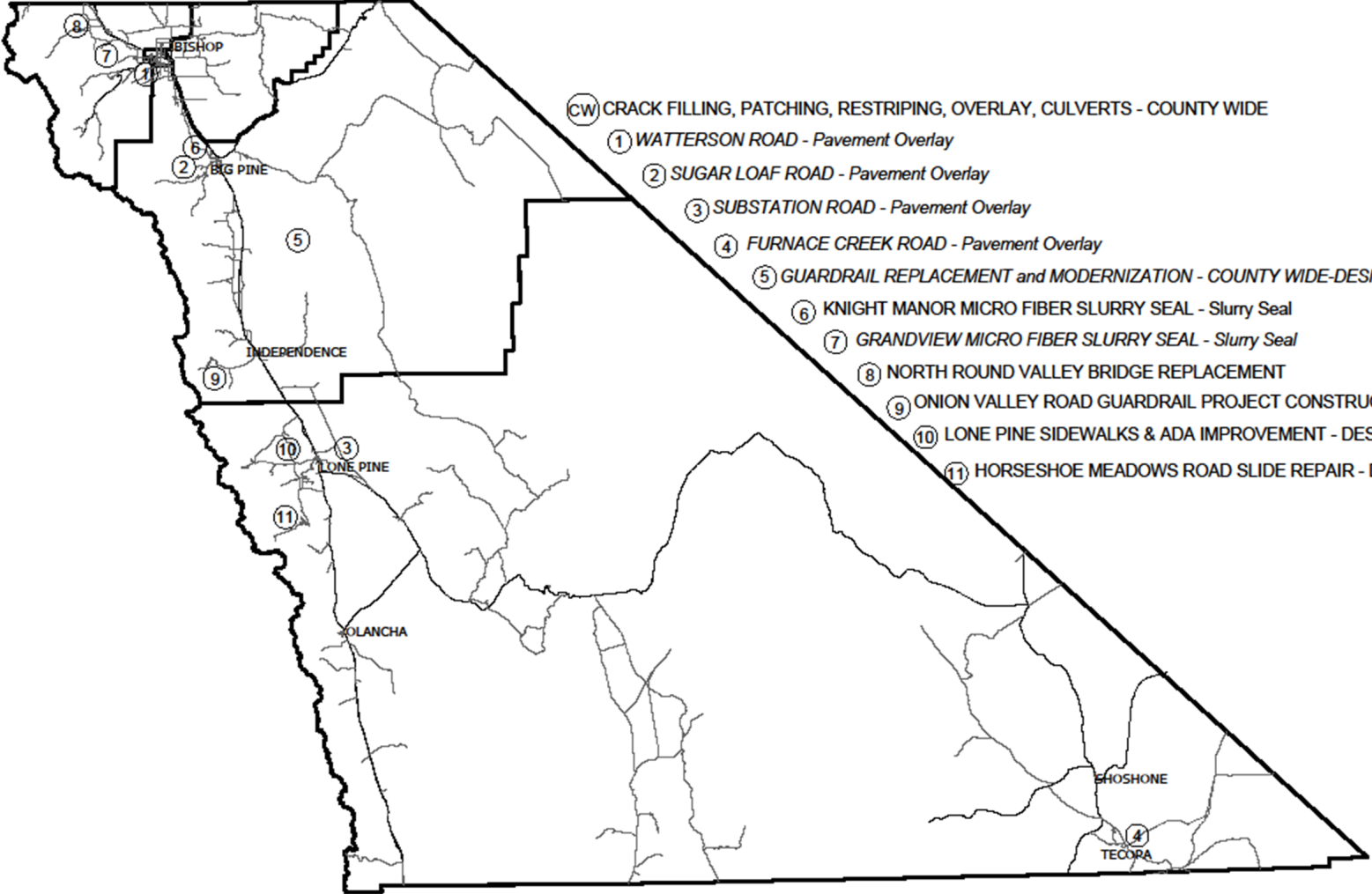
The goal of any reinvestment plan that applies scarce county tax dollars is to distribute the funds equitably while improving and protecting the County's largest asset based primarily on the following criteria, from greatest to least.

- Public Safety**
- Scheduled Maintenance – Preservation of Capital Assets Through the Pavement Management Program**
- Efficient Travel**

INYO COUNTY PUBLIC WORKS CIP PROJECTS 2021- 2022

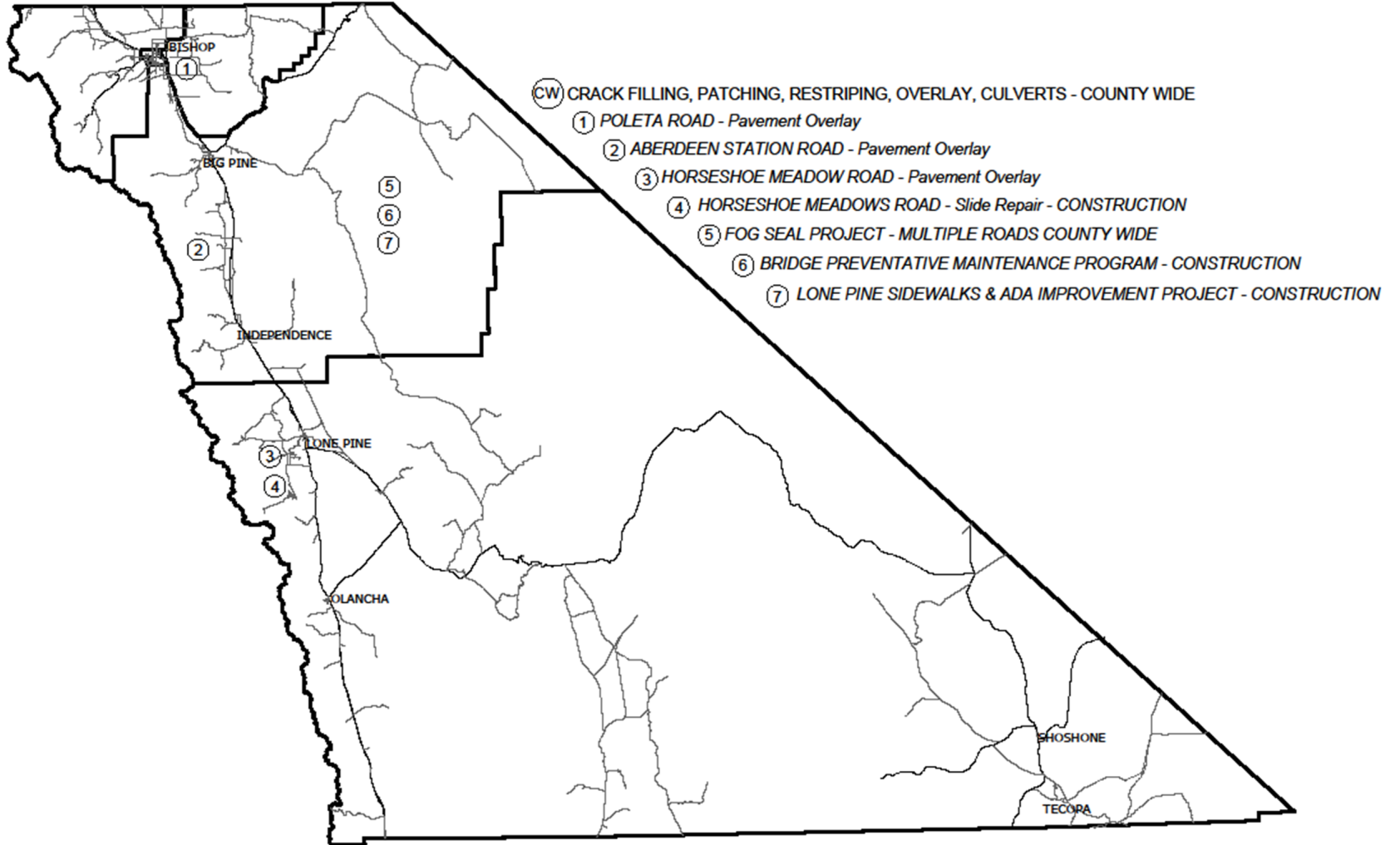


INYO COUNTY PUBLIC WORKS CIP PROJECTS 2022-2023

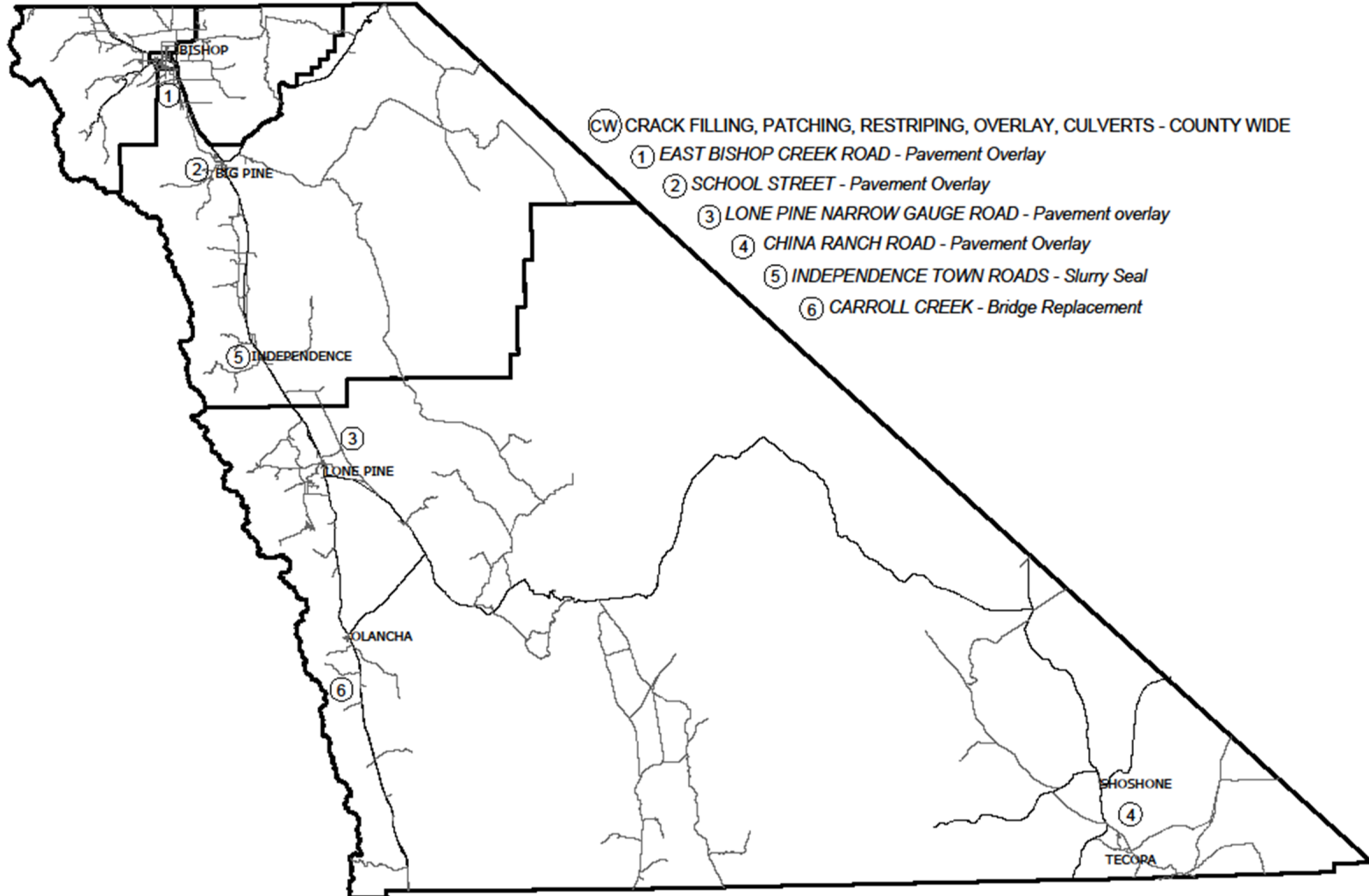


- (CW) CRACK FILLING, PATCHING, RESTRIPING, OVERLAY, CULVERTS - COUNTY WIDE
- ① WATTERSON ROAD - Pavement Overlay
- ② SUGAR LOAF ROAD - Pavement Overlay
- ③ SUBSTATION ROAD - Pavement Overlay
- ④ FURNACE CREEK ROAD - Pavement Overlay
- ⑤ GUARDRAIL REPLACEMENT and MODERNIZATION - COUNTY WIDE-DESIGN
- ⑥ KNIGHT MANOR MICRO FIBER SLURRY SEAL - Slurry Seal
- ⑦ GRANDVIEW MICRO FIBER SLURRY SEAL - Slurry Seal
- ⑧ NORTH ROUND VALLEY BRIDGE REPLACEMENT
- ⑨ ONION VALLEY ROAD GUARDRAIL PROJECT CONSTRUCTION
- ⑩ LONE PINE SIDEWALKS & ADA IMPROVEMENT - DESIGN
- ⑪ HORSESHOE MEADOWS ROAD SLIDE REPAIR - DESIGN

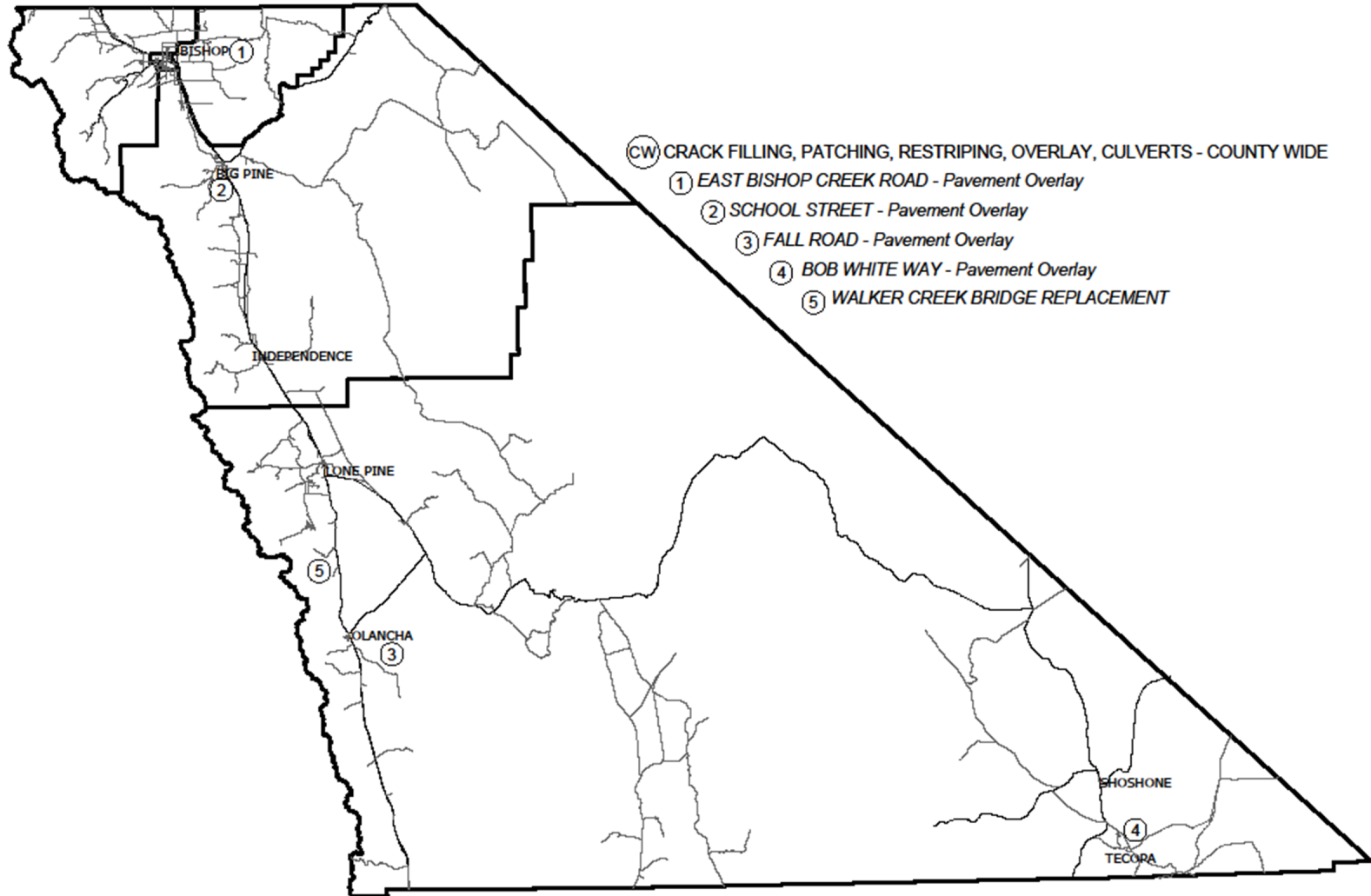
INYO COUNTY PUBLIC WORKS CIP PROJECTS 2023-2024



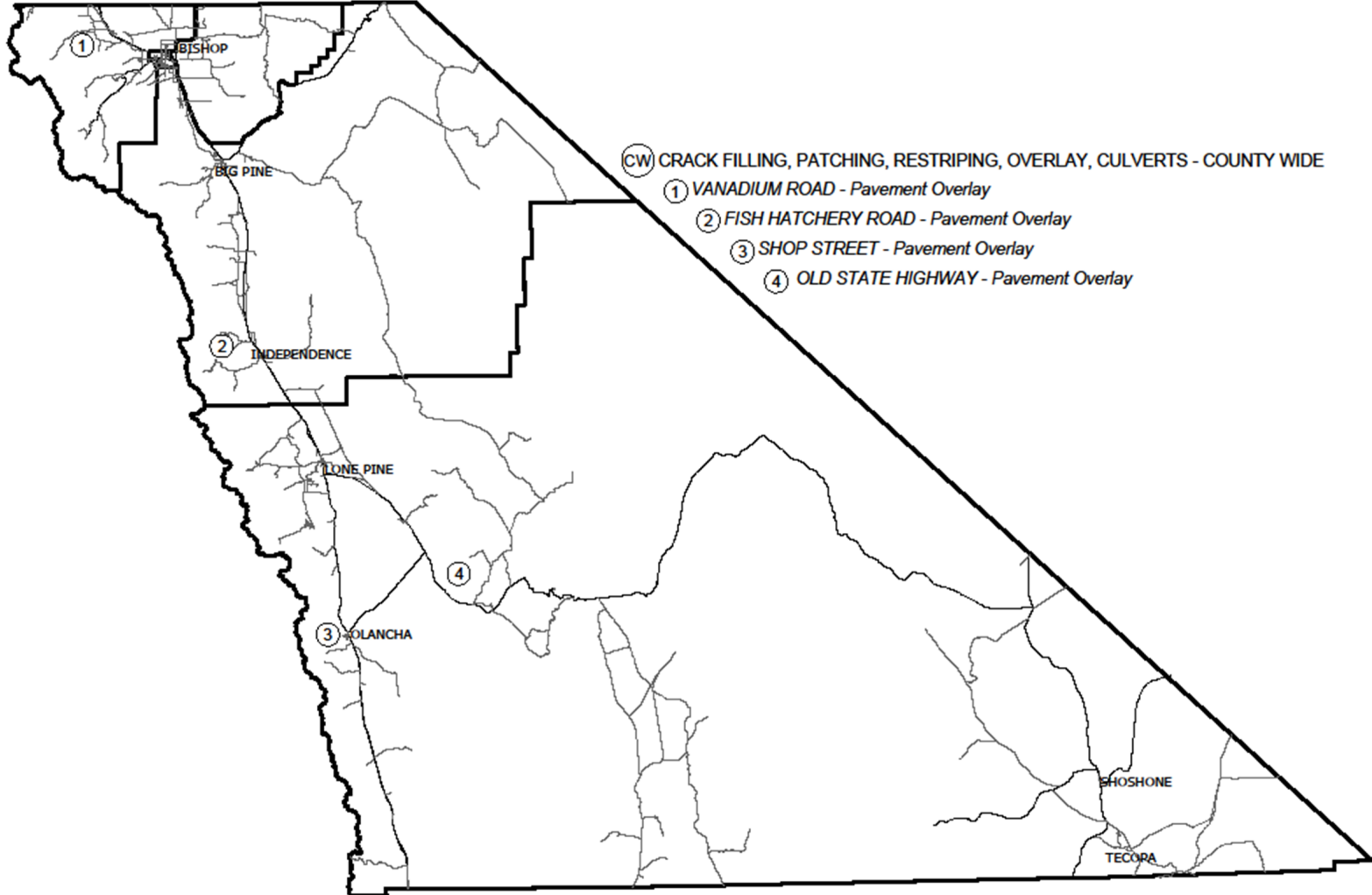
INYO COUNTY PUBLIC WORKS CIP PROJECTS 2024-2025



INYO COUNTY PUBLIC WORKS CIP PROJECTS 2025-2026



INYO COUNTY PUBLIC WORKS CIP PROJECTS 2026-2027





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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

FISCAL YEARS
2021-2027

CAPITAL IMPROVEMENT PROGRAM



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EXECUTIVE SUMMARY

This Capital Improvement Program (CIP) publication has been prepared for the Inyo County Board of Supervisors, residents of Inyo County and other interested stakeholders. The purpose is to provide information regarding sources of revenue and projects planned over a six year period, the current fiscal year and projected five years into the future. The emphasis is on road projects, especially those funded in whole or in part by the Senate Bill 1 Gas Tax or also known as the Road Maintenance and Rehabilitation Account (RMRA).

Between 2010 and 2017, California realized an overall decline in the gas tax revenue collected and distributed to Local Government Road & Public Works Departments under the Highway User Tax (HUTA). The reasons are diverse, but can be attributed primarily to these factors:

- A state-wide reduction in miles traveled due to the global economic contraction, which resulted in less discretionary income for leisure travel. Additionally, telecommuting and internet shopping have reduced the number of miles driven.
- Road fuel taxes were historically based on a flat per gallon rate, not on a percentage of sales. As the cost of labor and materials continued to escalate due to the inflationary effects of stimulus dollars, the tax revenues collected lost real value in terms of purchasing power to procure transportation construction and maintenance services.
- Vehicles have become more fuel efficient which has resulted in more travel miles with less tax revenue-per-mile-driven collected. This is especially true with the growth of the percentage of electric and hybrid vehicles. Although electric and hybrid vehicles are relatively lightweight and contribute less to pavement damage, they do increase congestion on public roads, requiring an ever increasing number of miles of roadways or additional road lanes. Additionally, there is a growing need to expand the number of electric charging stations for all-electric vehicles.

In April 2017, Governor Brown signed RMRA that was expected to provide \$52 Billion to transportation projects over a ten-year period. In November 2018, Proposition 6 was put on the ballot to repeal Senate Bill 1. This repeal effort failed, but due to the uncertainties of realizing any RMRA revenues for the 2018-2019 fiscal year, all planned projects that depended in whole or in part on RMRA funds were placed on hold until after the election. There was concern that Proposition 6 could require the repayment of previously expended SB- 1/RMRA funds.

Although the anticipated revenues from the RMRA tax were expected to increase yearly for the next five years, the funding is showing indication of falling below that of the projected

revenues; which can be attributed to higher fuel efficiency of vehicles, higher cost of fuel and an increase of purchases of alternative fuel vehicles.

The matrix on the next page provides the amount received from the RMRA tax to date.

RMRA FUNDING TO DATE

RMRA Receipts Through June 2022			
Month	Year	Total	
January	2018	\$27,684.17	
February	2018	\$75,059.93	
March	2018	\$111,502.39	
April	2018	\$122,151.65	
May	2018	\$116,168.13	
June	2018	\$160,817.12	
July	2018	\$142,763.04	
August	2018	\$205,153.37	
		\$961,299.80	
September	2018	\$261,614.14	
October	2018	\$255,900.75	
November	2018	\$253,299.10	
December	2018	\$243,394.85	
January	2019	\$236,090.66	
February	2019	\$282,038.59	
March	2019	\$209,571.89	
April	2019	\$306,960.65	
May	2019	\$216,632.38	
June	2019	\$226,543.50	
July	2019	\$281,465.70	
August	2019	\$254,329.64	
Total 2018-2019		\$3,027,841.85	
September	2019	\$257,870.92	
October	2019	\$289,662.98	
November	2019	\$270,970.38	
December	2019	\$231,399.71	
January	2020	\$245,317.67	
February	2020	\$256,903.91	
March	2020	\$225,249.02	
April	2020	\$283,145.39	
May	2020	\$126,337.14	
June	2020	\$218,490.88	
July	2020	\$200,403.49	
August	2020	\$224,673.41	
Total 2019-2020		\$2,830,424.90	
September	2020	\$242,201.16	
October	2020	\$271,907.26	
November	2020	\$256,989.32	
December	2020	\$224,369.99	
January	2021	\$277,075.09	
February	2021	\$220,085.43	
March	2021	\$215,561.54	
April	2021	\$252,957.96	
May	2021	\$244,796.64	
June	2021	\$231,443.64	
July	2021	\$291,505.53	
August	2021	\$253,371.00	
Total 2020-2021		\$2,982,264.56	
September	2021	\$271,870.33	
October	2021	\$300,942.86	
November	2021	\$265,637.40	
December	2021	\$256,222.63	
January	2022	\$263,967.62	
February	2022	\$248,576.41	
March	2022	\$248,689.98	
April	2022	\$274,575.92	
May	2022	\$259,194.87	
June	2022	\$280,490.87	
July	2022	\$267,017.00	<i>Projected</i>
August	2022	\$267,017.00	<i>Projected</i>
Total 2021-2022		\$3,204,202.89	
		\$13,006,034.00	Total Funds Received or Projected through June 2022

RMRA EXPENDITURES THROUGH JUNE 2022

Year	Expenditures	RMRA Project #	Project Name
2017-2018	(\$596,837.98)	1	Crack Fill
2017-2018	(\$40,377.21)	2	Striping
Total 2017-2018	(\$637,215.19)		
2018-2019	(\$358,988.54)	1	Crack Fill
2018-2019	(\$103,265.60)	2	Striping
2018-2019	(\$7,594.22)	3	Laws Poleta
2018-2019	(\$65,617.77)	4	Dolomite
Total 2018-2019	(\$535,466.13)		
2019-2020	(\$1,081,483.41)	1	Crack Fill
2019-2020	(\$108,242.21)	2	Striping
2019-2020	(\$94,810.20)	3	Laws Poleta Overlay
2019-2020	(\$14,639.68)	5	South Lake Road
2019-2020	(\$262,414.00)	7	Jay Street
2019-2020	(\$172,512.61)	8	Onion Valley
2019-2020	(\$123,022.73)	10	N Round Valley Bridge- Birchim Lane Overlay & Bridge Design
2019-2020	(\$79,044.29)	11	Panamint Valley Road Overlay
2019-2020	(\$164,767.59)	12	Old Spanish Trail Overlay
Total 2019-2020	(\$2,100,936.72)		
2020-2021	(\$280,129.76)	5	South lake Road
2020-2021	(\$15,218.83)	9	Cactus Flat
2020-2021	(\$137,778.43)	10	North Round Valley
2020-2021	(\$1,377,849.71)	13	Force Account Road Maintenance
2020-2021	(\$20,129.08)	14	Warm Springs Overlay
2020-2021	(\$71,022.54)	16	Trona Wildrose Chip Seal
2020-2021	(\$496,158.48)	17	Panamint Valley Road Overlay
2020-2021	(\$203,317.69)	18	Old Spanish Trail Road Overlay
2020-2021	(\$3,446.44)	19	Grandview Fiber Seal (Prep Work)
Total 2020-2021	(\$2,605,050.96)		
	(\$2,600,000)	<i>Wild Guess</i>	<i>Placeholder</i>
Total 2021-2022	(\$2,600,000)		
Total RMRA Expe	(\$8,478,669)	Approximated	
Remaining RMRA Funds	\$4,527,365	Approximated	

Road tax revenues or funds are divided between two categories, Discretionary and Restricted. Discretionary Funds can be used for a broad variety of projects with a clear nexus to transportation. Restricted Funds must be used for a specific purpose. Highway User Tax (HUTA) is a discretionary fund that can be used to pay any operational costs of the road department, including salaries, overhead, equipment purchase and maintenance, buy materials, plow snow, or for any other specific or unique projects. The RMRA gas tax funds are restricted funds that can only be spent on projects that have been approved by a County of Inyo Board resolution and subsequently submitted annually to the State of California through the CalSMART program before the work is performed.

If the county-wide average Pavement Condition Index (PCI) is 80 percentile or less, the gas tax funds must be used to maintain existing roadways. If the county-wide average PCI is 81 percentile or higher, the RMRA funds may be spent on ancillary projects, such as bike trails, charging stations, etc. Inyo County's Paved Road System currently has a PCI rating of 60 (Fair)

Inyo County Public Works administers a Pavement Management Program (PMP). One task of this PMP is to perform a pavement condition assessment of the county paved roads. One-third of the 510 centerline miles of county paved roads are inspected annually. The results are uploaded to a MicroPaver Database for analysis. This results in every paved road mile being inspected, and assigned a PCI rating every three years.

In addition to HUTA discretionary funds and RMRA restricted funds, there are various other sources of revenues for specific projects, mostly from State and Federal grants, as listed below.

OTHER PROJECT FUNDING SOURCES

HUTA	Highway User Tax Account (2103-2106)
RSTP	Regional Surface Transportation Program
HSIP	Highway Safety Improvement Tax
STIP	State Transportation Improvement Program
HBP	Highway Bridge Program
ATP	Active Transportation Program
OES	California Office of Emergency Services
FLAP	Federal Land Access Program

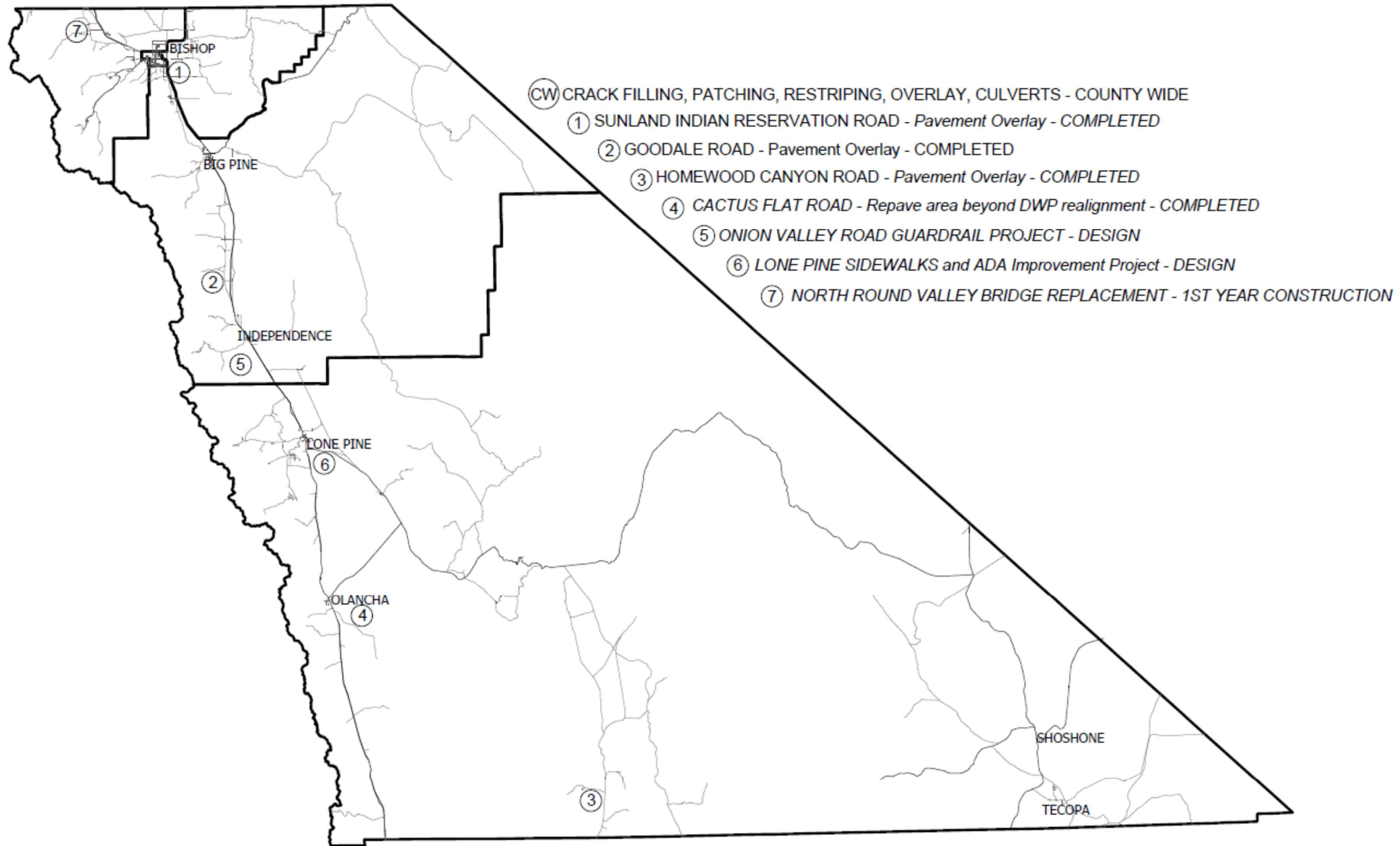
PROJECT PRIORITIZATION

The goal of any reinvestment plan that applies scarce county tax dollars is to distribute the funds equitably while improving and protecting the county's largest asset based primarily on the following criteria, from greatest to least.

- Public Safety
- Scheduled Maintenance – Preservation of Capital Assets through the Pavement Management Program
- Efficient Travel

PROJECT MAPS AND LISTINGS

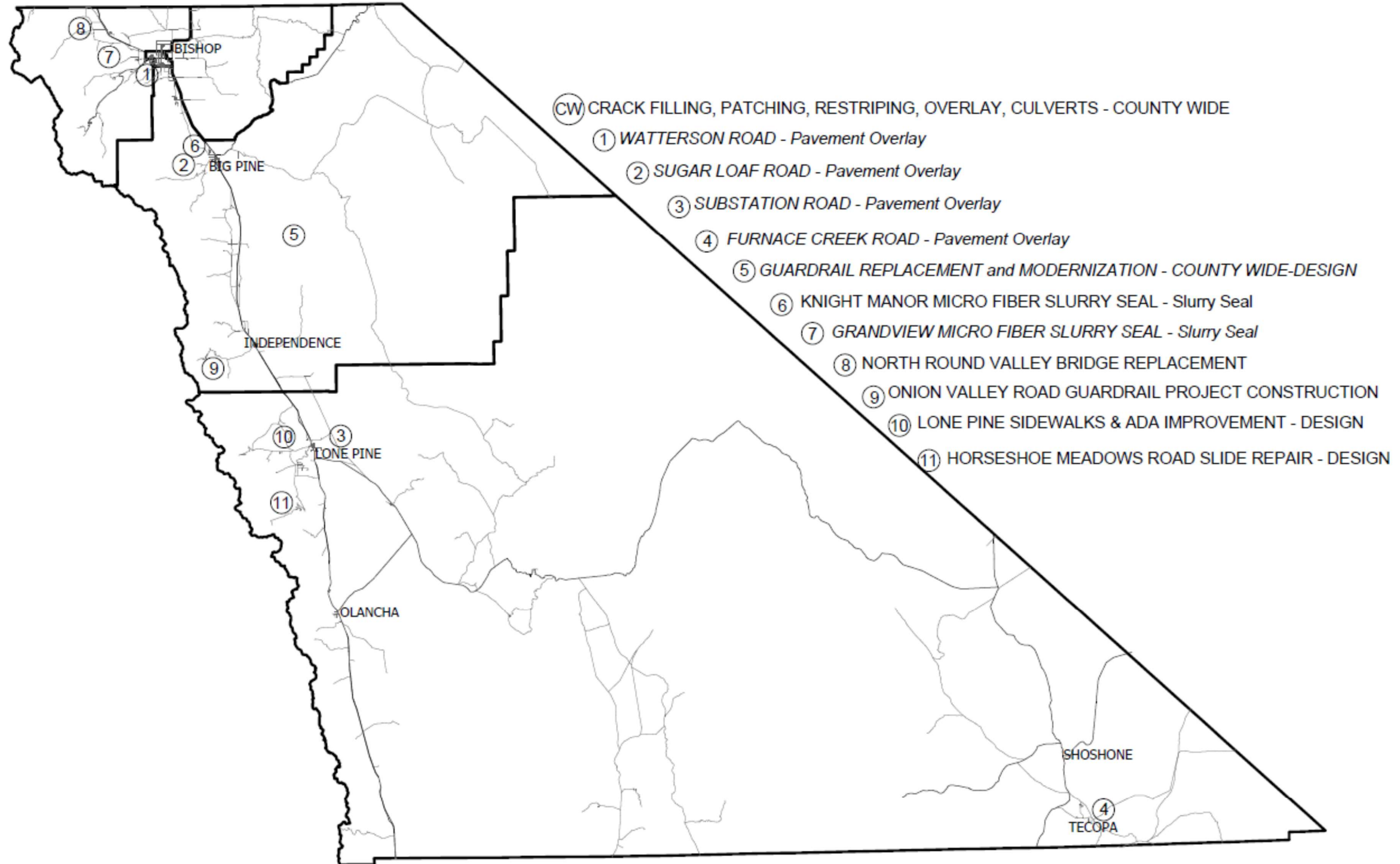
INYO COUNTY PUBLIC WORKS CIP PROJECTS 2021- 2022



CIP PROJECTS 2021-2022

Map ID #	Road District	Road Number	Resource	Fiscal Year	Road & Bridge Projects	Location	Useful Life	Scope of Work	Estimated Costs	RMRA Funding	RMRA #
County Wide	All	County Wide	Road Crews	2021-2022	Crack Fill/Patching/Restriping/Overlay/Culverts	County Wide	2-5 Years	Crack fill/patching/restriping/overlay/culverts as required	\$1,500,000	\$1,500,000	13
1	D-1	2031	Road Crews	2021-2022	Sunland Indian Reservation Road from HWY 395 west to Sunland Road 1.29 miles - COMPLETED	Bishop	10 Years	CMA Overlay	\$490,000	\$490,000	13
2	D-2	3025	Road Crews	2021-2022	Goodale Road 1.2 miles - COMPLETED	Independence	10 Years	CMA Overlay	\$456,000	\$456,000	13
3	D-3	5048	Road Crews	2021-2022	Homewood Canyon Road, the upper most 1.5 miles - COMPLETED	Searles Valley	10 Years	CMA Overlay	\$570,000	\$570,000	13
4	D-4	5024	Contracted	2021-2022	Cactus Flat Road Repair - COMPLETED	Olancha	20 Years	Repave area beyond DWP realignment	\$179,000	\$179,000	9
5	D-4	3047	Contracted	2021-2022	Onion Valley Road Guardrail Project - DESIGN PHASE	Independence	20 Years	Replace 18 guardrail sections, paid for under STIP program	\$137,000	\$0	23
6	D-4	Multiple	Contracted	2021-2022	Lone Pine Sidewalks and ADA Improvement Project - DESIGN PHASE	Lone Pine	30 Years	Whitney Portal Road from Washington Street to Jackson Street, Jackson Street from Whitney Portal to Begole, as well as Locust Street in front of the school	\$1,939,000	\$50,000	26
7	D-1	1003	Contracted	2021-2022	North Round Valley Bridge Repair - 1st YEAR CONSTRUCTION	Round Valley	30-50 Years	Demolish existing bridge structure and rebuild new one across Pine Creek	\$2,000,000	\$500,000	10
Estimated Total Projects 2021-2022									\$7,271,000	\$3,745,000	

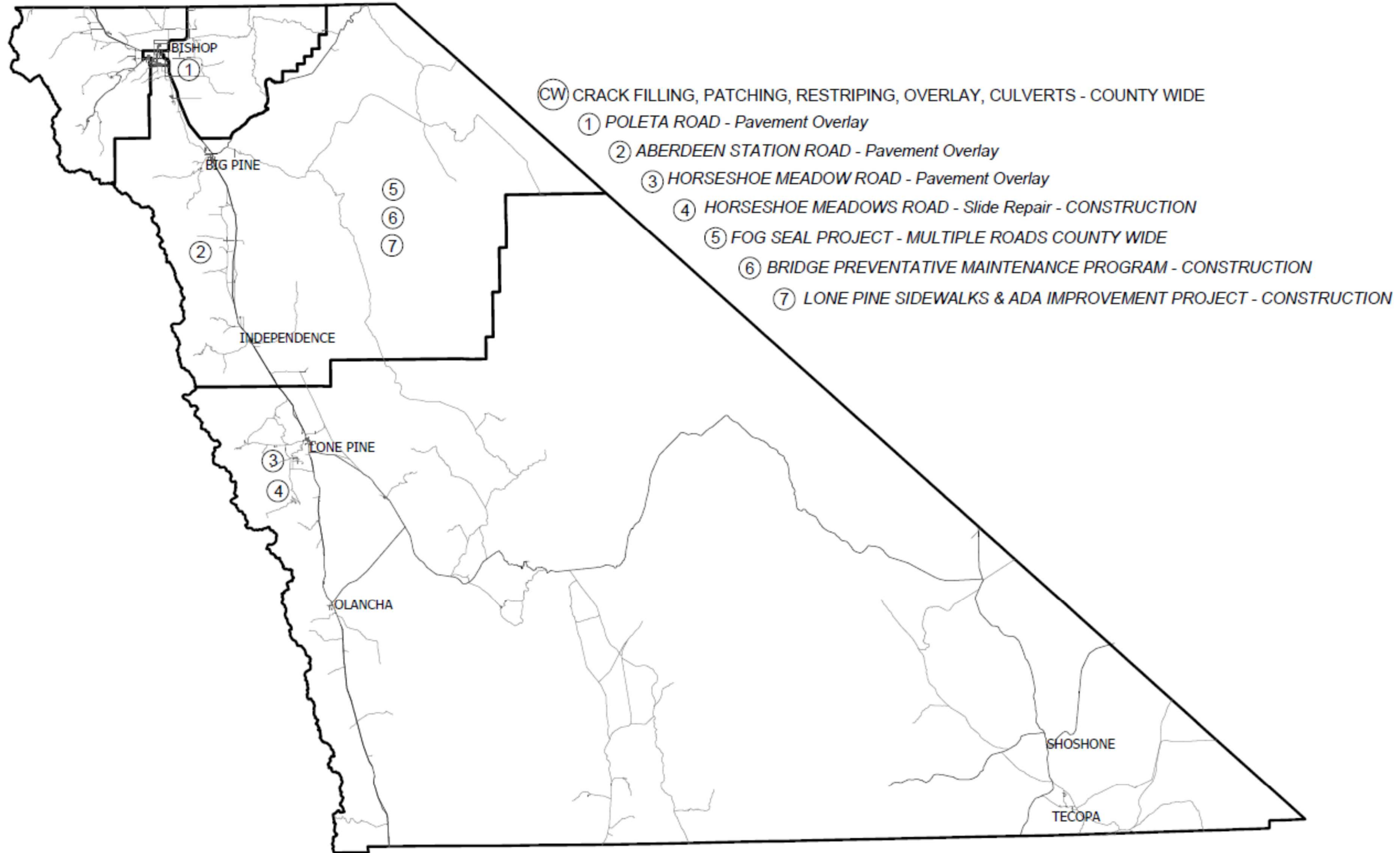
INYO COUNTY PUBLIC WORKS CIP PROJECTS 2022-2023



CIP PROJECTS 2022-2023

Map ID #	Road District	Road Number	Resource	Fiscal Year	Road & Bridge Projects	Location	Useful Life	Scope of Work	Estimated Costs	RMRA Funding	RMRA #
County Wide	All	County Wide	Road Crews	2022-2023	Crack Fill/Patching/Restriping/Overlay/Culverts	County Wide	2-5 Years	Crack fill/patching/restriping/overlay/culverts as required	\$1,500,000	\$1,500,000	13
1	D-1	1075	Road Crews	2022-2023	Watterson Road .30 miles	Bishop	10 Years	CMA Overlay	\$114,000	\$114,000	13
2	D-2	3001	Road Crews	2022-2023	Sugar Loaf Road .98 miles	Big Pine	10 Years	CMA Overlay	\$373,000	\$373,000	13
3	D-3	4021	Road Crews	2022-2023	Substation Road., the road leading to the Lone Pine Landfill 1.67 miles	Lone Pine	10 Years	CMA Overlay	\$635,000	\$635,000	13
4	D-4	5005A	Road Crews	2022-2023	Furnace Creek Road, south end to Inyo County line 1 mile.	Death Valley	10 Years	CMA Overlay	\$380,000	\$380,000	13
5	All	County Wide	Contracted	2022-2023	Guardrail Replacement and Modernization - DESIGN PHASE	County Wide	20 Years	Whitney Portal Road, Five Bridges Road, Warm Springs Road, Onion Valley Road, Sabrina Road, Brockman Lane, Barlow Lane, and Poleta Road.	\$150,000	\$150,000	23
6	D-3	Multiple	Contracted	2022-2023	Knight Manor Micro Fiber Slurry Seal	Big Pine	10 Years	Type II MicroFiber Slurry Seal and Striping to all roads in subdivision	\$492,000	\$492,000	22
7	D-1	Multiple	Contracted	2022-2023	Grandview Micro Fiber Slurry Seal	Bishop	10 Years	Type II MicroFiber Slurry Seal and Striping to all roads in subdivision	\$654,000	\$654,000	19
8	D-1	1003	Contracted	2022-2023	North Round Valley Bridge Repair - 2nd YEAR CONSTRUCTION	Round Valley	30-50 Years	Demolish existing bridge structure and rebuild new one across Pine Creek	\$2,000,000	\$500,000	10
9	D-4	3047	Contracted	2022-2023	Onion Valley Road Guardrail Project - CONSTRUCTION PHASE	Independence	20 Years	Replace 18 guardrail sections, paid for under STIP program	\$860,000	\$0	23
10	D-4	Multiple	Contracted	2022-2023	Lone Pine Sidewalks and ADA Improvement Project - DESIGN PHASE	Lone Pine	30 Years	Whitney Portal Road from Washington Street to Jackson Street, Jackson Street from Whitney Portal to Begole, as well as Locust Street in front of the school	\$350,000	\$50,000	26
11	D-4	4017	PW Staff	2022-2023	Horseshoe Meadows Road Slide Repair - DESIGN PHASE	Lone Pine	30 Years	Design a concrete thickened road section to replace an asphalt section and guardrail at a landslide area	\$100,000	\$100,000	
Estimated Total Projects 2022-2023									\$7,608,000	\$4,948,000	

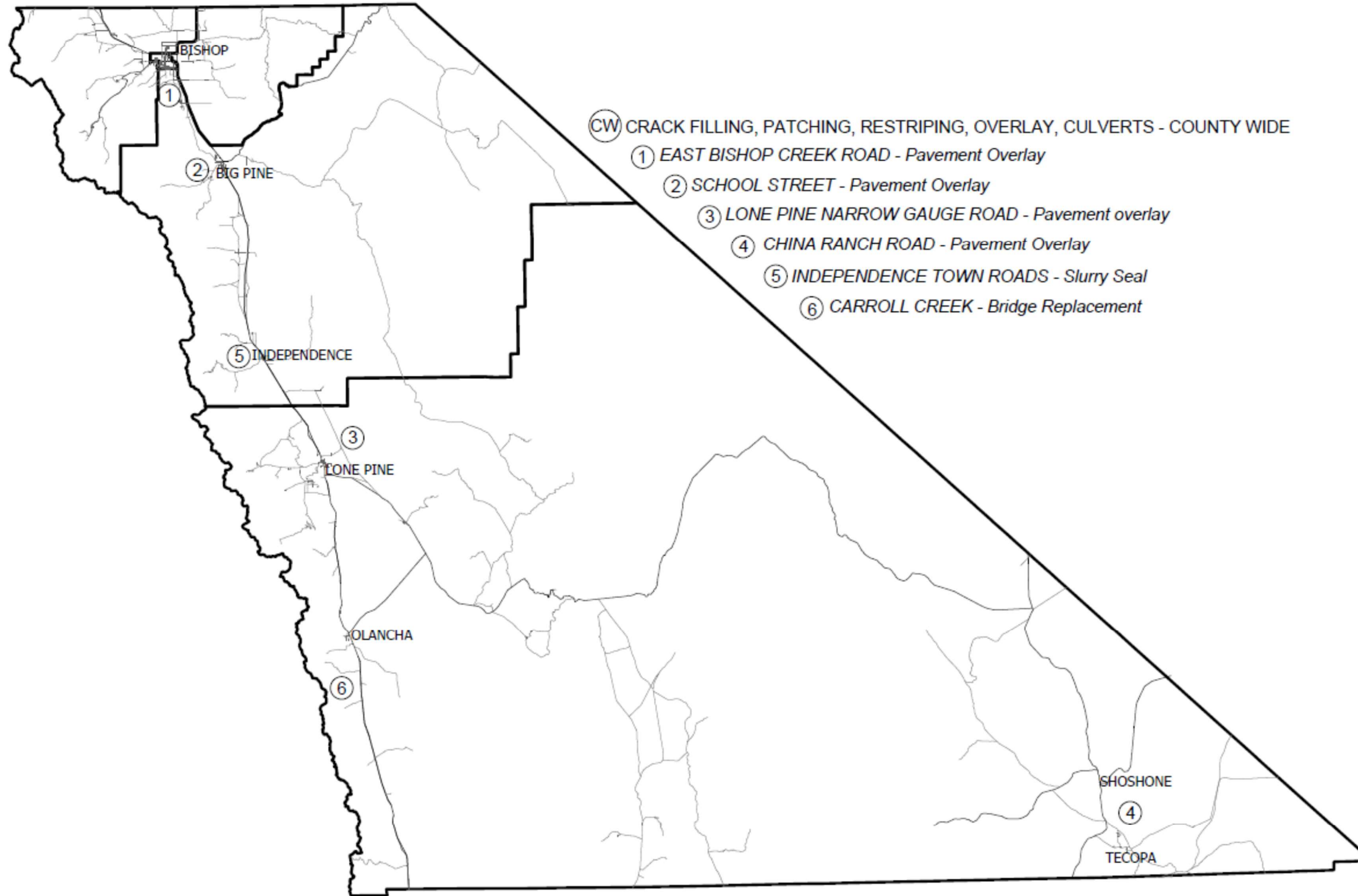
INYO COUNTY PUBLIC WORKS CIP PROJECTS 2023-2024



CIP PROJECTS 2023-2024

Map ID #	Road District	Road Number	Resource	Fiscal Year	Road & Bridge Projects	Location	Useful Life	Scope of Work	Estimated Costs	RMRA Funding	RMRA #
County Wide	All	County Wide	Road Crews	2023-2024	Crack Fill/Patching/Restriping/Overlay/Culverts	County Wide	2-5 Years	Crack fill/patching/restriping/overlay/culverts as required	\$1,500,000	\$1,500,000	13
1	D-1	2045	Road Crews	2023-2024	Poleta Road, the section from Poleta Laws intersection east to the cattlegaurd .30 miles	Bishop	10 years	CMA Overlay	\$114,000	\$114,000	13
2	D-2	3023A	Road Crews	2023-2024	Aberdeen Station Road from HWY 395 west to Tinnemaha Road 1 mile	Independence	10 Years	CMA Overlay	\$380,000	\$380,000	13
3	D-3	4017	Road Crews	2023-2024	Horseshoe Meadow Road between Whitney Portal Rd. and Lubken Canyon Road 1 mile	Lone Pine	10 Years	CMA Overlay	\$380,000	\$380,000	13
4	D-3	4017	Contracted	2023-2024	Horseshoe Meadows Slide Repair - CONSTRUCTION	Lone Pine	30 Years	Replace pavement with thickened concrete slab	\$1,000,000	\$1,000,000	TBD
5	All	County Wide	Contracted	2023-2024	Fog Seal Project	County Wide	5 Years	Whitney Portal Road, Nine Mile Canyon Road, Fort Independence Road, Shabell Lane, Upper Rock Creek Road	\$759,000	\$759,000	27
6	All	County Wide	Contracted	2023-2024	Bridge Prevenative Maintenance Program (BPMP)	County Wide	10 Years	Repair bridges as reflected on Caltrans Inspection Reports	\$100,000	\$100,000	TBD
10	D-4	Multiple	Contracted	2022-2023	Lone Pine Sidewalks and ADA Improvement Project - CONSTRUCTION PHASE	Lone Pine	30 Years	Whitney Portal Road from Washington Street to Jackson Street, Jackson Street from Whitney Portal to Begole, as well as Locust Street in front of the school	\$1,689,000	\$100,000	26
Estimated Total Projects 2023-2024									\$5,922,000	\$4,333,000	

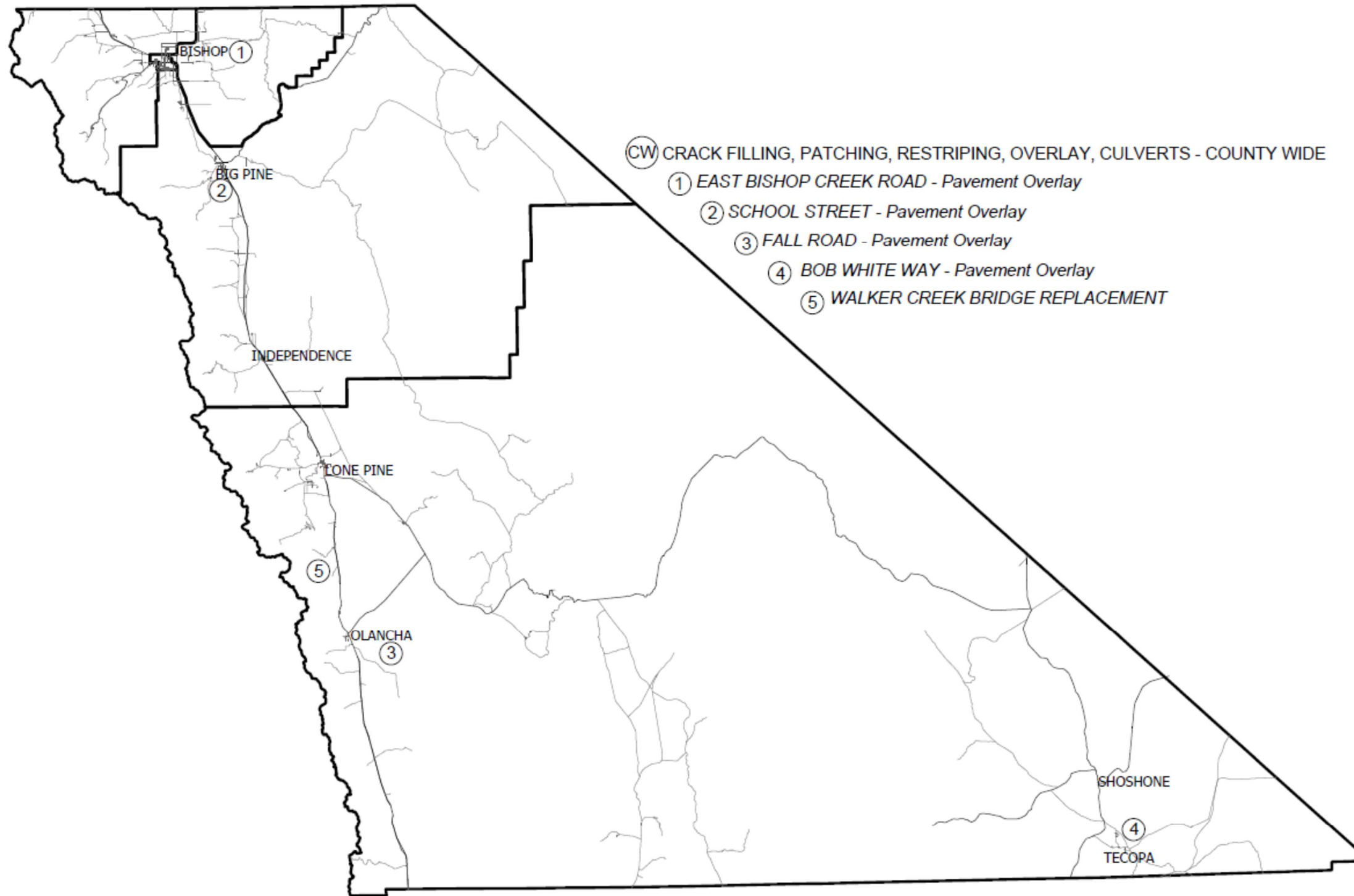
INYO COUNTY PUBLIC WORKS CIP PROJECTS 2024-2025



CIP PROJECTS 2024-2025

Map ID #	Road District	Road Number	Resource	Fiscal Year	Road & Bridge Projects	Location	Useful Life	Scope of Work	Estimated Costs	RMRA Funding	RMRA #
County Wide	All	County Wide	Road Crews	2024-2025	Crack Fill/Patching/Restriping/Overlay/Culverts	County Wide	2-5 Years	Crack fill/patching/restriping/overlay/culverts as required	\$1,500,000	\$1,500,000	13
1	D-1	2085	Road Crews	2024-2025	East Bishop Creek Road from 168 to End of Houses	Bishop	10 Years	CMA Overlay 1.92 miles	\$730,000	\$730,000	13
2	D-3	3213	Road Crews	2024-2025	School Street, from Glacier Lodge Rd.(West Crocker) south to Chestnut	Big Pine	10 Years	CMA Overlay .213 miles x 33 feet wide	\$111,000	\$111,000	13
3	D-3	4006A	Road Crews	2024-2025	Lone Pine Narrow Gauge Road	Lone Pine	10 Years	CMA Overlay 1 mile	\$380,000	\$380,000	13
4	D-4	5008	Road Crews	2024-2025	China Ranch Road	Tecopa	10 Years	CMA Overlay .73 miles	\$278,000	\$278,000	13
5	D-1	1075	Contracted	2024-2025	Independence Town Roads	Independence	10 Years	Type II Slurry Seal 1 mile locations TBD	\$127,000	\$127,000	TBD
6	D-2	4024	Contracted	2024-2025	Carroll Creek Bridge Replacement	Lone Pine	30-50 Years	Reconstruct bridge over DWP Aquaduct	\$2,450,000	\$0	
Estimated Total Projects 2024-2025									\$5,576,000	\$3,126,000	

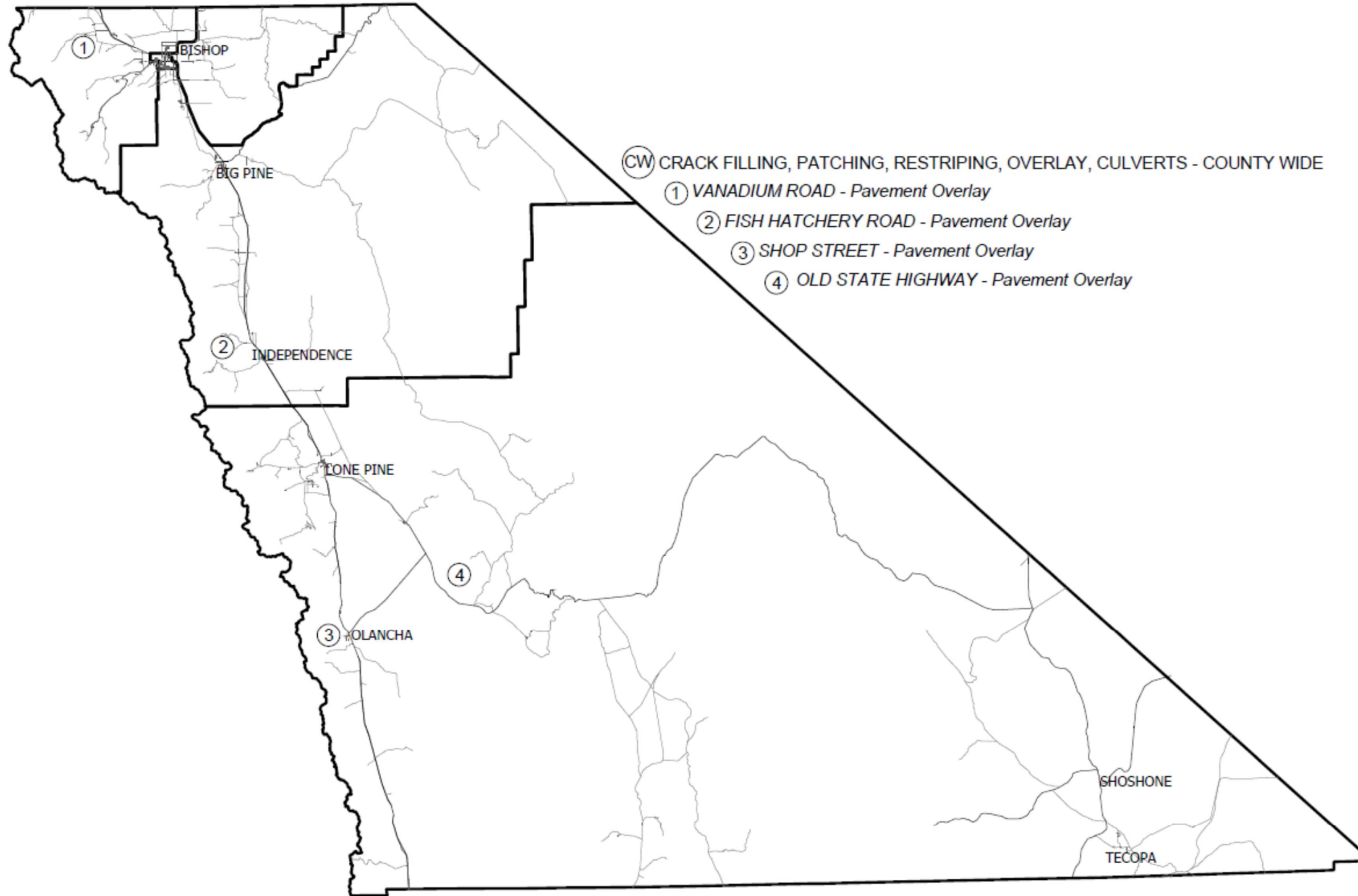
INYO COUNTY PUBLIC WORKS CIP PROJECTS 2025-2026



CIP PROJECTS 2025-2026

Map ID #	Road District	Road Number	Resource	Fiscal Year	Road & Bridge Projects	Location	Useful Life	Scope of Work	Estimated Costs	RMRA Funding	RMRA #
County Wide	All	County Wide	Road Crews	2025-2026	Crack Fill/Patching/Restriping/Overlay/Culverts	County Wide	2-5 Years	Crack fill/patching/restriping/overlay/culverts as required	\$1,500,000	\$1,500,000	13
1	D-1	2085	Road Crews	2025-2026	East Bishop Creek Road from End of Houses to End of Pavement .76 Miles	Bishop	10 Years	CMA Overlay .76 Miles	\$289,000	\$289,000	13
2	D-2	3213	Road Crews	2025-2026	School Street	Big Pine	10 Years	CMA Overlay, 1.5 Miles	\$570,000	\$570,000	13
3	D-3	5020	Road Crews	2025-2026	Fall Road	Olancha	10 Years	CMA Overlay .86 Miles	\$327,000	\$327,000	13
4	D-4	5060	Road Crews	2025-2026	Bob White Way	Tecopa	10 Years	CMA Overlay .66 Miles	\$251,000	\$251,000	13
5	D-4	5022	Contracted	2025-2026	Walker Creek Bridge Replacement	Lone Pine	30-50 Years	Reconstruct bridge over DWP Aquaduct	\$3,250,000	\$0	
Estimated Total Projects 2025-2026									\$6,187,000	\$2,937,000	

INYO COUNTY PUBLIC WORKS CIP PROJECTS 2026-2027



CIP PROJECTS 2026-2027

Map ID #	Road District	Road Number	Resource	Fiscal Year	Road & Bridge Projects	Location	Useful Life	Scope of Work	Estimated Costs	RMRA Funding	RMRA #
County Wide	All	County Wide	Road Crews	2026-2027	Crack Fill/Patching/Restriping/Overlay/Culverts	County Wide	2-5 Years	Crack fill/patching/restriping/overlay/culverts as required	\$1,500,000	\$1,500,000	13
1	D-1	1008	Road Crews	2026-2027	Vanadium Road	Bishop	10 Years	CMA Overlay 1.75 Miles	\$665,000	\$665,000	13
2	D-2	3030	Road Crews	2026-2027	Fish Hatchery Road	Independence	10 Years	CMA Overlay 1.21 Miles	\$460,000	\$460,000	13
3	D-3	5021	Road Crews	2026-2027	Shop Street	Olancha	10 Years	CMA Overlay 1 Miles	\$380,000	\$380,000	13
4	D-4	5052	Road Crews	2026-2027	Old State Highway	Keeler	10 Years	CMA Overlay .65 Miles	\$247,000	\$247,000	13
Estimated Total Projects 2026-2027									\$3,252,000	\$3,252,000	

CRACK FILL-PATCHING-RESTRIPING-OVERLAY-CULVERTS

PROJECT LOCATION:

The locations are County-wide. Not all roads will receive treatment. The routes receiving some work under this scope are:

Bishop Area: Routes #1001 through #1006

Big Pine Area: Routes #2001 through #2004

Independence Area: Routes #3001 through #3005, and #3008

Lone Pine Area: Routes #4001 through #4008

Tecopa/Shoshone Area: Routes #5002 through #5006

PROJECT DESCRIPTION:

RMRA Project 13

The scope of work entails prepping and applying rubberized crack fill, pothole patching, restriping, applying asphalt overlays, and repairing and installing culverts.

USEFUL LIFE:

The estimated useful life of this work is 2-5 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	ACTUAL COSTS	FUNDING SOURCE
AS LISTED	\$1,500,000	TBD	RMRA

SUPERVISORIAL DISTRICT: ALL

SCHEDULE: YEARLY

SUNLAND INDIAN RESERVATION ROAD

ASPHALT OVERLAY

PROJECT LOCATION:

Sunland Indian Reservation Road from Hwy 395 west to Sunland Road

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to 1.29 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of this work is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
ASPHALT OVERLAY	\$490,000	RMRA

SUPERVISORIAL DISTRICT: DISTRICT 1

SCHEDULE: CONSTRUCTION SUMMER OF 2022

GOODALE ROAD

ASPHALT OVERLAY

PROJECT LOCATION:

Goodale Road is located west of Aberdeen, CA, and approximately 12 miles north of Independence, California off of US Highway 395

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to 1.2 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of this work is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
ASPHALT OVERLAY	\$456,000	RMRA

SUPERVISORIAL DISTRICT: DISTRICT 2

SCHEDULE: CONSTRUCTION SUMMER OF 2022

HOMEWOOD CANYON ROAD

ASPHALT OVERLAY

PROJECT LOCATION:

Homewood Canyon Road is west of Trona Wildrose Road nine miles north of Trona, CA n the Searles Valley.

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to 1.5 miles of the roadway surface and restriping.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
ASPHALT OVERLAY	\$570,000	RMRA

SUPERVISORIAL DISTRICT: 3

SCHEDULE: CONSTRUCTION SUMMER OF 2022

CACTUS FLAT ROAD

ASPHALT OVERLAY

PROJECT LOCATION:

The project location is just east of the North Haiwee Reservoir, five miles southeast of Olancho, CA.

RMRA PROJECT #: 9

PROJECT DESCRIPTION:

Repave area beyond the DWP alignment.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	ACTUAL COST	FUNDING SOURCE
ASPHALT OVERLAY	\$179,000	RMRA

SUPERVISORIAL DISTRICT: 4

SCHEDULE: CONSTRUCTION SPRING OF 2022

ONION VALLEY ROAD

GUARDRAIL REPLACEMENT

PROJECT LOCATION:

Onion Valley Road starts at US 395 and continues 13 miles up to the trailhead.

RMRA PROJECT #: 23

PROJECT DESCRIPTION:

The project involves the modernization and extension of 18 guardrail segments on Upper Onion Valley Road.

USEFUL LIFE:

The estimated useful life of the improvements is 20 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
GUARDRAIL REPLACEMENT	\$997,000	STIP

SUPERVISORIAL DISTRICT: 4

SCHEDULE: COMPLETED FALL OF 2023

LONE PINE SIDEWALKS AND ADA IMPROVEMENT PROJECT

PROJECT LOCATION:

Lone Pine, CA

RMRA PROJECT #: 26

PROJECT DESCRIPTION:

This project involves removing and replacing sidewalks and bringing them up to current ADA standards. Affected roads include Whitney Portal Road from Washington Street to Jackson Street, Jackson Street from Whitney Portal to Begole, as well as Locust Street in front of the school.

USEFUL LIFE:

The estimated useful life of the improvements is 30 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
ENVIRONMENTAL STUDIES & PERMITS	\$106,000	STIP
PLANS, SPECS, & ESTIMATES	\$241,000	STIP
RIGHT-OF-WAY	\$3,000	STIP
CONSTRUCTION	\$1,589,000	STIP
TOTAL	\$1,939,000	STIP
CONTINGENCY	\$100,000	RMRA

SUPERVISORIAL DISTRICT: 4

SCHEDULE: CONSTRUCTION SPRING OF 2023

NORTH ROUND VALLEY BRIDGE REPLACEMENT

PROJECT LOCATION:

The site is on North Round Valley Road just south of 40 Acres subdivision, 15 miles north of Bishop.

RMRA PROJECT #: 10

PROJECT DESCRIPTION:

In 2017, a storm destroyed an Inyo County bridge located on North Round Valley Road. This bridge was the primary access route for the community of 40 Acres, located at the North end of the paved section of North Round Valley Road, approximately one mile north of the bridge. This bridge replacement qualified for State of California OES disaster funds at 75% reimbursement of project costs. It is anticipated that the State of California OES will fund 75% (\$3,000,000) of the costs. Inyo County will contribute 25% (\$1,000,000) utilizing RMRA Gas Tax Revenues. Due to the anticipated two to three year construction schedule, it is anticipated that the County contribution will be divided over the FY2020-2021 and FY2021-2022 SB1 funding cycles, at \$500,000 each cycle.

USEFUL LIFE:

The useful life of the bridge is 30-50 years

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$500,000	RMRA
CONSTRUCTION	\$1,500,000	CAL OES
TOTAL	\$2,000,000	

SUPERVISORIAL DISTRICT: 1

SCHEDULE: Construction is in progress and will be completed in the Fall of 2022.

WATTERSON ROAD

PROJECT LOCATION:

Watterson Road is accessed by Reata Road in West Bishop

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to .30 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$114,000	RMRA

SUPERVISORIAL DISTRICT: 5

SCHEDULE: CONSTRUCTION SPRING OF 2023

SUGAR LOAF ROAD

PROJECT LOCATION:

Sugar Loaf Road is 2 miles west of Big Pine, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to .98 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$373,000	RMRA

SUPERVISORIAL DISTRICT: 3

SCHEDULE: CONSTRUCTION SPRING OF 2023

SUBSTATION ROAD

PROJECT LOCATION:

Substation Road is east of Lone Pine, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to 1.67 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$635,000	RMRA

SUPERVISORIAL DISTRICT: 5

SCHEDULE: CONSTRUCTION SPRING OF 2023

FURNACE CREEK ROAD

PROJECT LOCATION:

Furnace Creek Road is South of Tecopa at Old Spanish Trail Road

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to 1 mile of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$380,000	RMRA

SUPERVISORIAL DISTRICT: 5

SCHEDULE: CONSTRUCTION SPRING OF 2023

GUARDRAIL REPLACEMENT AND MODERNIZATION

PROJECT LOCATION:

Multiple locations including but not limited to bridges on Whitney Portal Road, Five Bridges Road, Warm Springs Road, Onion Valley Road, Sabrina Road, Brockman Lane, and Barlow lane.

RMRA PROJECT #: 23

PROJECT DESCRIPTION:

This project entails designing and constructing guardrails on multiple bridges at locations County wide.

USEFUL LIFE:

The estimated useful life of the project is 20 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$1,000,000	RMRA

SUPERVISORIAL DISTRICT: 5

SCHEDULE: CONSTRUCTION SPRING OF 2023

KNIGHT MANOR MICRO FIBER SLURRY SEAL

PROJECT LOCATION:

Knight Manor Subdivision, North of Big Pine, CA

RMRA PROJECT #: 22

PROJECT DESCRIPTION:

This project scope entails the application of Type II Micro Fiber Slurry Seal to the roadway surface.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$492,000	RMRA

SUPERVISORIAL DISTRICT: 3

SCHEDULE: CONSTRUCTION SUMMER OF 2022

GRANDVIEW MICRO FIBER SLURRY SEAL

PROJECT LOCATION:

Grandview Subdivision, West Bishop, CA

RMRA PROJECT #: 19

PROJECT DESCRIPTION:

This project scope entails the application of Type II Micro Fiber Slurry Seal to the roadway surface.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$654,000	RMRA

SUPERVISORIAL DISTRICT: 1

SCHEDULE: CONSTRUCTION SUMMER OF 2022

HORSESHOE MEADOWS ROAD SLIDE REPAIR

PROJECT LOCATION:

Horseshoe Meadows Road

RMRA PROJECT #: TBD

PROJECT DESCRIPTION:

The scope of this project entails removing 435 LF of two-lane asphalt, excavating, and replacing with a 12" thickened cantilever slab and MGS guardrail

USEFUL LIFE:

The estimated useful life of the project is 30 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$1,100,000	RMRA

SUPERVISORIAL DISTRICT: 4

SCHEDULE: CONSTRUCTION SUMMER OF 2023

POLETA ROAD

PROJECT LOCATION:

Poleta Road is located east of Bishop, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to .30 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$114,000	RMRA

SUPERVISORIAL DISTRICT: 1

SCHEDULE: CONSTRUCTION SUMMER OF 2023

ABERDEEN STATION ROAD

PROJECT LOCATION:

Aberdeen Station Road west of US 395, 14 miles north of Independence, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to 3.56 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$380,000	RMRA

SUPERVISORIAL DISTRICT: 4

SCHEDULE: CONSTRUCTION SUMMER OF 2023

HORSESHOE MEADOW ROAD

PROJECT LOCATION:

Horseshoe Meadows Road between Whitney Portal Road to Lubken Canyon Road.

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to 1 mile of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$380,000	RMRA

SUPERVISORIAL DISTRICT: 3

SCHEDULE: CONSTRUCTION SUMMER OF 2023

FOG SEAL PROJECT

PROJECT LOCATION:

Whitney Portal Road, Nine Mile Canyon Road, Fort Independence Road, Shabell Road, and Rock Creek Road

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying a fog seal to the roadway surfaces and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$759,000	RMRA

SUPERVISORIAL DISTRICT: MULTIPLE

SCHEDULE: CONSTRUCTION SUMMER OF 2023

BRIDGE PREVENTATIVE MAINTENANCE PROGRAM (BPMP)

PROJECT LOCATION:

Multiple bridges as outlined in Caltrans Bridge Inspection Reports, specifically Mazourka Canyon Road over the Los Angeles Aqueduct, Old Sherwin Grade Road over Rock Creek, Carroll Creek Road over the Los Angeles Aqueduct, East Bishop Creek Road over Bishop Creek, Whitney Portal Road over Lone Pine Creek, Glacier Lodge Road over Big Pine Creek (2 locations), Pine Creek Road over Pine Creek, Old Sherwin Grade Road over Pine Creek, Bell Access Road over Oak Creek, Cottonwood Road over the Los Angeles Aqueduct, Ash Creek Road over the Los Angeles Aqueduct, Fall Road over the Los Angeles Aqueduct, Walker Creek Road over the Los Angeles Aqueduct, Pine Creek Road over Pine Creek, Manzanar-Reward Road over the Los Angeles Aqueduct, and Five Bridges Road over the Owens River.,

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

Repair multiple bridges per Caltrans Bridge Inspection reports

USEFUL LIFE: 20 YEARS

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$100,000	RMRA

SUPERVISORIAL DISTRICT: MULTIPLE

SCHEDULE: CONSTRUCTION SUMMER OF 2023

EAST BISHOP CREEK ROAD

PROJECT LOCATION:

East Bishop Creek Road is west of Bishop, CA on Highway 168

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to 1.92 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE: 10 YEARS

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$730,000	RMRA

SUPERVISORIAL DISTRICT: 1

SCHEDULE: CONSTRUCTION SPRING OF 2024

SCHOOL STREET

PROJECT LOCATION:

From Glacier Lodge Road (West Crocker) to Chestnut

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to .21 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$111,000	RMRA

SUPERVISORIAL DISTRICT: 3

SCHEDULE: CONSTRUCTION SPRING OF 2024

LONE PINE NARROW GAUGE ROAD

PROJECT LOCATION:

Lone Pine Narrow Gauge Road is East of the Town of Lone Pine, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to 1 mile of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$380,000	RMRA

SUPERVISORIAL DISTRICT: 4

SCHEDULE: CONSTRUCTION SPRING OF 2024

CHINA RANCH ROAD

PROJECT LOCATION:

China Ranch Road is south of the town of Tecopa, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to .73 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE: 10 YEARS

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$278,000	RMRA

SUPERVISORIAL DISTRICT: 5

SCHEDULE: CONSTRUCTION SPRING OF 2024

INDEPENDENCE TOWN ROADS

PROJECT LOCATION:

Various roads in Independence, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying Type II Micro Fiber Slurry Seal to 1 mile of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$127,000	RMRA

SUPERVISORIAL DISTRICT: 3

SCHEDULE: CONSTRUCTION SPRING OF 2024

CARROLL CREEK BRIDGE REPLACEMENT

PROJECT LOCATION:

8 miles south of Lone Pine, 1/2 mile west of US 395

RMRA PROJECT #: TBD

PROJECT DESCRIPTION: Replace the Carroll Creek Bridge, which extends Carroll Creek Road over the LADWP Aquaduct

USEFUL LIFE: 30 – 50 YEARS

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$2,450,000	TBD

SUPERVISORIAL DISTRICT: 5

SCHEDULE: CONSTRUCTION SPRING OF 2024

EAST BISHOP CREEK ROAD

PROJECT LOCATION:

East Bishop Creek Road is west of Bishop, CA on Highway 168

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to .76 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$289,000	RMRA

SUPERVISORIAL DISTRICT: 1

SCHEDULE: CONSTRUCTION SPRING OF 2025

SCHOOL STREET

PROJECT LOCATION:

School Street is in Big Pine, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to 1.5 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$570,000	RMRA

SUPERVISORIAL DISTRICT: 3

SCHEDULE: CONSTRUCTION SPRING OF 2025

FALL ROAD

PROJECT LOCATION:

Fall Road is in the town of Olancho, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to .86 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$327,000	RMRA

SUPERVISORIAL DISTRICT: 5

SCHEDULE: CONSTRUCTION SPRING OF 2025

BOB WHITE WAY

PROJECT LOCATION:

Bob White Way is in Tecopa, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to .66 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$251,000	RMRA

SUPERVISORIAL DISTRICT: 5

SCHEDULE: CONSTRUCTION SPRING OF 2025

WALKER CREEK BRIDGE REPLACEMENT

PROJECT LOCATION:

Walker Creek Bridge is located ½ mile northeast of Grant, CA

RMRA PROJECT #: TBD

PROJECT DESCRIPTION: Replace the Walker Creek Bridge, which allows Walker Creek Road access over the LADWP Aquaduct

USEFUL LIFE: 30 – 50 YEARS

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$3,250,000	TBD

SUPERVISORIAL DISTRICT: 5

SCHEDULE: CONSTRUCTION SPRING OF 2023

VANADIUM ROAD

PROJECT LOCATION:

Vanadium Road is located adjacent to the settlement of Rovana, west of Bishop, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to 1.75 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$665,000	RMRA

SUPERVISORIAL DISTRICT: 1

SCHEDULE: CONSTRUCTION SPRING OF 2026

FISH HATCHERY ROAD

PROJECT LOCATION:

Fish Hatchery Road is located west of US 395, just North of Independence, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to 1.21 miles of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$460,000	RMRA

SUPERVISORIAL DISTRICT: 4

SCHEDULE: CONSTRUCTION SPRING OF 2026

SHOP STREET

PROJECT LOCATION:

Shop Street is located in Olancha, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to 1 mile of the roadway surface and restriping as required.

USEFUL LIFE:

The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$380,000	RMRA

SUPERVISORIAL DISTRICT: 5

SCHEDULE: CONSTRUCTION SPRING OF 2026

OLD STATE HIGHWAY

PROJECT LOCATION:

Old State Highway is located in Keeler, CA

RMRA PROJECT #: 13

PROJECT DESCRIPTION:

The scope of this project entails applying cold mix asphalt to .65 miles of the roadway surface and restriping as required.

USEFUL LIFE:

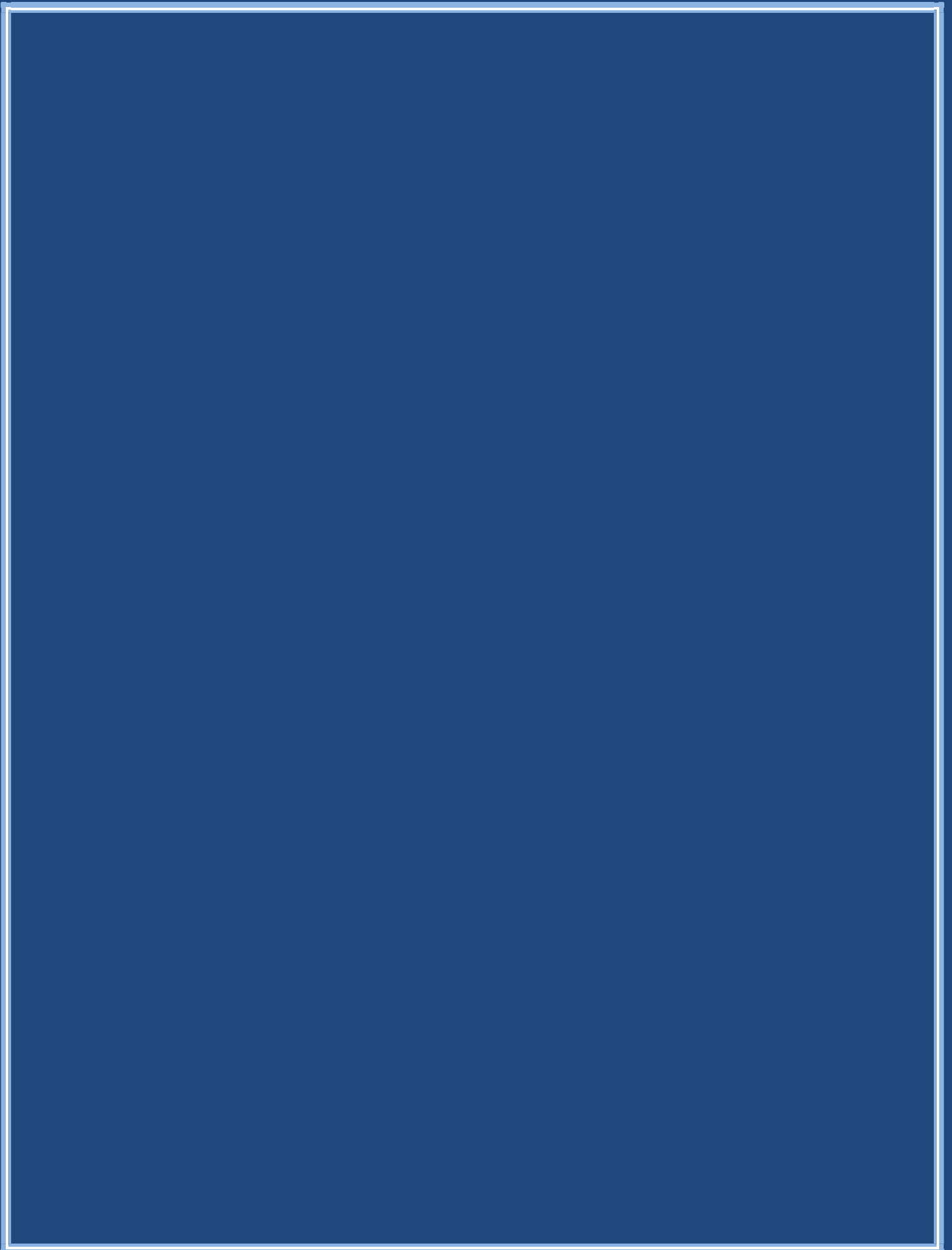
The estimated useful life of the project is 10 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$247,000	RMRA

SUPERVISORIAL DISTRICT: 4

SCHEDULE: CONSTRUCTION SPRING OF 2026





County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Greg Waters

SUBJECT: Diaz Lake ADA Boat Dock Contract for Board Approval

RECOMMENDED ACTION:

Request Board:

- A) Amend the Fiscal Year 2022-2023 Diaz Lake Dock Grant Budget (670300) as follows: increase estimated revenue in Operating Transfers In (4998) by \$20,000 and increase appropriation in Structures & Improvements (5640) by \$20,000 (*4/5ths vote required*);
- B) Amend the Fiscal Year 2022-2023 Geothermal Budget (010406) as follows: increase appropriation in Operating Transfers Out (5801) by \$20,000 (*4/5ths vote required*);
- C) Approve the contract between the County of Inyo and Clair Concrete, Inc. of Bishop, CA for the provision of site work in an amount not to exceed \$113,260.00 for the period of September 27, 2022 to June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained;
- D) Authorize a purchase order in an amount not to exceed \$136,843.00, payable to Bellingham Marine Industries, Inc. of Dixon, CA for Dock Components; and
- E) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

SUMMARY/JUSTIFICATION:

Diaz Lake is a popular venue for kayaking and canoeing. There are many disabled veterans among others that would be able to enjoy the lake if there were an ADA-accessible boat dock for them to use to launch and board their vessels. Inyo County received grant funding to pay for a significant portion of the cost of the construction.

As a matter of practicality and value to the County, the project was bifurcated into three separate scopes of work, a purchase order for the dock components and a single construction contract for all other work, including the installation of the dock components furnished by others. There is also a permanent project credit sign which Public Works will be buying out directly under a sole source purchase order.

In addition to approving the plans and specifications, we are also asking the Board to authorize the use of Geothermal Royalties to fund the project beyond the available remaining grant.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On May 5, 2016 Inyo County received a grant for \$202,860 from California Department of Parks and Recreation, Division of Boating and Waterways to build an ADA Accessible Boat Dock on Diaz Lake. The funding is

sunsetting on February 1, 2023, so the project must go forward this year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the bids received, or the issuance of the construction contract for the site work or the issuance of a purchase order for the dock components, and the project would be suspended. The grant expires on February 1st, 2023.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

This project is budgeted in the Diaz Lake Grant Budget - 670300 in the object code Structures and Improvements - 5640. The budget amendment moving additional funds from Geothermal will insure that the project has enough funding for completion. There is sufficient fund balance in Geothermal (010406) for this budget amendment.

ATTACHMENTS:

1. Diaz Lake Project Credit Sign Sole Source and Quote
2. Diaz Lake Boat Dock Bid Tabulation
3. Clair Concrete Site Work
4. Bellingham Marine - Dock Components
5. Diaz Lake ADA Boat Dock - Clair Concrete, Inc. Contract

APPROVALS:

Greg Waters	Created/Initiated - 9/20/2022
Darcy Ellis	Approved - 9/20/2022
Greg Waters	Approved - 9/22/2022
Breanne Nelums	Approved - 9/22/2022
Michael Errante	Approved - 9/22/2022
John Vallejo	Approved - 9/22/2022
Amy Shepherd	Approved - 9/22/2022
Denelle Carrington	Approved - 9/22/2022
Greg Waters	Approved - 9/22/2022
Amy Shepherd	Final Approval - 9/22/2022

QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Chad J. Smith 8/29/22

Outdoor Creations Inc.

2270 Barney Road
Anderson, CA 96007
USA

PH# 530-365-6106 FX# 530-365-5129

Email chad@outdoorcreations.com

Date: 8/29/22

Quote No.: Q1655



SOLD TO

To: Estimating Department

SHIP TO

Attn: Estimating Department
Re: Diaz Lake Boat Launch
Lone Pine, CA

Sales Rep	Good Thru	Terms	Purchase Order
Chad J. Smith	9/28/22	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
1	EA	712S	36" x 58" x 8" Sign W/Base and (3) Silk Screened Logos	3,250.00	3,250.00
1	EA	703C 74"	74" Base for 709, 712, 719 model signs		
	EA	Smooth Finish	Smooth Finish		
	<Each>	Acrylic Sealer	Acrylic Sealer		
	<Each>	Pewter	Davis Pewter Color		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	1,000.00	1,000.00

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16- WEEKS (Does not apply to custom products).

Subtotal	4,250.00
Sales Tax	308.13
TOTAL	4,558.13

TERMS AND CONDITIONS

1. Terms of payment: If you have established credit with Outdoor Creations, we will extend net 30 days. If you DO NOT have established credit then a 50% deposit will be required and the balance C.O.D
2. Late payments: If you are extended net 30 terms and do not pay in net 30, an 18% APR will be added to all overdue invoices.
3. Rush orders: Orders needing to be delivered in less than 6 weeks, require 50% deposit & balance due upon delivery (C.O.D.) Date needs to be established and agreed upon at time of order.
4. Production – 16-18 weeks is standard delivery time ARO, however, where submittals are required, the 16-18 weeks lead time does not start until after receipt of all approved submittals and approved order. Standard lead time DOES NOT apply to CUSTOM Items!!!! **DUE TO STAFFING & SUPPLY SHORTAGES CURRENT LEAD TIMES HAD TO INCREASE TO 16-18 WEEKS. WE WILL DO EVERYTHING POSSIBLE TO LESSEN THIS TIME FRAME.**
5. Handling - unless otherwise arranged, customer is responsible for having a forklift (minimum 4000 lb & 160 inches of lift) for offloading.
6. All prices above are good 30 days from date of quote. Due to the volatility of materials, fuel etc. we cannot honor quotes over 30 days.
7. Delivery requirements: It is imperative that if there is any change in the date of delivery from our standpoint or yours, that we keep each other notified of such changes. It is possible that, if we are ready to deliver, and delivery is denied, an invoice will be mailed and a 50% payment will be required before a new date is established for delivery.
8. Fuel surcharges: As the price of fuel increases it may be necessary to add a fuel surcharge to your invoice. A fuel surcharge would be charged as a percent of the total order where freight is included in the price or an added freight charge where freight is separate.

9. PLEASE ENTER YOUR ADDRESS FOR BILLING

TO HAVE INVOICE EMAILED PLEASE PROVIDE EMAIL ADDRESS:

Company Name

Address

City State Zip Code

10. IF YOUR ARE A CONTRACTOR, PLEASE ENTER THE ADDRESS OF THE OWNER OF THE PROJECT:

Owner Name

Address

City State Zip Code

11. Please sign below and return via fax to confirm your order for the item(s) listed above and agree with terms and conditions.

Signature _____

Date _____

MODEL #712 S - CONCRETE SIGN, 36"x58",
 RECTANGLE WITH #703C BASE
 DIAZ LAKE BOAT LAUNCHING FACILITY - CO. OF INYO

OUTDOOR CREATIONS, INC.

SCALE: 1" = 18"

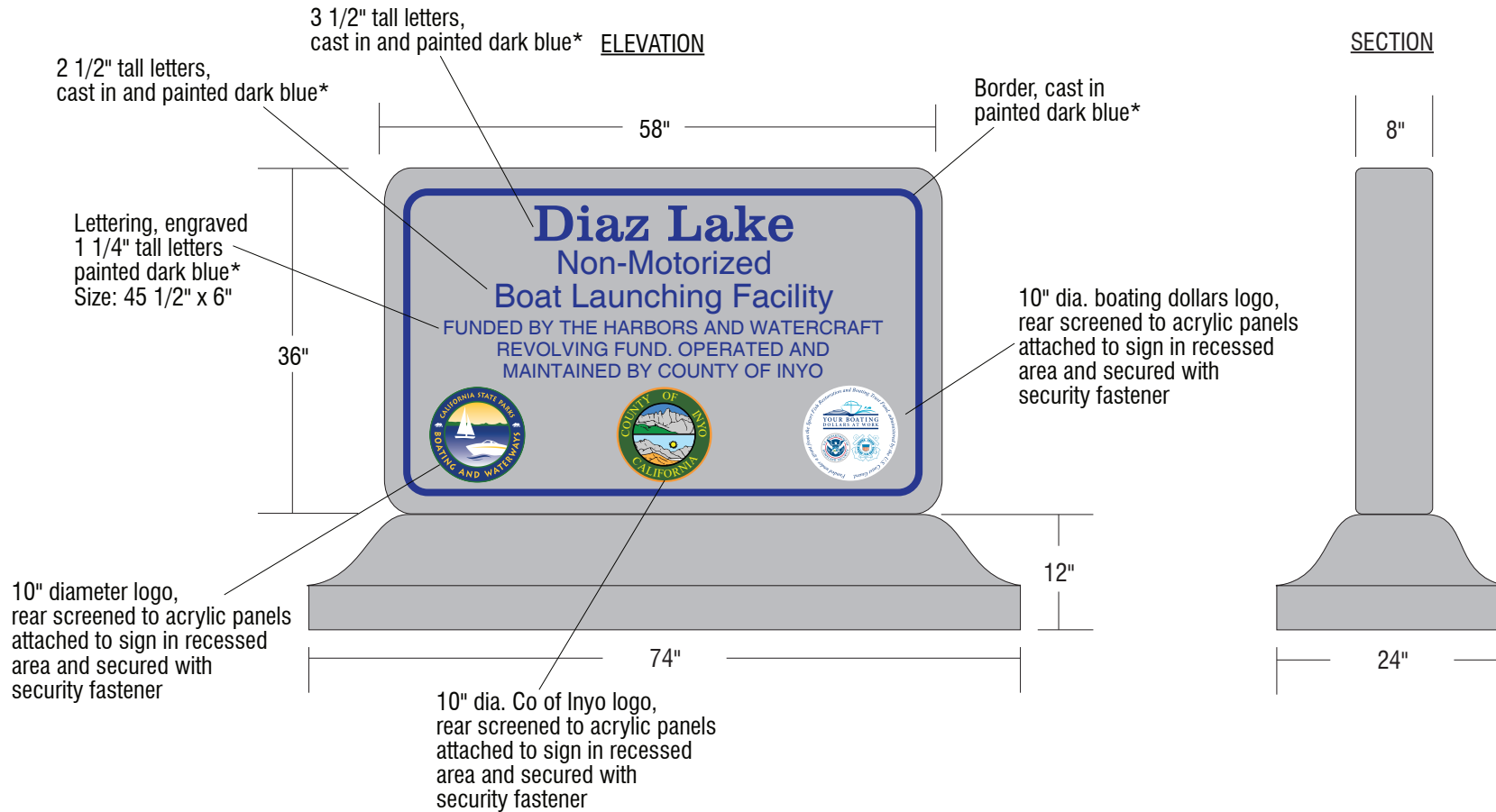
CUSTOMER APPROVAL x

DRAWN BY: MNC

11/1/19

REV.1

*Sign to be single sided
 *Concrete footing required, construction by others

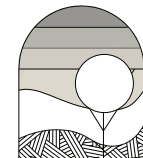


NOTES:

1. Concrete mix design to include a mixture of Portland Cement, water, coarse and fine aggregates, pure mineral oxide coloring agents (when applicable) to yield a minimum compressive strength of 5000 psi.
2. Final product shall be reinforced with #4 and #5 rebar grid.
3. Product is cast in 1-piece with no assembly required.
4. Hairline cracks may develop over time. These are not structural failures, but inherent characteristics of the material itself.
5. Air pockets are a common occurrence in precast products. The frequency and size of air pockets are variable and to be expected, especially on vertical surfaces.
6. Concrete corners and edges will chip if not handled according to guidelines. Patch kits are available but may or may not blend and can be variable.
7. There is a level of care and maintenance associated with your product and is the responsibility of the end user. Choosing the right sealer can help minimize those costs.

*Paint colors:
 Dark Blue: PPG 1167-7 Blue Jewel

WEIGHT: 1400 LBS
 TEXTURE: Smooth
 COLOR: Davis Pewter
 SEALER: Standard Acrylic



**OUTDOOR
 CREATIONS
 INC.**
 2270 Barney Street
 Anderson, CA 96007
 (530) 365-6106
 FAX (530) 365-5129

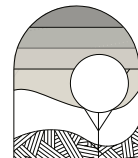


10" dia. Co of Inyo logo,
rear screened to acrylic panels
attached to sign in recessed
area and secured with
security fastener

PLEASE NOTE:

It is **VERY IMPORTANT** to carefully read over your artwork, this includes, but is not limited to, the spelling of names, dates, places, logos, etc. Outdoor Creations Inc. is not liable for replacement of product, if artwork has been approved. Replacement of product that was approved with incorrect spellings, dates, logos, etc will be the responsibility of the customer. Thank you for your understanding.

I have read the above statement and approve the artwork: _____



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2270 Barney Street
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FAX (530) 365-5129



10" dia. boating dollars logo,
rear screened to acrylic panels
attached to sign in recessed
area and secured with
security fastener

PLEASE NOTE:

It is **VERY IMPORTANT** to carefully read over your artwork, this includes, but is not limited to, the spelling of names, dates, places, logos, etc. Outdoor Creations Inc. is not liable for replacement of product, if artwork has been approved. Replacement of product that was approved with incorrect spellings, dates, logos, etc will be the responsibility of the customer. Thank you for your understanding.

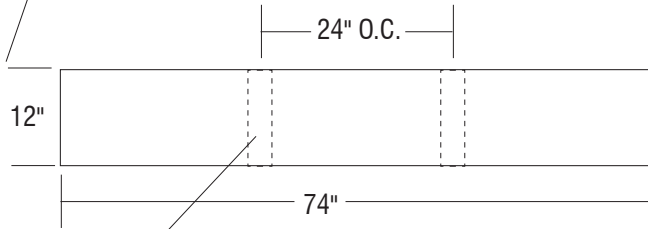
I have read the above statement and approve the artwork: _____



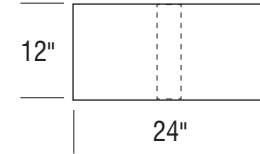
**OUTDOOR
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2270 Barney Street
Anderson, CA 96007
(530) 365-6106
FAX (530) 365-5129

Minimum below grade
Add height needed above grade

ELEVATION

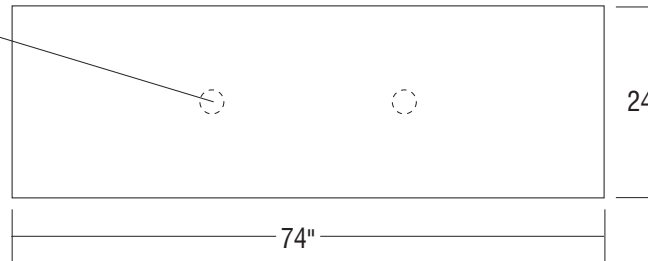


SECTION



3" grout pockets

PLAN



1. Cast (2) mounting thru holes (grout pockets) minimum diameter 3", in footing as shown.
2. Insert pipe (supplied with sign) into holes in bottom of sign.
3. Fill grout pockets with liquid grout cement and lower sign onto footing, using epoxy between sign and footing for final anchoring.

This footing is the minimum below grade requirement as recommended by Outdoor Creations, Inc. Any additional requirement such as additional height, inset mounting pocket, changes to mounting method for local code requirements, etc. to be the responsibility of the customer.



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INSTRUCTIONS FOR SIGNS WITHOUT BASE (PIPE MOUNT)

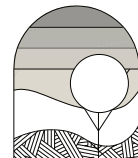
- 1) Pour a concrete footing per detail. (SEE PAGE 3) Make sure it is flat and level.
- 2) Set pipes (shipped with sign), into footing grout pockets. Do not use mortar yet as a “dry run” installation recommended.
- 3) Place sign on pipes. Do not epoxy yet as a “dry run” to check for proper fit is recommended.
- 4) If sign installs properly then you can proceed to permanent installation that includes application of mortar/epoxy (not supplied by ODC).
- 5) Remove sign and pipes. Mix mortar and fill grout pockets $\frac{3}{4}$ full with mortar.
- 6) Reinstall pipes and place sign on pipes. Prior to contact with footing apply a thick bead of construction epoxy that runs in the center of the footing (use pipes as guideline) the length of the sign itself.
- 7) Make any fine tuning adjustments to the sign as needed by use of shims while epoxy/mortar is setting.
- 8) Use rags/towels to clean up any epoxy that may squeeze out from under the sign as sign settles on footing.

INSTRUCTIONS FOR SIGNS WITH BASE (PIPE MOUNT)

- 1) Pour a concrete footing per detail. (SEE PAGE 3) Make sure it is flat and level.
- 2) Set pipes (shipped with sign), into footing grout pockets. Do not use mortar yet as a “dry run” installation recommended.
- 3) Set base, if supplied with sign, over pipes and square up to footing.
- 4) Place sign on pipes. Do not epoxy yet as a “dry run” to check for proper fit is recommended.
- 5) If sign and base install properly then you can proceed to permanent installation that includes application of mortar/epoxy (not supplied by ODC).
- 6) Remove sign and base (if supplied) and pipes. Mix mortar and fill grout pockets $\frac{3}{4}$ full with mortar.
- 7) Apply construction epoxy between footing and base.
- 8) Reinstall pipes and set base over pipes and square up to footing.
- 9) Place sign on pipes and prior to contact with base apply a thick bead of construction epoxy that runs in the center of the base (use pipes as guideline) the length of the sign itself.
- 10) Make any fine tuning adjustments to the sign as needed by use of shims while epoxy/mortar is setting.
- 11) Use rags/towels to clean up any epoxy that may squeeze out from under the sign as sign settles on base.

****The concrete footing is the minimum below grade requirement as recommended by Outdoor Creations, Inc. Any additional requirement such as additional height, inset mounting pocket, changes to mounting method for local code requirements, etc. to be the responsibility of the customer. Outdoor Creations Inc. does NOT supply footings with signs and is not liable for footings done by others. By signing below, I (the customer), am responsible for footings done on site. I am also aware that all signs are required to have a footing.***

CUSTOMER APPROVAL x



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FAX (530) 365-5129



COUNTY OF INYO BID TABULATION

Project Title: Diaz Lake ADA Boat Dock Project

Bid Opening Date and Time: September 21, 2022 3:30 PM

Location: County Administration Center, Independence, CA

	BIDDER NAME	BOND	ADDENDA	TOTAL BID	SITE WORK	DOCK COMPONENTS	PROJECT CREDIT SIGN
1	Bellingham Marine Ind.				N/A	136,843--	N/A
2	Claire Concrete, Inc.				113,260--	N/A	N/A
3	JTS				317,500--	N/A	N/A
4							
5							

Opened By: Hayley Carter

Present: Dwelle Carrington

Greg Waters

BID PROPOSAL FORMS FOR

DIAZ LAKE ADA BOAT DOCK PROJECT

Lone Pine, CA

ENCLOSURES:

Bid Proposal Form

Bid Bond

Cashier's or Certified Check Form

Designation of Subcontractors

Certification Regarding Equal Employment Opportunity

Contractor's Labor Code Certification

Public Contract Code Section 7106 (Non-Collusion Affidavit)

Public Contract Code Section 10162 Questionnaire

Public Contract Code Statement (Section 10232)

Inyo County Ordinance No. 1156 (Contracting Preference)

Small Business Enterprise Commitment (Construction Contracts)

Small Business Enterprise Final Report of Utilization of Small Business Enterprise

BID PROPOSAL FORM

TO: COUNTY OF INYO
Attn.: Inyo County Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Hereinafter "County")

FROM: Clair Concrete, Inc.
438 Arboles Dr.
Bishop, CA. 93514
(Hereinafter "Bidder")

FOR: **DIAZ LAKE ADA BOAT DOCK PROJECT** (Hereinafter "Project")

In submitting this Bid, Bidder understands and agrees that:

BID DEADLINE. Bids must be received no later than 3:30 P.M. on Wednesday, September 21, 2022 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

PRE-BID JOB WALK There will be a voluntary pre-bid job walk on Tuesday September 13, 2022 at 10 AM meeting at the Diaz Lake Entrance Station. Please contact Greg Waters, Inyo County Public Works, at gwaters@inyocounty.us or call (760) 709-2232.

BID AMOUNT TOTAL. The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:



DIAZ LAKE ADA BOAT DOCK PROJECT
PROJECT NO. TR-16-008

Site Work Bid

Scope of Work includes but not limited to: Mobilization/Demobilization; design, furnish, install, and remove safety fence, SWPPP BMPs, turbidity curtain, and dewatering system; excavation and offhaul of spoils, furnish and install base rock, furnish, set, and strip concrete formwork, furnish and install rebar, install concrete embeds furnished by others, furnish and install slip dowels and expansion joint, furnish concrete materials, place & finish concrete, strip forms, perform finish grading, furnish and place rock cobble around base of abutment and dead men at waterline; unload, inspect for damage, and tally dock components upon arrival; unload and install project credit sign, paint ADA striping and symbols, furnish and install parking bumper, furnish and install parking signage, posts, and concrete post footings.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$ 5,000	\$ 5,000
2	SWPPP (Straw Waddles)	58	LF	\$ 25.00	\$ 1,450
3	Orange Plastic Safety Fencing	144	LF	\$ 15.00	\$ 2,160
3	Turbidity Curtain	190	LF	\$ 35.00	\$ 6,650.00
4	Excavation & Dewatering	1	LS	\$ 2,500	\$ 2,500
5	Concrete Work	1	LS	\$ 67,500	\$ 67,500
6	Furnish and Place 3" - 6" Rock Cobble	1	TON	\$ 1,500	\$ 1,500
7	Dock Component Install	1	LS	\$ 20,000	\$ 20,000
8	Install Project Credit Sign	1	LS	\$ 1,500	\$ 1,500
9	Install parking signs, pavement markings, and parking bumper	1	LS	\$ 5,000	\$ 5,000
TOTAL SITE WORK BID AMOUNT					\$ 113,260

BID TOTAL (IN NUMBERS): \$ 113,260.00

BID TOTAL (IN WORDS): one hundred thirteen thousand, two hundred sixty and 00/100



This bid was received on 9/22/22, 2022 @ 2:56pm
 Attest: Nathan Greenberg,
 Administrative Officer and Clerk of
 the Board, Inyo County, CA.

By: [Signature], Assistant

Fabrication of Dock Components Bid

Scope of work includes but not limited to: Design of dock, gangway and other components, preparation of detailed shop drawings, Fabrication of boarding float (dock), gangway, struts, cable bracing, hook and shackle attachment to abutment, transition plate, abutment and gangway guardrails, kayak loading device, Shipping FOB jobsite fully insured to Diaz Lake, and all Sales Tax for Lone Pine, CA at 7.75%

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	All components listed in scope-of-work	1	LS	\$ N/A	\$ N/A
2	Shipping FOB jobsite, fully insured	1	LS	\$ N/A	\$ N/A
3	Sales tax @ 7.75%	1	LS	\$ N/A	\$ N/A
TOTAL BASE BID AMOUNT:					\$ N/A

BID TOTAL (IN NUMBERS): \$ N/A

BID TOTAL (IN WORDS): N/A

Project Credit Sign Bid

Design, prepare detailed shop drawings and proof for approval, structural design, specifications, fabrication shipping FOB jobsite fully-insured, Sales tax Lone Pine, CA 7.75%

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Fabrication	1	LS	\$ N/A	\$ N/A
2	Shipping FOB jobsite	1	LS	\$ N/A	\$ N/A
3	Sales tax 7.75%	1	LS	\$ N/A	\$ N/A
TOTAL CREDIT SIGN BID AMOUNT:					\$ N/A

BID TOTAL (IN NUMBERS): \$ N/A

BID TOTAL (IN WORDS): N/A

Combined All Scopes Bid

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Total Site Work Scope	1	LS	\$	\$ 113,260.00
2	Total Dock Fabrication Scope	1	LS	\$	\$ N/A
3	Total Project Credit Sign Scope	1	LS	\$	\$ N/A
TOTAL COMBINED BID AMOUNT:					\$ 113,260.00

BID TOTAL (IN NUMBERS): \$ 113,260.00

BID TOTAL (IN WORDS): one hundred thirteen thousand, two hundred sixty and 00/100

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

5. ACCEPTANCE County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid

Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

Sept. 7, 2022 - Addendum No. 1

Sept. 9, 2022 - Addendum No. 2

(Fill in Addendum numbers and dates Addenda have been received.

If none have been received, enter "NONE".)

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

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: Clair Concrete, Inc.

Address: 438 Arbolus Dr.

Bishop, CA. 93514 Zip Code 93514

(The above address will be used to send notices or requests for additional information.)

Telephone: (760) 920-2803, Matthew Clair cell, office (760) 872-1439

Federal Identification No.: 47-3513677

Contractor's License No.: 988981 State: CA

Classification: C-80 Concrete Expiration Date: 10/31/2023

Type of Business (check one):

Individual , Partnership , Joint Venture

Corporation () , Other (Specify) : _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

Matthew Clair - President

Britney Clair - Secretary

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) _____ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) _____ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee".

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. Dispute Relating to Bid Process and Award

In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal Law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Denelle Carrington
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable time frame prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.



(Signature of Authorized Person)

9/20/2022

(Date)

Matthew Clair

(Printed Name)

Owner - CEO

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

DIAZ LAKE ADA BOAT DOCK PROJECT

**BID BOND
(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we,

Clair Concrete, Inc.

(Name of Bidder)

as Principal, and Granite Re. Inc. dba Granite Surety Insurance Company
(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of Ten Percent of Bid Amount dollars (\$ 10%) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **DIAZ LAKE ADA BOAT DOCK PROJECT**, in compliance with the Contract therefore:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract there for in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Material Payment Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond, except as provided by law.

WITNESS our hands and seals this 21 day of September, 20 22 A.D.

Clair Concrete, Inc.

Principal

(SEAL)

By: 

(Title of Authorized Person)

438 Arboles Drive, B3kup, CA 93514
(Address for Notices to be Sent)

Granite Re, Inc. dba Granite Surety Insurance Company
Surety

(SEAL)

By: 

(Title of Authorized Person)

Kenneth D. Whittington, Attorney-in-Fact

Attn: Claim Department

14001 Quailbrook Drive, Oklahoma City, OK 73134
(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (Attn.: Public Works Director)
224 North Edwards Street, P.O. Box N
Independence, California 93526**

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 the document.

ACKNOWLEDGMENT OF PRINCIPAL

State of CALIFORNIA

County of INYO

On this 21st day of September, 2022, before me T.R. CORE, NOTARY PUBLIC personally appeared

Here insert Name and Title of Officer

MATHEN DOUGLAS CRAIG, who proved to me on the basis of satisfactory evidence to be the person

Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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 T.R. CORE



Signature of Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 19th day of September, 2022 before me personally come(s) Kenneth D. Whittington, Attorney in-Fact of Granite Re, Inc. dba Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney in Fact of Granite Re, Inc. dba Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Krista Oshman
Notary Public

**GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

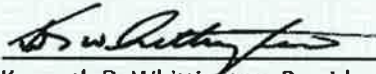
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

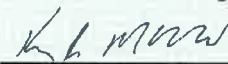
In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

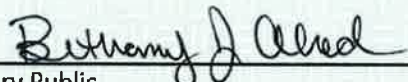


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620





Bethany J. Alred
Notary Public

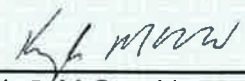
**GRANITE RE, INC.
Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
September 21, 2022.





Kyle P. McDonald, Assistant Secretary

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER
	N/A			



 Signature of Authorized Person)

CEO

 (Title)

Matthew Clair

 (Printed Name)

9/20/2022

 (Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

(Government Code Section 12900 et seq., Sections 11135-11139.5)

DIAZ LAKE ADA BOAT DOCK PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance, on the basis of religion, color, ethnic group identification, gender, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or gender. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (**Government Code, Section 12900 et seq.**), the regulations promulgated thereunder (**California Code of Regulations, Title 2, Sections 7285.0 et seq.**), the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (**Government Code, Sections 11135-11139.5**).

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

Matthew Clair - CEO

(Name and Title of Signer)


Signature

9/20/2022
Date

Company Name Clair Concrete, Inc.
Business Address 438 Arboles Dr.
Bishop, CA. 93514

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

DIAZ LAKE ADA BOAT DOCK PROJECT

I am aware of the provisions of Sections 3700 and following of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Matthew Clair - CEO

(Name and Title of Signer)



Signature

9/20/2022

Date

Company Name

Clair Concrete, Inc.

Business Address

439 Arboles Dr.

Bishop, CA. 93514

CONTRACTOR AND SUBCONTRACTOR REGISTRATION
With
CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are Registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.



Signed Name

9/20/2022

Date

Matthew Clair

Printed Name

1000033048

CA DIR Registration No.

NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

DIAZ LAKE ADA BOAT DOCK PROJECT

STATE OF CALIFORNIA:

COUNTY OF Inyo:

I, Matthew Clair, declare that I hold the office or position of CEO of Clair Concrete, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract to anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Matthew Clair - CEO
(Name and Title of Signer)


Signature

9/20/2022
Date

Company Name Clair Concrete, Inc.

Business Address 438 Arbours Dr. Bishop, CA 93514

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

DIAZ LAKE ADA BOAT DOCK PROJECT

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

DIAZ LAKE ADA BOAT DOCK PROJECT

In accordance with **Public Contract Code Section 10232**, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By Bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

Matthew Clair - CEO

(Name and Title of Signer)



Signature

9/20/2022

Date

Company Name

Clair Concrete, Inc.

Business Address

438 Arboles Dr.

Bishop, CA. 93514

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1156**

DIAZ LAKE ADA BOAT DOCK PROJECT

ORDINANCE NO. 1156

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION 1. PURPOSE AND AUTHORITY

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.

Chapter 6.06 is added to the Inyo County Code to read as follows:

Chapter 6.06

CONTRACTING PREFERENCES

Sections:

- 6.06.010 Findings.**
- 6.06.020 Definitions.**
- 6.06.030 General Provisions.**
- 6.06.040 Local Business and Small Business Preference.**
- 6.06.050 Small Business Subcontracting Preference.**
- 6.06.060 Limit On Contracting Preference.**

6.06.010 Findings

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

6.06.020 Definitions.

- A. A Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.
- B. A Local Business** is a business which:
 - 1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
 - 2. Holds any required business license by a jurisdiction located in Inyo County; and
 - 3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A Responsive Bid is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

6.06.030 General Provisions.

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

6.06.040 Local Business and Small Business Preference.

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

6.06.050 Small Business Subcontracting Preference.

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

6.06.060 Limit On Contracting Preferences.

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional, without regard to whether any portion of this ordinance would be subsequently declared unconstitutional or invalid.

SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

PASSED AND ADOPTED this 25th day of May, 2010, by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingProfSmBusiness

4/29/10

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 2002539

Legal Business Name:
CLAIR CONCRETE, INC

Doing Business As (DBA) Name 1:
CLAIR CONCRETE INC

Doing Business As (DBA) Name 2:

Address:
438 Arboles Dr.
Bishop
CA 93514

Email Address:
clairconcrete@gmail.com

Business Web Page:
<https://www.clairconcrete.net>

Business Phone Number:
760/920-2803

Business Fax Number:

Business Types:
Construction

Certification Type	Status	From	To
SB(Micro)	Approved	11/09/2021	11/30/2023
SB-PW	Approved	11/09/2021	11/30/2023

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.CaleProcure.CA.GOV)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM

Department: Inyo County Public Works Department LOCATION: Lone Pine, CA


PROJECT DESCRIPTION: DIAZ LAKE ADA BOAT DOCK PROJECT

TOTAL CONTRACT AMOUNT: \$ N/A

BID OPENING DATE: N/A

BIDDER'S COMPANY NAME: N/A

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE
<u>N/A</u>				

For Inyo County to Complete:		Total Claimed Participation	\$ <u>N/A</u>
Project Number: <u>TR-16-039</u> Financing Type: _____ Contract Award Date: _____ Checked by: _____			_____ %
Print Name	Signature	Date	*  Signature of Bidder <u>9/20/2022 (760) 920-2803</u> Date (Area Code) Tel. No. <u>Matthew Clair</u> Person to Contact (Please Type or Print)
			Small Business Enterprise (Rev 5/10)

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS) (05/10)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.**

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

ADDENDUM NO. 1
TO THE BID PACKAGE FOR
DIAZ LAKE ADA BOAT DOCK PROJECT

September 7th, 2022

This addendum is being issued to notify bidders that the following changes have been made to the Project bid documents:

Currently the Bid Package for the Diaz Lake ADA Boat Dock breaks the Bid Items down into three separate scopes-of-work, and an All-Total Bid Item encompassing all three.

Site Work Bid
Fabrication of Dock Components Bid
Project Credit Sign Bid

Change #1:

The Fabrication of Dock Components Bid Item is better served by a Purchase Order, and not a Construction Bid, so many requirements for bonding, insurance, etc. do not apply. The Fabrication of Dock Components Bid Item is herewith redacted from the Bid Package and is being substituted with a much simpler and shorter Bid Proposal form.

Change #2:

The Project Credit Sign Bid Item is being withdrawn, and Inyo County will procure the sign under a separate Purchase Order. Installation is still under the Site Work Scope of Work

Receipt of this addendum should be acknowledged by referencing Addendum #1 and the date of receipt of Addendum #1 on the Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the Bid Package for the **Diaz Lake ADA Boat Dock Project** and form a part of the bid documents. It is requested that Contractors that may have been given plans or specifications for this project be advised of these contract revisions.

Inyo County
Department of Public Works

Greg Waters
Associate Civil Engineer

Date: September 7th, 2022

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

4. BID PRICE AND TOTAL

The specific bid price for the materials and services to be rendered pursuant to the Agreement for which this bid is made are set forth below; for purpose of making this Bid the amount of this Bid is the “Bid Total” amount set forth below, which follows:

Fabrication of Dock Components Bid

Scope of work includes but not limited to: Design of dock, gangway and other components, preparation of detailed shop drawings, fabrication of boarding float (dock), gangway, struts, cable bracing, hook and shackle attachment to abutment, transition plate, abutment and gangway guardrails, kayak loading device, Shipping FOB jobsite fully insured to Diaz Lake, and all Sales Tax for Lone Pine, CA at 7.75%. All product must be delivered to the jobsite for installation by others by November 6th, 2022 unless otherwise agreed to in writing.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	All components listed in scope-of-work	1	LS	\$	\$ N/A
2	Shipping FOB jobsite, fully insured	1	LS	\$	\$ N/A
3	Sales tax @ 7.75%	1	LS	\$	\$ N/A
TOTAL BASE BID AMOUNT:					\$ N/A

BID TOTAL (IN NUMBERS): \$ N/A

BID TOTAL (IN WORDS): N/A

5. ADDENDA:

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

NONE

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

7. BIDDER’S BUSINESS INFORMATION:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, and also the names of the president, secretary, treasurer and chief executive officer/manager thereof. If Bidder is a partnership, joint venture, or other business entity, state the true name of the firm, and also the names of all partners, joint ventures, or other entities or parties

BID PROPOSAL FORM

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

FROM: Clair Concrete, Inc.
438 Arbols Dr.
Bishop, CA 93514
(Herein called "Bidder")

FOR: Dock Components

In submitting this Bid, it is understood that:

1. INCLUSION OF ALL COSTS:

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Provision of Boat Dock Components.

2. CONTRACT DOCUMENTS

The Notice Inviting Bids, this Bid Proposal Form, and the Purchase Order Agreement for the Provision of Dock Components, and any documents incorporated herein, specifically Dock Technical Specifications and Project Plans hereto, are referred to collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, and approval by the Inyo County Board of Supervisors. The contract documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

3. ACCEPTANCE

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

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

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

having authority to act on behalf of the entity, such as officers, owners or directors. If Bidder or other interested person is an individual, state your first, middle and last names in full.

Bidder provides the following information concerning Bidder’s business:

7.1 Bidder’s Name: Clair Concrete, Inc.

7.2 Address: 438 Arboles Dr.
Bishop, CA Zip 93514

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

7.3 Telephone (760) 920-2803

7.4 Federal I.D. No. 47-3513677

7.5 Type of Business (check one):

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

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

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


(Signature of Authorized Person) CEO
(Title)
Matthew Clair 9/20/2022
(Printed Name) (Date)

8. EXECUTION AND AGREEMENT

8.1 The undersigned Bidder hereby declares and agrees that:

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

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

(c) That if Bidder receives Notice of Award, Bidder will accept in full, as payment for the material and services to be furnished pursuant to said Agreement ‘Total Base Bid Amount’.

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

Clair Concrete, Inc.

(Company Name)



(By)

Matthew Clair

(Print Name)

CEO

(Print Title)

9. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with “**Diaz Lak ADA Boat Dock – Dock Components**” and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on September 21st, 2022.**

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

For questions or comments regarding specifications please contact Greg Waters at gwaters@inyocounty.us or (760)-709-2232.

ADDENDUM NO. 2
TO THE BID PACKAGE FOR
DIAZ LAKE ADA BOAT DOCK PROJECT

September 9th, 2022

This addendum is being issued to notify bidders that the following changes have been made to the Project bid documents:

Change #1:

Addendum #1 specified an on-site drop-dead delivery date for all Dock Components of November 6th, 2022. Addendum #2 changes that delivery date to January 3rd, 2022.

Change #2:

A new Bid Item has been added, specifically for the costs of preparing shop drawings for all dock components, acceptable to the California Department of Boating and Waterways.

Receipt of this addendum should be acknowledged by referencing Addendum #2 and the date of receipt of Addendum #2 on the Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the Bid Package for the **Diaz Lake ADA Boat Dock Project** and form a part of the bid documents. It is requested that Contractors that may have been given plans or specifications for this project be advised of these contract revisions.

Greg Waters

Associate Civil Engineer
Inyo County Department of Public Works

Date: September 9th, 2022

BID PROPOSAL FORM

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

FROM: Clair Concrete, Inc.
438 Arboles Dr. Bishop, CA 93514

(Herein called "Bidder")

FOR: Dock Components

In submitting this Bid, it is understood that:

1. INCLUSION OF ALL COSTS:

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Provision of Boat Dock Components.

2. CONTRACT DOCUMENTS

The Notice Inviting Bids, this Bid Proposal Form, and the Purchase Order Agreement for the Provision of Dock Components, and any documents incorporated herein, specifically Dock Technical Specifications and Project Plans hereto, are referred to collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, and approval by the Inyo County Board of Supervisors. The contract documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

3. ACCEPTANCE

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

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

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

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

4. BID PRICE AND TOTAL

The specific bid price for the materials and services to be rendered pursuant to the Agreement for which this bid is made are set forth below; for purpose of making this Bid the amount of this Bid is the “Bid Total” amount set forth below, which follows:

Fabrication of Dock Components Bid

Scope of work includes but not limited to: Design of dock, gangway and other components, preparation of detailed shop drawings, fabrication of boarding float (dock), gangway, struts, cable bracing, hook and shackle attachment to abutment, transition plate, abutment and gangway guardrails, kayak loading device, Shipping FOB jobsite fully insured to Diaz Lake, and all Sales Tax for Lone Pine, CA at 7.75%. **All product must be delivered to the jobsite for installation by others by January 3rd, 2023 unless otherwise agreed to in writing.**

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Preparation of shop drawings acceptable to the California Department of Boating and Waterways	1	LS	\$	\$ N/A
2	Fabrication of all components listed in scope-of-work	1	LS	\$	\$ N/A
3	Shipping FOB jobsite, fully insured, by January 3 rd , 2023	1	LS	\$	\$ N/A
4	Sales tax @ 7.75%	1	LS	\$	\$ N/A
TOTAL BASE BID AMOUNT:					\$ N/A

BID TOTAL (IN NUMBERS): \$ N/A

BID TOTAL (IN WORDS): N/A

5. ADDENDA:

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

NONE

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

7. BIDDER’S BUSINESS INFORMATION:

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

Bidder provides the following information concerning Bidder's business:

7.1 Bidder's Name: Clair Concrete, Inc.

7.2 Address: 438 Arboles Dr.
Bishop, CA. Zip 93514

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

7.3 Telephone (760) 920-2803 (Matthew Cell) (760) 812-1439 office

7.4 Federal I.D. No. 47-3513677

7.5 Type of Business (check one):

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

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

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


(Signature of Authorized Person) CEO (Title)
Matthew Clair 9/20/2022
(Printed Name) (Date)

8. EXECUTION AND AGREEMENT

8.1 The undersigned Bidder hereby declares and agrees that:


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

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

(c) That if Bidder receives Notice of Award, Bidder will accept in full, as payment for the material and services to be furnished pursuant to said Agreement 'Total Base Bid Amount'.

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

Clair Concrete, Inc.
(Company Name)


(By)

Matthew Clair
(Print Name)

CEO
(Print Title)

9. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with “**Diaz Lak ADA Boat Dock – Dock Components**” and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on September 21st, 2022.**

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

For questions or comments regarding specifications please contact Greg Waters at gwaters@inyocounty.us or (760)-709-2232.

BID PROPOSAL FORM

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

FROM: BELLINGHAM MARINE INDUSTRIES, INC.

8810 Sparling Lane

Dixon, CA 95620

(Herein called "Bidder")

FOR: Dock Components

In submitting this Bid, it is understood that:

1. INCLUSION OF ALL COSTS:

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Provision of Boat Dock Components.

2. CONTRACT DOCUMENTS

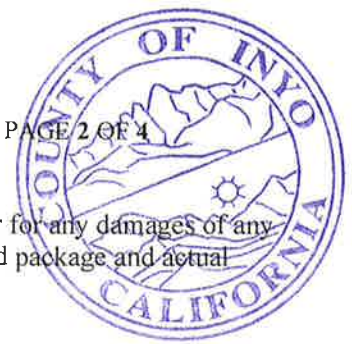
The Notice Inviting Bids, this Bid Proposal Form, and the Purchase Order Agreement for the Provision of Dock Components, and any documents incorporated herein, specifically Dock Technical Specifications and Project Plans hereto, are referred to collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, and approval by the Inyo County Board of Supervisors. The contract documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

3. ACCEPTANCE

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

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

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



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

4. BID PRICE AND TOTAL

The specific bid price for the materials and services to be rendered pursuant to the Agreement for which this bid is made are set forth below; for purpose of making this Bid the amount of this Bid is the “Bid Total” amount set forth below, which follows:

Fabrication of Dock Components Bid

Scope of work includes but not limited to: Design of dock, gangway and other components, preparation of detailed shop drawings, fabrication of boarding float (dock), gangway, struts, cable bracing, hook and shackle attachment to abutment, transition plate, abutment and gangway guardrails, kayak loading device, Shipping FOB jobsite fully insured to Diaz Lake, and all Sales Tax for Lone Pine, CA at 7.75%. **All product must be delivered to the jobsite for installation by others by January 3rd, 2023 unless otherwise agreed to in writing.**

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Preparation of shop drawings acceptable to the California Department of Boating and Waterways	1	LS	\$ 15,000.00	\$ 15,000.00
2	Fabrication of all components listed in scope-of-work	1	LS	\$ 109,115	\$ 109,115.00
3	Shipping FOB jobsite, fully insured, by January 3 rd , 2023	1	LS	\$ 2,885	\$ 2,885.00
4	Sales tax @ 7.75%	1	LS	\$ 9,843	\$ 9,843.00
TOTAL BASE BID AMOUNT:					\$ 136,843.00

BID TOTAL (IN NUMBERS): \$ 136,843.00

BID TOTAL (IN WORDS): one hundred-thirty-six thousand, eight hundred, forty-three + 00/100

5. ADDENDA:

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

Addendum 1 dated 9/7/22

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

7. BIDDER’S BUSINESS INFORMATION:

The bid was received on 9/20/22
 2022 @ 3:20 pm.
 Attest: Leslie Chapman, Nathan Greenberg
 Administrative Officer and Clerk of the
 Inyo County, California
[Signature] Assistant

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

Bidder provides the following information concerning Bidder’s business:

7.1 Bidder’s Name: BELLINGHAM MARINE INDUSTRIES, INC.

7.2 Address: 8810 Sparling Lane
Dixon, CA Zip 95620

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

7.3 Telephone (707) 678-2385

7.4 Federal I.D. No. 91-0141770

7.5 Type of Business (check one):

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

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

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


Eric L. Noegel Vice President
(Signature of Authorized Person) (Title)

Eric L. Noegel 9/15/22
(Printed Name) (Date)

8. EXECUTION AND AGREEMENT

8.1 The undersigned Bidder hereby declares and agrees that:

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

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

(c) That if Bidder receives Notice of Award, Bidder will accept in full, as payment for the material and services to be furnished pursuant to said Agreement 'Total Base Bid Amount'.

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

BELLINGHAM MARINE INDUSTRIES, INC.
(Company Name)


(By)

Eric L. Noegel
(Print Name)

Vice President
(Print Title)

9. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with “**Diaz Lak ADA Boat Dock – Dock Components**” and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on September 21st, 2022.**

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

For questions or comments regarding specifications please contact Greg Waters at gwaters@inyocounty.us or (760)-709-2232.

▼ Contractor's License Detail for License # 442499

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/15/2022 2:01:36 PM

Business Information

BELLINGHAM MARINE INDUSTRIES INC
8810 SPARLING LANE
DIXON, CA 95620
Business Phone Number:(707) 678-2385

Entity Corporation
Issue Date 07/06/1983
Expire Date 07/31/2023

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ C16 - FIRE PROTECTION
- ▶ C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 929386394

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

▶ This license filed Bond of Qualifying Individual number **30156118** for DAVID WALTER DAY in the amount of **\$12,500** with WESTERN SURETY COMPANY.

Effective Date: 05/17/2022

▶ This license filed Bond of Qualifying Individual number **30107091** for ERIC LOUIS NOEGEL in the amount of **\$12,500** with WESTERN SURETY COMPANY.

Effective Date: 09/22/2020

Workers' Compensation

This license has workers compensation insurance with the PENNSYLVANIA MANUFACTURERS ASSOCIATION INSURANCE COMPANY

Policy Number: 1360395Y

Effective Date: 11/15/2021

Expire Date: 11/15/2022

[Workers' Compensation History](#)

Other

ACTION BY WRITTEN CONSENT

OF

BMI ACQUISITION CO.

A Washington Corporation

April 22, 2022

The undersigned, being all of the members of the Board of Directors (the "Board" or "Board of Directors") of BMI Acquisition Co., a Washington corporation (the "Company"), acting pursuant to Section 23B.07.040 of the Washington Business Corporation Act, Section 607.0704 of the Florida Business Corporation Act, and Section 33-749 of the Connecticut Business Corporation Act, do hereby adopt, ratify and approve the following resolutions by written consent effective as of the date set forth above and directs the Secretary of the Company to place a copy hereof in the Company's book of minutes:

Election of Directors and Officers of Bellingham Marine Industries, Inc.

WHEREAS, the Company is the sole shareholder of Bellingham Marine Industries Inc. ("BMI"); and

WHEREAS, the Company desires to update BMI's records to reflect the appointments of directors and officers of BMI, effective as of April 22, 2022;

NOW, THEREFORE BE IT RESOLVED, that the following individuals be, and hereby are, elected as directors of BMI as of April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth

Brian Schaeffgen

Kevin Thompson

Tina M. Jeffcoat

RESOLVED FURTHER, that the following individuals be, and hereby are, elected as officers effective April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth CEO

Kevin Thompson COO

Brian Schaeffgen CFO

Tina M. Jeffcoat Secretary and Vice President of Administration

Craig Funston Vice President of Engineering

Eric Noegel	Vice President, Southwest Division Manager
Jim Engen	Vice President, Northwest Division Manager
Ed Heaton	Vice President, Timber Division Manager
Jeffrey Pratt	Vice President, Southeast Division Manager

Election of Directors and Officers of Florida Floats, Inc.

WHEREAS, the Company is the sole shareholder of Florida Floats Inc. ("FFI"); and

WHEREAS, the company desires to update FFI's records to reflect the appointments of directors and officers of FFI, effective as of April 22, 2022;

NOW, THEREFORE BE IT RESOLVED, that the following individuals be, and hereby are, elected as directors of FFI as of April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth

Brian Schaeffgen

Kevin Thompson

Tina M. Jeffcoat

RESOLVED FURTHER, that the following individuals be, and hereby are, elected as officers effective April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth	CEO
Kevin Thompson	COO
Brian Schaeffgen	CFO
Tina M. Jeffcoat	Secretary and Vice President of Administration
Craig Funston	Vice President of Engineering
Eric Noegel	Vice President, Southwest Division Manager
Jim Engen	Vice President, Northwest Division Manager
Ed Heaton	Vice President, Timber Division Manager
Jeffrey Pratt	Vice President, Southeast Division Manager

Election of Directors and Officers of Concrete Flotation Systems Inc.

WHEREAS, the Company is the sole shareholder of Concrete Flotation Systems Inc. ("CFS"); and

WHEREAS, the company desires to update CFS's records to reflect the appointments of directors and officers of CFS, effective as of April 22, 2022;

NOW, THEREFORE BE IT RESOLVED, that the following individuals be, and hereby are, elected as directors of CFS as of April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth

Brian Schaeffgen

Kevin Thompson

Tina M. Jeffcoat

RESOLVED FURTHER, that the following individuals be, and hereby are, elected as officers effective April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth	CEO
Kevin Thompson	COO
Brian Schaeffgen	CFO
Tina M. Jeffcoat	Secretary and Vice President of Administration
Craig Funston	Vice President of Engineering
Eric Noegel	Vice President, Southwest Division Manager
Jim Engen	Vice President, Northwest Division Manager
Ed Heaton	Vice President, Timber Division Manager
Jeffrey Pratt	Vice President, Southeast Division Manager

Election of Directors and Officers of BMI North America Inc.

WHEREAS, the Company is the sole shareholder of BMI North America Inc. ("BMINA"); and

WHEREAS, the company desires to update BMINA's records to reflect the appointments of directors and officers of BMINA, effective as of April 22, 2022;

NOW, THEREFORE BE IT RESOLVED, that the following individuals be, and hereby are, elected as directors of BMINA as of April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth

Brian Schaeffgen

Kevin Thompson

Tina M. Jeffcoat

RESOLVED FURTHER, that the following individuals be, and hereby are, elected as officers effective April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth	CEO
Kevin Thompson	COO
Brian Schaeffgen	CFO
Tina M. Jeffcoat	Secretary and Vice President of Administration
Craig Funston	Vice President of Engineering
Eric Noegel	Vice President, Southwest Division Manager
Jim Engen	Vice President, Northwest Division Manager
Ed Heaton	Vice President, Timber Division Manager
Jeffrey Pratt	Vice President, Southeast Division Manager

RESOLVED FURTHER, that the directors may be compensated for reasonable expenses, if any, incurred for attendance at each meeting of the Board of Directors, but shall not be paid a fixed sum for attendance at such meetings nor receive a stated salary for service as a director.

RATIFICATION


RESOLVED FURTHER, that any prior resolution or arrangement for payment of fees or fixed sums for attendance at meetings of the Board of Directors is hereby revoked;

RESOLVED FURTHER, that all acts and things heretofore done by any director of BMI, FFI, CFS and BMINA, on or prior to the date hereof be, and the same hereby are, in all respects ratified, confirmed, approved, and adopted as acts on behalf of each of the companies.

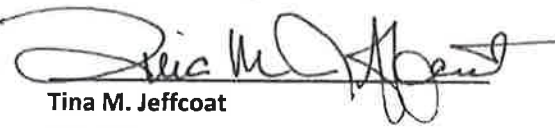
IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent as of the date set forth above. This Action by Written Consent may be executed by facsimile transmission and such facsimile shall be valid and binding to the same extent as if it were an original.

BMI ACQUISITION CO.

A Washington Corporation

By: 
Joseph J. Ueberroth
Director

By: 
Brian Schaeffgen
Director

By: 
Tina M. Jeffcoat
Director

ADDENDUM NO. 2
TO THE BID PACKAGE FOR
DIAZ LAKE ADA BOAT DOCK PROJECT

September 9th, 2022

This addendum is being issued to notify bidders that the following changes have been made to the Project bid documents:

Change #1:

Addendum #1 specified an on-site drop-dead delivery date for all Dock Components of November 6th, 2022. Addendum #2 changes that delivery date to January 3rd, 2022.

Change #2:

A new Bid Item has been added, specifically for the costs of preparing shop drawings for all dock components, acceptable to the California Department of Boating and Waterways.

Receipt of this addendum should be acknowledged by referencing Addendum #2 and the date of receipt of Addendum #2 on the Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the Bid Package for the **Diaz Lake ADA Boat Dock Project** and form a part of the bid documents. It is requested that Contractors that may have been given plans or specifications for this project be advised of these contract revisions.

Greg Waters

Associate Civil Engineer
Inyo County Department of Public Works

Date: September 9th, 2022

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and
CLAIR CONCRETE, INC., CONTRACTOR
for the
DIAZ LAKE ADA BOAT DOCK PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, September 27th, 2022, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and **CLAIR CONCRETE, INC.** (hereinafter referred to as "CONTRACTOR"), for the construction or removal of the **DIAZ LAKE ADA BOAT DOCK PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: **DIAZ LAKE ADA BOAT DOCK PROJECT**

2. TIME OF COMPLETION. Project work shall begin within **60 calendar days** after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: One Hundred Thirteen Thousand, Two Hundred and Sixty Dollars (\$113,260.00), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and
- c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated

October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and

subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. CLAIMS RESOLUTION. Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

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

The Contractor agrees to indemnify, defend and save harmless, the Department of Parks and Recreation, Division of Boating and Waterways, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and/or from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged by Grantee in the performance of this Contract.

10. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

11. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and

b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

12. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites;

and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, genetic information, gender, gender identity, gender expression, military or veteran status and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

d. Air Pollution and Environmental:

i. Contractor shall comply with all air pollution and environmental control rules, regulation, ordinances and statutes which apply to the Project and any work performed pursuant to this Contract.

13. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

14. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations

regulations in submitting the certified payroll.

15. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

16. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: Michael Errante, Director of Public Works
168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: _____

17. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

18. WAIVER. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. TERMINATION. This Contract may be terminated for the reasons stated below:
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

20. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

21. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

22. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

23. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

24. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

25. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

26. ACCESS TO WORKSITE. The Department of Parks and Recreation, Division of Boating and Waterways and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the Project Area

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

DIAZ LAKE ADA BOAT DOCK PROJECT

**FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ as Principal, hereinafter "Contractor,"
(Name of Contractor)

and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of _____ dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated _____, 20____, entered into an Contract with the County for the Construction of the _____ **PROJECT** (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo
224 North Edwards Street, P.O. Box N
Independence, California 93526

**FAITHFUL PERFORMANCE BOND
DUAL OBLIGEE RIDER**

This DUAL OBLIGEE RIDER is to be attached to and become part of Faithful Performance Bond No. _____, dated _____, issued by _____, as Corporate Surety, hereinafter called Surety, on behalf of _____, as Principal, and the County of Inyo, as Obligee.

WHEREAS, upon the request of the Principal and Obligee, the attached Faithful Performance Bond is hereby modified to add the California Department of Parks and Recreation, Division of Boating and Waterways, as an additional Obligee.

The undersigned hereby agree:

There shall be no liability on the part of the Principal or Surety under this bond to the Obligees, or either of them, unless the Obligees, or either of them, shall make payments to the Principal, or to the Surety in the case it arranges for completion of the Contract, upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth.

In no event shall the aggregate liability of the Surety to either or both Obligees exceed the penal sum of this Faithful Performance Bond, nor shall the Surety be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either Obligee maybe made by its check issued jointly to both.

Nothing herein shall be held to change, alter, or vary the terms of the attached Faithful Performance Bond, except as set forth in this Dual Obligee Rider.

---o0o---

Signed and sealed this _____ day of _____, 20 _____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(SEAL)

(Name of Contractor)

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

County of Inyo
Obligee

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

Department of Parks and Recreation,
Division of Boating and Waterways
Obligee

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

ATTACHMENT 2

DIAZ LAKE ADA BOAT DOCK PROJECT

**LABOR AND MATERIALS PAYMENT BOND
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of _____ dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated _____, 20 _____, entered into an Contract with the County for the construction of the _____ **PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums

as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

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Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**

ATTACHMENT 3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND CLAIR CONCRETE, INC.
FOR THE DIAZ LAKE ADA BOAT DOCK PROJECT**

TERM:
FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory** Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below and elsewhere in bid requirements.
6. **Professional Liability** (if Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors’ Pollution Legal Liability** with limits no less than **\$1,000,000** per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [or \$50,000 for projects in excess of \$500,000] unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

OTHER INSURANCE PROVISIONS

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

1. **Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). An additional insured endorsement must be submitted along with the certificate/s of insurance as evidence, though failure to supply does not relive contractor of requirement.
2. The State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of both Inyo County and the State of California Department of Parks and Recreation, Division of Boating and waterways (DBW) in respect to the Project, and this policy shall not be cancelled without thirty (30) days prior written notice to DBW.
3. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory insurance coverage** at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
4. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

Claims Made Policies – (Inyo County prefers occurrence type CGL policies)

If any coverage required is written on a claims-made coverage form:

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers’ Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors. An endorsement specifying this waiver must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

Verification of Coverage

Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by Inyo County before work commences.

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

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. 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.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

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



County of Inyo

County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Meaghan McCamman

SUBJECT: MOU and Lease Agreement with Sierra Business Council

RECOMMENDED ACTION:

Request Board A) approve the Memorandum of Understanding between the County of Inyo and Sierra Business Council to operate the Small Business Resource Center in Bishop for the period of September 1, 2022 through December 31, 2025, with potential extensions to December 31, 2031, and authorize the Chairperson to sign; and B) approve the lease agreement between the County of Inyo and Sierra Business Council for the real property described as 269 N. Main St. Bishop, in an amount not to exceed \$1 per month for the period of October 1, 2022 through December 31, 2031, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Small Business Resource Center (SBRC) has been a priority project for Inyo County's economic development team for several years. The project is in the final stages of development and the opening of the SBRC is planned for Fall 2022. Thanks to the involvement of expert consultants from AccompanyCo, the SBRC has a blueprint for the future in the form of a business plan that describes the programs, events, and metrics for success, and includes a budget through the year 2026. The successful completion of the SBRC is due to the dedication and enthusiasm of the Working Group, which includes staff from the County of Inyo, the City of Bishop, the Bishop Chamber of Commerce, Mono County, the Bakersfield Small Business Development Center, Sierra Business Council, Cerro Coso Community College, Inyo County Office of Education, and representatives from local small businesses.

The SBRC's business plan calls for the SBRC to transition from government inception to an autonomous organization operating as a nonprofit 501(c)(3) within the first few years of operation. At the August 2, 2022 meeting, this Board directed staff to negotiate an MOU with the Sierra Business Council to serve as a parent 501(c)(3) and fiscal agent for the SBRC, to hire an Executive Director, and implement the business plan developed by AccompanyCo and the Working Group. Staff return today with an MOU and sub-lease agreement for the SBRC space at 269 N. Main Street, in Bishop.

When these documents are signed, Sierra Business Council will begin to take a lead role in developing the SBRC services outlined in the Business Plan, starting with a Capital Summit on October 7. AccompanyCo, Inyo County staff, and the whole working group will support Sierra Business Council during the transition and into the future.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The SBRC has been under development since the Business Plan was commissioned in 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to sign the MOU or the sub lease agreement with the Sierra Business Council to operate the Small Business Resource Center. In that case, the County would have the option to spin off the SBRC into a standalone 501(c)(3) and allocate resources to develop and finance an administrative overhead structure as well as SBRC programming; or, the County could decide to run the SBRC as a government program, and allocate resources for SBRC staff and programming.

OTHER AGENCY INVOLVEMENT:

Sierra Business Council

FINANCING:

The County has committed to a 10-year lease of the SBRC facility at 269 N. Main Street in an amount initially not to exceed \$3,000 per month plus utilities and maintenance costs. Under the SBRC business plan, additional government contributions to the SBRC continue until at least 2026. The proposed 2022-2023 budget includes \$390,000 in the Economic Development budget (010202) to complete and fully equip the Small Business Resource Center.

ATTACHMENTS:

1. Final Version of MOU
2. Inyo - Sierra Business Council Lease
3. Exhibit A - Parcel Map
4. Exhibit B - Lease Agreement
5. Final Business Plan - Version 2

APPROVALS:

Meaghan McCamman	Created/Initiated - 9/13/2022
Darcy Ellis	Approved - 9/14/2022
Leslie Chapman	Approved - 9/20/2022
Nate Greenberg	Approved - 9/20/2022
Amy Shepherd	Approved - 9/22/2022
John Vallejo	Approved - 9/22/2022
Darcy Ellis	Approved - 9/22/2022
Meaghan McCamman	Final Approval - 9/22/2022

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF INYO AND THE SIERRA BUSINESS COUNCIL REGARDING THE MANAGEMENT AND OPERATION OF THE INYO COUNTY SMALL BUSINESS RESOURCE CENTER

WHEREAS, since early 2020, Inyo County (“the County”) has been working to develop a Small Business Resource Center (“SBRC”) in Bishop, CA;

WHEREAS, Inyo County’s development of the SBRC has included the following: leasing, refurbishing, and furnishing a building at 269 N. Main Street in Bishop; working with Accompany Co. to develop a business plan for the SBRC; and managing and convening a Working Group consisting of stakeholders including the County of Inyo, the City of Bishop, the Bishop Chamber of Commerce, Mono County, the Bakersfield Small Business Development Center, Cerro Coso Community College, Inyo County Office of Education and representatives from local small businesses;

WHEREAS, thanks to the hard work of both County employees and community partners, the SBRC will soon open its doors to the public;

WHEREAS, when open to the public, the SBRC will strive to offer the following services: a Navigator program, entrepreneur events and meetups, business development services and technical assistance, capital fund development, and an American Indian/Native Alaskan (AI/NA) initiative;

WHEREAS, the Sierra Business Council (“SBC”) is a non-profit organization with locations throughout the Sierra Nevada with extensive experience managing small business development centers and similar projects in rural, mountainous areas of California;

WHEREAS, the SBC has agreed to assume operation of the Inyo County SBRC, subject to certain terms and conditions.

Accordingly, the County and the SBC agree as follows:

1. The SBC will assume all operations of the Inyo County SBRC, beginning on September 1, 2022. These operational activities shall include the following:
 - a. The implementation of the business plan created by AccompanyCo. This implementation shall include, at a minimum, the following: the development of a navigator program, the organization of events and meetups, business development services and technical assistance, capital fund development, and an AI/NA Initiative.
 - b. Providing updates at least twice per year to the Inyo County Board of Supervisors regarding SBRC activities, including a written and oral report on the key performance indicator activities as outlined in the business plan.
 - c. The purchase of all day-to-day consumables required for the SBRC to function as a community space;
 - d. Maintaining “open house” hours averaging at least 40 hours per week when the public may drop in to ask questions pertaining to small businesses;

e. Collaborating with Inyo County, AccompanyCo., and the Working Group through at least December 31, 2022 to ensure a smooth transition for the SBRC from Inyo County to the SBC;

2. The SBC will also be responsible for engaging local stakeholders as a means to continue to build local support for the SBRC, identify local small business needs, and foster an entrepreneurial ecosystem in the Eastern Sierra. The parties recognize that this engagement is particularly important during the first year of this MOU, and the County agreed to be actively involved in assisting the SBC with the completion of this objective during the first year of this MOU.

3. The SBC will hire one full-time employee to serve as the Executive Director of the SBRC. This individual will work out of the SBRC and be familiar with the economy of the Eastern Sierra.

4. Inyo County will, via a separate agreement, sublease the building at 269 N. Main St. to SBC so that SBC may use the building as the base for the SBRC. In recognition of the important public service that SBC is providing via the SBRC, Inyo County will lease this building to SBRC at a below-market rate. The lease shall include furniture, technological equipment, and fixtures. SBC will be responsible for the payment of all utilities and ongoing maintenance of the building after the execution of the lease. Should either party desire to terminate the SBC's running of the SBRC, the sublease shall also terminate.

5. Inyo County will provide to SBC the business plan prepared by Accompany Co. for the SBC and will, for at least the first year of the MOU, make staff available to answer any questions that SBC may have about the business plan and its implementation.

6. Inyo County will work with the SBC to ensure that all business know-how, goodwill, and community engagement associated with the SBRC is transferred to SBC.

7. This agreement shall terminate on December 31, 2025. The Parties may mutually agree to extend this agreement for two additional three-year terms.

AGREED AND ADOPTED THIS ____ DAY OF _____, 2022

INYO COUNTY

SIERRA BUSINESS COUNCIL

Dan Totheroh, Board Chair

Steve Frisch

**LEASE AGREEMENT BY AND BETWEEN THE COUNTY OF INYO AND THE
SIERRA BUSINESS COUNCIL**

This Lease Agreement is made and entered into by and between the County of Inyo, a political subdivision of the State of California (“the County”), and the Sierra Business Council, [insert entity type] (“Lessee”), pursuant to the following terms and conditions:

1. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as “the Lease,” shall be administered on behalf of the County by Leslie Chapman, County Administrative Officer, and on behalf of Lessor by [insert individual and title].

2. DESCRIPTION.

The County hereby leases to Lessee that real property commonly described as 269 N. Main St., Bishop, CA 93514 and more particularly described in **Exhibit A** (“the Leased Premises”).

The County will attempt to furnish the Leased Premises with basic office-style furniture. However, the Parties recognize that, as of the signing of this Lease, the County has not yet been awarded a grant to cover the cost of furniture. Additionally, depending on the final costs of construction, the County may choose to prioritize the installation of electronic equipment—such as high-speed broadband—over the purchase of furniture. Therefore, while the County will endeavor to furnish the Leased Premises prior to the Lessee’s occupancy, the County makes no guarantees regarding the existence of any furniture.

3. TERM.

The term of this Lease shall be for nine years and 10 months, commencing on October 1, 2022 and terminating on December 31, 2031.

Lessee shall be liable for the payment of rent upon the commencement of this Lease, regardless of whether or not Lessee actually occupies the Leased Premises on the commencement date.

4. EARLY TERMINATION.

This Lease, and any option to renew the Lease that is exercised, may be terminated by either Party at its sole discretion. The Party seeking to terminate the Lease must provide the other Party with no less than ninety (90) days written notice of its intent to terminate. The notice shall include a date by which Lessee shall vacate the Leased Premises. This vacation date shall be between ninety (90) and one hundred twenty (120) days from the date of the notice.

5. MASTER LEASE

Lessee understands that the County leases the Leased Premises from SSW19, LLC and

that this Lease Agreement is subject to all terms and conditions of the lease between SSW19, LLC and the County (“the Master Lease”). A copy of the Master Lease is attached hereto as **Exhibit B**. Lessee represents and warrants that it has received and reviewed a copy of the Master Lease and that Lessee will attempt in good faith to assist the County in complying with all of the County’s obligations under the Master Lease. The County represents and warrants that, in executing this lease, it has complied with all requirements found in Section 9 of the Master Lease regarding subletting.

Lessee further understands that this Lease Agreement is subject to the continued existence and validity of the Master Lease. Should the Master Lease terminate or be rendered void or unenforceable, this Lease Agreement will automatically terminate as of the date of the termination of the Master Lease.

Lessee shall not assign this Lease or sublet the Leased Premises in part, encumber its leasehold estate or any interest therein, or permit the Leased Premises to be occupied by another, either voluntarily or by operation of law.

6. HOLDING OVER.

Any holding over at the expiration of a lease term, or extensions thereof, with the consent of the County, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by Lessee to remove its equipment and fixtures.

7. RENT.

The rent paid to the County by Lessee shall be the sum of One Dollar (\$1.00) per month and shall be paid annually no later than January 31st of each year—i.e. on or before January 31, 2023, Lessee shall pay the County \$12, representing the total rent due for the year 2023. Payment for October, November, and December 2022 shall be made on or before October 31, 2022 in the amount of \$3.

8. USE.

It is the intention of Lessee to occupy and use the Leased Premises for the operation of a Small Business Resource Center. The Small Business Resource Center will generally consist of an office-type environment staffed by Lessee’s employees that is open to the public on both a drop-in and appointment basis. The Lessee’s use of the Leased Premises will also include professional seminars or meet-ups pertaining to small business development and support. At any time that the Lessee opens the Leased Premises to the general public, Lessee shall staff the Leased Premises with at least one employee or designee of the Lessee.

9. HOURS.

Lessee shall have access to the Leased Premises at any time on a twenty-four hour per

day, seven-day per week basis.

10. ALTERATIONS AND IMPROVEMENTS.

Lessee may make alterations and/or additions to the Leased Premises. However, any additions, improvements or alterations permanently made or affixed to the Leased Premises shall be made only with the County's written approval. Any damage occasioned by such installation and/or removal shall be repaired by the Lessee. All other fixtures, additions, alterations and improvements made by the Lessee to the Leased Premises shall become property of the County upon termination of this Lease or any extension thereof.

11. UTILITIES.

Lessee shall provide and pay for all utilities, including but not limited to electrical, propane, sewer, internet, water, and garbage. The County shall not be responsible for the payment of any utilities.

12. JANITORIAL SERVICE AND TRASH REMOVAL.

Lessee shall furnish at Lessee's sole expense janitorial and trash removal services which may be required on the Leased Premises, not less than once weekly. Such services shall be provided at the level necessary to maintain the Leased Premises in a clean and orderly condition.

13. MAINTENANCE.

Lessee shall, at Lessee's own expense, keep and maintain the entire Leased Premises, both interior and exterior—including, but not limited to, interior walls, landscaping, sidewalks, parking lots, and HVAC equipment—in good order, condition, and repair. Lessee shall further, at Lessee's own expense, keep and maintain all fixtures—including, but not limited to, floor coverings, wall coverings, doors, interior glass, light fixtures, light bulbs, keys, locks, fire extinguishers, and all equipment that serves the premises—in good order, condition, and repair. Lessee shall not be responsible for maintenance or repair of the roof, foundation, pipes, and structural portions of the Leased Premises.

Lessee shall engage a third-party contractor to perform, at a minimum, annual routine maintenance on the HVAC system.

14. SIGNS.

Lessee may erect signs necessary to identify Lessee's occupancy of the Leased Premises during the term hereunder. Lessee shall forward to the County the proposed design for said signs prior to placing said signs on the Leased Premises. Lessee shall not place the proposed signs on the Leased Premises until the County has given consent to the proposed signs. The County shall not unreasonably withhold said consent. Signs shall be removed by Lessee at the termination of this Lease.

15. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse Lessee from the payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

16. WASTE.

Lessee shall give prompt notice to the County of any damages to the Leased Premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the Leased Premises.

17. DAMAGE OR DESTRUCTION.

In the event that the Leased Premises shall be substantially damaged or destroyed by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of Lessee, to such an extent that the Leased Premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction.

If the Leased Premises are substantially damaged or destroyed through the sole fault or negligence of Lessee, its officers, or employees, this Lease may not be terminated by Lessee, and it shall be the obligation of Lessee, at its sole expense, to reconstruct or repair said Leased Premises.

This paragraph shall not apply to any of the furniture in the Leased Premises that is provided by the County upon commencement of the Lease. Should the furniture contained in the Leased Premises be substantially damaged or destroyed, the County shall have no obligation to repair or replace it, nor shall Lessee have any right to terminate this Lease due to the damage or destruction of the furniture.

18. HOLD HARMLESS.

County shall not be liable to Lessee for any damage to the Leased Premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the Leased Premises being out of repair, or by defects in the Leased Premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessee's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the Leased Premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessee, its officers, agents, or employees,

or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessee, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessee from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

19. INSURANCE REQUIREMENTS

For the duration of this Lease, Lessee shall procure and maintain insurance of the scope and amount specified in **Exhibit C** and with the provisions specified in that exhibit.

20. RIGHT OF ENTRY.

Upon 24 hours advance notice to Lessee, the County reserves the right to enter at all reasonable times upon any part of the Leased Premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed. Lessee may be present during any inspection or examination. Access by the County to areas where confidential data is being used or stored will be provided by escort by authorized Lessee staff. In the event of an emergency, the County may enter the Leased Premises in order to take necessary action to address the emergency and shall provide immediate notice to Lessee of the nature of the emergency warranting the need to access the property.

21. QUIET POSSESSION.

The County, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that Lessee, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the Leased Premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by the County, its heirs, devisees, successors, or assigns. The County has and reserves the right at any reasonable time to enter upon the Leased Premises, to inspect said Leased Premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with Lessee's use and enjoyment of the Leased Premises.

22. NOTICE.

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY
Leslie Chapman

County Administrative Officer
1360 N. Main St.
Bishop, CA 93514

LESSOR

_____ Name
Address
City and State

23. MECHANIC'S LIEN.

Lessee agrees to keep the Leased Premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the Leased Premises at the instance of, or on behalf of, Lessee.

24. COMPLIANCE WITH LAW.

Lessee shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of Leased Premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

25. WAIVER.

It is agreed that any waiver by the County of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the County to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

26. DEFAULT.

In the event that Lessee or the County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

27. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

28. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

29. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

30. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

31. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

32. CONSTRUCTION OF AGREEMENT.

Both Lessee and the County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

County of Inyo

Sierra Business Council

Dan Totheroh
Chairperson

Steve Frisch
President

Date: _____

Date: _____

Approved as to Paragraph 9 of the Master Lease:

Sam Walker, Manager of SSW19, LLC

Approved as to form and legality:

County Counsel

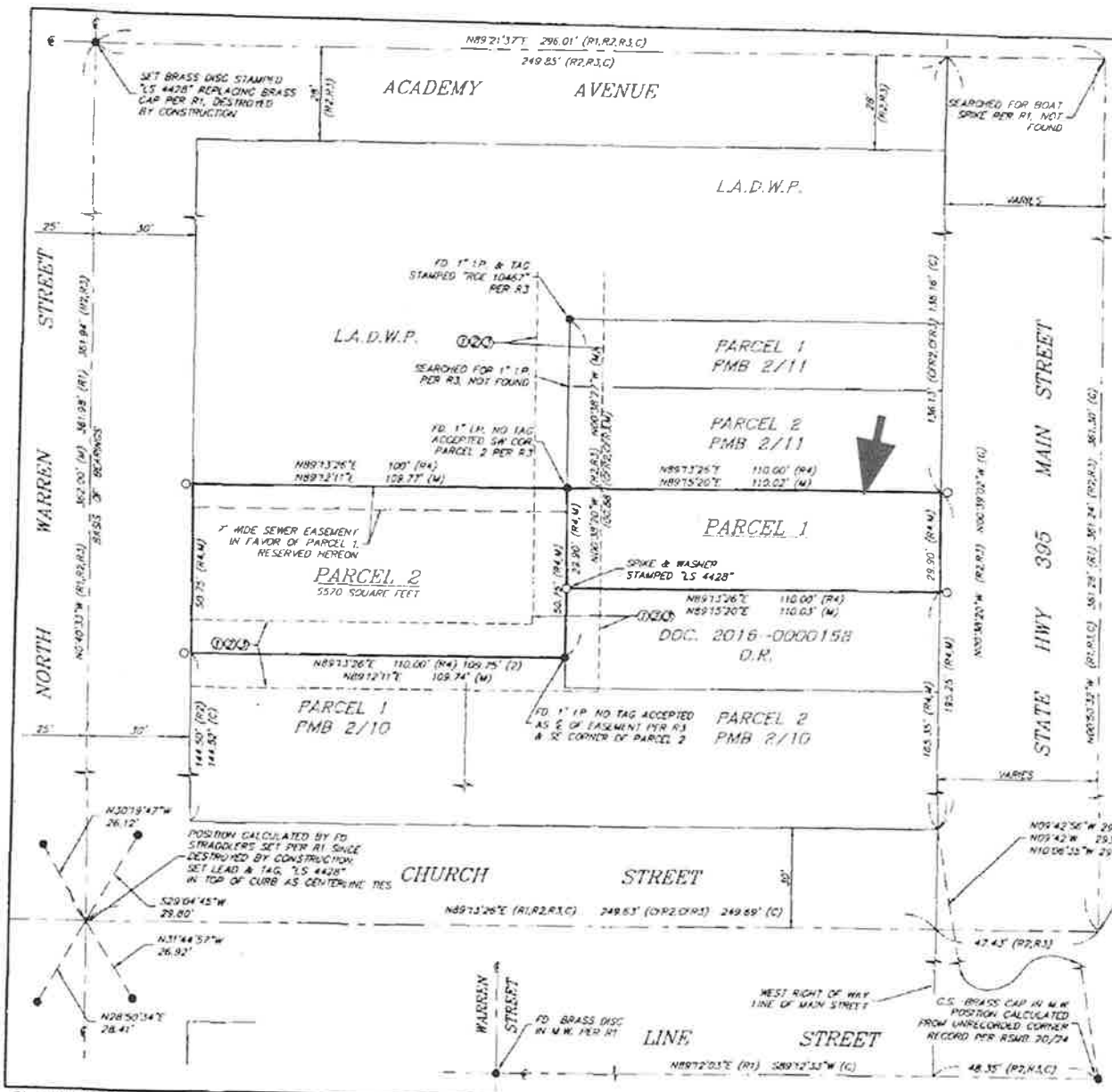
Approved as to accounting form and content:

County Auditor

Approved as to insurance and risk management:

County Risk Manager

Exhibit A



LEGEND:

- FD FOUND
- (H) RECORD
- (M) MEASURED
- (C) CALCULATED
- (C/R) CALCULATED FROM RECORD
- PMB PARCEL MAP BOOK
- M.W. MONUMENT WELL
- I.P. IRON PIPE
- PL PROPERTY LINE
- FD MONUMENT AS NOTED
- SET WITNESS CORNER 2.00' OFFSET, LEAD & TAG STAMPED "LS 4428" IN CONCRETE OR AS OTHERWISE NOTED
- FD LEAD & TAG STAMPED "LS 4428" AT TOP OF CURB FOR CENTERLINE INTERSECTION BY

RECORD INFORMATION:

- (R1) INTO COUNTY SURVEYORS MAP NO. 14 ON FILE IN THE COUNTY SURVEYORS OFFICE
- (R2) PARCEL MAP NO. 141 RECORDED IN BOOK 2 OF PARCEL MAPS AT PAGE 10
- (R3) PARCEL MAP NO. 124 RECORDED IN BOOK 2 OF PARCEL MAPS AT PAGE 11
- (R4) RECORD INFORMATION PER GRANT DEED RECORDED AS INSTRUMENT NO. 98-1562 D.R.

EXISTING EASEMENT LEGEND

- ① EASEMENT FROM INGRESS AND EGRESS PER 32/452 D.R.
- ② EASEMENT FOR ALLEYWAY AND THE RIGHT TO PRUNE TREES PER 36/333 D.R.
- ③ EASEMENT FOR INGRESS AND EGRESS PER 33/459 D.R.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF NORTH WARREN STREET PER INTO COUNTY SURVEYORS MAP NO. 14 AND SHOWN HEREON AS N0°00'37"W

SURVEY NOTE

THE INTERSECTION OF THE WEST LINE OF MAIN STREET AND THE CENTERLINE OF CHURCH STREET WAS ESTABLISHED BY RECORD BEARING AND VERIFIED BY FIELD SURVEY USING THE EXISTING THEATRE BUILDING LINE NORTH OF SAID INTERSECTION AS SHOWN PER R2 & R3 RECORD DISTANCES ALONG THE WEST LINE WERE USED AND CALCULATED PER R2, R3 AND R4 TO ESTABLISH THE EAST LOT CORNERS OF PARCEL 1.



PARCEL MAP NO. 421

IN THE CITY OF BISHOP, INYO COUNTY STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 45, TOWNSHIP 7 SOUTH, RANGE 33 EAST, M.D.B.M., SAID PORTION BEING DESCRIBED IN THE GRANT DEED RECORDED AS DOCUMENT NO. 98-1562 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER.

GROSS AREA: 0.20 ACRES



2104 (Rev. 11-17-03) 208 MAIN STREET, SUITE 100, CHICO, CA 95926 TEL: 530-891-1234 FAX: 530-891-1235

Exhibit B

LEASE

THIS LEASE ("**Lease**") is made between SSW19, LLC, a California limited liability company ("**Landlord**"), and the County of Inyo, a political subdivision of the State of California ("**Tenant**"), dated as of December 1, 2021, for reference purposes only.

BASIC LEASE INFORMATION

PREMISES: The property identified in Exhibit C, including without limitation the buildings, land and common areas located at 269 Main Street, Bishop, California 93514, and the landscaping, parking facilities and other improvements and appurtenances related thereto.

PERMITTED USE: The Premises shall be used by Tenant solely for office purposes, and such related, ancillary uses in connection with the foregoing as necessary to conduct the normal business of the County of Inyo, and for no other use or purpose without the prior written consent of Landlord.

COMMENCEMENT DATE: Upon substantial completion of Landlord Improvements (see Exhibit D) or December 1, 2021, whichever is sooner.

INITIAL TERM: One Hundred Twenty (120) months

BASE RENT:

Months	Base Rent (per month)
1-12	\$ 3,000.00
13-24	\$ 3,000.00
25-36	\$ 3,000.00
37-48	\$ 3,045.00
49-60	\$ 3,090.67
61-72	\$ 3,137.04
73-84	\$ 3,184.09
85-96	\$ 3,231.85
97-108	\$ 3,280.33
109-120	\$ 3,329.53

FIRST MONTH'S PRE-PAID RENT: \$3,000 due upon Lease execution.

SECURITY DEPOSIT: \$3,329.53

BROKERS: None.

ADDRESSES FOR NOTICES:

To: Tenant

County Administrative Office
P.O. Drawer N
Independence, CA 93526
Bishop, CA 93514
Telephone (760) 878-0460
Email: dellis@inyocounty.us

To: Landlord

SSW19, LLC
Attn: Sam Walker
3071A W. Line St.
Bishop, CA 93514
Telephone: (760) 914-2484
Email: mammothbrew@earthlink.net

IN WITNESS WHEREOF, the parties hereto have executed this Lease, consisting of the foregoing Basic Lease Information, the following Standard Lease Provisions consisting of Paragraphs 1 through 23 (the "Standard Lease Provisions") and Exhibits A (Insurance), B (Rules and Regulations, C (Depiction of Premises), and D (Landlord Improvements), all of which are incorporated herein by this reference (collectively, this "Lease"). In the event of any conflict between the provisions of the Basic Lease Information and the provisions of the Standard Lease Provisions, the Standard Lease Provisions shall control.

"Landlord"

SSW19, LLC, a California limited liability company

By: 
Name: Sam Walker, Manager

Date: 11/17/21

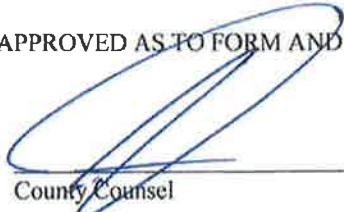
"Tenant"

County of Inyo

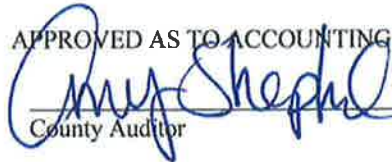
By: 
Name: Jeff Griffiths, Chair
Board of Supervisors

Date:

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

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SSW19, LLC, a California limited liability company

By: 
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Date: 11/17/21

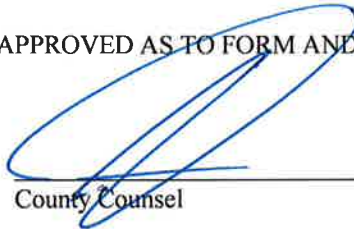
"Tenant"

County of Inyo

By: _____
Name: Jeff Griffiths, Chair
Board of Supervisors

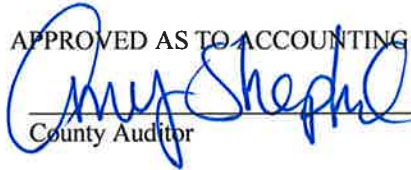
Date:

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

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"Landlord"

SSW19, LLC, a California limited liability company

By: _____
Name: Sam Walker, Manager

Date:

"Tenant"

County of Inyo

By: _____
Name: Jeff Griffiths, Chair
Board of Supervisors

Date:

APPROVED AS TO FORM AND LEGALITY:

County Counsel

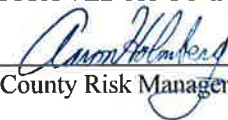
APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

STANDARD LEASE PROVISIONS

1. Premises.

1.1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, those certain premises (the "**Premises**") described in the Basic Lease Information, whose street address is as shown in the Basic Lease Information and contains improvements and appurtenances. However, Landlord reserves the right to preserve the condition and value of the Premises, including without limitation to (a) prevent the use of the Premises by unauthorized persons; (b) temporarily close any portion of the Premises for repairs, improvements or alterations, to prevent dedication or an easement by prescription; (c) renovate, upgrade or change the shape and size of the Premises or add improvements to the Premises including, without limitation, parking areas, roadways and curb cuts, and (d) to construct buildings on the Premises, so long as such closures and/or changes to the Premises do not unreasonably interfere with Tenant's use of the Premises.

1.2. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that as of the date of this Lease, the Premises has not undergone inspection by a "Certified Access Specialist" ("CASp") to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code Section 55.53. Landlord hereby discloses pursuant to California Civil Code Section 1938 as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Landlord and Tenant hereby acknowledge and agree that in the event that a party elects to perform a CASp inspection of the Premises hereunder, such CASp inspection shall be performed at that party's sole cost and expense and the party obtaining the inspection shall be solely responsible for the cost of any repairs, upgrades, alterations and/or modifications to the Premises necessary to correct any such violations of construction-related accessibility standards identified by such CASp inspection as required by applicable laws, which repairs, upgrades, alterations and/or modifications may, at Landlord's option following any inspection obtained by Tenant, be performed by Landlord at Tenant's expense, payable as additional rent within ten (10) days following Landlord's demand. Otherwise, the responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards shall be governed by the terms of the Lease. Notwithstanding the foregoing, this paragraph does not excuse the Landlord from its duty to ensure that the Landlord Improvements are constructed in compliance with the Americans With Disabilities Act and other applicable accessibility standards.

2. Term.

2.1. Unless earlier terminated in accordance with the provisions hereof, the term of this Lease (the "**Term**") shall be as set forth in the Basic Lease Information; provided, however, in the event the Term Commencement Date (defined below) occurs on a date other than the first day of a calendar month, there shall be added to the Term the partial month ("**Partial Lease Month**") from the Term Commencement Date to (but not including) the first day of the calendar month following the Term Commencement Date.

2.2. Subject to the provisions of this Paragraph 2, the Term shall commence upon the Commencement Date set forth in the Basic Lease Information (the "**Term Commencement Date**"). In the event the Term Commencement Date is delayed or otherwise does not occur on the Commencement Date specified in the Basic Lease Information, this Lease shall not be void or voidable, the Term shall not be extended, and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom; provided that Tenant shall not be liable for any Rent (defined below) for any period prior to the Term Commencement Date except as may otherwise be provided in this Lease. This Lease shall be a binding contractual obligation effective upon execution hereof by Landlord and Tenant ("**Effective Date**"), notwithstanding any later commencement of the Term.

2.3. Landlord may deliver to Tenant written notice for Tenant's acknowledgment and confirmation of the Term Commencement Date, but Tenant's failure or refusal to do so shall not negate Tenant's acceptance of the Premises or affect determination of the Term Commencement Date.

2.4. So long as no Event of Default exists, Tenant shall have the right to extend the Term of this Lease for two (2) additional, consecutive five (5) year periods upon Tenant delivering written notice of its election to exercise such option(s) no less than six (6) months prior to the expiration of the Term (as may be extended hereby). Upon such exercise, all of the terms

and conditions of this Lease shall continue during the Extension Term, except the Base Rent shall be increased by two percent (2%) of the Base Rent then in effect, which amount shall increase by two percent (2%) on each anniversary thereafter. All other terms and conditions of this Lease, other than with respect to the Base Rent pursuant to Paragraph 3.1 below, shall remain in full force and effect during such extensions.

2.5. 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 prior to the commencement of Landlord's construction of the Landlord Improvements only, County has the option to cancel this Agreement, or any of its terms within one hundred eighty (180) days of its notifying Landlord of the cancellation, reduction, or modification of available funding.

3. Rent.

3.1. Subject to the provisions of this Paragraph 3.1, Tenant agrees to pay during the Term as Base Rent for the Premises the sums specified in the Basic Lease Information ("**Base Rent**"). Landlord and Tenant acknowledge and agree that the calculation of Base Rent is not tied to the rentable square feet and is not subject to adjustment should the actual size be determined to be different. Tenant is not relying on any representation as to the size of the Premises made by Landlord, and the rentable square feet of the Premises is not material to Tenant's decision to lease the Premises.

3.2. On the third anniversary of the Lease Commencement Date, and every year thereafter, Base Rent shall be increased in accordance with the sums and rates specified in the Basic Lease Information. Tenant shall pay this amount, together with the monthly rent next becoming due under this Lease, and shall thereafter pay the monthly rent due under this Lease at this increased rate, which shall constitute Base Rent. Landlord's failure to demand the adjusted Base Rent shall not be considered a waiver of Landlord's rights to adjust the monthly Base Rent due, nor shall it affect Tenant's obligations to pay the increased Base Rent.

3.3. Except as expressly provided to the contrary herein, Base Rent shall be payable in equal consecutive monthly installments, in advance, without demand, deduction or offset, commencing on the Term Commencement Date and continuing on the first day of each calendar month thereafter. However, the first full monthly installment of Base Rent shall be payable upon Tenant's execution of this Lease. If the Term Commencement Date is a day other than the first day of a calendar month, then the Rent for the Partial Lease Month (the "**Partial Lease Month Rent**") shall be prorated based on a month of 30 days. The Partial Lease Month Rent shall be payable by Tenant on the first day of the calendar month next succeeding the Term Commencement Date. Base Rent, all forms of additional rent payable hereunder by Tenant and all other amounts, fees, payments or charges payable hereunder by Tenant (collectively, "**Additional Rent**") shall (i) each constitute rent payable hereunder (and shall sometimes collectively be referred to herein as "**Rent**"), (ii) be payable to Landlord in lawful money of the United States when due without any prior demand therefor, except as may be expressly provided to the contrary herein, and (iii) be payable to Landlord at Landlord's address set forth in the Basic Lease Information or to such other person or to such other place as Landlord may from time to time designate in writing to Tenant. Any Rent or other amounts payable to Landlord by Tenant hereunder for any fractional month shall be prorated based on a month of 30 days.

4. **Delinquent Payment; Handling Charges.** In the event Tenant is more than ten (10) days late in paying any amount of Rent or any other payment due under this Lease, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the delinquent amount, or \$250.00, whichever amount is greater. In addition, any amount due from Tenant to Landlord hereunder which is not paid within ten (10) days of the date due shall bear interest at an annual rate (the "**Default Rate**") equal to ten percent (10%) from the date the payment was due. Landlord and Tenant agree that this late charge represents a reasonable estimate of the costs and expenses Landlord will incur and is fair compensation to Landlord for its loss suffered by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. All bank service charges resulting from any bad checks shall be borne by Tenant. The minimum charge for each occurrence of insufficient funds shall be an amount equal to Fifty and 00/100 Dollars (\$50.00).

5. **Security Deposit.** Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord the amount of Security Deposit (the "**Security Deposit**") specified in the Basic Lease Information, which shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon a default by Tenant or an Event of Default (defined below). If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit (a) for the payment of any Rent or any other sum in default, (b) for the payment of any other amount which Landlord may spend or become obligated to spend by reason of such default by Tenant, and (c) to compensate Landlord for any other loss or damage which Landlord may suffer by reason of such default by Tenant. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) days after demand therefor by Landlord, deposit with Landlord cash in an amount sufficient to restore the Security Deposit to the amount required to be maintained by Tenant hereunder. Following expiration or the sooner termination of this Lease Landlord shall return to Tenant any remaining portion of the Security Deposit within sixty

(60) days after the Landlord receives possession of the Premises. The Security Deposit may be commingled by Landlord with Landlord's other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises, then Landlord may assign the Security Deposit to the transferee and thereafter Landlord shall have no further liability or obligation for the return of the Security Deposit.

6. Utility Services, Taxes and Operating Costs.

6.1. Landlord and Tenant acknowledge and agree that the Landlord Improvements shall include a heating, ventilation, and air cooling system ("HVAC") sufficient to provide commercially reasonable heating and air conditioning services in the interior of the Premises. At all times during the Term, (a) Tenant shall be responsible for day-to-day, routine maintenance of the HVAC and (b) Landlord shall be responsible for major repairs and replacements of the HVAC, subject to reimbursement by Tenant of (i) any damage caused by, or repairs and replacements required due to the acts of, Tenant or the Tenant Parties (including without limitation Tenant's failure to adequately perform routine maintenance as required in Paragraph 6.1(a), and (ii) the amortized portion of any costs incurred by Landlord pursuant to this Section 6.1(b) (amortized over the useful life of the HVAC), which costs shall be billed annually by Landlord. Notwithstanding the foregoing, Landlord shall have no responsibility for maintenance of the HVAC unless Tenant obtains and delivers proof thereof to Landlord, at Tenant's sole cost and expense, a contract for routine, annual maintenance of the HVAC as reasonably approved by Landlord if Tenant utilizes a third party contractor for such work. If Tenant performs such work in-house, Tenant shall maintain records of such annual maintenance and make same reasonably available to Landlord upon Landlord's request.

6.2. Tenant shall contract for and pay directly when due for all water, gas, light, power, telephone, sewer, sprinkler charges, cleaning, waste disposal, and other utilities and services (the "Services") Tenant chooses to use on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Following delivery of the Premises and completion of the Landlord Improvements, in no case shall the unavailability of any Service (or any diminution in the quality or quantity thereof) or any interference in Tenant's business operations within the Premises due to the unavailability of any Service render Landlord liable to Tenant or any person using or occupying the Premises under or through Tenant (including, without limitation, any contractor, employee, agent, invitee or visitor of Tenant) (each, a "Tenant Party") for any damages of any nature whatsoever caused thereby, constitute a constructive eviction of Tenant, constitute a breach of any implied warranty by Landlord, or entitle Tenant to any abatement of Tenant's rental obligations hereunder, unless due to the gross negligence or intentional misconduct by Landlord or its agents. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to an interruption, failure or inability to provide any services.

6.3. Landlord shall pay all real property taxes applicable to the Premises ("Real Property Taxes"). Tenant shall cooperate with Landlord at Landlord's reasonable expense to obtain any and all available property tax credits, deductions, reductions or other incentives, including without limitation, applying at Landlord's request, for any tax reductions based on Tenant's status as a public or quasi-public entity. Tenant has made no representations regarding the availability of any such tax reductions or any other special treatment of this Lease or any benefits to Landlord based on Tenant's status as a public entity.

6.4. Tenant shall pay prior to delinquency all taxes assessed against and levied upon all personal property of Tenant contained in the Premises or elsewhere. When possible, Tenant shall cause its trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.

6.5. In addition to all other amounts set forth herein, Tenant shall pay to Landlord, as additional rent within thirty (30) days following demand from Landlord, all Operating Costs in any calendar year or portion thereof during the Term. The term "Operating Costs" shall mean all costs and expenses actually incurred by Landlord in connection with the Premises, other than with respect to the Landlord Improvements, Real Property Taxes, Landlord's Insurance, voluntary capital expenditures incurred by Landlord not required for the maintenance or preservation of the Premises, and Landlord's maintenance obligations pursuant to Paragraph 7.2 below.

7. Improvements, Alterations, Repairs and Maintenance, Entry.

7.1. Improvements; Alterations. Except as expressly set forth in Exhibit D, any alterations, additions, deletions, modifications or utility installations in, of or to the improvements at the Premises (collectively, "Alterations") shall be installed at Tenant's expense and only in accordance with detailed plans and specifications, construction methods, and all appropriate permits and licenses, all of which have been previously submitted to and approved in writing by Landlord, and by a professionally qualified and licensed contractor and subcontractors reasonably approved by Landlord. Except as expressly set forth herein, no Alterations in or to the Premises may be made without (a) Landlord's prior written consent and (b) compliance with such requirements and construction regulations concerning such Alterations as Landlord may impose from time to time. Landlord will not be deemed to unreasonably withhold its consent to any Alteration that violates Regulations (hereinafter

defined), may affect or be incompatible with the building's structure or its HVAC, plumbing, life-safety, electrical, mechanical or other basic systems, or the appearance of the Premises. All Alterations made in or upon the Premises shall at Landlord's option, either be removed by Tenant at Tenant's sole expense prior to the end of the Term (and Tenant shall restore the portion of the Premises affected to its condition existing immediately prior to such Alteration), or shall remain on the Premises at the end of the Term. All Alterations shall be constructed, maintained, insured and used by Tenant, at its risk and expense, in a first-class, good and workmanlike manner, and in accordance with all Regulations (hereinafter defined). At least ten (10) days before beginning construction of any Alteration, Tenant shall give Landlord written notice of the expected commencement date of that construction to permit Landlord to post and record a notice of non-responsibility. Upon substantial completion of construction, if the law so provides, Tenant shall promptly cause a notice of completion to be recorded in the office of the recorder of the county in which the Premises is located. Notwithstanding anything to the contrary, Tenant shall be permitted to complete, without Landlord's prior written consent, cosmetic or non-structural Alterations with a value less than \$5,000 that Tenant determines are reasonably necessary for Tenant's use and enjoyment of the Premises.

7.2. Repairs and Maintenance. During the Term, and except for any damage caused by, or repairs and replacements required due to the acts of, Tenant or the Tenant Parties, (a) Landlord shall maintain (including repairs and replacements as necessary), the roof, foundation, plumbing, pipes, and structural portions of the Premises in good working order and condition, and (b) Tenant shall maintain all other aspects of the Premises in a first class, clean, safe and good working order and condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Tenant's obligations hereunder shall include, but not be limited to, Tenant's trade fixtures and equipment, ceilings, interior walls, entrances, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass, light fixtures and bulbs, keys and locks, fire extinguishers, and equipment which serves the Premises, whether located within or outside the Premises. All replacements shall be of a quality equal to or exceeding that of the original. Tenant shall also at Landlord's option perform or reimburse Landlord for any repairs, maintenance and replacements to areas outside the Premises caused as a result of moving any furniture, fixtures, or other property to or from the Premises, or otherwise caused by Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors. Any repairs or other work by Tenant hereunder shall be performed in accordance with all the terms and requirements of this Lease.

7.3. Landlord Right to Repair. Landlord may, but is not required to, make any repairs which Tenant is obligated to make pursuant to the terms of this Lease, upon which Tenant shall pay the cost of such repairs, to Landlord, as Additional Rent, promptly upon receipt of a bill from Landlord for same. If said bill is valid but not paid in full within 60 days Tenant shall be liable to pay interest for the outstanding cost at the rate of ten percent (10%) per annum.

7.4. Landlord Entry. Landlord reserves the right, personally or by its duly authorized agents, subject to applicable Regulations, to enter upon the Premises at all reasonable times during Tenant's business hours, and without unreasonably interfering with Tenant's use or enjoyment of the Premises, for the purpose of: (a) inspecting the condition of the Premises; (b) showing the Premises to prospective purchasers or encumbrancers, or in the last twelve (12) months of the term, to tenants; (c) making repairs which Landlord is obligated or deems it necessary to make or otherwise exercising Landlord's rights hereunder; and (d) at any time in the event of emergency. Except to the extent of Landlord's gross negligence or willful misconduct, Tenant hereby waives any claim for damages for any injury or any inconvenience to or interference with Tenant's business and any loss of occupancy.

7.5. Mechanic's Liens. Tenant shall not cause, suffer or permit any mechanic's or materialman's lien, claim, or stop notice to be filed or asserted against the Premises or any funds of Landlord for any work performed, materials furnished, or obligation incurred by or at the request of Tenant or any Tenant Party. If any such lien, claim or notice is filed or asserted, then Tenant shall, within thirty (30) days after Landlord has delivered notice of the same to Tenant, either (a) pay and satisfy in full the amount of (and eliminate of record) the lien, claim or notice or (b) diligently contest the same and deliver to Landlord a bond or other security therefor in substance and amount (and issued by an issuer) satisfactory to Landlord.

8. Use.

8.1. Permitted Use. Tenant shall continuously occupy and use the Premises only for the Permitted Use stated in the Basic Lease Information (the "**Permitted Use**") and shall not create or permit any nuisance or unreasonable interference with or disturbance of any other tenants of Landlord, or create any parking density with respect to Tenant or any Tenant Party at the Premises greater than that specified in the Basic Lease Information. Tenant shall at its sole cost and expense comply with all existing or future applicable municipal, state and federal and other governmental statutes, rules, requirements, regulations, laws and ordinances, including zoning ordinances and regulations, and covenants, easements and restrictions of record governing and relating to the use, occupancy or possession of the Premises, or to the use, storage, generation or disposal of Hazardous Materials (hereinafter defined) (collectively "**Regulations**"). Should any Regulation now or hereafter be imposed on Tenant or Landlord by any governmental body relating to the use or occupancy of the Premises by Tenant or any Tenant Party or concerning occupational, health or safety standards for employers, employees, or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such Regulations.

8.2. **Hazardous Materials.**

8.2.1. General Restrictions. Tenant shall conduct its business and shall cause each Tenant Party to act in such a manner as to (a) not release or permit the release of any Hazardous Material in, under, on or about the Premises in violation of applicable Regulations, or (b) not use, store, generate, treat, discharge, disperse, handle, manufacture, transport or dispose of (collectively, "**Handle**") any Hazardous Materials (other than incidental amounts of customary cleaning and office supplies) in or about the Premises in violation of applicable Regulations, without the prior written consent of Landlord, which consent Landlord may withhold in its reasonable discretion ("**Hazardous Materials Consent Requirements**"). "**Hazardous Material**" means any hazardous, explosive, radioactive or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or agency, including, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any Regulation, (ii) petroleum or petroleum derivative, (iii) a flammable explosive, (iv) a radioactive material or waste, (v) a polychlorinated biphenyl, (vi) asbestos or asbestos containing material, (vii) infectious waste or mold, or (viii) a carcinogen.

8.2.2. Required Disclosures. Within fifteen days of a written request by Landlord (each such date is hereinafter referred to as a "**Disclosure Date**"), Tenant shall disclose to Landlord in writing the names and amounts of all Hazardous Materials, or any combination thereof, which were Handled on, in, under or about the Premises for the twelve (12) month period prior to such Disclosure Date, or which Tenant intends to Handle on, under or about the Premises during the twelve (12) month period following the Disclosure Date.

8.2.3. Additional Obligations. If any Hazardous Materials shall be released into the environment comprising or surrounding the Premises in connection with the acts, omissions or operations of Tenant or any Tenant Party, Tenant shall at its sole expense promptly prepare a remediation plan therefor consistent with applicable Regulations and recommended industry practices (and approved by Landlord and all governmental agencies having jurisdiction) to fully remediate such release, and thereafter shall prosecute the remediation plan so approved to completion with all reasonable diligence and to the satisfaction of Landlord and applicable governmental agencies. If any Hazardous Materials are Handled in, under, on or about the Premises during the Term, or if Landlord determines in good faith that any release of any Hazardous Material or violation of Hazardous Materials Regulations may have occurred in, on, under or about the Premises during the Term, Landlord may require Tenant to, at Tenant's sole expense, (i) retain a qualified environmental consultant reasonably satisfactory to Landlord to conduct a reasonable investigation (an "**Environmental Assessment**") of a nature and scope reasonably approved in writing in advance by Landlord with respect to the existence of any Hazardous Materials in, on, under or about the Premises and providing a review of all Hazardous Materials activities of Tenant and the Tenant Parties, and (ii) provide to Landlord a reasonably detailed, written report, prepared in accordance with the institutional real estate standards, of the Environmental Assessment.

8.3. Equipment. Tenant shall install in the Premises only such equipment as is customary for Tenant's Permitted Use and shall not overload the floors or electrical circuits of the Premises or alter the plumbing or wiring of the Premises. All telecommunications equipment, conduit, cables and wiring, additional dedicated circuits and any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense and, upon expiration or termination of the Lease at Landlord's written request shall be removed by Tenant at Tenant's sole cost and expense. Tenant shall have no right to install any equipment on or through the roof of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld.

8.4. Encumbrances. Prior to the Term Commencement Date, Landlord shall deliver to Tenant a copy of Landlord's most recent preliminary title report or title insurance policy, showing all encumbrances and exceptions thereto ("**Encumbrances**") together with copies of such referenced documents to the extent available to Landlord. Tenant acknowledges and agrees that Tenant's use and occupancy of the Premises pursuant to this Lease shall at all times be subject to

any such Encumbrances and all future Encumbrances; provided, however, that Landlord shall not voluntarily enter into any Encumbrances which will unreasonably interfere with Tenant's use of the Premises for the Permitted Use. Tenant acknowledges and agrees that Tenant shall at all times comply with them, including without limitation any and all requirements with respect to use, maintenance, alteration, restoration and assessments. Tenant shall indemnify, defend, and hold Landlord harmless from any and all violations of any Encumbrances by Tenant or the Tenant Parties.

9. Assignment and Subletting.

9.1. Transfers; Consent. Tenant shall not, without the prior written consent of Landlord, (a) assign, transfer, mortgage, hypothecate, or encumber this Lease or any estate or interest herein, whether directly, indirectly or by operation of law, (b) sublet any portion of the Premises, or (c) grant any license, concession, or other right of occupancy of or with respect to any portion of the Premises, or to permit the use of the Premises by any party other than Tenant or a Tenant Party (each of the events listed in this Paragraph 9.1 being referred to herein as a "**Transfer**"). If Tenant requests Landlord's consent to any Transfer, then at least twenty (20) business days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and additional information as Landlord may reasonably request. Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided that the parties agree that it shall be reasonable for Landlord to withhold any such consent if, without limitation, Landlord determines in good faith that (A) the proposed transferee is not of a reasonable financial standing or is not creditworthy, (B) the proposed Transfer would result in a breach of any obligation of Landlord, or (C) there is then in effect, or has occurred at any time, an uncured Event of Default. Any Transfer made without Landlord's consent shall be void and, at Landlord's election, shall constitute an Event of Default by Tenant. Tenant shall also, within ten (10) days of written demand therefor, pay to Landlord \$1,500 as a review fee for each Transfer request, and reimburse Landlord for its reasonable attorneys' fees and all other costs incurred in connection with considering any request for consent to a proposed Transfer. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord an agreement in the form approved by Landlord whereby the proposed transferee expressly assumes the Tenant's obligations hereunder. Landlord's consent to a Transfer shall not release Tenant from any obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable for all obligations under this Lease allocable to the space subject to such Transfer. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. In the event of any claim by Tenant that Landlord has breached its obligations under this Paragraph 9.1, Tenant's remedies shall be limited to recovery of its out-of-pocket damages and injunctive relief.

9.2. Transfer Profits. In the event of a Transfer pursuant to this Paragraph 9, Tenant shall pay to Landlord, immediately upon receipt thereof, the excess ("**Transfer Profits**") of all compensation and other consideration paid to or for the benefit of Tenant (or any affiliate thereof) for the Transfer in excess of Base Rent and Additional Rent payable by Tenant hereunder during the remainder of the Term (after straight-line amortization of any reasonable brokerage commissions paid by Tenant in connection with the Transfer over the term of the Transfer).

10. Insurance, Waivers, Subrogation and Indemnity.

10.1. Insurance. Landlord and Tenant shall maintain throughout the Term the insurance policies described on Exhibit A attached hereto and shall otherwise comply with the obligations and requirements provided on Exhibit A, as may be reasonably modified from time to time by Landlord's insurance consultants and brokers. At all times during the Term and any extensions or renewals, Tenant shall also cause Tenant's agents, contractors, or subcontractors to keep and maintain workers' compensation insurance and other forms of insurance as may from time to time be required by Regulations or may otherwise be necessary to protect Landlord and the Premises from claims of any person who may at any time work on the Premises, whether as a servant, agent, or employee of Tenant or otherwise. Landlord makes no representation that the insurance requirements provided herein are adequate.

10.2. Waiver of Subrogation. Landlord and Tenant each waives any claim, loss or cost it might have against the other for any injury to or death of any person or persons, or damage to or theft, destruction, loss, or loss of use of any property (a "**Loss**"), to the extent the same is insured against (or is required to be insured against under the terms hereof) under any "all risk" property damage insurance policy covering the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, regardless of whether the negligence of the other party caused such Loss.

10.3. Indemnity. Subject to Paragraph 10.2, Tenant shall indemnify, defend and hold Landlord and each of its directors, shareholders, partners, lenders, members, managers, contractors, property managers, affiliates and employees (collectively, "**Landlord Indemnitees**") from and against all claims, demands, proceedings, losses, obligations, liabilities, causes of action, suits, judgments, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from or asserted in connection with the use or occupancy of the Premises by Tenant or any Tenant Party, including, without limitation, by reason of any release (or any Handling) of any Hazardous Materials by Tenant or any Tenant Party in, under, on, or about the Premises, or any negligence or misconduct of Tenant or of any Tenant Party in or about

the Premises, or Tenant's breach of any of its covenants under this Lease, except in each case to the extent arising from the gross negligence or willful misconduct of Landlord or any Landlord Indemnitee. Except to the extent expressly provided in this Lease, Tenant hereby waives all claims against and releases Landlord and each Landlord Indemnitee for any injury to or death of persons, damage to property or business loss in any manner related to (i) Tenant's use and occupancy of the Premises, (ii) acts of God, (iii) acts of third parties, or (iv) any matter outside of the reasonable control of Landlord. This Paragraph 10.3 shall survive termination or expiration of this Lease.

11. Subordination; Attornment.

11.1. Subordination. This Lease is subject and subordinate to all present and future ground or master leases of the Premises and to the lien of all mortgages or deeds of trust (collectively, "**Security Instruments**") now or hereafter encumbering the Premises, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of any such Security Instruments, unless the holders of any such mortgages or deeds of trust, or the lessors under such ground or master leases (such holders and lessors are sometimes collectively referred to herein as "**Holders**") require in writing that this Lease be superior thereto. Notwithstanding any provision of this Paragraph 11 to the contrary, any Holder of any Security Instrument may at any time subordinate the lien of its Security Instrument to this Lease without obtaining Tenant's consent by giving Tenant written notice of such subordination, in which event this Lease shall be deemed to be senior to the Security Instrument in question. Tenant shall, within fifteen (15) days of request to do so by Landlord, execute, acknowledge and deliver to Landlord such further reasonable instruments or assurances as Landlord may deem necessary or appropriate to evidence or confirm the subordination or superiority of this Lease to any such Security Instrument. Tenant hereby irrevocably authorizes Landlord to execute and deliver in the name of Tenant any such instrument or instruments if Tenant fails to do so within said fifteen (15) day period.

11.2. Attornment. Tenant covenants and agrees that in the event that any proceedings are brought for the foreclosure of any mortgage or deed of trust, or if any ground or master lease is terminated, it shall attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or master lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as "Landlord" under this Lease. If requested, Tenant shall enter into a new lease with that successor on the same terms and conditions as are contained in this Lease (for the unexpired portion of the Term then remaining).

12. Rules and Regulations. Tenant shall comply, and shall cause each Tenant Party to comply, with the Rules and Regulations which are attached hereto as **Exhibit B**, and all such nondiscriminatory modifications, additions, deletions and amendments thereto as Landlord shall reasonably adopt in good faith from time to time. In the event of any conflict between the terms of this Lease and the terms of any Rules and Regulations, the terms of this Lease shall control.

13. Condemnation. If the entire Premises are taken by right of eminent domain or conveyed by Landlord in lieu thereof (a "**Taking**"), this Lease shall terminate as of the date of the Taking. If any part of the Premises becomes subject to a Taking and such Taking will prevent Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If any material portion, but less than all, of the Premises becomes subject to a Taking, then Base Rent thereafter payable hereunder shall be equitably abated for the duration of the Taking in proportion to that portion of the Premises rendered untenable by such Taking. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the land on which the Premises is situated, the Premises, and other improvements taken, and Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemnor for the value of Tenant's personal property and loss of goodwill which Tenant is entitled to remove under this Lease and moving and relocation costs. Landlord and Tenant agree that the provisions of this Paragraph 13 and the remaining provisions of this Lease shall exclusively govern the rights and obligations of the parties with respect to any Taking of any portion of the Premises or the land on which the Premises is located. This Lease sets forth the terms and conditions upon which this Lease may terminate in the event of a taking. Accordingly, the parties waive the provisions of the California Code of Civil Procedure Section 1265.130 and any successor or similar statutes permitting the parties to terminate this Lease as a result of a taking.

14. Fire or Other Casualty.

14.1. Tenant Obligation to Repair/Rebuild. If all or any portion of the Premises is damaged by fire or other casualty (a "**Casualty**"), Tenant shall, within a reasonable time after the Casualty, repair the damage to the Premises resulting from such Casualty and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as existed immediately before such Casualty, except for modifications required by Regulations, and modifications to the Premises reasonably deemed desirable by Landlord. Landlord shall assign to Tenant any insurance proceeds received by Landlord in connection with such Casualty, which Landlord agrees to use commercial reasonable efforts to obtain. Landlord shall have no

liability for any inconvenience or annoyance to Tenant or injury to Tenant's business as a result of any Casualty, regardless of the cause therefor.

14.2. Statutory Waiver. Landlord and Tenant agree that the provisions of this Paragraph 14 and the remaining provisions of this Lease shall exclusively govern the rights and obligations of the parties with respect to any and all damage to, or destruction of, all or any portion of the Premises by Casualty, and Landlord and Tenant hereby waive and release each and all of their respective common law and statutory rights inconsistent herewith, whether now or hereinafter in effect, including without limitation the provisions of California Civil Code Section 1932, Subsection 2, and Section 1933, Subsection 4 (and any successor statutes thereof permitting the parties to terminate this Lease as a result of any damage or destruction).

15. Parking. Tenant shall have the right to the nonexclusive use of the parking facilities serving the Premises, if any, for the parking of motor vehicles used by Tenant and Tenant Parties only; such rights are not transferable without Landlord's approval, which may be withheld in its sole discretion. The use of such parking facilities shall be subject to such rules and regulations as are adopted by Landlord from time to time for the use of such facilities.

16. Default. Any of the following shall constitute an "Event of Default" by Tenant under this Lease (time of performance being of the essence of this Lease): (a) any failure by Tenant to pay any installment of Base Rent, Additional Rent or to make any other payment required to be made by Tenant hereunder when due, where such failure continues for five (5) days after delivery of written notice of such failure by Landlord to Tenant; (b) the abandonment or vacation of the Premises by Tenant; (c) any failure by Tenant to execute and deliver any estoppel certificate or other document or instrument requested by Landlord, where such failure continues for five (5) days after delivery of written notice of such failure by Landlord to Tenant; (d) any failure by Tenant to fully perform any other obligation of Tenant under this Lease, where such failure continues for fifteen (15) days (except where a shorter period of time is specified in this Lease, in which case such shorter time period shall apply) after delivery of written notice of such failure by Landlord to Tenant; (e) the voluntary or involuntary filing of a petition by or against Tenant (i) in any bankruptcy or other insolvency proceedings (ii) seeking any relief under any state or federal debtor relief law, (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease, or (iv) for the reorganization or modification of Tenant's capital structure (provided, however, that if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within sixty (60) days after the filing thereof); or (f) any release of any Hazardous Material in violation of Regulations by reason of the acts or omissions of Tenant or any Tenant Party, or any violation of the Hazardous Material Consent Requirements; or (g) any other event, act or omission which any other provision of this Lease identifies as an Event of Default.

17. Remedies for Default. Upon occurrence of an Event of Default as described in Paragraph 16, Landlord shall have the right to the following remedies, which are intended to be cumulative and in addition to any other remedies provided under any Regulation or under this Lease:

17.1. Landlord may at its option terminate this Lease, without prejudice to its right to damages for Tenant's breach. With or without termination, Landlord may retake possession of the Premises and may use or relet the Premises without accepting a surrender or waiving the right to damages. Following such retaking of possession, efforts by Landlord to relet the Premises shall be sufficient if Landlord follows its usual procedures for finding tenants for the space at rates not less than the current rates for the Premises.

17.2. Landlord may recover from Tenant: (a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (b) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus (d) any other amount necessary to compensate Landlord for all the detriment caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to: unamortized Tenant Improvement costs; attorneys' fees; brokers' commissions; the costs of refurbishment, alterations, renovation and repair of the Premises; and removal (including the repair of any damage caused by such removal) and storage (or disposal) of Tenant's personal property, equipment, fixtures, Tenant Changes, Tenant Improvements and any other items which Tenant is required under this Lease to remove but does not remove. As used in this Paragraph 17.2(a) and (b), the "worth at the time of award" is computed by allowing interest at the maximum rate permitted by applicable law. As used in this Paragraph 17.2(c), the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

17.3. Subject to Landlord's duty to mitigate its damages, Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect

to terminate this Lease on account of any event of default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

17.4. If an Event of Default at any time remains uncured, Landlord may, but shall not be obligated to, make any payment or perform any obligation that Tenant has failed to perform when required under this Lease. All of Landlord's expenditures incurred to correct the failure to perform under this paragraph shall be reimbursed by Tenant upon demand with interest from the date of expenditure at the rate of ten percent (10%) per annum. Landlord's right to correct Tenant's failure to perform is for the sole protection of Landlord and the existence of this right shall not release Tenant from the obligation to perform all the covenants herein required to be performed by Tenant, or deprive Landlord of any other right Landlord may have by reason of default of this Lease by Tenant, whether or not Landlord exercises its right under this Paragraph.

17.5. Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Paragraphs 17 above, or any law or other provision of this Lease), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive, or other equitable relief and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

17.6. Tenant hereby waives for Tenant and for all those claiming under Tenant all rights now and hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

17.7. Following the occurrence of three (3) instances of payment of Rent more than ten (10) days late, the late charge set forth in Paragraph 4 shall apply from the date payment was due.

18. **Surrender.** No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord all keys (including any electronic access devices and the like) to the Premises, and Tenant shall deliver to Landlord the Premises in substantially the same condition as originally received, ordinary wear and tear excepted, provided that ordinary wear and tear shall not include repair and clean up items. By way of example, but without limitation, repair and clean up items shall include cleaning of all interior walls and floors, replacement of damaged or missing ceiling or floor tiles, window coverings or cover plates, removal of any Tenant-introduced markings, repair of all holes and gaps and repainting required thereby, the removal of any storage tanks installed by Tenant or any Tenant Party, the removal and full remediation of any soil, material or ground water contamination by Tenant or any Tenant Party in accordance with all Regulations and all requirements hereunder, as well as the removal requirements below. In addition, prior to the expiration of the Term or any sooner termination thereof, (a) Tenant shall remove from the Premises all unattached trade fixtures, furniture, equipment and personal property located in the Premises, including, without limitation, phone equipment, wiring, cabling and all garbage, waste and debris, and (b) Tenant shall repair all damage to the Premises caused by any such removal including, without limitation, full restoration of all holes and gaps resulting from any such removal and repainting required thereby. All personal property and fixtures of Tenant not so removed shall, to the extent permitted under applicable Regulations, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items.

19. **Holding Over.** If Tenant holds over after the expiration or earlier termination of the Term hereof, with or without the express or implied consent of Landlord, Tenant shall become and be only a tenant at sufferance. After the expiration or termination of the Term, and upon sixty (60) days written notice from Landlord to the Tenant, the daily rent shall equal one-thirtieth of one hundred and fifty percent (150%) of the monthly installment of Base Rent (and estimated Additional Rent payable under Paragraph 3) payable by Tenant immediately prior to such expiration or termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable, as reasonably determined by Landlord. Neither any provision hereof nor any acceptance by Landlord of any Rent after any such expiration or earlier termination (including, without limitation, through any "lockbox") shall be deemed a consent to any holdover hereunder or result in a renewal of this Lease or an extension of the Term, or any waiver of any of Landlord's rights or remedies with respect to such holdover. Notwithstanding any provision to the contrary contained herein, (i) Landlord expressly reserves the right to require Tenant to surrender possession of the Premises upon the expiration of the Term or upon the earlier termination hereof or at any time during any holdover, and the right to assert any remedy at law or in equity to evict Tenant and collect damages in connection with any such holdover, and (ii) Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, obligations, penalties, costs and expenses, including, without limitation, all lost profits and other consequential damages, attorneys' fees, consultants' fees and court costs incurred or suffered by or asserted against Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

20. **Signs.** Any signage for Tenant's Premises shall be installed only with Landlord's prior written approval, which shall not be unreasonably withheld. Tenant's signage shall comply with all codes, ordinances, rules, Regulations and Encumbrances.

All signage shall be maintained as provided in this Lease. Tenant shall pay all costs of permitting and maintenance of said signage during the Term and Tenant shall remove the signage at Tenant's sole cost upon the expiration or termination of the Lease.

21. Miscellaneous.

21.1. Landlord Transfers. Subject to compliance with the following requirements, Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Premises, and in such event and upon such Transfer, the transferor Landlord will be entirely relieved of all covenants and obligations which arise from and after the date the transferee executes and delivers a written agreement in writing form reasonably acceptable to Tenant all of Landlord's obligations hereunder arising from and after the date of such assumption. Notwithstanding anything to the contrary set forth herein, Landlord may not assign its rights and obligations under this Lease at any time prior to the Commencement Date of this Agreement, except for transfers to Landlord's affiliates and related parties. Each assignee or transferee shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of sections 5950-5955 of the California Government Code, which prohibit the offer or sale of any security constituting a fractional interest in this Lease of any portion thereof, without the prior written consent of Tenant. Violation by Landlord of the provisions of Section 5951 of the California Government Code shall constitute a material breach of this Lease, upon which Tenant may terminate the Agreement with thirty (30) days written notice.

21.2. Estoppel Certificates; Financial Statements. At any time and from time to time during the Term, a party shall, without charge, execute, acknowledge and deliver to the other party within twenty (20) days after the other party's request therefor, an estoppel certificate in recordable form containing such factual certifications and other provisions as are found in the estoppel certificate forms requested by institutional lenders and purchasers. Each party agrees in any case that (a) the foregoing certificate may be relied on by anyone holding or proposing to acquire any interest in the Premises from or through the requesting party or by any mortgagee or lessor or prospective mortgagee or lessor of the Premises or of any interest therein and (b) the form of estoppel certificate shall be in a commercially reasonable form. At the request of Landlord from time to time, Tenant shall provide to Landlord within ten (10) days of Landlord's request therefor Tenant's most recent audited financial statements.

21.3. Landlord Default. In no event shall Landlord be deemed to be in breach or default of this Lease unless Landlord fails to timely perform an obligation required to be performed by Landlord following thirty (30) days' written notice from Tenant; provided, however, that if the obligation of Landlord is such that it cannot be reasonably performed within such 30-day period, Landlord shall not be deemed to be in breach or default of this Lease so long as Landlord commences performance within such 30-day period and diligently pursues performance through completion. Tenant waives any right under any Regulation to perform any obligation of Landlord on Landlord's behalf except as expressly set forth herein.

21.4. Limitation of Liability. Tenant agrees that, in the event of default or breach by Landlord under this Lease or arising in connection with this Lease or with the operation, management, leasing, repair, renovation, or alteration of the Premises by Landlord or any other matter relating to the Premises or this Lease, Tenant's remedies shall be limited solely and exclusively to the recovery of damages in an amount equal to the equity interest in the Premises of the then current Landlord, plus any sales or insurance proceeds received by Landlord or any of Landlord's partners, members, shareholders, officers, directors, employees, investment advisors, manager or managers or any successor in interest of any of them (collectively, "**Landlord Parties**") in connection with the Premises or this Lease.

21.5. Waiver. Neither Landlord, nor any of the Landlord Parties shall have any personal liability under or in connection with this Lease or the Premises, and Tenant hereby expressly waives and releases such personal liability on behalf of itself, its successors and assigns and all persons claiming by, through or under Tenant. The limitations of liability contained in Paragraph 21.3 and this Paragraph 21.4 shall inure to the benefit of the present and each future Landlord and Landlord Parties. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), future member in Landlord (if Landlord is a limited liability company) or trustee or beneficiary (if Landlord or any partner or member of Landlord is a trust), have any liability for the performance of the obligations of Landlord under this Lease. Notwithstanding any contrary provision contained in this Lease, neither Landlord nor any of the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with the business or activities of Tenant, including but not limited to, loss of business or profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

21.6. Notices. Notices, requests, consents or other communications desired or required to be given by or on behalf of Landlord or Tenant under this Lease shall be effective only if given in writing and sent by (a) registered or certified United States mail, postage prepaid, (b) nationally recognized express mail courier that provides written evidence of delivery, fees prepaid; and addressed as set forth in the Basic Lease Information, or at such other address as may be specified from time to time, in writing, or (c) via regular United States mail combined with email service. Any such notice, request, consent, or other

communication shall only be deemed given (i) if sent by registered or certified United States mail, on the day it is officially delivered to or refused by the intended recipient, (ii) if sent by nationally recognized express mail courier, on the date it is officially recorded by such courier, (iii) if delivered personally, upon delivery or, if refused by the intended recipient, upon attempted delivery, or (iv) if delivered via regular United States mail and email, five (5) days after the mailing date or the email delivery date, whichever is later.

21.7. Payment by Tenant; Non-Waiver. Landlord's acceptance of Rent (including, without limitation, through any "lockbox") following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such terms. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

21.8. [Intentionally omitted.]

21.9. Miscellaneous. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Tenant and the person or persons signing on behalf of Tenant represent and warrant that Tenant has full right and authority to enter into this Lease, and that all persons signing this Lease on its behalf are authorized to do so. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All exhibits and attachments attached hereto are incorporated herein by this reference. This Lease shall be governed by and construed in accordance with the laws of the State of California. In any action which Landlord or Tenant brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including without limitation, reasonable attorneys' fees and court costs. Tenant shall not record this Lease or any memorandum hereof. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR WITH RESPECT TO THIS LEASE. Submission of this Lease to Tenant does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlord and Tenant. This Lease may be executed in any number of counterparts, each of which shall be deemed an original. Time is of the essence as to the performance of each covenant hereunder in which time of performance is a factor. Whenever Landlord has the right to provide its approval or consent under this Lease, or Tenant requests Landlord's right or approval, except as expressly provided herein, Landlord's right or approval shall not be unreasonably withheld, conditioned, or delayed.

21.10. Third Party Contracts. If Tenant contracts with any third party in regards to this Lease or any renewals thereof, Tenant shall be responsible for any fees or surcharges incurred as a result thereof.

21.11. Representation; Preparation. THIS LEASE, ATTACHMENTS AND AMENDMENTS WERE PREPARED AT THE DIRECTION OF LANDLORD. TENANT HAS BEEN ADVISED AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT COUNSEL TO REVIEW THIS LEASE, ATTACHMENTS, AND AMENDMENTS. THE RULE OF CONSTRUCTION THAT A WRITTEN AGREEMENT IS CONSTRUED AGAINST THE PARTY PREPARING OR DRAFTING SUCH AGREEMENT SHALL SPECIFICALLY NOT BE APPLICABLE TO THE INTERPRETATION OR ENFORCEMENT OF THIS LEASE, ATTACHMENTS, AND AMENDMENTS. NO REPRESENTATION OR RECOMMENDATION IS MADE CONCERNING THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES ARISING FROM THIS LEASE.

22. Right of First Refusal. So long as no Event of Default then exists any time, Tenant may exercise a right of first refusal to purchase the Premises from Landlord on the terms and subject to the conditions set forth in this Paragraph 22.

22.1. In the event Landlord desires to sell or otherwise transfer the Premises, Landlord shall first offer the Premises for sale to Tenant by delivering to Tenant a notice of Landlord's intent to sell or exchange, together with the fully-executed third party transfer agreement and all relevant additional documents Tenant may reasonably request (collectively, "**Offer Transfer Notice**"). Tenant may, within fifteen (15) business days after actual receipt, agree to purchase the Premises or the part thereof on the same terms as those set forth in the Offer Transfer Notice. Tenant's rights under this Paragraph 22, and Tenant's additional rights under Paragraph 23, are independent of each other and none of those rights are affected by Tenant's failing to exercise any other of those rights.

22.2. The rights contained in this Paragraph 22 shall be personal to, and may be exercised only by, the originally named Tenant, and not any other assignee, sublessee, or other transferee of Tenant's interest in this Lease.

22.3. The requirements of this Paragraph 22 shall not apply to any transfer by Landlord to (i) a parent corporation or entity; (ii) any subsidiary corporation or entity of Landlord or Landlord's parent corporation or entity; (iii) an affiliated entity in which Landlord, or its subsidiaries or parent corporation or entity or owners or principals, owns at least twenty-five percent (25%) of the outstanding shares or ownership interests of the affiliated entity; (iv) any entity in connection with the merger or consolidation of Landlord; (v) any joint venture or partnership in which Landlord has a majority ownership interest in such joint venture or partnership; (vi) any family member of Landlord or any of its owners, principals, directors or officers; or (v) any transferee who acquires the Premises through foreclosure, deed-in-lieu of foreclosure, or similar procedures by any of Landlord's lenders or creditors unless such action is taken to circumvent the requirements of this Paragraph 22.

23. Right to Purchase the Premises. So long as no Event of Default exists any time, Tenant shall have a right to purchase the Premises from Landlord on the terms and subject to the conditions set forth in this Paragraph 23.

23.1. Tenant shall have the right to purchase the Premises from Landlord at expiration of the Term by delivering written notice to Landlord no later than six (6) months prior to expiration of the Term ("**Purchase Notice**"), together with a deposit equal to ten percent (10%) of the Purchase Price (as defined below). Such purchase shall be made in accordance with a commercially reasonable purchase and sale agreement, to be agreed upon by the parties within thirty (30) days following Tenant's delivery of the Purchase Notice. If Landlord and Tenant are unable to agree on the form of purchase and sale agreement within thirty (30) days, Tenant's right to purchase the Property pursuant to this Paragraph 23 shall be null and void.

23.2. The Purchase Price ("**Purchase Price**") shall be equal to the fair market value of the Premises. Within ten (10) days of Landlord's receipt of the Purchase Notice, Landlord shall deliver notice to Tenant setting forth the Purchase Price. Tenant may, at its option, object to the Purchase Price within fifteen (15) days following Landlord's delivery of notice to Tenant setting forth the Purchase Price. Tenant's failure to timely object to the Purchase Price shall be deemed to constitute Tenant's election to accept the Purchase Price. If Tenant timely objects to the Purchase Price, Landlord and Tenant shall attempt to agree upon the fair market value using good-faith efforts. If Landlord and Tenant fail to reach agreement within twenty (20) days following Tenant's objection to the Purchase Price, each party shall make a separate determination of the fair market value which shall be submitted to each other and to arbitration as follows:

23.2.1. Within ten (10) days following the 20-day negotiation period, Landlord and Tenant shall each appoint one arbitrator who shall by profession be a current real estate broker or appraiser of similar properties in the immediate vicinity in which the Premises is located, and who has been active in such field over the last ten (10) years. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted fair market value is the closest to the actual fair market value as determined by the arbitrators, taking into account the requirements this Paragraph. The two (2) arbitrators so appointed shall within five (5) days of the date of the appointment of the last appointed arbitrator agree upon and appoint a third (3rd) arbitrator who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two (2) arbitrators. The three (3) arbitrators shall within fifteen (15) days of the appointment of the third (3rd) arbitrator reach a decision as to what the actual fair market value for the Premises is and whether Landlord's or Tenant's submitted fair market value is the closest thereto, and shall notify Landlord and Tenant thereof. The decision of the majority of the three (3) arbitrators shall be binding upon Landlord and Tenant and the submitted fair market value which is determined to be the closest to the actual fair market value as determined by the arbitrators shall thereafter be used by the parties.

23.2.2. If either Landlord or Tenant fails to timely appoint an arbitrator, the arbitrator appointed by one of them shall reach a decision, notify Landlord and Tenant thereof, and such arbitrator's decision shall be binding upon Landlord and Tenant. If the two arbitrators fail to agree upon and appoint a third arbitrator, or both parties fail to appoint an arbitrator, then the appointment of the third arbitrator or any arbitrator shall be dismissed and the matter to be decided shall be forthwith submitted to arbitration under the provisions of the American Arbitration Association.

23.2.3. The cost of arbitration shall be paid by Landlord and Tenant equally.

EXHIBIT A

INSURANCE

Tenant's Insurance. Tenant shall, at Tenant's sole cost and expense, procure and keep in effect from the Effective Date and at all times until the end of the Term, the following insurance coverage:

1. **Property Insurance.** Insurance insuring all personal property and fixtures of Tenant and all improvements made by or for Tenant to the Premises on an "All Risk" or "Special Form" basis, for the full replacement value of such property.
2. **Liability Insurance.** Commercial General Liability insurance written on an ISO CG 00 0 1 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least \$2,000,000, and a minimum general aggregate limit of at least \$3,000,000, covering bodily injury and property damage liability occurring in or about the Premises or arising out of the use and occupancy of the Premises by Tenant or any Tenant Party. Such insurance shall include contractual liability coverage insuring Tenant's indemnity obligations under this Lease, and shall be endorsed to name Landlord, any Holder of a Security Instrument and any other party specified by Landlord as an additional insured with regard to liability arising out of the ownership, maintenance or use of the Premises. Tenant's liability insurance shall be primary with respect to all operations at the Premises.
3. **Worker's Compensation and Employer's Liability Insurance.** (a) Worker's Compensation Insurance as required by any Regulation, and (b) Employer's Liability Insurance in amounts not less than \$1,000,000 each accident for bodily injury by accident and for bodily injury by disease, and for each employee for bodily injury by disease.
4. **Alterations Requirements.** In the event Tenant shall desire to perform any Alterations, Tenant shall deliver to Landlord, prior to commencing such Alterations (i) insurance as Landlord shall require, and (iii) a lien and completion bond or other security in form and amount satisfactory to Landlord.
5. **General Insurance Requirements.** All Tenant's coverages described in this Exhibit A shall be endorsed to (i) provide Landlord with thirty (30) days' notice of cancellation or change in terms; (ii) waive all rights of subrogation by the insurance carrier against Landlord; and (iii) be primary and non-contributing with Landlord's insurance. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this Exhibit A is, in Landlord's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises or if Tenant's use of the Premises should change with or without Landlord's consent, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this Exhibit A. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated AVII or better in "Best's Insurance Guide" and authorized to do business in the State of California. Tenant shall deliver to Landlord on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expired policies, certified copies of Tenant's insurance policies, or a certificate evidencing the same issued by the insurer thereunder, and, if Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant under the Lease, procure the same for the account of Tenant, and the cost thereof (with interest thereon at the Default Rate) shall be paid to Landlord as Additional Rent.

Landlord's Insurance. Landlord shall, at Landlord's sole cost and expense, procure and keep in effect from the Effective Date and at all times until the end of the Term, the following insurance coverage ("**Landlord's Insurance**"):

1. **Property Insurance.** Insurance insuring the Premises (excluding Tenant's personal property) against damage or destruction due to risk including fire, vandalism, and malicious mischief in an amount not less than the replacement cost thereof, on an "All Risk" or "Special Form" basis, for the full replacement value of the Premises except as otherwise required to be insured by Tenant above.
2. **Liability Insurance.** Commercial General Liability insurance written on an ISO CG 00 0 1 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least \$1,000,000, and a minimum general aggregate limit of at least \$2,000,000, covering bodily injury and property damage liability occurring in or about the Premises.

EXHIBIT B

RULES AND REGULATIONS

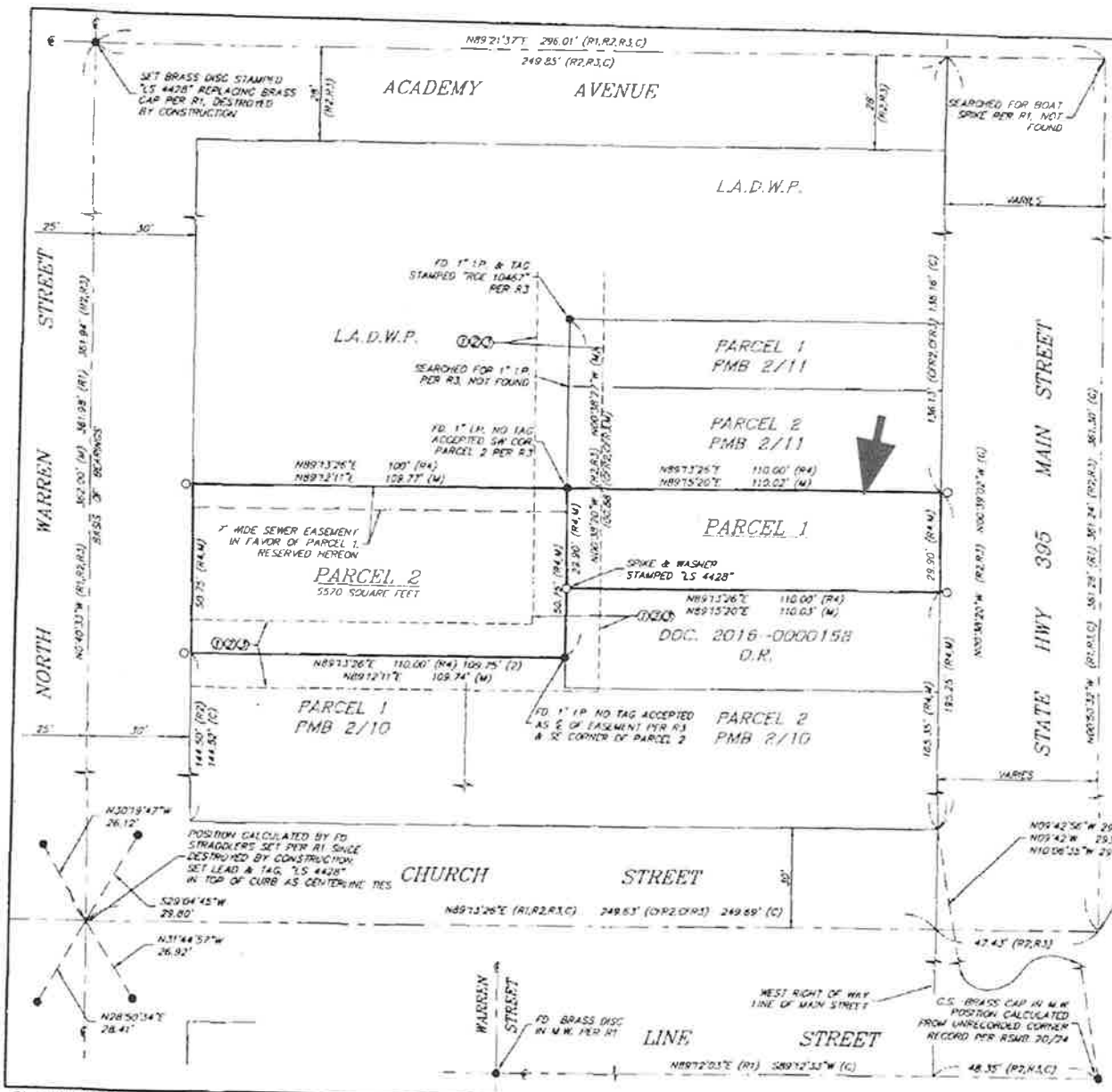
The following rules and regulations have been formulated for the safety and well-being of all tenants, guests, entrants, occupants and users of the Premises. Strict adherence to these rules and regulations and any successors or additions thereto is necessary to guarantee that every individual will enjoy a safe and undisturbed occupancy of the Premises. Landlord reserves the right to amend these rules and regulations and to promulgate additional rules and regulations. Any violation of these rules and regulations and any successors or additions thereto by Tenant shall constitute a default by Tenant under the Lease.

1. Throughout the Lease Term, Tenant covenants and agrees to the following:
 - a. Not to use any equipment, machinery or advertising medium which may be heard outside of the Premises.
 - b. Not to use any plumbing facilities for any purpose other than that for which they were constructed.
 - c. Not to enter upon or use the roof of the Premises.
 - d. Not to install or permit the installation of any wiring for any purpose on the exterior of the Premises.
 - e. Not to mark, paint, drill into or deface any part of the shell or core of the buildings at the Premises.
 - f. Not to permit any cooking in the interior of the Premises without obtaining Landlord's prior written consent (and not to cause or permit any odor to emanate from the Premises in connection therewith if consent is given) except as consistent with typical office use.
 - g. Not to bring in or keep any firearms in the Premises.
 - h. Not to affix any floor covering to any floor of the Premises with adhesive of any kind without obtaining Landlord's written consent.
 - i. Not to bring any motor scooters or other motorized vehicles into the interior of the Premises (except as permitted by those provisions of the Lease allowing use of the parking lots and/or garage, as applicable, or as required by law).
 - j. Not to install or permit the installation in the Premises of any coin- or token-operated vending machine or similar device except for the exclusive use of Tenant's employees in areas of the Premises not accessible to the public.
 - k. Not to allow any animals in the Premises, except service animals assisting persons with disabilities or otherwise required by law.
 - l. Not to permit space heaters or other energy-intensive equipment unnecessary to conduct tenant's business without written approval by Landlord. Any space conditioning equipment that is placed in the Premises for the purpose of increasing comfort to tenants shall be operated on sensors or timers that limit operation of equipment to hours of occupancy in the areas immediately adjacent to the occupying personnel.
2. Tenant acknowledges that it is Landlord's intention that the Premises be operated in a manner which is consistent with the highest standards of cleanliness, decency and morals in the community which it serves. Tenant shall not sell, distribute, display or offer for sale any item which, in Landlord's judgment, is inconsistent with the quality of operations of the Premises or may tend to impose or detract from the moral character or image of the Premises.
3. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant shall, upon the expiration or termination of its tenancy, return to Landlord all keys used in connection with the Premises, including any keys to the Premises, to rooms and offices within the Premises, to storage rooms and closets, to cabinets and other built-in furniture, and to toilet rooms, whether such keys were furnished by Landlord or procured by Tenant and in the event of the loss of any such keys, Tenant shall pay to Landlord the cost of replacing the locks. On the expiration of this Lease, Tenant shall disclose to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, remaining in the Premises.

EXHIBIT C

DEPICTION OF PREMISES

[ATTACHED]



- LEGEND:**
- FD FOUND
 - (H) RECORD
 - (M) MEASURED
 - (C) CALCULATED
 - (C/R) CALCULATED FROM RECORD
 - PMB PARCEL MAP BOOK
 - M.W. MONUMENT WELL
 - I.P. IRON PIPE
 - PL PROPERTY LINE
 - FD MONUMENT AS NOTED
 - SET WITNESS CORNER 2.00' OFFSET, LEAD & TAG STAMPED "LS 4428" IN CONCRETE OR AS OTHERWISE NOTED
 - FD LEAD & TAG STAMPED "LS 4428" AT TOP OF CURB FOR CENTERLINE INTERSECTION BY

- RECORD INFORMATION:**
- (R1) INTO COUNTY SURVEYORS MAP NO. 14 ON FILE IN THE COUNTY SURVEYORS OFFICE
 - (R2) PARCEL MAP NO. 141 RECORDED IN BOOK 2 OF PARCEL MAPS AT PAGE 10
 - (R3) PARCEL MAP NO. 124 RECORDED IN BOOK 2 OF PARCEL MAPS AT PAGE 11
 - (R4) RECORD INFORMATION PER GRANT DEED RECORDED AS INSTRUMENT NO. 98-1562 D.R.

- EXISTING EASEMENT LEGEND**
- ① EASEMENT FROM INGRESS AND EGRESS PER 52/452 D.R.
 - ② EASEMENT FOR ALLEYWAY AND THE RIGHT TO PRUNE TREES PER 56/333 D.R.
 - ③ EASEMENT FOR INGRESS AND EGRESS PER 53/459 D.R.

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF NORTH WARREN STREET PER INTO COUNTY SURVEYORS MAP NO. 14 AND SHOWN HEREON AS N0°00'37" W.

SURVEY NOTE
 THE INTERSECTION OF THE WEST LINE OF MAIN STREET AND THE CENTERLINE OF CHURCH STREET WAS ESTABLISHED BY RECORD BEARING AND VERIFIED BY FIELD SURVEY USING THE EXISTING THEATRE BUILDING LINE NORTH OF SAID INTERSECTION AS SHOWN PER R2 & R3 RECORD DISTANCES ALONG THE WEST LINE WERE USED AND CALCULATED PER R2, R3 AND R4 TO ESTABLISH THE EAST LOT CORNERS OF PARCEL 1.



PARCEL MAP NO. 421
 IN THE CITY OF BISHOP, INYO COUNTY
 STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 45, TOWNSHIP 7 SOUTH, RANGE 33 EAST, M.D.B.M., SAID PORTION BEING DESCRIBED IN THE GRANT DEED RECORDED AS DOCUMENT NO. 98-1562 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER.

GROSS AREA: 0.20 ACRES

2104 (Rev. 1-1-87) 218 MAIN STREET, CHICO, CA 95926 TEL: 530-893-1211 FAX: 530-893-1212

EXHIBIT D

LANDLORD IMPROVEMENTS

1. **Need For Improvements.** Landlord seeks to take advantage of certain tax benefits by leasing the Premises to the Tenant for a public purpose, and by causing improvements to be made to the Premises in a cost equal to or greater than the fair market value of the Premises on the date the Premises was acquired by the Landlord. As such, Landlord will cause certain improvements to be made to the Premises as more fully set forth below ("**Landlord Improvements**").

2. **Site Plans.**

2.1 **Preparation and Delivery.** Within 30 days following the Effective Date of this Agreement, Tenant shall advise Landlord in writing of the requirements it has for improvements of the Premises to conduct its intended business. Within one hundred eighty days following receipt of said requirements (such date is referred to herein as the "**Site Plans Delivery Deadline**"), Landlord shall deliver to Tenant a construction plan prepared by an architect (reasonably acceptable to Tenant (the "**Architect**") depicting improvements to be installed at the Premises (the "**Site Plans**"). The Site Plans shall ensure compliance with all federal, state, and local laws.

2.2 **Approval Process.** Tenant shall notify Landlord whether it approves of the submitted Site Plans within thirty (30) days after Landlord's submission thereof. If Tenant disapproves of such Site Plans, then Tenant shall notify Landlord thereof specifying in reasonable detail the reasons for such disapproval, in which case Landlord shall, within fifteen (15) days after such notice, revise such Site Plans in accordance with Tenant's objections and submit to Landlord for its review and approval. Tenant shall notify Landlord in writing whether it approves of the resubmitted Site Plans within fifteen (15) days after its receipt thereof. This process shall be repeated until the Site Plans have been finally approved by Tenant and Landlord. If Tenant fails to notify Landlord that it disapproves of the initial Site Plans within thirty (30) days (or, in the case of resubmitted Site Plans, within fifteen (15) days) after the submission thereof, and such failure continues for ten (10) days following Tenant's second written request therefor, then Tenant shall be deemed to have approved the Site Plans in question.

3. **Working Drawings.**

3.1 **Preparation and Delivery.** On or before the ninetieth (90th) day following the date on which the Site Plans are approved (or deemed approved) by Landlord and Tenant (such earlier date is referred to herein as the "**Working Drawings Delivery Deadline**"), Landlord shall provide to Tenant final working drawings, prepared by the Architect, of all improvements that Landlord proposes to construct and/or install in the Premises; such working drawings shall include detailed plans and specifications for the construction of the improvements called for under this Exhibit in accordance with all applicable Laws and suitable for permitting and construction.

3.2 **Approval Process.** Tenant shall notify Landlord whether it approves or objects to submitted working drawings, or any portion thereof, within thirty (30) days after Landlord's submission thereof. If Tenant objects to such working drawings, then Tenant shall notify Landlord thereof specifying in reasonable detail the reasons for such objection, in which case Landlord shall, within fifteen (15) days after such notice, revise such working drawings in accordance with Tenant's objections and submit the revised working drawings to Tenant for its additional review. Tenant shall notify Landlord in writing whether it objects to all or parts of the resubmitted working drawings within fifteen (15) days after its receipt thereof. This process shall be repeated until the working drawings are approved by Tenant. If Tenant fails to notify Landlord that it objects to the initial working drawings within thirty (30) days (or, in the case of resubmitted working drawings, within fifteen (15) days) after the submission thereof, then the working drawings in question shall be deemed finally approved by Tenant.

3.3 **Working Drawings.** As used herein, "**Working Drawings**" means the final working drawings prepared by Landlord without objection by Tenant, as amended from time to time by any approved changes thereto, and "**Work**" means all improvements to be constructed in accordance with and as indicated on the Working Drawings, together with any work required by governmental authorities to be made to other areas outside of the Premises as a result of the improvements indicated by the Working Drawings. Final consent for the Working Drawings shall not be a representation or warranty of Tenant that such drawings are adequate for any use or comply with any Law, but shall merely be the consent of Tenant thereto. Tenant shall, at Landlord's request, sign the Working Drawings to evidence its review and consent thereof. After the Working Drawings have been finally consented to, Landlord shall cause the Work to be performed in accordance with the Working Drawings. **TENANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE PLANS, THE WORKING DRAWINGS OR THE WORK (OR ANY OTHER SERVICES PROVIDED BY THE ARCHITECT, LANDLORD'S CONTRACTOR OR ANY OF THEIR SUBCONTRACTORS). ALL IMPLIED WARRANTIES BY TENANT WITH RESPECT THERETO, INCLUDING THOSE OF HABITABILITY,**

MERCHANTABILITY, MARKETABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY NEGATED AND WAIVED. WITHOUT LIMITING THE FOREGOING, TENANT SHALL NOT BE RESPONSIBLE FOR ANY FAILURE OF THE WORK. TENANT WILL NOT BE RESPONSIBLE FOR, OR HAVE CONTROL OR CHARGE OVER, THE ACTS OR OMISSIONS OF THE ARCHITECT OR ITS AGENTS OR EMPLOYEES. TENANT IS NOT ACTING AS A CONTRACTOR AND IS NOT GUARANTEEING THE SITE PLANS, THE WORKING DRAWINGS OR THE WORK, LANDLORD'S SOLE RECOURSE WITH RESPECT THERETO BEING THE PURSUIT OF LANDLORD'S REMEDIES UNDER THE WARRANTIES CONTAINED IN LANDLORD'S CONSTRUCTION CONTRACT OR IN LANDLORD'S ARCHITECT'S AGREEMENT.

4. **Contractors; Performance of Work.** The Work shall be performed only by licensed contractors and subcontractors. The Work shall be performed in a good and workmanlike manner free of defects and shall conform strictly with the Working Drawings.

5. **Construction Contracts.**

5.1 **Landlord's General Contractor.** Landlord shall enter into a construction contract with a general contractor for the Work, which shall comply with the provisions of this Section 5 and provide for, among other things, (a) a one-year warranty for all defective Work; (b) a requirement that Landlord's contractor maintain commercial general liability insurance of not less than a combined single limit of \$5,000,000, naming Landlord, Tenant, and each of their respective affiliates as additional insureds; (c) a requirement that the contractor perform the Work in substantial accordance with the Site Plans and the Working Drawings (and such plans and drawings are specifically referenced and/or itemized in Landlord's construction contract) and in a good and workmanlike manner; and (d) a requirement that the contractor is responsible for daily cleanup work and final clean up (including removal of debris).

6. **Change Orders.** Tenant may initiate changes in the approved Working Drawings provided that any such proposed change order shall be submitted to Landlord and Landlord and Tenant will work together expeditiously and in a commercially reasonable manner to reach agreement on any such proposed change order; (ii) the incremental cost and credits, if any, associated with such change shall be documented in a written change order signed by Landlord and Tenant, and any Change Order Cost resulting from such change shall be paid by Tenant to Landlord (any net savings resulting from such change shall be applied as a credit to Tenant) in equal installments over the first 12 months of the rent payments.

7. **Definitions.** As used herein "Substantial Completion," "Substantially Completed," and any derivations thereof mean the Work in the Premises is substantially completed (as reasonably determined by Tenant) in accordance with the Working Drawings, as reasonably determined by the Architect and approved by Tenant. Substantial Completion shall have occurred even though minor details of construction, decoration, landscaping and mechanical adjustments remain to be completed.

8. **Walk-Through; Punchlist.** When Landlord considers the Work in the Premises to be Substantially Completed, Landlord will notify Tenant and Tenant's representative and Landlord's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Landlord shall use reasonable efforts to cause the contractor performing the Work to complete all punchlist items within thirty (30) days after agreement thereon.

9. **Right of Inspection.** Tenant may inspect the Work at any time.

10. **Construction Representatives.** Landlord's and Tenant's representatives for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other:

Landlord's Representative:

Sam Walker
3071A W. Line St.
Bishop, CA 93514
Telephone: (760) 914-2484
Email: mammothbrew@earthlink.net

Tenant's Representative:

Attention County Administrator
c/o Darcy Ellis
P.O. Drawer N
Independence, CA 93526
Telephone: 760.878.0292
Email: dellis@inyocounty.us

11. **Compliance With Prevailing Wage Requirements.** Landlord shall abide by all prevailing wage requirements applicable to the Landlord Improvement work set forth herein, to the extent applicable to Landlord. If required by applicable law, Landlord shall pay, or cause to be paid, prevailing wages, for all construction work on the Project. For the purposes of this Agreement, "prevailing wages" means not less than the general prevailing rate of per diem wages, as defined in Section 1773 of the California Labor Code and Subchapter 3 of Chapter 8, Division 1, Title (of the California Code of Regulations (Section 160000 et. seq.), and as established by the Director of the California Department of Industrial Relations ("DIR"), for the respective craft classification. In any case where the prevailing wage is established by the DIR, the general prevailing rate of per diem wages shall be adjusted annual in accordance with the established rate in effect as of such date. Landlord shall indemnify, hold harmless and defend (with counsel reasonably acceptable to Tenant) Tenant against any claims for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Landlord, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et. seq. and implementing regulations or comply with the other applicable provisions of Labor Code Sections 1720 et. seq. and implementing regulations of the Department of Industrial Relations in connection with the construction of the Landlord Improvements. Landlord agrees that Tenant has fulfilled any obligation it may have with respect to informing Landlord regarding applicability of prevailing wage requirements, and Landlord shall not seek contribution or indemnity from Tenant for any prevailing wage amount Landlord is ultimately required to pay to any person or entity. Any amounts due from Landlord to Tenant under the foregoing provision, together with interest thereon at the maximum legal rate from the date incurred by Tenant, may be offset against Rental payments due under this Agreement

12. **Miscellaneous.** To the extent not inconsistent with this Exhibit, Paragraph 7 of this Lease shall govern the performance of the Work and Landlord's and Tenant's respective rights and obligations regarding the improvements installed pursuant thereto. Within 15 days after Substantial Completion of the Work, Landlord shall cause a Notice of Completion to be recorded in the office of the recorder of the county in which the Premises is located in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, and shall furnish a copy thereof to Tenant upon such recordation. Excluding Tenant's gross negligence or willful misconduct, Tenant shall not be liable or responsible for any damages, losses or claims incurred (or alleged) by Landlord due to any delay in achieving substantial completion of Landlord's Work for any reason.

13. **Dispute Resolution.** In the event of any dispute, claim or controversy arising out of or relating to the terms of this Exhibit D or the breach, enforcement, interpretation or validity thereof, the parties shall cooperate in good faith to resolve such matter informally. Either party may request the other to participate in non-binding mediation, which shall be administered by one mediator using JAMS unless otherwise agreed to by the Parties.

2022

ESSBRC Business Plan



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Executive Summary

Inyo County contracted with AccompanyCo LLC in June 2021 through a competitive bid process to prepare a business plan for the Eastern Sierra Small Business Resource Center (BRC). This business plan has gone through several revisions based on feedback from the Working Group, Inyo County Board of Supervisors, City Council for the City of Bishop, and the Public Presentation. It is critical that the community treat this plan as a living document and adapt it as conditions and opportunities change and are realized.

The goals and scope of the project beyond accomplishing the completion of the business plan itself include, “Define strategies and tactics for developing and/or supporting the development of existing and startup businesses in the Eastern Sierra to tap into the full business and economic development potential of the Eastern Sierra.” AccompanyCo employs an ecosystem approach when considering tactics to support business and regional economies. Through observations and recommendations packaged in the entrepreneurship domain conditions and identified market opportunities, this business plan offers general recommendations and specific deliverables – the BRC business plan. AccompanyCo’s approach includes primary and secondary research including metastudy of existing reports. The basis of knowledge from existing data sources is augmented and given flavor through extensive on-the-ground interviews.

Ultimately, there are many models and examples to choose from but what works in a community will differ based on its unique attributes, institutions, and people. experimentation is a key component of innovation and especially important in rural areas where critical mass is a challenge. Through developing proposed solutions aided by primary and secondary research and iterating with experimentation, these lean principles help us to test key assumptions to achieve realistic actionable plans and program-market-fit.

The market opportunity analysis highlights key business categories that show promise in Inyo County given regional conditions. The market opportunity analysis was informed by the interviews conducted as part of the ecosystem assessment and by local, state, and national economic data and studies. These market opportunities for Inyo County include expanding and diversifying tourism, resident-oriented retail and resident services, housing and commercial development, environmental science and consulting services, and an expansion of base industries. The market analysis also outlines a cluster of opportunities around climate innovations and viewing these components as a cluster reveals their interconnectivity and the opportunity for economic impact.

Secondary research including published reports and online resources along with the Market Opportunity Analysis provides context for the Team to consider the area’s challenges and opportunities. In evaluating the entrepreneurship ecosystem, interviews are the primary source of information, and observations are based on the interviewee’s opinions. Understandably an inexact science, the process is both iterative and insightful. The Team looks for patterns and similarities of opinion to aggregate observations and facilitate recommendations for the ecosystem analysis. These patterns or areas of thought were categorized, and assessed with observations and recommendations, within the following domains: Policy, Finance, Culture, Supports, Human Capital, and Markets.

The extensive primary and secondary research of the County supplied the outline of the Business Resource Center (BRC) Business Plan, and how this center could enhance and encourage entrepreneurship in Inyo County. This BRC Business Plan includes general core activities and proposes special initiatives that will specifically enhance and activate key segments in the region.

BRC Vision: The Eastern Sierra Small Business Resource Center (BRC) is a welcome center for the region’s businesses and entrepreneurs. Its vision is to directly support the business through access to knowledge and resources, networking, collaboration space, and enhancement of the region’s entrepreneurship ecosystems.

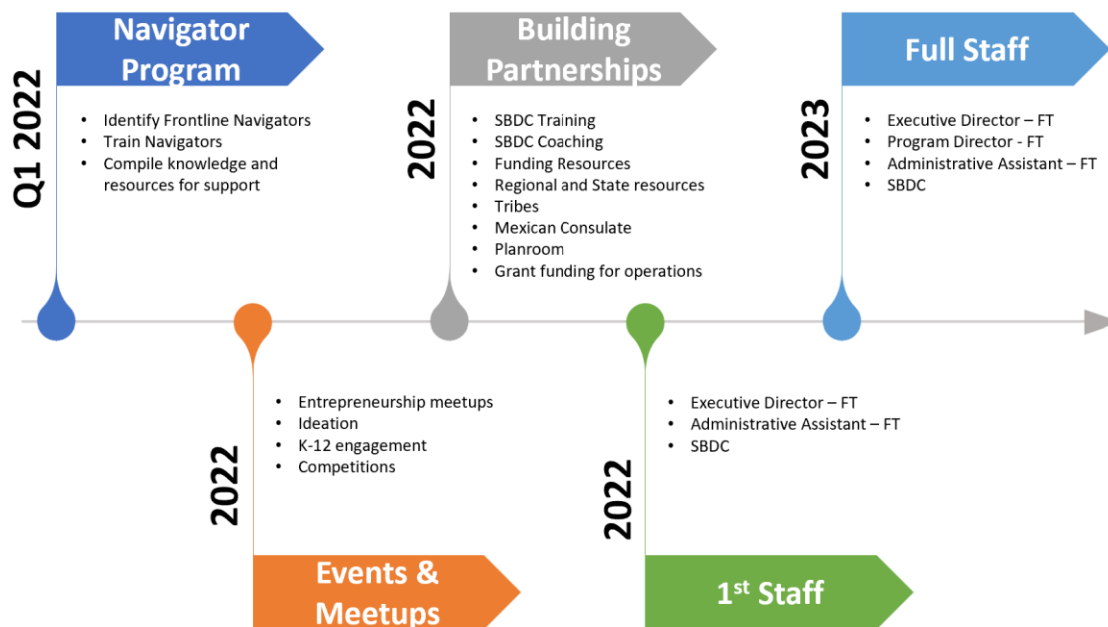


The BRC’s direct services and core activities include the navigator program, events and meetups, and business development services. These tools are essentially used to Capture, Activate, and Engage the Entrepreneurs of the region. Events and meetups cast a wide net of attention and capture a wide group while the navigator program refines this and connects needs to resources, activating the entrepreneur. Business Development Services refines this even further, providing training and education, to engage the Entrepreneurship Community in the region. This approach is referred to as the funnel strategy, a well-accepted method to build culture and economic development results over time.

The initiatives and special projects proposed for the BRC represent the initial list and are encouraged to be expanded on as collaboration and outreach continue. The initial initiatives include Capital Resource Development Initiative, the Climate Innovations Cluster Initiative, and the AINA (American Indian/Native Alaskan) Initiative. The initial special projects include the Internships and Apprenticeships Program and the Bishop Airport Expansion.

The BRC’s facility is acquired and in the process of being renovated and designed to meet the center’s needs. There will be three full-time staff at the BRC at capacity. The Executive Director and Administrative Assistant will be hired at mid-year 2022, the Program Director in 2023.

Activities Timeline:



Market Opportunity Analysis

The market opportunity analysis is meant to highlight key business categories that show promise in Inyo County given regional conditions. The market opportunity analysis was informed by the interviews conducted as part of



the ecosystem assessment and by local, state, and national economic data and studies. The key opportunities covered in this section of the report include:

- ❖ **Expand and Diversify Tourism.** This includes an overview of regional tourism growth and describes opportunities in key subsectors including, ground transportation, tourist shopping, and recreation and activities.
- ❖ **Resident-Oriented Retail and Resident Services.** This section focuses on retail leakage and the retail categories that could be potentially further developed to capture tens of millions of dollars in retail sales leaking to other communities or online.
- ❖ **Housing, Commercial, and Civic Construction and Development.** The scarcity of housing, commercial space, and developable vacant land are constraints to the business overall, but this scarcity is an opportunity for the development and construction industry.
- ❖ **Environmental Science and Consulting Services.** The incredible biodiversity and range of climate zones and the predominance of publicly owned lands in Inyo County suggest an opportunity for establishing local environmental science and consulting businesses.
- ❖ **Base Industries.** The county is home to a few base industries, which are industries that export goods or services outside of the region. These existing operations may or may not have the potential to expand or diversify, but it is always less difficult to build on an existing industry versus starting anew.

Expand and Diversify Tourism

The Inyo County tourism markets are regional and multifaceted. Markets include Death Valley visitors, skiers passing through to Mammoth, rock climbing, mountain wilderness expeditions/outings, and drive touring. Several interviewees noted that Bishop and Lone Pine primarily serve pass-through traffic, including those who stay the night on their way to other destinations. Some interviewees see the potential for further developing Inyo County as its own destination and to market it as such and to encourage passers-through to stop and explore. This portion of the market opportunity analysis identifies opportunities to capture more sales from the established markets. Additionally, with over 400 films shot in Inyo County, its natural beauty continues to be a draw for the industry.

Up to the onset of COVID 19, tourism had been growing in the region. Inyo County spans two of the state's tourism regions, the Deserts region and the High Sierra region, both of which exhibited strong growth through 2019. Interviewees reported that visitation rebounded in 2021, although numbers were not available at the time of writing this report.



Figure 1 – Direct Travel Spending by Tourism Region

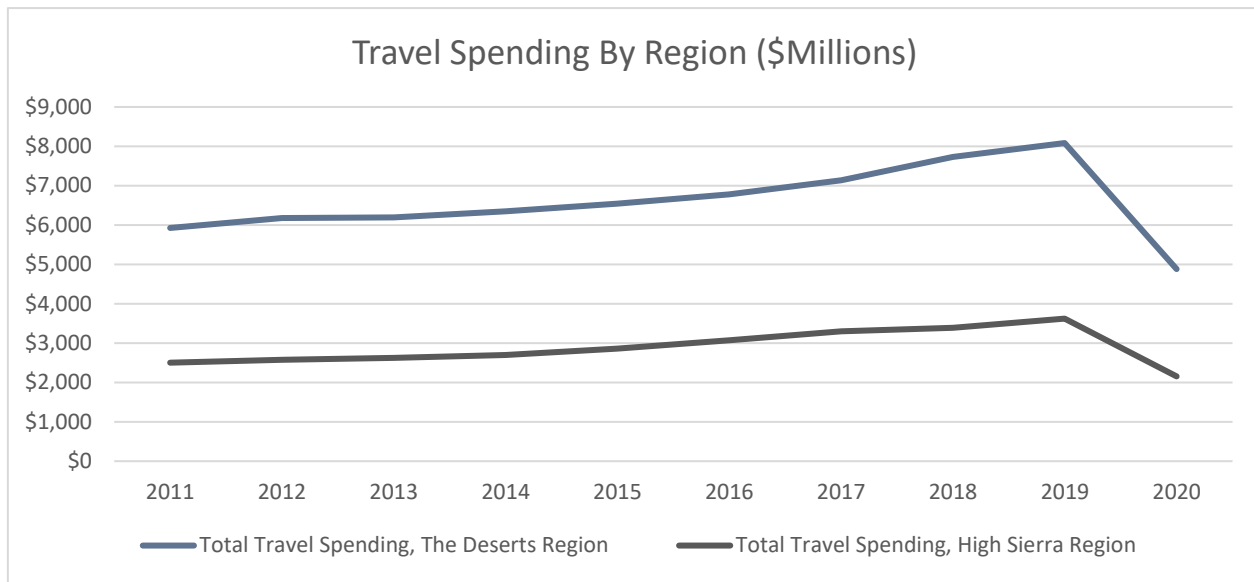


Figure 1 Source: "The Economic Impact of Travel" Visit California, Dean Runyan Associates, 2021

Although California is a major destination for domestic and international visitors, well over half of the leisure travel in the state are Californians. In-state visitation is growing on pace with out-of-state and international visitation.

Figure 2 – Annual Visits to California (Millions of Person-Trips)

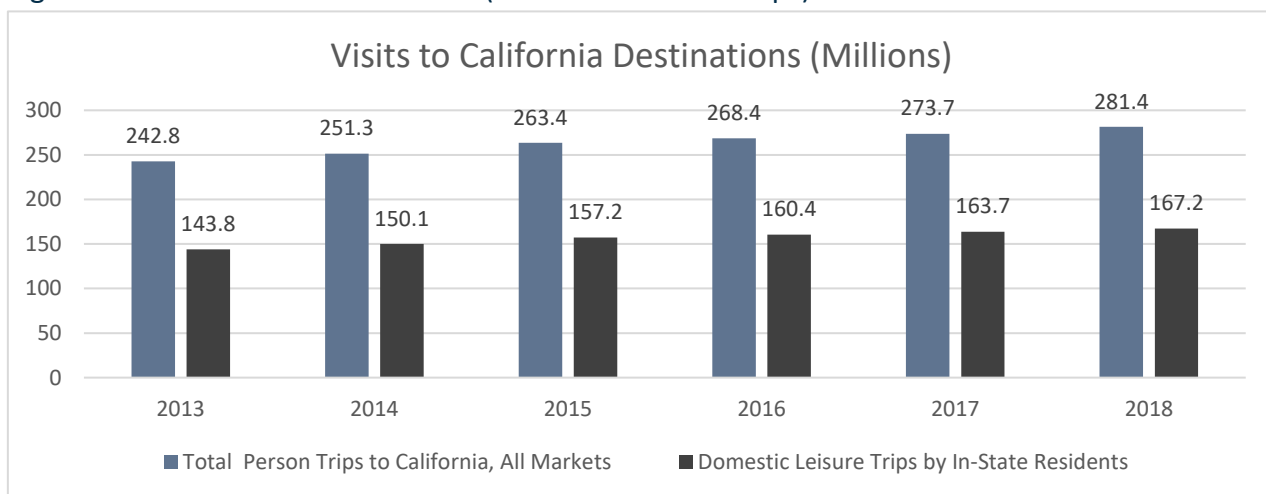


Figure 2 Source: "California travel and tourism overview of key drivers and outlook" Tourism Economics an Oxford Economic Company, 2019



In-state visitors from Southern California are the largest visitor segment in the Eastern Sierra. A survey-based study referenced in the air passenger study for the Bishop Airport showed that at least 93% of the visitors to the Eastern Sierra area live in California. While the largest portion of visitors come during ski season, visitation is well distributed throughout four seasons. The combination of a large, reliable customer base within a day's drive and consistent visitation across four seasons are advantageous market traits.

Figure 3 – Origin of Visitors to Eastern Sierra Region and Seasonality, 2017

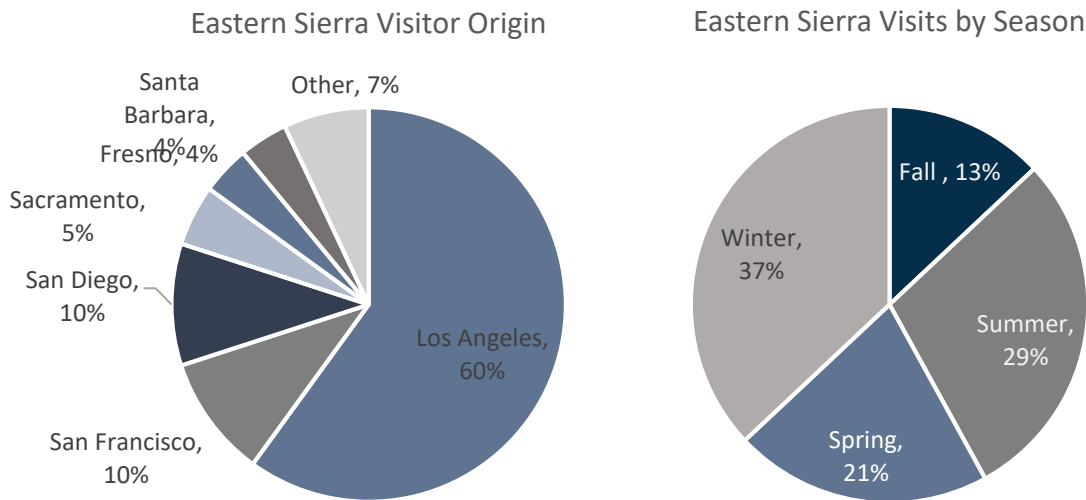


Figure 3 Source: "Bishop Airport Passenger Traffic Study", Leigh/Fisher, 2017

Modest growth in jobs and earnings in the accommodations and food service sector and arts and entertainment sector generally reflect the regional growth in visitor spending at the local level. Retail jobs and earnings, which serve resident and visitor markets alike have not kept pace.



Figure 4 – Inyo County Jobs and Earnings in Sectors that Include Tourism

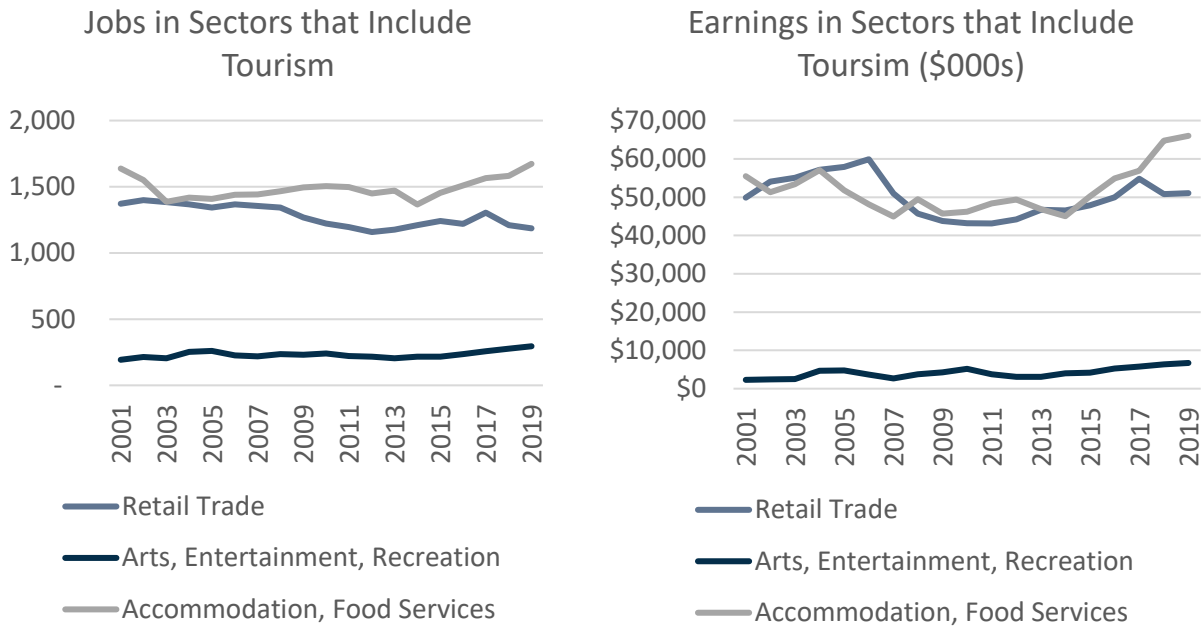


Figure 4 Source: "Economic Profile System", Headwaters Economics, 2021

The

forthcoming activation of commercial passenger service at Bishop Airport will bring additional visitors into Inyo County, especially during ski season which draws the highest number of passengers. Those who fly to their destinations are a coveted customer segment because they tend to spend more money across all sectors. Inyo County has long been a stop or a layover for drivers, now it will be on the route of air travelers as well.

Figure 5 – Commercial Enplanements Forecast at Bishop Airport

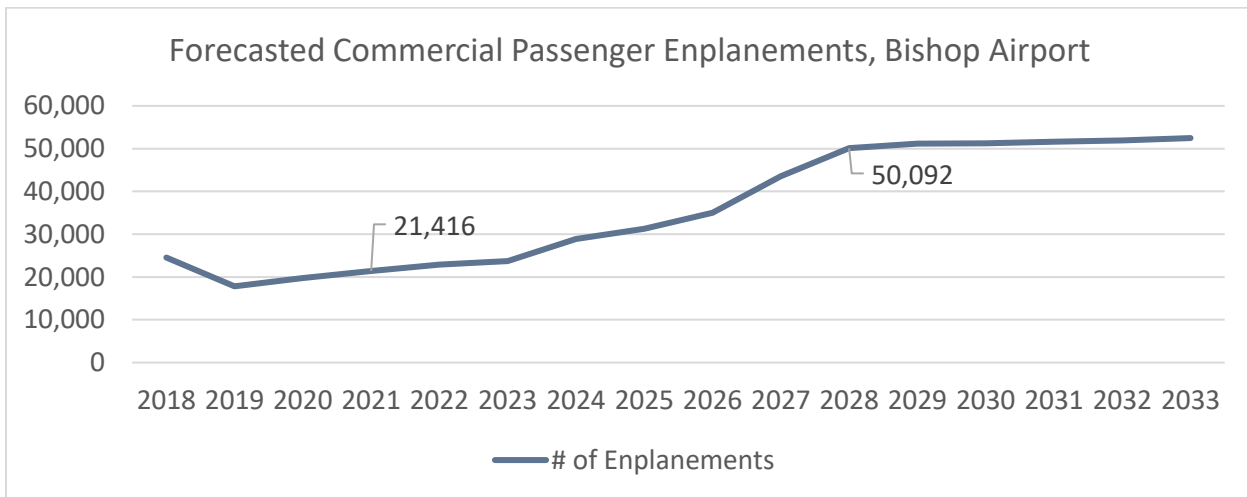


Figure 5 Source: "Proposed Commercial Airline Service at Bishop Airport Draft Environmental Assessment", ESA, 2021; "Bishop Airport Passenger Traffic Study", Leigh|Fisher, 2017



Opportunity: Ground Transportation

The establishment of commercial air service will generate demand for ground transportation. Most ground transportation services in the region are based in Mammoth Lakes. There are no group and transportation businesses in Inyo County except for a car rental company in Bishop and a jeep rental company in Death Valley.

Figure 6 – Inventory of Transportation Businesses in Inyo and Mono Counties

	Transportation Businesses	Categories Represented
Bishop	1	Passenger Car Rental
Death Valley	1	Jeep Rental
Mammoth Lakes	6	Taxi Service, Ground Transportation, Passenger Car Rental
Regional	1	Transit System

Figure 6 Source: State of California Employment Development Department

Opportunity: Tourist Shopping

The retail sector in Lone Pine and Bishop is serving as a supply hub for visitors, but there is an opportunity to diversify to offer more leisure/recreational shopping for visitors and locals alike. There are nine categories with more sales in the market area than demand, resulting in \$165 million in surplus sales annually as shown in Figure x. The likely explanation for this is spending by tourists and passers-through as well as residents from outside the market area who travel to businesses in Inyo County to make purchases. The surplus sales in the food services and drinking places retail category, sporting goods, used merchandise, and gift stores categories are tourism-related. The communities serve as supply hubs for leisure travelers, which contribute to the surplus sales in food and beverage stores and gas stations categories. A good portion of surplus sales in the food and beverage store categories such as auto parts and tire stores are likely driven by regional residents who live outside of Inyo County.

Figure 7 – Retail categories showing more Inyo County sales than residents spend, 2021

The well-established sporting goods retail category in both Bishop and Lone Pine also reflects these communities’ roles as supply hubs for visitors and passers-through.

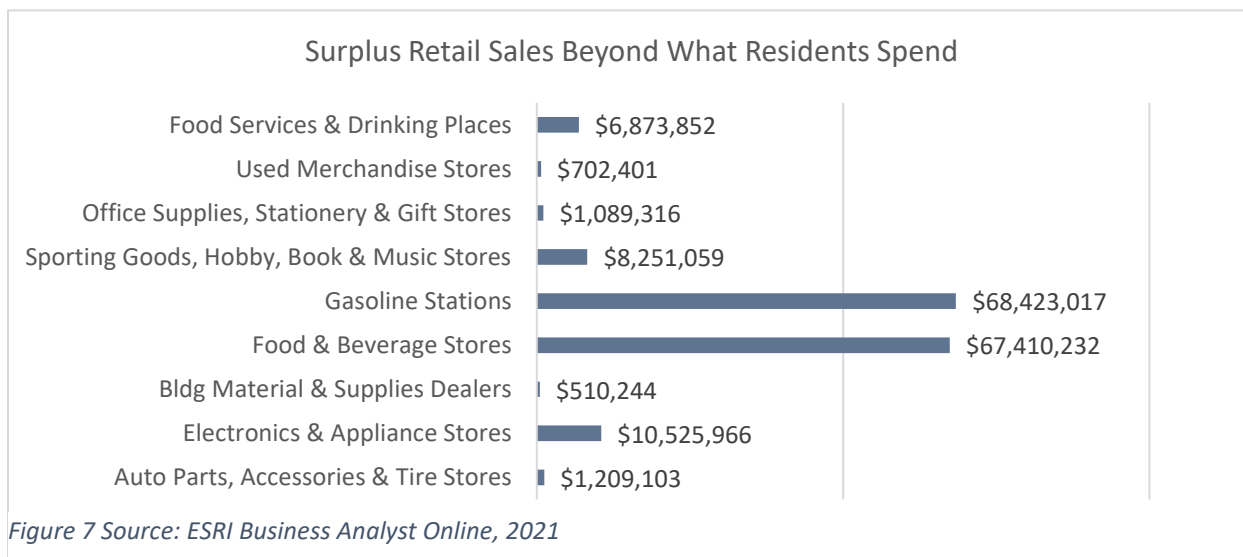


Figure 7 Source: ESRI Business Analyst Online, 2021



Figure 8 – Count of Sporting Goods Retail Establishments, Inyo County, 2021

	Sporting Goods Establishments	Categories Represented
Bishop	9	Clothing Stores, Sporting Goods
Lone Pine	3	Sporting Goods

Figure 8 Source: State of California Employment Development Department

While sporting goods stores can contribute to a leisure shopping experience, there are very few leisure shopping opportunities beyond this. For example, there is just one store in Lone Pine classified as a gift/novelty store. In Bishop, there are a few bookstores, used goods stores, and clothing stores, but it is not clear that these are focused on the visitor market. Shopping is among the most popular vacation activities and is a way to attract passers-through to stop and explore.

Figure 9 – Count of Leisure Shopping Establishments, Inyo County, 2021

	Leisure Shopping Establishments	Categories Represented
Bishop	7	Book Stores; Used Merchandise Stores, Art Dealers, Home Furnishings Stores, Clothing Stores
Lone Pine	1	Gift, Novelty, and Souvenir Stores

Figure 9 Source: State of California Employment Development Department

Opportunity: Recreation and Activities

Appealing and easily accessible recreational offerings and activities are key components of destination development. The area offers challenging outdoor recreational opportunities including rock climbing and multi-day wilderness expeditions but there is a gap in outdoor activities for beginners and easier, non-athletic activities for visitors. Most of the outdoor recreation establishments in the area are outfitters for mule or packhorse-supported expeditions or are lodges or outposts to support mountain expeditions and day trips. The area would benefit by offering activities and recreation that are closer to town and appeals to a broader market. Investments in trails, paved pathways, and other outdoor recreation infrastructure may need to be a component of developing this opportunity.

Figure 10 – Count of Outdoor Recreation Establishments, Inyo County, 2021

	Outdoor Recreation Establishments	Categories Represented
Bishop	8	Outdoor Recreation Outfitters, Marinas, Resorts and Lodges
Independence	1	Outdoor Recreation Outfitters

Figure 10 Source: State of California Employment Development Department

Resident-Oriented Retail and Resident Services

The 8,121 households in Inyo County have a median household income of \$57,316, and a per capita income of \$32,590 compared to a state per capita income of \$36,955. The Retail Market Profile for Inyo County by ESRI Business Analyst shows that Inyo County households spend \$249.3 million each year on retail shopping and food and drink services.



Figure 11 –Number of Households by Income, Inyo County, 2019

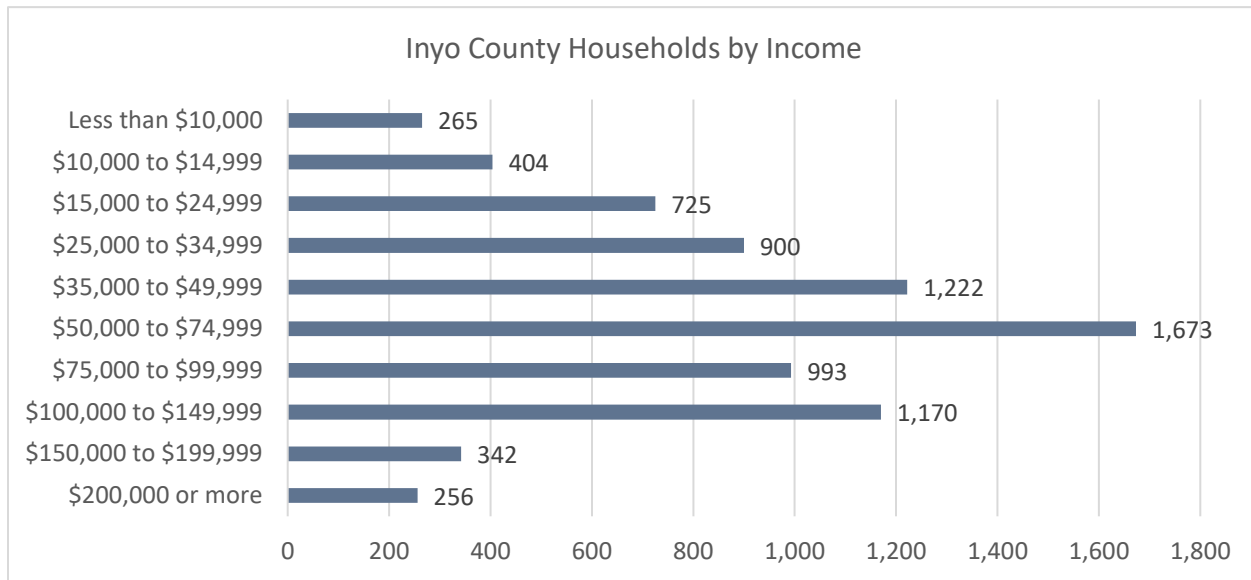


Figure 11 Source: “Economic Profile System”, Headwaters Economics, 2021

Leakage indicates that resident needs are being met elsewhere, that residents living in the market area are shopping outside of Inyo County or online. Leakage represents an opportunity for expanding/diversifying existing businesses or starting new businesses. Seven retail categories contribute to the \$76.9 million in retail sales leakage from the county annually. For instance, there is \$6.45 million in leakage in the health and personal care stores category, meaning that county residents are spending \$6.45 million outside of Inyo County for health and personal care store needs.

Figure 12 – Retail Sales Leakage from Inyo County, 2019

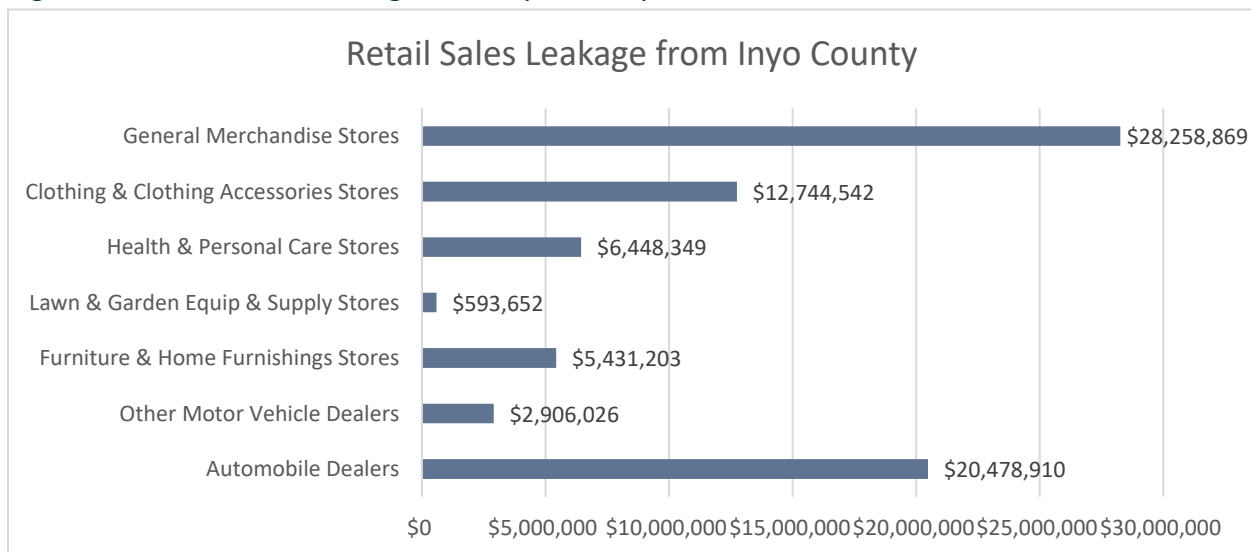


Figure 12 Source: ESRI Business Analyst Online, 2021



Housing, Commercial, and Civic Construction and Development

According to the California Division of Housing Policy, there was a minimum regional housing need of 323 total units among four income categories as of April 2020. Interviewees remarked that housing is difficult across all income levels in the Bishop area and lack of housing options was cited as a limitation for businesses seeking to expand.

Figure 13 – Inyo County Housing Need Determination

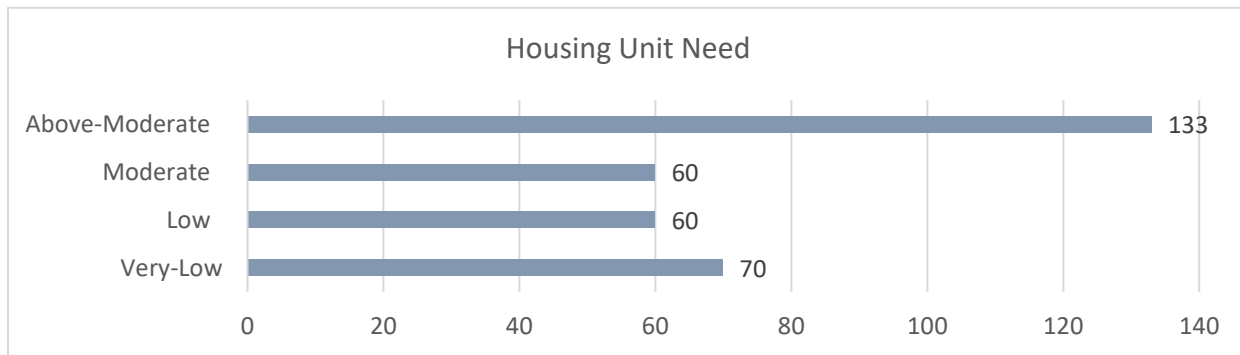


Figure 13 Source: California Division of Housing Policy, April 2020

Interviewees indicated that in the Bishop area, a very limited supply of developable commercial property may be acting as a constraint on economic growth. Land supply is discussed in more detail below. Some interviewees cited further constraints arising from a set of commercial building owners who seem unwilling to update or redevelop older structures.

Inyo County has an active construction industry that has not returned to the levels seen in the early 2000s, but it has held steady over the past decade. Mono County construction employment has been somewhat higher than Inyo County, although construction businesses are mobile and regularly perform work across county lines.

Figure 14 – Construction Jobs Trend 2001-2019, Inyo and Mono Counties

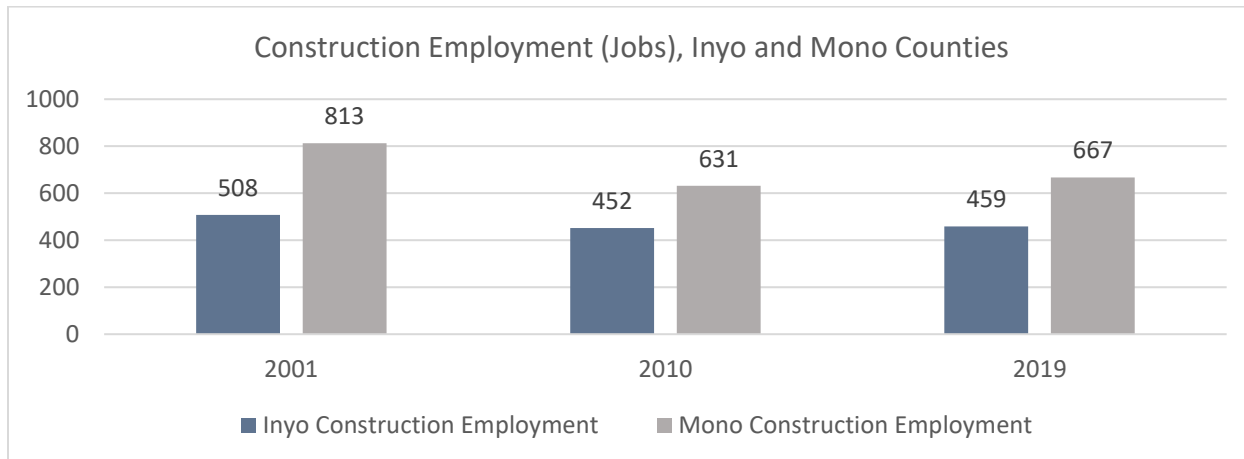


Figure 14 Source: "Economic Profile System", Headwaters Economics, 2021

The construction sector in Inyo and Mono Counties is well diversified with 55 firms covering 17 different types of construction services. The vast majority of these businesses are small operations with four or fewer employees. Although the construction industry is diverse and capable, the limited size of local companies means that few



can take on large projects. Inyo is like other rural areas in that there are only so many companies and so many employees, so the rate of construction is somewhat slower than in a metro area, and wait times can be longer.

Figure 15 – Inventory of Construction Contractor Businesses by Type, 2021

	Mono County Businesses	Inyo County Businesses
Specialty Construction	1	3
Commercial Building	15	9
Drywall and Insulation	1	1
Electrical	5	7
Finish Carpentry	2	1
Flooring	3	1
Glass and Glazing	1	0
Land Subdivision	4	0
Masonry	1	3
New-single family general contractors	3	14
Painting and Wall Covering	5	1
Plumbing and HVAC	8	8
Poured Concrete Structure	3	3
Roofing	2	4
Site Preparation	1	1
Tile and Terrazzo	1	0
TOTAL	55	55

Figure 15 Source: State of California Employment Development Department

Figure 16 – Inventory of Construction Contractor Businesses by Size, 2021

Size of Firm	Mono County Companies	Inyo County Companies
1-4 employees	50	47
5-9 employees	12	5
10-19 employees	3	3

Figure 16 Source: State of California Employment Development Department

Interviewees and working group members stated that land ownership status and availability is an underlying constraint on developing new housing and on new commercial development, especially near Bishop where demand is highest. The majority of vacant land is owned by the Los Angeles Department of Water and Power (LADWP). Negotiating to open parcels of LADWP land for development has proven to be a lengthy challenge for local governments.

The inventory of commercial and industrial lots has been dropping significantly in Mono County, presumably as lots are built. The inventory of commercial lots in Inyo County has been increasing slowly but remains below 100 lots. Some of these commercially assessed and/or commercially zoned vacant properties are owned by LADWP and so are not readily available.

There are over 3,000 vacant residential parcels in Inyo County, but the supply has been slowly dropping presumably because lots have been built on. According to Inyo County’s 2016 Charleston View Specific Plan, 2,059 of these vacant parcels are located in this rural and remote sub-area.



Figure 17 - Vacant Lot Inventory 2021

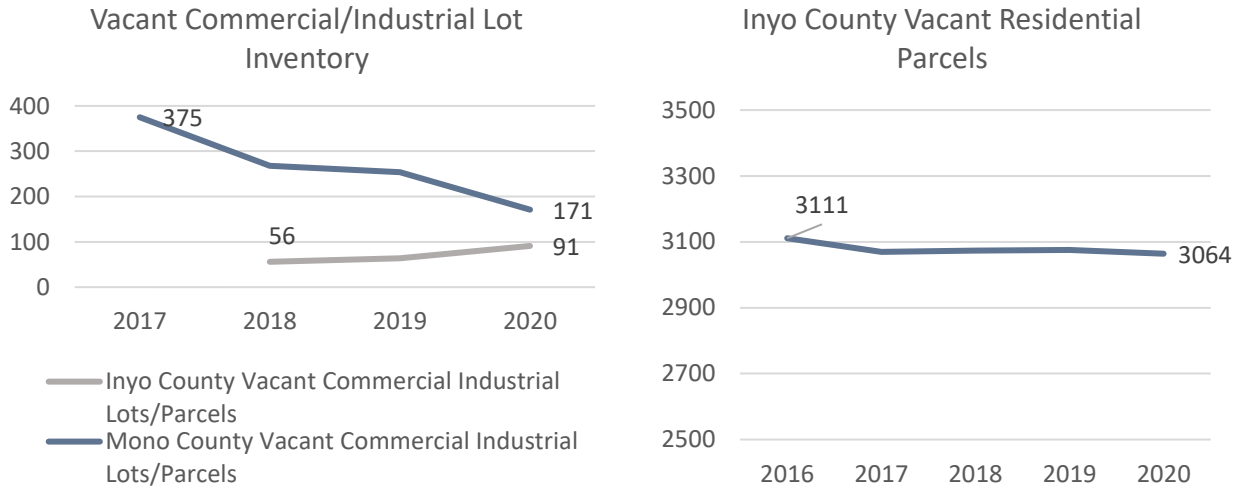


Figure 17 Source: State of California Board of Equalization Open Data Portal, 2021

Inyo County has seen just 18 lots created via conventional subdivisions while subdivisions have been more active in Mono County with 233 new lots created. Each county registered around 100 properties that have been consolidated or been split into two lots. In Inyo County, the development of new subdivision lots does not appear to be increasing commensurately with the demand for housing and commercial development.

Figure 18 – New Subdivision Lots Created

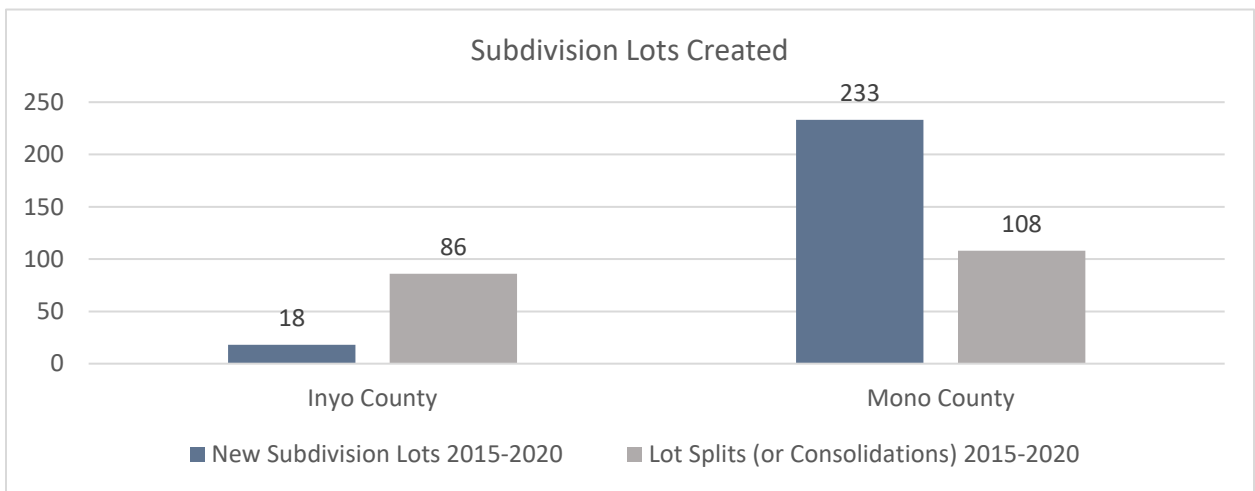


Figure 18 Source: State of California Board of Equalization Open Data Portal, 2021

Interviewees described a challenging set of conditions that have constrained commercial and residential development. Some of the land supply issues will require intervention by the local government, such as activation of LAWPD land. Between Bishop and Mammoth Lakes, there are 20 development and design businesses, most of which provide architecturally, engineering, and/or surveying services. The complex supply-side issues like those in the Bishop area suggest that there is a role for professional land development consulting.



Figure 19 - Inventory of Development and Design Businesses, 2021

	Development and Design Businesses	Categories Represented
Bishop	9	Architecture, Engineering, Building Inspection, Surveying
Mammoth Lakes	11	Architecture, Engineering, Land Subdivision, Surveying
Death Valley	1	Engineering

Figure 19 Source: State of California Employment Development Department

As the Eastern Sierra Recreation Partnership progresses and gains funding, additional opportunities will arise for local construction contractors who are prepared to bid on publicly funded projects. The partnership identified and ranked 183 project ideas for Inyo and Mono Counties including new restrooms, multi-use paths, campground rehabilitation, signage/wayfinding, visitor centers, wildlife crossings, ADA accessible outdoor facilities, roads, and other projects that would require construction companies (essrp.org). Local construction companies would likely need to ramp up their operations to qualify for most of the projects that would come out of this regional effort.

Environmental Science and Consulting Services

The incredible biodiversity and range of climate zones and the predominance of publicly owned lands in Inyo County suggest an opportunity for establishing local environmental science and consulting businesses. Forest restoration, stream/riparian restoration, and certain elements of sustainable recreation development most often require permits and approvals under the National Environmental Policy Act (NEPA). Achieving the level of compliance required by NEPA and by land management agencies requires environmental planning, design, and best practices that environmental consultants are uniquely qualified to provide.

There are just a few business entities in the environmental consulting space today, and none are environmental consultants for hire: Eastern Sierra Foundation, Owens Valley Indian Water, Sierra Nevada Bighorn Sheep Foundation, White Mountain Research Station (State of California Employment Development Department). The professional and technical services industry earnings suffered as a result of the 2008 financial crisis and recession but have rebounded somewhat in recent years. Developing local environmental science and consulting firms instead of hiring firms from other communities would boost this important sector.



Figure 20 – Professional and Technical Services Earnings, Inyo County, 2021

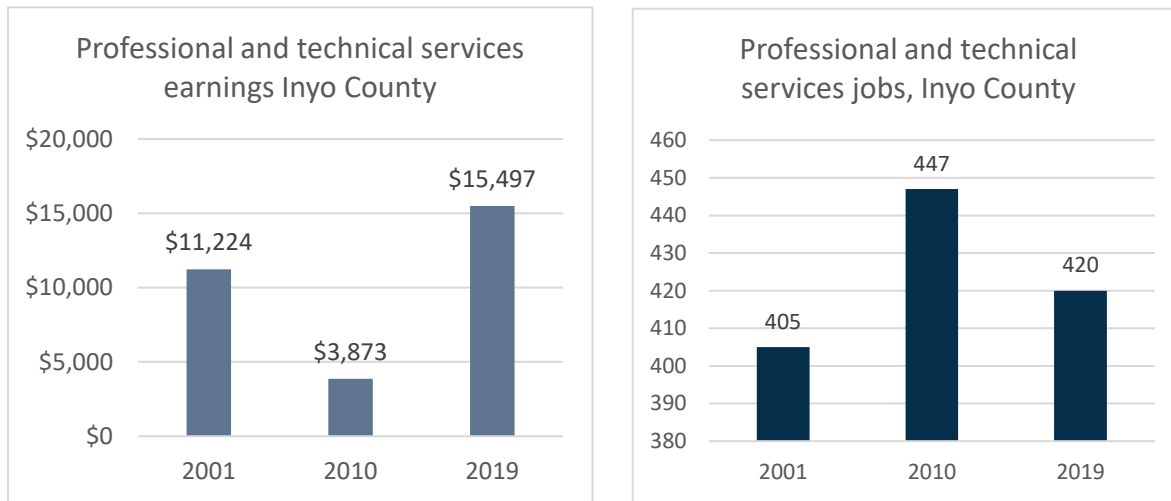


Figure 20 Source: “Economic Profile System”, Headwaters Economics, 2021

Base Industries

The county is home to a few base industries, which are industries that export goods or services outside of the region. Power generation and distribution is an established base industry that has the potential to expand. In the Desert Renewable Energy Conservation Plan, BLM designates 388,000 acres for renewable energy development from the U.S./Mexico Border to Owens Valley (BLM Desert Renewable Energy Conservation Plan Record of Decision, 2016). Solar, wind, geothermal are allowable uses in these “designated focus areas” (DFAs). These plan amendments cover the Bishop Resource Management Plan because there are DFAs in southern Inyo County/northern San Bernardino County.

There are currently six business entities producing/distributing electrical power in Inyo County. These existing operations may or may not have the potential to expand or diversify, but it is always less difficult to build on an existing industry versus starting anew.

Figure 21 – Power Generation and Distribution Business Entities

	2020 Establishments
Hydroelectric power generation	3
Fossil fuel electric power generation	1
Geothermal electric power generation	1
Electric power transmission and distribution	1

Figure 21 Source: “Quarterly Census of Employment and Wages”, Bureau of Labor Statistics

Manufacturing has been a growth industry for over two decades in Inyo County, growing from \$66.8 million in earnings in 2000 to \$117.8 million in 2019, while gaining 133 jobs.



Figure 22 – Manufacturing Earnings and Jobs Trends, Inyo County

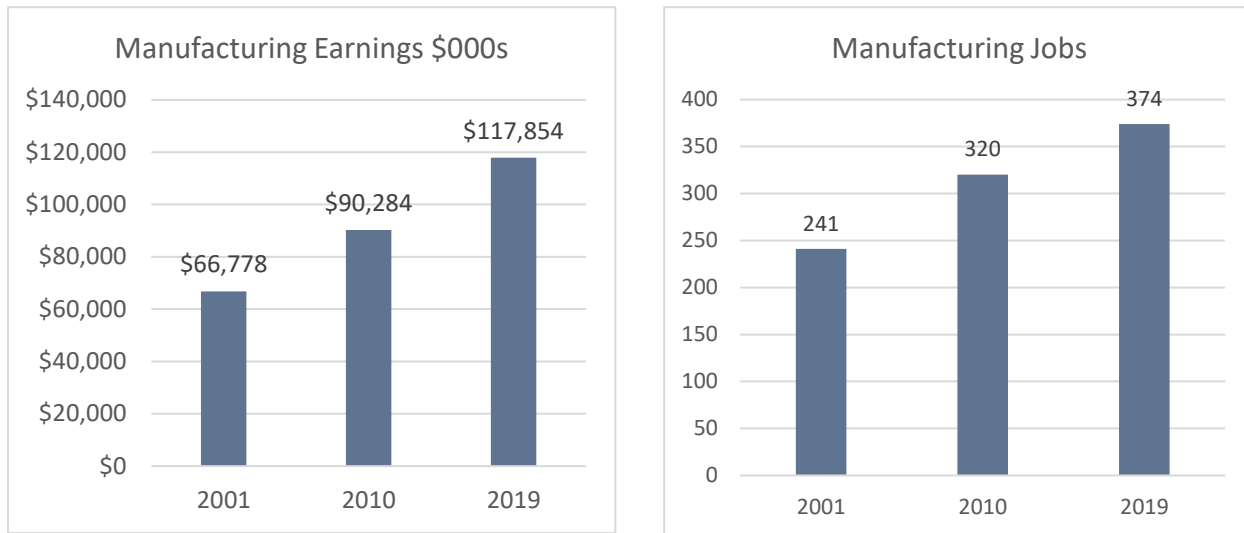


Figure 22 Source: “Economic Profile System”, Headwaters Economics, 2021

Manufacturing is an established and diverse sector in Inyo County that includes 25 businesses producing a wide variety of niche products. The state business classification system includes some local servings businesses such as printing, but most manufacturers make niche products for export. Although active, the manufacturing sector does not have a formal advocacy group and has low visibility in general.

Figure 23 – Inventory of Manufacturing Businesses

Inyo County Businesses	
Food and beverage manufacturing	5
Plastics manufacturing	3
Wood product manufacturing	5
Local/regional serving	7
Specialty manufacturing	5

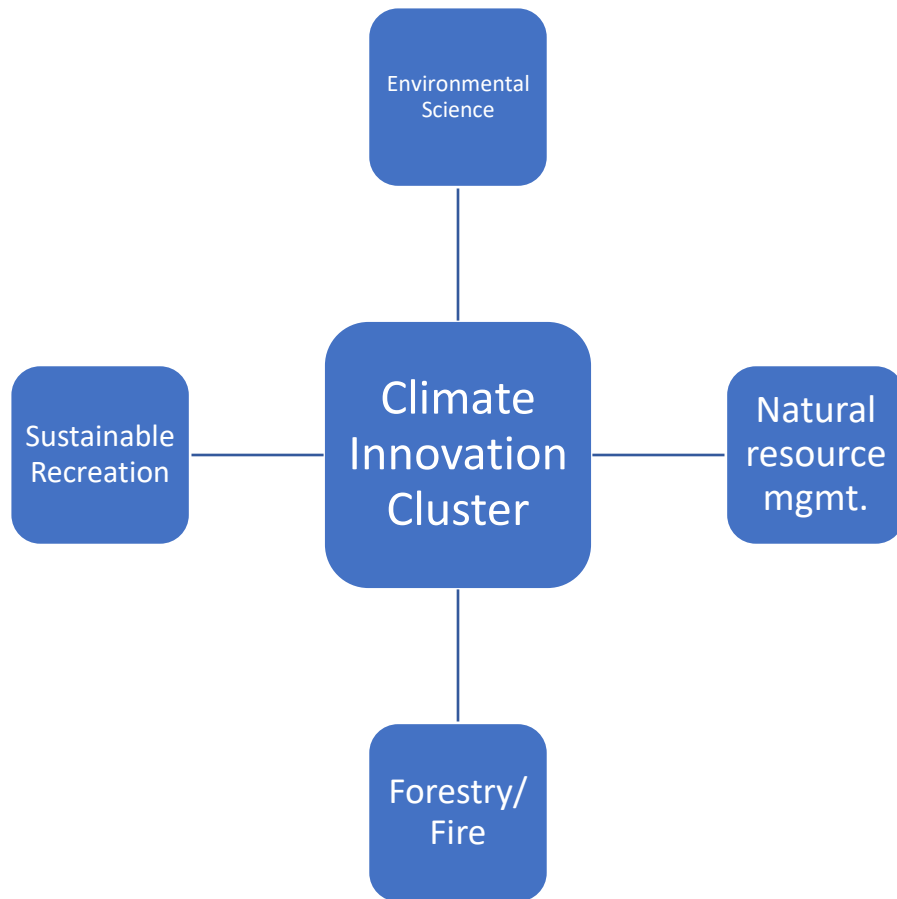
Figure 23 Source: State of California Employment Development Department

Climate Innovations Cluster

Inyo County’s unique topography and location produce opportunities that cluster around climate innovations. There is a preponderance of government and non-profit activity in the region and investment into innovation and services carried out by the private sector. The cluster is a cross-section of many of the opportunities discussed above and include:

- Forestry and Fire – restoration, mitigation, and fuels treatment
- Natural Resource management – alternative energy solutions and desert ecosystem preservation
- Sustainable Recreation – construction and tourism
- Environmental Science – planning, problem-solving, and consulting



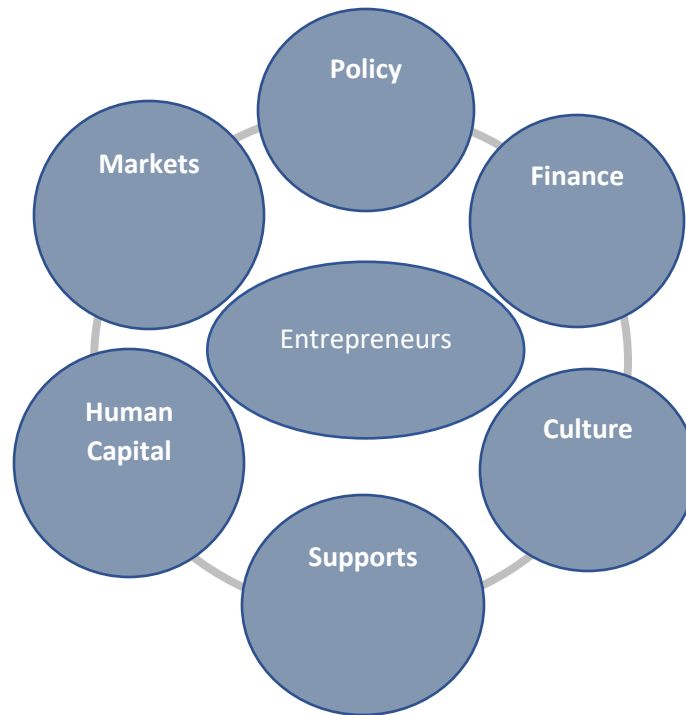


Clusters are geographically based and contain interrelated business elements for example; talent, knowledge, suppliers, etc. Viewing these components as a cluster reveals their interconnectivity and the opportunity for economic impact through job creation, company formation growth, and investment.

Entrepreneurship Ecosystem Assessment

The following section organizes the review and recommendations around the domains of the Entrepreneurship Ecosystem. This framework was originally developed by Daniel Isenberg at Babson College and provides an excellent tool to map current conditions of the ecosystem to support business and dive deeper into areas where communities can proactively impact the attractiveness of the region for business startup and growth.





People are at the center of an entrepreneurial ecosystem. Ecosystems surround entrepreneurs and help them thrive. There are no silver bullets inherent to a thriving ecosystem; instead, the interaction of the parts affects the efficacy of the entire system. The analogy of a living and ever-changing system is an intentional way to emphasize a critical paradigm shift in how we think about helping entrepreneurs. Just as the complex biological system of soil, water, sunlight, flora, and fauna in a rainforest allows individual plants to flourish, the ecosystem for entrepreneurs is essential to their success. Healthy, diverse, and inclusive ecosystems allow talent, information, and resources to flow quickly to entrepreneurs as they need them.¹

Methodology

The process of ecosystem assessment is heavily dependent on talking with people that possess the knowledge and relevant insights regarding the various domains. At the center are discussions with current and prospective business owners. Inyo County formed a “Working Group” (WG) for the SBRC project. The WG provided background perspective, reports, contacts, and continual feedback during the ecosystem assessment process. Critical to this process is being “on the ground” in communities. The AccompanyCo Team had three trips to the region and is participating in ongoing efforts related to the BRC and Inyo County’s economic planning.

Secondary research including published reports and online resources along with the Market Opportunity Analysis provides context for the Team to consider the area’s challenges and opportunities. In evaluating the entrepreneurship ecosystem, interviews are the primary source of information, and observations are based on the interviewee’s opinions. Understandably an inexact science, the process is both iterative and insightful. The Team looks for patterns and similarities of opinion to aggregate observations and facilitate recommendations for the ecosystem analysis.

¹ <https://www.kauffman.org/ecosystem-playbook-draft-3/glossary-and-resources/>



30+ interviews were conducted over six months and included individuals representing a broad range of business sectors and organizations:

- ❖ Retail Businesses Sector
- ❖ Outdoor Industry Sector
- ❖ Food/Beverage Service Sector
- ❖ Office Rentals and Coworking Sector
- ❖ Manufacturing Sector
- ❖ Space and Technology Sector
- ❖ State and Federal Business Development
- ❖ Cerro Coso Community College
- ❖ Eastern Sierra Community Bank
- ❖ City of Bishop
- ❖ Inyo County Government
- ❖ Mono County Government
- ❖ Tribal Government
- ❖ Sierra Business Council
- ❖ Eastern Sierra Council of Governments
- ❖ Workforce Development
- ❖ Inyo County Public Works

Policy

The Policy section describes efforts by government and leadership to clear the pathway for businesses to operate successfully. It includes evaluating overall business friendliness, incentives, and the degree to which leadership represents and champions businesses and entrepreneurship.

Observations:

County support Inyo County is taking a leadership role in developing the Business Resource Center including providing funds and leadership for this business plan as well as committing funds to support initial operational costs.

City of Bishop leadership is evident in code revisions, infrastructure improvements, and a business-friendly culture.

Regional collaboration with Mono County and Mammoth Lakes is evident, examples include the formation of ESCOG (Eastern Sierra Council of Governments) which houses numerous regional programs and initiatives and improvements to the Bishop Airport including the move of commercial routes and subsidies from Mammoth to Bishop Airport.

Other regional initiatives include:

- Joint planning effort for preparation of Comprehensive Economic Development Strategy (CEDS) that includes Inyo, Mono and Alpine counties, and the cities of Bishop and Mammoth Lakes,
- Request for CA Community Economic Resilience Fund's (CERF) region modification to establish Eastern Sierra region - Inyo, Mono, and Alpine and allow government entities to apply for planning grants,
- Eastern Sierra Sustainable Recreation Partnership (ESSRP), and
- Sustainable Recreation and Tourism Initiative (SRTI) which presents opportunities for future recreation and environmental planning projects as a regional collaborative effort. SRTI will be folding into ESCOG in the future and has identified 8 projects for the region:
 - Buttermilk Infrastructure and Recreation Planning Initiative



- Visitor Connection Program
- Regional Recreation Capacity
- Eastern Sierra Campground Improvements
- Towns to Trails Plan
- Dispersed Camping Mitigation
- Vulnerability in California’s Eastern Sierra and GAP Analysis
- Eastern Sierra Scenic Byway Analysis

GO-Biz, the State of CA business development agency, recently established rural capacity positions with Derek Kirk as the regional representative for the Eastern Sierra, with more presence has come more potential funding and assistance for rural initiatives.

Tribal government initiatives include impending construction of a retail strip attached to a new gas station by the Bishop Tribe with dedicated space for four American Indian businesses; Tribes history of providing small loans to startups and alliance with statewide and national entrepreneurial support programs serving tribal members.

Coordination with the Mexican Consulate in providing support to Hispanic and Latinx communities for immigration and work permit compliance.

\$35 million for the California Dream Fund, which will provide micro-grants of up to \$10,000 to seed entrepreneurship and small business creation in underserved small business groups that are facing opportunity gaps, including communities of color, immigrant Californians, and Californians that speak limited English.

The City of Bishop is the Eastern Sierra regional hub of federal and state resources, staff, and offices.

Recommendations:

Formalize Connector culture. Much progress has been made (and should be celebrated!) over the past year and accelerated through the process of the SBRC business planning to connect the economic development efforts of the region. Strategies should be explored to sustain and build momentum. This can include expansion/or modification of the Working Group as an ad hoc Economic Development Partners Regional Working Group, establishing an Advisory Board for the SBRC with a broader regional mission, incorporating the activity into the ESCOG, or another.

Compile resources for regions’ Latinx and Hispanic Communities including assistance to access the California Dream fund. Ensure resources and navigators are available to BIPOC residents.

Forge ahead to complete CEDS. Funding is available through EDA and potentially through CERF (if approved for the application and regional designation) to prepare a CEDS. The Sierra Business Council has performed CEDS plans in nearby regions and is a potential option for preparing this plan.

Position SBRC and other regional efforts for CERF implementation funds.

Support other regional initiatives. Along with the numerous current initiatives in the region, there are opportunities to expand the Eastern Sierra’s role in innovation and business development in global priorities such as climate change and environmental protection and stewardship.



Finance

Having a robust offering of a variety of financial capital instruments in the region as well as technical assistance to guide and help secure funding for businesses provides key fuel for business startup and growth. To support a robust entrepreneurship ecosystem, communities want to see diverse and plentiful options that provide support from the idea stage through business, start, growth, and maturity. This is especially challenging in remote rural areas. However, regional partnerships and collaborations can supplement what is available locally.

Observations:

Regional Capital Summits are held annually in the region, organized by the regional SBDC based in Bakersfield. They are well attended and rotate between Inyo and Mono (virtual last 2 years).

A large number of PPP loans with diversity. Close to 300 Payroll Protection Loans were granted to businesses in Inyo County during the pandemic. These loans were processed for the largest and the smallest businesses in Inyo County - employment of 500 to sole proprietors. The volume and diversity assisted are reflective of a good connection with traditional lending institutions. Eastern Sierra Community Bank was noted through interviews as very active in the community.

Community Development Financial Institutions (CDFI). Several CDFIs are serving the area including - Accion Opportunity Fund based in San Jose and Access Plus Capital based in Fresno and Bakersfield. CDFIs provide flexible funding including microloans. Although CDFIs are technically serving the area, they do not appear to be “present” or involved in the community and as a result not known.

Appears to be a dearth or void of Microloans and access to alternative sources of capital in the region.

The region has a cluster of high net worth individuals, both residents and 2nd homeowners that could be a foundation for an angel investment pool. Regionally, there are active angel groups in Fresno, Truckee, and Sacramento. There is some interest locally in activating a group.

Financial acumen or readiness is low within some existing businesses. Training and mentorship could greatly improve this. If existing businesses have a better understanding of their financials, they would be more likely to qualify for traditional funding.

Recommendations:

Financial Readiness training and 1-1 assistance should be a major focus for any entrepreneurship effort including the SBRC.

Explore the establishment of a regional Microloan fund. Explore and evaluate the various options for starting a microloan program - EDA, CDBG, CERF implementation funds, Foundation Program Related Investment (PRI), etc. Interest was expressed in small amounts - \$10-100k with flexible terms for collateral and repayment.

Competitions and Incentive grants. To generate interest and buzz, competitions and competitive incentives can be used to encourage “ideation” in general and specifically to solve problems in specific sectors and be open to the general public or demographics for example, youth and/or American Indian.

Formation of Regional Angel Group. There has been interest expressed to explore the formation of an Angel group and/or Fund. Critical mass is important for both investors and deals. A regional approach including Mono County and perhaps Alpine as well is recommended. To start, connect with regional established groups and invite them into an organizational meeting for an Inyo/Mono group. From there explore co-investment opportunities, sponsor local competitions, encourage new investors to attend regional pitch competitions and angel training, and possible formation of a regional fund.



Cultivate relationships with current funding sources. Part of the navigator role is the cultivation of relationships and not necessarily duplication. There are resources for funding already technically serving the area. In some cases, it is about getting their attention to the opportunities in the region.

Culture

A culture that supports and celebrates small businesses and entrepreneurship is self-perpetuating. It is characterized by visible successes and encouragement of risk-taking and innovation. The essence of an entrepreneurial ecosystem is its people and the culture of trust and collaboration that allows them to interact successfully. An ecosystem that allows for the fast flow of talent, information, and resources helps entrepreneurs quickly find what they need at each stage of growth. As a result, the whole is greater than the sum of its separate parts.

Observations:

The region is overshadowed by LADWP land and water control. Even though the region is creative, innovative, and entrepreneurial, much of the conversation comes back to the realities which limit choices and opportunities.

Collaborative environment. “We’re in this together” mentality in the community and region, based on a history of geographic isolation and challenges.

Entrepreneurs helping entrepreneurs. Established and new business owners give of their time and expertise to new businesses and people exploring ideas.

An engaged community of “activists” working together to improve conditions for residents

Pride of the region and landscape, people visit, and they stay.

High percent American Indian population and fast-growing Hispanic/Latinx.

The American Indian population does not have a strong history in entrepreneurship and some barriers to small business ownership exist.

Hispanic/Latinx community is reluctant to utilize “traditional” business support services.

New people are coming, bringing \$\$, talent, and fresh perspective to the region:

- For recreation
- Small town atmosphere
- Trailing spouse - coming when a spouse is hired, often well-educated and experienced, and excellent prospects for starting businesses.
- Some conflict with the old families and the new people coming to the area

Recommendations:

Amplify success stories. Utilize all forms of media radio, paper, social media, websites, and blogs to amplify the successes of local businesses and human-interest stories. Highlight businesses and entrepreneurs located throughout the county (potentially region), large and small, well established and startups, culturally diverse from all sectors.



Engage a group of content creators for success stories. Gather individuals and organizations already doing some of this work and encourage sharing and collaboration. Funding for content creation or advertising dollars for media buys is important for a sustained effort.

Hold “cool” events and meetups. There is a strength to be found when business owners learn from each other and share challenges and wins. This type of sharing doesn’t appear to be happening within the region. Business owners shared an eagerness to meet with other business owners either one-on-one or in small groups. Being creative in the types of events, structure, participants, etc. will help draw out the trailing spouses and gig workers hiding in the community.

K-12 entrepreneurship and innovation activities and competitions. Organize and amplify activities in the schools that encourage innovation and entrepreneurship. Bring these into the SBRC, utilizing mentors and business owners to provide judging and support. Attract HS students to internship and apprenticeship programs with startups.

Solicit participation of leadership from the Tribe and Hispanic/Latinx Communities into SBRC and related activities to ensure maximum impact across the greater community.

Supports

The Supports domain encompasses the infrastructure needed to support business startup and growth including broadband, utilities, professional services, non-governmental organizations, networking, and support functions needed to support a healthy business sector, including people and institutions with knowledge and resources to help entrepreneurs.

Observations:

Limited professional service providers in the region including bookkeeping, accountants, and legal. Businesses go without and/or hire out of the area.

The SBDC based in Bakersfield is the primary go-to for people interested in starting or expanding businesses. They have a part-time consultant based in Mono County serving Inyo. Other consultants and training classes are offered online.

The Bishop Chamber of Commerce has over 300 members offers member mixers and has an active Board. They also manage the tourism efforts and have an active online presence.

There do not appear to be entrepreneur-orientated meetups or events in the region. There is a lack of basic training courses in business start, finance, marketing, planning.

Regionally, the Sierra Business Council is very active but is not providing direct services in Inyo County.

Owens Valley Career Development has linkages with regional entrepreneurship and business support initiatives serving tribal members based in Fresno and Sacramento. They have provided small loans along with the Tribe’s Economic Development Board to startup businesses. Access to this resource requires the completion of a business plan.

The Tribe is building a 4-unit strip mall connected to a new gas station for tribal member-owned and operated businesses.

Bishop Coworking is full of primarily permanent members and has suspended events through the pandemic.

Cerro Coso Community College offers a Certificate program in Entrepreneurship, however, does not appear to be recommended by SBDC or in high demand - an opportunity here.



Extensive potential mentor pool and a plethora of institutional knowledge amongst the retired population.

Inyo County is an epic landscape however, its remote location leads to distribution and supply chain challenges and access to basic services requires significant travel.

Bishop Airport is going through a major expansion with opportunities for ancillary business as well as improved access for business and movement of goods.

Digital 395 was a huge investment and promised transformative internet speeds, however, last-mile strategies are needed to get high-speed access to businesses and residents.

Cerro Coso Community College has a new campus with excellent facilities and an underutilized event center.

Commercial building stock has issues - old buildings, not up to code. There are extremely limited appropriately zoned properties for additional commercial development.

Housing is a huge issue with vacancy rates estimated at 0%.

K-12 Shark Tank was done currently inactive.

Recommendations:

Build Navigator program. Especially in rural communities where resources are scarce, it is critical to have a central point to collect, distribute and cultivate resources available to businesses. The central point in a community can then distribute and train other first points of contact.

Ombudsman/Navigator specifically trained to help small construction companies navigate the regulatory requirements to secure government contracts.

Intentionally engage regional entrepreneurs, business owners, and the retired community. Even though informal connections show tenacity and passion, they are often out of reach for people starting out. Establishing a pathway to have a conversation and expectations for both sides in a mentoring environment is advised.

Petition SBDC for staff and consultant resources. In the spirit of “build it and they will come”, SBDCs have been provided additional federal resources and responsibility to assist communities in pandemic recovery. They do respond to demand for services. It can be a primary role of the navigator point to drum up demand for SBDC services - in-person consulting and training - as restrictions permit.

Establish a relationship with PTAC for assistance in securing government contracts.

Work with business owners to prepare businesses for sale.

Create programs to tease out ideas and interests for the Tribe’s 4-unit strip mall. Operates as a mini incubator providing training, mentoring, and peer networking for support.

Promote Airport expansion to the business community for startup and expansion of ancillary services directly tied to increased traffic and the opportunity to move goods and people.

Support zoning to move businesses out of homes and provide incentives to improve commercial real estate.

Human Capital

The Human Capital domain looks at the composition of the labor force as well as the presence and alignment of the education systems to the entrepreneurial ecosystem - k-12, vocational and trades, community colleges, and 4-year institutions. We look to the labor force for talent that can help companies grow and leaders to start and grow companies.



Observations:

Job Spot, Education, and Job Resource Center recently opened its office, 3 doors down from the proposed home from the SBRC, and is a partnership with Cerro Coso Community College, Inyo County Office of Education, and Kern Adult Education Consortium. They offer English as a Second Language Program, High School Diploma, GED, and Adult Basic Education Programs. The office is staffed with extended hours and offers computer literacy and job posting services as well.

Cerro Coso Community College offers regular programming in areas such as Construction trades, Wildland Fire Certification, and business management and can try new programs.

Owens Valley Career Development Center offers access to Tribal members interested in construction trades and Solar Institute training in partnership with Cerro Coso Community College.

There is a lack of Management training and a desire to advance from within companies especially because of the housing shortages.

Business succession is a challenge but also an opportunity.

Evidence of underemployment. Example through the Bishop Climber Association showing a high level of advanced degrees and experience choosing to live in Inyo County for the lifestyle.

K-12 no apparent programming in Entrepreneurship and Innovation.

PACE Accelerator has priority to hire local contractors and/or employees.

Owens Valley Career Development funds a summer youth employment program where qualifying students' wages are paid.

Recommendations:

Use of Navigator role to maximize the use of what is already available, for example, job posting through Job Spot, training through Cerro Coso.

EDD/America's Job Center of California presence/located at the BRC. Consider using existing funding that comes to Inyo County through EDD specifically for this position so Inyo County citizens can have a fully functioning America's Job Center.

Combine efforts to create a comprehensive Internship and Apprenticeship program. OVDCDC, CCCC, and the Pace Accelerator initiatives. Could bring in interns from 4-year institutions if housing could be secured.

Incorporate business principles training for Construction trades education within the existing programs and as a stand-alone.

Catalyze K-12 Entrepreneurship and Innovation Programming. Could include speakers from the mentor pool in classes, inviting students to community networking events, supporting a pitch competition, internship opportunities with startups, etc.

Promote financial literacy training through Job Spot and OVDCDC.

Develop Management Training resources. Recruiting top talent for management positions within the region is difficult. Most businesses have chosen to combat this by growing their talent. Several business owners expressed a desire to outsource some of that training.

Post businesses for sale and provide wrap-around services to help individuals get trained and financed to take over successful regional existing businesses.



Leverage the resources of Cerro Coso Community College through promoting programs, adding value through access to regional mentors and business owners, holding events at the school, promoting dual enrollment with High School, etc.

Markets

The Markets domain includes early customers and networks that facilitate intersections for the interaction of people, ideas, and resources. Early customers provide sales opportunities and feedback for product and service improvement. Networks act as diasporas or think tanks for entrepreneurs where informal connections can lead to great things. Accessible onramps (or access points) to the Markets domain of the ecosystem are key so that anyone and everyone can participate.

Observations:

Entrepreneur networks are present but are informal.

Tourism is the historical emphasis for economic development.

Presence of base industry employers in manufacturing, energy, and some technology.

The area is a remote worker destination.

The preponderance of Mom and Pop businesses with the willingness to carry local and new products.

Mammoth Mountain and the region are major drivers for economic development.

Inyo County is a world-renowned climbing destination.

Significant investment and attention are being placed on Sustainable Recreation and focuses on:

- increase public lands experience in Eastern California,
- ecosystem health and fire resiliency,
- forest health and fuel reduction, and
- increase the resilience of National Forests and surrounding lands, including campground upgrades.

Opportunity for tourism-related merchandise: startup products around the outdoor industry, cool local swag, art, crafts, etc.

Opportunity for resident-oriented retail: General merchandise, furniture, and clothes.

Significant internet buying.

Airport-inspired business opportunities (e.g. ground transportation and other ancillary business).

The Eastern Sierra Pace and Scale Accelerator project is primarily to conduct NEPA for the Eastern Sierra Climate and Communities Resilience Project (ESCCRP). A 2nd goal of the Pace and Scale Accelerator is to build regional environmental planning capacity in partnerships with the Inyo National Forest. The ESCCRP is to implement fire resiliency efforts across 55,000 acres of the Inyo National Forest. This project presents workforce development opportunities for contractors to complete the work on the ground, as well as establish local biomass facilities to process the product coming off the forest.

The Whitebark Institute is in collaboration with ESCOG and the Pace and Scale Accelerator, with the vision to “facilitate applied research and education that enables and informs multidisciplinary environmental problem-solving.”

Opportunity in Construction, development, redevelopment, adaptive reuse industry sectors.



Recommendations:

Communicate what is already available. As discussed in the Culture section, locals and tourists need and want to know what is already available in communities. Highlight local products and services and where they can be found bringing attention to the retail stores carrying locally made products.

Bring in the “cool factor.” Entrepreneurs, students, and remote workers rarely respond to traditional events and marketing. Edgy, experimental content is the recommended path and there must be a willingness to try and fail.

Events should:

- Be intentional networking for organic connections
- Bring attention to cool stuff happening in the region
- Instigate and test nontraditional structures

Connect with Base industry companies for opportunities to grow businesses and sectors, which may result in:

- Navigators connect businesses to regional, state, and federal resources and opportunities (capital, technical assistance, contracts)
- Workforce development initiatives
- Events and meetups
- Success stories

Post Business opportunities. Expanding on what was discussed in the Human Capital section for existing businesses interested in selling, add brainstorming sections that are fueled with data to focus on business opportunities in:

- Resident retail and internet leakage
- Airport expansion
- Construction, Sustainable Recreation, and Environmental Services sectors
 - Could have a virtual “Planroom” that aggregates opportunities from regional projects - local public sector, Tribe, federal, nonprofit, etc.
 - For larger projects such as the Pace Accelerator, explore inviting interested individuals and firms to meet up to discuss the project and make connections
 - Explore matchmaking with larger regional firms to add capacity to local firms to bid on projects

Partner with Bishop Tribe for 4-unit strip:

- Have ideation exercise that may involve maker faire activity to tease out talent and interest
- Conduct intensive short program to ferret out feasibility
- Have finalists compete for a spot in Strip
- Provide ongoing incubation services for selected companies
- May consider 1 of 4 spaces as shared
- Have individuals not selected plugin with SBRC for ongoing support
- Work with Bishop Tribe to construct additional retail space



Business Plan ESSBRC

Vision: Grow Economy and Opportunities

The Eastern Sierra Small Business Resource Center (BRC) is a welcome center for the region’s businesses and entrepreneurs. Its vision is to directly support the business through access to knowledge and resources, networking, collaboration space, and enhancement of the region’s entrepreneurship ecosystems.

Goals & Objectives

Goal 1 – Improve opportunity for living wage employment in Inyo County and Eastern Sierra by developing new and existing businesses.

Goal 2 – Be a catalyst for the augmentation of the region’s entrepreneurship ecosystem.

Goal 3 – Establish a robust Navigator program and supplement existing Business Development Services to support entrepreneurs’ desire for knowledge and access to resources.

Goal 4 – Secure access to sufficient capital resources to fuel business startup and growth.

Goal 5 – Celebrate the region’s diversity and uniqueness through collaboration with the Tribes, Hispanic and Latinx communities.

Goal 6 – Advocate for all businesses and targeted market opportunities.

Goal 7 – Be an exemplary Partner, Collaborator, Leader, and Instigator on behalf of the Small Business and Entrepreneurial Community.

Facility



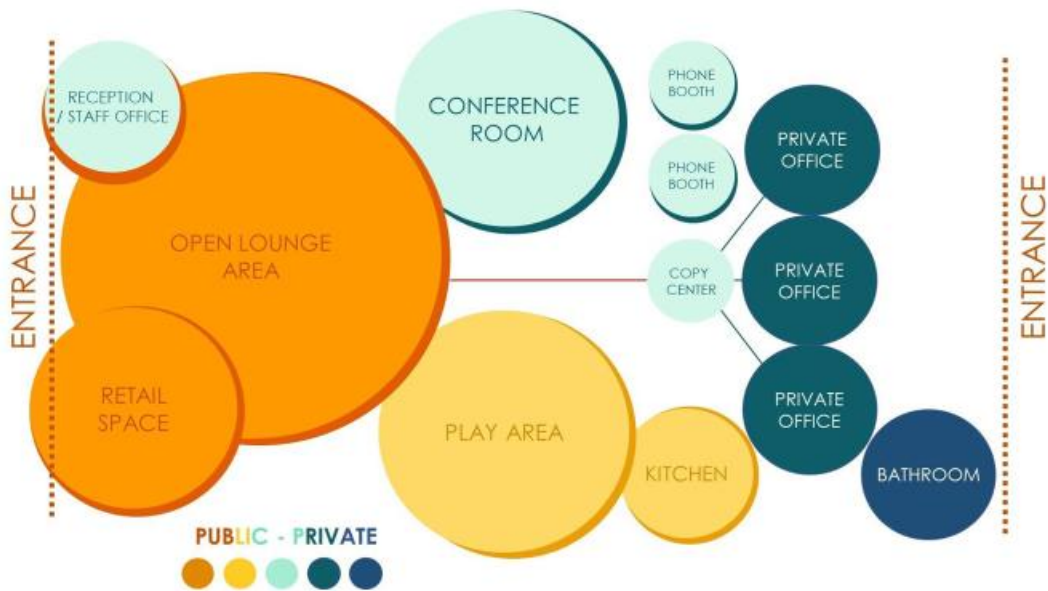
The location of the BRC is 269 N Main St. in Bishop, CA, former home of The Crafters Mall. The location is in an Opportunity Zone and was purchased by an investor who is making extensive renovations to the building.



A sub-committee of the Working Group is working with the Architect to craft the interior to accommodate the various desired uses for the building. Below is an early version of the “bubble diagram” with some initial space considerations. Inyo County has requested a Federal Budget Earmark for broadband connection to the Digital 395 backbone to service the building, high-quality technical equipment, and furniture and fixtures. Renovations are expected to be completed in 2022.



SIERRA BUSINESS DEVELOPMENT CENTER Adjacency Diagram



Overall Strategy + BRC Core

The BRC will serve as Inyo County’s Hub for business development, building regional collaborations, acting as an advocate and catalyst, and providing direct services.



Regional Collaborations	Advocate and Catalyst	Direct Services
<ul style="list-style-type: none"> • Bring together local interested parties; municipalities, counties, Tribes, Chamber, businesses, Education, workforce, industry, federal and state offices etc. through strategic collaboration. • Cultivate relationships with resource providers beneficial to businesses and BRC. • Leverage resources to enhance services to locals - SBDC, Microloans, PTAC, Investors, etc. 	<ul style="list-style-type: none"> • Communicate and celebrate areas success stories and entrepreneurial trials. • Create consistent and visible presence. • Tackle initiatives to enhance the entrepreneurial ecosystem. • Launch initiatives to grow economic sectors. • Participate in special projects that positively impact the region's economy. • Create formal partnerships with the Tribe and Mexican Consulate 	<ul style="list-style-type: none"> • Navigator Program • Events & Meetups • Business Development Services

Funnel Strategy

To realize the vision and goals of the BRC, one of the most effective strategies is to focus on creating a robust and healthy funnel of entrepreneurs. The funnel strategy in building entrepreneurial ecosystems is a well-accepted method to build culture and economic development results over time.

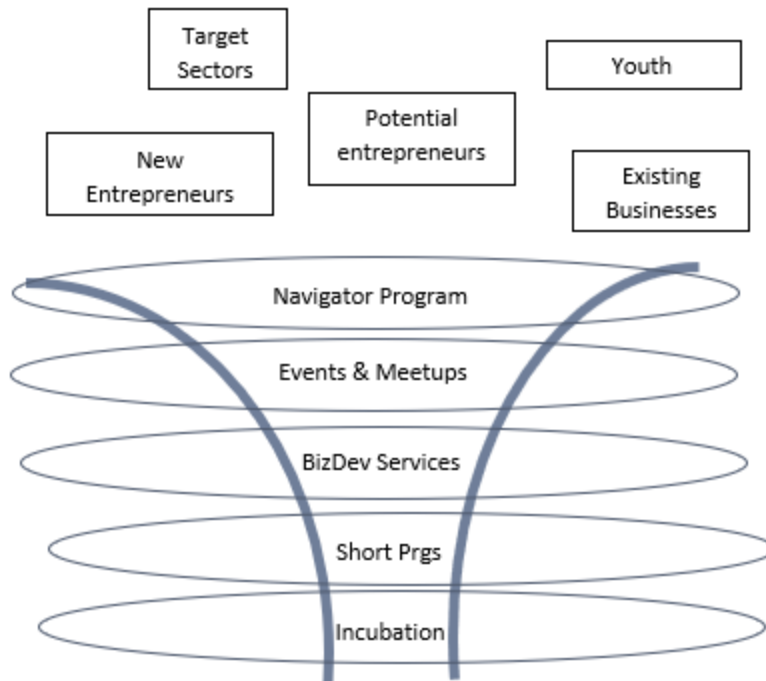
The funnel strategy focuses on developing a suite of resources and programs that:

- ❖ Inspires and introduces community members to innovation & entrepreneurship
- ❖ Attracts entrepreneurial individuals to the Business Resource Center and retains their engagement
- ❖ Builds a culture driven by the region's entrepreneurs

The BRC should attract a wide variety of individuals committed to the success of the region's entrepreneurs, including educators, community builders, investors, and more. The funnel itself focuses on how to attract entrepreneurs and support them along their journey, ultimately to business success and positive economic growth outcomes.

Ultimately, the funnel should provide programs to inspire, ideate, support and grow entrepreneurial ventures, from non-existent to the idea to seed to growth-stage ventures. A typical funnel might be comprised of the following programs:





Just like a sales funnel, the strategy is to bring aligned “leads” into the funnel and nourish them along their journey (with community, programs, and resources). A successful funnel creates community driven by its members and results in successful business launches and growth over time.

It often takes years to see robust results from programs launched to support entrepreneurs. By nature, entrepreneurship is a risky business. However, employing a funnel strategy ensures that the programs bring enough people in to:

1. build a robust, self-sustaining community and
2. create business launches and success stories

This proposed plan for the Business Resource Center leans heavily on the funnel strategy and references it often.

Navigator Program

Small businesses and entrepreneurs struggle to find access to knowledge and resources in a digestible and timely manner. As mentioned previously, people are at the center of a thriving ecosystem and Navigators are also people. They provide directions and suggestions along the way which unblock the flow for entrepreneurs into the funnel creating unimpeded onramps to the ecosystem. The Navigator program will:

- ❖ Identify Frontline Navigators
- ❖ Train Navigators
- ❖ Compile knowledge and resources for support
- ❖ Ensure outreach to underserved communities and offer resources in Spanish
- ❖ Track effectiveness and improve
- ❖ Remain current and visible



Key partners for this effort include the Frontline Navigators, regional, state, and federal resources (private, public and nonprofit). The Frontline Navigators represent the portal or frontline. These are the people, organizations, and agencies that entrepreneurs and small businesses approach for knowledge and access to resources. Although communities differ, the common local first points of contact include Chambers of Commerce, City and County governments (planning, zoning, business license, economic development), Banks, Accountants, Attorneys, Higher education, Workforce centers, Tribal economic development, Small Business Development Centers, Entrepreneurship support platforms, Coworking spaces, Incubators, Accelerators, etc.

The BRC will act as the lead to convene and support the Navigator program. Initial convenings of Frontline Navigators will inventory the knowledge and resources needed to support the ecosystem, for example, inventory of businesses in Inyo County, descriptions, and businesses for sale. The BRC can then focus on establishing tools for the Frontline Navigators such as contact lists, resource lists, descriptions and establish processes to disseminate information. Frontline Navigators must also be bilingual or have language resources on-hand to stay relevant with the community and promote equality and inclusivity. Both entrepreneurs' needs and Community resources continually evolve, and the Navigator program culture and systems should embrace this dynamic foundation.

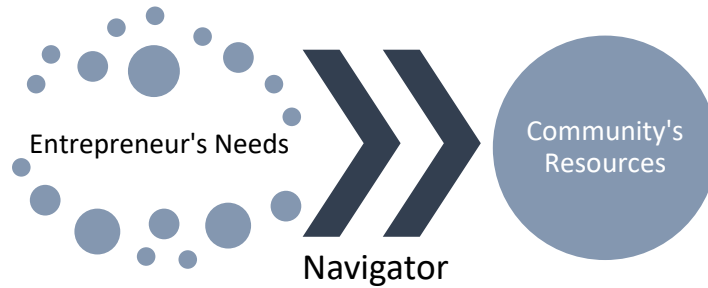
Entrepreneurs are the innovators, the creators, and the doers of a community. In a symbiotic relationship, an entrepreneur's vision and determination can help shape a community, and an entrepreneur's success can be a vitality indicator of the community's entrepreneurial ecosystem. As for rural communities, this relationship between entrepreneurs and their communities needs to be even stronger to overcome the shortfalls in resources, talents, and accessible information they experience in comparison to urban communities. The Kaufmann Foundation, the premier think tank on entrepreneurship and communities, describes the necessary elements of an ecosystem in the following manner.

"A thriving ecosystem includes these key elements:

- **Entrepreneurs** who aspire to start and grow new businesses, and the people who support entrepreneurs.
- **Talent** that can help companies grow.
- People and institutions with **knowledge and resources** to help entrepreneurs.
- Individuals and institutions that serve as **champions and conveners** of entrepreneurs and the ecosystem.
- **Onramps** (or access points) to the ecosystem so that anyone and everyone can participate.
- **Intersections** that facilitate the interaction of people, ideas, and resources.
- **Stories** that people tell about themselves and their ecosystem.
- **Culture** that is rich in social capital – collaboration, cooperation, trust, reciprocity, and a focus on the common good – makes the ecosystem come alive by connecting all the elements."²

² Entrepreneurial Ecosystem Building Playbook 3.0, Ewing Marion Kauffman Foundation, 2019, <https://www.kauffman.org/ecosystem-playbook-draft-3/ecosystems/>.





Vibrant and healthy entrepreneurial ecosystems include key elements such as culture, success stories, applicable resources, funding opportunities, but most importantly, navigators. Navigators are the bridge between communities and their entrepreneurs.

Communities have long understood the challenge of information flow and use a variety of strategies to address this problem. Common tools include comprehensive websites and State-supported hotlines. Where these efforts fall short is generally in the digestibility, completeness, and accuracy of information. The Small Business Administration recently established the Community Navigator Program (2-year program) and awarded 1-5M to 51 grantees to deploy the model, “The program, established by the American Rescue Plan Act of 2021, will use a community navigator approach to help small businesses, with a focus on those owned by veterans, women, and socially and economically disadvantaged individuals - including in rural and urban communities. The program is comprised of a lead “Hub” at the center of a network of “Spoke” organizations that deploy community advocates to work with small businesses during the economic recovery.”³ The SBA Pilot program will yield valuable learning and impact.

Establishing a robust, local program with a long-term commitment to learn and evolve will help ensure the BRC’s success. Ultimately, the program’s effectiveness is measured by the experience of entrepreneurs and the evolution of the ecosystem.

Activities Timeline

Key Activities	2022				2023				2024	2025	2026	Long Term
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Navigator	Identify Frontline Navigators											
	Convene											
	Build support resources											
	Promotion											
	Measure effectiveness											
	Continuous Improvement											

³ Community Navigator Pilot Program Frequently Asked Questions 10/28/21, U.S. Small Business Administration, <https://www.sba.gov/document/support-frequently-asked-questions-about-community-navigator-pilot-program>



Key Performance Indicators and Outcomes

		2022	2023	2024	2025	2026	Long Term Annual
KPIs							
Navigator Program	Frontline Navigators Trained						
	Resources compiled						
	Online portal established						
	System for updates established						
	Utilization measured						
	Client satisfaction measured						
Outcomes							
Navigator Program	# of Navigators	6-8	9-12	13-15	>15	>15	>15
	# of connections and referrals	~20	~100	~150	~200	~200	~200
	Client satisfaction ratings	65%	75%	85%	>90%	>90%	>90%

Events and Meetups

Events and Meetups are much what they sound like. They can take many forms, but in essence, they are a place for people to gather, meet new people, be inspired, and create culture organically. Events and Meetups are crucial to the top of the funnel, and therefore the funnel strategy as a whole. This is how communities attract new members, grow, and build an ecosystem capable of sustaining itself.

Events and Meetups should be targeted to a wide audience. Individuals in that audience can include aspiring and established entrepreneurs, technologists, support industries (legal, accounting, etc.), educators, community builders, investors, and more. The defining characteristic of those groups is that they are all interested in supporting the success and growth of the entrepreneurial ecosystem. Key partners will include other local organizations like local co-working spaces, the SBDC, the Chamber of Commerce, and Cerro Coso Community College.

The resources required for running events and meetups are straightforward and include:

- An organizer (or team)
- A marketing plan & budget
- Physical space, and sometimes food and drink (especially delicious local treats!)
- Prize money to pitch competitions.

The types of events and meetups that we recommend hosting include:



Networking Events	Targeted Meetups	Competitions or Pitch Events
<ul style="list-style-type: none"> •Audience: wide audience of all the archetypes that make up an entrepreneurial ecosystem. Including entrepreneurs, inventors, investors, service providers, educators and community builders. •Strategy: Attract entrepreneurial individuals to the BRC, build a culture of innovation and interaction. •How to: <ul style="list-style-type: none"> •Plan exciting speakers, events and activities that appeal to your target audience. •Market events to the wider community. •Build in plenty of time for facilitated mingling and interaction. •Provide clear ways to engage with the BRC. 	<ul style="list-style-type: none"> •Audience: a targeted group of people interested in a subject matter area or particular industry. These individuals can be actively involved in said subject, in a support role, or just curious. •Strategy: Reach out into a segment of interest in the region. (space exploration? sustainable recreation?) Attract individuals that aren't typically attracted to "entrepreneurship" but would be rich additives to the ecosystem. •How to: <ul style="list-style-type: none"> •Bring in leaders in the selected space as speakers, or informal meet and greets •Weave in themes of innovation & entrepreneurship among the larger theme. •Encourage interaction between guests and BRC members. 	<ul style="list-style-type: none"> •Audience: engaged members of the entrepreneurial community, many early in their journey. Also, members of the wider ecosystem interested in learning about and supporting the new entrants into the community. •Strategy: Engage entrepreneurs and inspire competition with the end goal of helping everyone move their ideas and businesses forward. •How to: <ul style="list-style-type: none"> •Pitch events provide an opportunity for fledgling entrepreneurs to get their feet wet, practice sharing their story and interacting, and introduce them to the larger community. •Market to innovators & entrepreneurs. Run workshops and consulting sessions to help them prepare and bring them into the BRC. •Host a big event and give prize money!

Examples of Events & Meetups in other communities:

- Examples of Networking Events:
 - Cal Poly Center for Innovation & Entrepreneurship Forums
 - Example of networking event
 - <https://www.youtube.com/watch?v=U435jujD4IE>
 - <https://cie.calpoly.edu/event/may-forum-2022/>
 - Sacramento's Startup Happy Hour:
 - <https://startupsac.com/startupsac-happy-hour/>
- Example of a Targeted Meetup
 - Cal Poly MedTech Speaker Series
 - <https://cie.calpoly.edu/medtech-speaker-series/>
 - <https://youtu.be/i7U2hoGm94g>
 - <https://youtu.be/5NvnGG5AiU0>
- Example of a pitch events
 - Cal Poly Elevator Pitch Competition
 - <https://cie.calpoly.edu/prepare/elevator-pitch-competition/>
 - Sac State Spark Pitch Event
 - <https://www.csus.edu/center/carlsen/center-spotlights/spark-venture-competition.html>



Activities Timeline

		2022				2023				2024	2025	2026	Long Term
Key Activities		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Events and Meetups	Networking Events												
	Targeted Meetups												
	Competitions and Pitch Events												

Key Performance Indicators and Outcomes

		2022	2023	2024	2025	2026	Long Term Annual
KPIs							
Events & Meetups	Networking Events Held						
	Partner organizations or businesses engaged						
	Competition Prize Money Established						
	Long term event sponsors established						
	Targeted industries established						
Outcomes							
Events & Meetups	# of Events	3-6	7-12	13-15	>15	>15	>15
	# of Attendees	~20	~100	~150	~200	~200	~200
	Partner organizations or businesses engaged	2-4	6-8	8-10	>10	>10	>10

Business Development Services

Business Development Services is an incredibly important piece of the overall strategy in launching a successful BRC. These services can vary widely, but all are in place to teach entrepreneurs basic business skills and support the growth of their businesses, often in a targeted or one-to-one manner. In the context of the funnel strategy, these services and programs are key in helping the entrepreneurs that make it into your funnel learn, grow and continue to build their businesses.

The audience for these programs is primarily entrepreneurs, from the beginning to later stages of launching their businesses. This is part of the core value of the Business Resource Center and what will ultimately keep entrepreneurs engaged and coming back to be a part of the community. The Small Business Development Center will be a critical partner in providing worthwhile services. A robust mentorship network will also be crucial.

The resources required for these services include:

- SBDC expansion
- BRC staffing to:
 - manage programs
 - build & manage mentorship network
 - aggregate opportunities



The types of business development services that will be crucial to the Business Resource Center include:

Financial Readiness Training	Business Basics Workshops	SBDC Consulting Services
<ul style="list-style-type: none"> • FRT includes Training and 1-1 support to entrepreneurs and small businesses to assist in: <ul style="list-style-type: none"> • Preparation of realistic financial projections, • Educate on types of funding, pros and cons of various options, and • Financial management • Audience: Idea stage to startup and existing business owners. • Strategy: Ensure that new businesses in the region have the knowledge and tools for financial success. • How to: <ul style="list-style-type: none"> • Host workshops • One on one training (via SBDC) • Partnerships with local banking institutions. 	<ul style="list-style-type: none"> • Business Basics Workshops cover common topics that most new or small business owners face. • Audience: Idea stage to startup and existing business owners. • Strategy: Provides learning opportunities via information presentation from experts AND peer to peer learning with the audience sharing their experiences and strategies • How to: <ul style="list-style-type: none"> • Host small group workshops 	<ul style="list-style-type: none"> • In partnership with the SBDC, the BRC can provide one on one consulting and assistance on an ad hoc basis. • Audience: Startup and existing business owners. • Strategy: Provide direct, personalized assistance for the businesses in the community. • How to: <ul style="list-style-type: none"> • engage with startups and existing businesses that are beyond the idea stage. • engage with the SBDC to create a client relationship with the business owners • SBDC consultants work one on one with businesses to support in the areas they need it the most.

Examples of Business Development Services in other communities:

- Financial Readiness Training
 - SLO SBDC's QuickBooks 101 Workshop
 - (scroll down) <https://sbdc.calpoly.edu/workshopsandwebinars/>
 - <https://www.youtube.com/watch?v=SD-v-LJfIKQ>
- Business Basics Workshops:
 - SLO SBDC Coffee & Conversation
 - <https://sbdc.calpoly.edu/coffee-conversation/>
 - <https://sbdc.calpoly.edu/event/coffee-and-conversation-12/>
 - Sac State's Virtual Entrepreneurship Toolkit Series
 - <https://www.csus.edu/center/carlsen/build-with-carlsen-center/virtual-toolkit-series.html>
- SBDC Consulting Services:
 - <https://sbdc.calpoly.edu/>
 - <https://sbdc.calpoly.edu/consulting/>



Activities Timeline

		2022				2023				2024	2025	2026	Long Term
Key Activities		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Business Development Services	Financial Readiness Training												
	Business Basics Workshops												
	SBDC Consulting Services												

Key Performance Indicators and Outcomes

		2022	2023	2024	2025	2026	Long Term Annual
KPIs							
Business Development Resources	Financial Trainers Engaged						
	Local Speakers Engaged						
	SBDC Services fully established						
	Mentor network established						
	Client satisfaction measured						
Outcomes							
Business Development Resources	# of coaching sessions	baseline SBDC +15%	baseline + 20%	baseline + 30%	baseline + 30%	baseline + 30%	baseline + 30%
	# of connections and referrals	~20	~100	~150	~200	~200	~200
	Client satisfaction ratings	65%	75%	85%	>90%	>90%	>90%

Initiatives and Special Projects

Beyond the core functions of the BRC, initiatives and special projects will be pursued based on priority, opportunity, and capacity. Priority refers to the importance of the health of the ecosystem is providing a fertile ground for company launch and growth. Opportunity refers to the likelihood of success based on many factors including potential funding, the interest of partners, complexity, etc. Capacity refers to the capacity of the BRC, which is to be determined (TBD) at this point until resources are identified. Several initiatives and special projects surfaced during the study. They are evaluated here based on these key considerations.

Capital Resource Development initiative

Priority: High

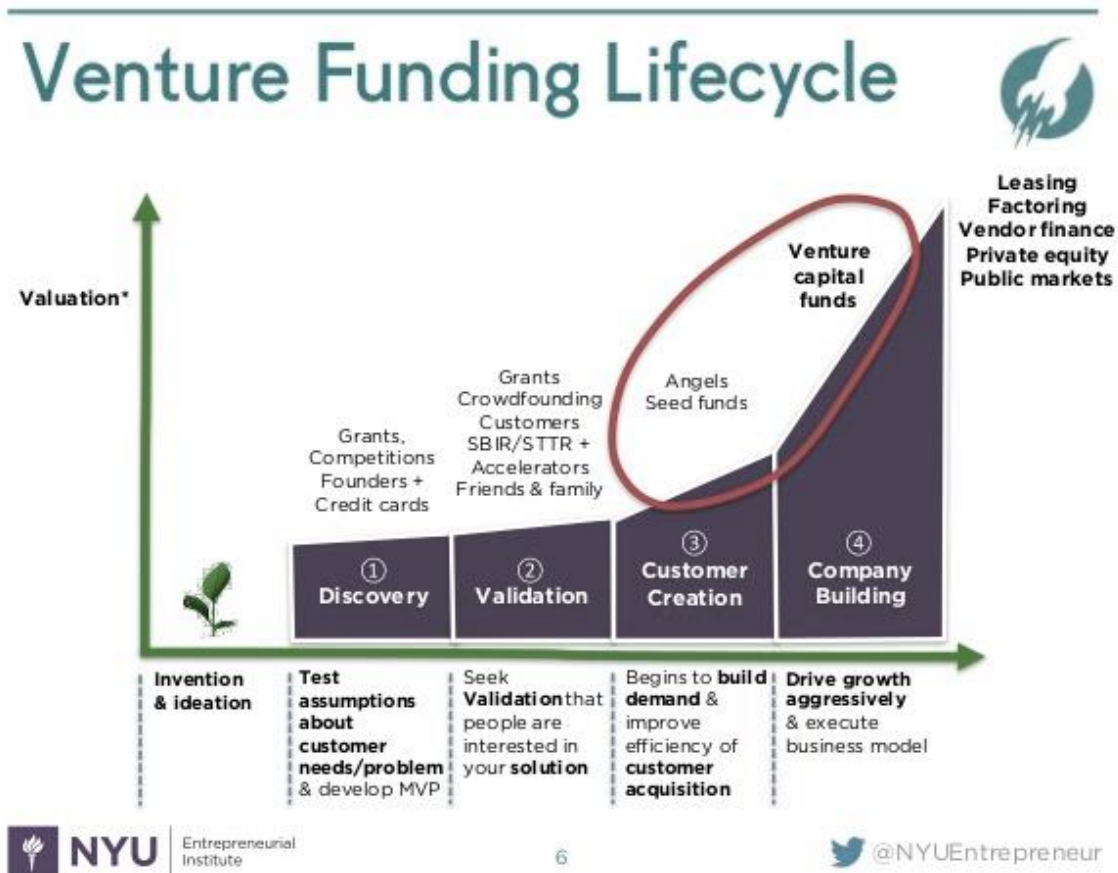
Opportunity: Medium to low short-term; Medium to high long-term

Capacity: TBD

Capital is the lifeblood of small businesses. Access to a variety of capital instruments from microloans to traditional banking instruments to investment capital all serves to fuel companies at various stages of their



lifecycle.



Rural areas have a special challenge presenting the necessary financing choices within their ecosystems. For that reason, it is important to cultivate relationships with regional providers and look for opportunities to build or enhance offerings locally, for example, SBC managed microloan pool serving Tahoe. The BRC will serve in the role of the connector to regional resources and advance knowledge of the breadth and utility of resources available for Inyo County businesses. For entrepreneurs and small businesses, this means access to the right capital at the right time with the right conditions. The foundation of this effort is to make available financial readiness preparation which is a core component of the BRC Core Business Development Services. Fostering relationships with regional providers is a BRC Core Regional Hub function. Capital Resource Development as a BRC initiative will initially focus on cultivating the local investment community and microloan fund.

Development of Angel Network

Inyo and Mono County are home to many high net worth individuals both as full-time and part-time residents. “Resort rural” communities have a special chance to engage successful professionals, entrepreneurs, and high net worth families who come to the area to enjoy the natural beauty and recreation opportunities in the entrepreneurship ecosystem. These individuals generally have experience in larger markets and are familiar with investment activities and structures, pitch events, and mentoring. They enjoy the opportunity to get involved in their communities, meet people with similar interests and backgrounds, and be involved with building the local ecosystem. They also have invaluable networks that can provide benefits to the region’s



entrepreneurs. The Angel Capital Association describes the value of Angels to the entrepreneurship ecosystem in several ways:

Economic factors:

- “Prolific: Angel investors support up to 90% of outside equity raised by startups (after friends and family)
- High Impact: estimated \$25B in 70,000 companies each year
- Jobs: Over a 25-year period, firms younger than five years accounted for all the net new jobs in the U.S.
- Economic growth: Research shows that the largest growth comes from high-growth, innovative startups, the kind angels fund

Entrepreneurs Count on Angels for:

- Business mentoring, monitoring, and guidance
- Critical connections for customers, additional funders, and acquirers
- Beyond funding, exit experience and strategies”⁴

Angel Networks start with a core group of interested individuals gathering to look at deals. Angel Networks are operating in nearby communities – Fresno, Bakersfield, Sacramento, and the Tahoe region. An initial meeting will be held with a group assembled by local businessperson and philanthropist Sam Walker with representatives from Regional Angel Groups to provide insights into their lessons learned and explore collaboration. If the group decides to move forward decisions on the process will be made. Possible options include:

- BRC can assist with vetting regional “deals” to bring forward to the Inyo/Mono group in a private pitch event
- Group can set up the intake and regular vetting process including social pitch events
- BRC and the SBDC can host an AngelCon event – provides deal structure and due diligence training for investors as well as cultivates entrepreneurs for presentation
- Group can partner with SBDC and BRC for regional Capital Conference to include a pitch event and entrepreneurs training in investment preparedness
- Group can co-sponsor idea stage competitions
- Group can co-invest with other regional Angel groups
- Group can establish an investment and/or microloan fund
- Group can engage with Angel Capital Network for support

Investment capital is a part of the “capital stack” critical for entrepreneurs of a certain type or industry and stage of growth. Also known as risk capital, the availability of an organized local group of investors will fuel company start and growth and greatly strengthen the entrepreneurship ecosystem.

Examples:

- San Luis Obispo started the Cal Poly Center for Innovation and Entrepreneurship (CIE) and the Small Business Development Center (SBDC) in 2010-11. These efforts served to organize and ignite the entrepreneurial ecosystem. Angel investors lived in and visited the area but were not organized until these efforts were spawned. Shortly after CIE and SBDC started, SLO Seeds was formed as an Angel

⁴ <https://www.angelcapitalassociation.org/about-aca/>



Group. SLO Seeds has been an active group since that time. The addition of AngelCon (<https://sbdc.calpoly.edu/angelcon/>) within the past five years has further amplified the options for entrepreneurs.

- Telluride, Co is home to many high net worth individuals whose value as mentors and investors lead to the start of the Telluride Venture Accelerator (TVA) in 2012. TVA was formed to activate the regional ecosystem and served as a vetting tool for local investors. Concurrently, several investors and the Telluride foundation formed the Telluride Venture Fund (<https://tellurideventurefund.com/>). TVF funds TVA companies, regional companies, and those outside the area in industry sectors consistent with the partner’s experience and interest, for example, the outdoor industry. TVF created a microloan fund and supports other capital formation activities in the region.

Angel Network Activities Timeline

	Key Activities	2022				2023				2024	2025	2026	Long-term
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Capital Resource Development - Angel Network	Initial Meeting		■	■									
	Pitch event				■				■	■	■	■	■
	Competitions for idea stage					■	■			■	■	■	■
	Establish intake, vetting process and regular meetings				■	■							
	Annual Capital Conference/AngelCon event			■		■		■		■	■	■	■
	Regional fund										■		

Microloan Fund

Microloans and microfinance have their history in developing countries and were used as a tool to help alleviate poverty through entrepreneurship. Over time and especially in the US microloans have become a vital element to the capital stack. Generally, they are small amounts <50k, with flexible terms – often payments deferred for an initial period, low-interest rates, and relaxed collateral requirements. Microloan programs are offered through CDFIs and similar nonprofit lending institutions and economic and community development-orientated nonprofit organizations. The federal government has seed funds available to support Microloan programs through USDA, EDA, SBA, and CDBG (Dept of Commerce). Seed funds are also available through private donors, foundations, and in some cases state legislatures. Microloans can be open to all types of businesses and individuals or utilized to target specific groups or industries.

Regional and statewide CDFIs include Inyo County in their geography for Microloan products, however, there does not appear to be activity or awareness among the small business community. As a first step, the BRC will cultivate relationships with existing providers (part of BRC Core activities) and attempt to fill the gap. Over time any gaps and opportunities will become evident and the BRC may elect to establish a regional fund. This fund is initially recommended to provide small loans of 10-50k (may go higher based on discovery) and be a generalized fund to support business launch and growth. The region the BRC will serve is small in population and pursuing



any federal funds to seed this effort is not advised at first. Starting with a privately funded PRI (program-related investment) with Foundation, Corporate or individual funding is advised. As demand develops, federal seed funds may be sought.

Microloan Fund Activities Timeline

	Key Activities	2022				2023				2024	2025	2026	Long-term
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Capital Resource Development - Microloan fund	Activate relationship with current providers of Microloans												
	Establish PRI funded regional Microloan program												

Doubling down on filling out the capital stack is paramount to the condition of the ecosystem. Angel or investment capital and Microlending are two key components the BRC can impact.

Key Performance Indicators and Outcomes

		2022	2023	2024	2025	2026	Long Term Annual
	KPIs						
Capital Resource Development	Group formalized with regular meetings, intake and due diligence						
	Private and public pitch events are held						
	Investments made						
	Regional Fund established						
	Existing Microloan providers active in community						
	Regional Microloan program established						
	Outcomes						
Capital Resource Development	#investor meetings w/businesses	1-10	11-20	21-30	>30	>30	>30
	\$ Investments made	50,000	100,000	200,000	>200,000	>200,000	~300,000+
	#connections to existing microloan providers	1-10	11-20	21-30	>30	>30	>30
	\$ Microloans existing and new fund	25,000	50,000	150,000	>150,000	>150,000	>150,000

Climate Innovations Cluster Initiative

Priority: Medium to start because of capacity; High long-term

Opportunity: High

Capacity: TBD

Public and private investment to slow Climate change and mitigate anticipated or realized impacts is exploding. Projects and dollars are flowing in from all sectors – public, corporate, foundations, and individuals. Alex Daniels of The Chronicle of Philanthropy recently reported in connection with the UN meeting in Glasgow on Climate change that Foundation investment in climate change-related investments is soaring. Investment focuses include; securing land rights and conserving forest land, food-system transformation, and landscape restoration,



entrepreneurs working on technologies to remove or reduce carbon emissions, reducing methane emissions, and developing renewable energy.⁵

Inyo and Mono counties are seeing this investment trend and are poised to attract more. The Climate Innovations initiative intends to maximize the long-term impact of these dollars flowing into the community through encouraging company formation and increasing the capacity of existing companies to win contracts. The cluster was described in the market opportunities section and includes the following:

- Forestry and Fire – restoration, mitigation, and fuels treatment
- Natural Resource management – alternative energy solutions and desert ecosystem preservation
- Sustainable Recreation – construction and tourism
- Environmental Science – planning, problem-solving, and consulting

The initiative can be launched through the following actions and resources;

- Information, Communication, Networking, and Collaboration – The BRC will serve as an aggregator and promoter of regional opportunities including;
 - Establishment of Advisory Committee for the effort to include relevant federal and state agency representatives, municipalities, county governments, nonprofits, and private sector representatives.
 - Central Repository or “planroom” - a “library” where businesses can view bidding documents for projects seeking project proposals or bids. Expanding on the [CAL FIRE Forest Health Online Project Map](#).
 - Networking events for people interested in opportunities for jobs, partnerships, or bidding.
 - Promote and support convenings and meetups for Industry groups.
- Technical Assistance – partnering with Procurement Technical Assistance Centers (PTAC), SBDC, and Cerro Coso Community College to provide training in regulatory and business areas such as NEPA, Bid proposals, costing, management of federal and state contracts, etc.
- Advocacy – Along with the Advisory Committee, advocate for the region’s relevance and capacity to be a think tank for climate innovation.
- Specialized Platforms – Bootcamps and Accelerators to attract, fund and build companies in the cluster.

⁵ <https://apnews.com/article/climate-technology-business-united-nations-philanthropy-1bd5462022f094472f61cef51adab3b9>



Activities Timeline

	Key Activities	2022				2023				2024	2025	2026	Long Term
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Climate Innovations Cluster	Establish Advisory Committee												
	Advocacy												
	Technical Assistance												
	Industry meet-ups and convenings												
	Bootcamps and Accelerators												

Key Performance Indicators and Outcomes

	KPIs	2022	2023	2024	2025	2026	Long Term Annual
Climate Innovations Cluster	Advisory Committee formed						
	Central Repository created						
	Industry meetups and convenings held						
	Robust technical assistance resources available						
	Bootcamps and Accelerators offered						
	Outcomes						
Climate Innovations Cluster	# jobs increase in focus areas	6-8	9-12	13-15	>15	>15	>15
	# of connections and referrals	~10	~15	~20	>20	>20	>20
	# companies increase in focus areas	1	2	2	2	2	2
	Increased sales in focus industry over base year	10%	20%	30%	40%	50%	10%/year over 2026

AINA (American Indian/Native Alaskan) Initiative

Priority: High

Opportunity: High

Capacity: BRC and Tribe TBD

The initiative recognizes the opportunity to work with the regions’ Tribes to bolster entrepreneurship. Inyo County has a concentration of AINA (American Indian/Native Alaskan) population and an opening to forge a unique partnership to accomplish Tribal and regional economic goals. The plan described in this section should be regarded as a proposal to be discussed and adapted in partnership with the Bishop Paiute Tribe (“The Tribe”).



Population by Race/Ethnicity, Inyo County

Race/Ethnicity	2010	2016	Percent of Total in 2016		2010 to 2016 7-year Change	
			County	California	County	California
White alone	12,442	11,733	64.0%	38.4%	-5.7%	-1.8%
Hispanic or Latino	3,310	3,867	21.1%	38.6%	16.8%	10.8%
American Indian alone	1,855	1,969	10.7%	0.4%	6.1%	-11.0%
Black or African American alone	176	179	1.0%	5.6%	1.7%	-0.3%
Asian alone	255	222	1.2%	13.7%	-12.9%	12.7%
Native Hawaiian and Pacific Islander	0	34	0.2%	0.4%	0.0%	5.7%
Other/Multiple	267	322	1.8%	3.1%	20.6%	53.5%

Source: U.S. Census Bureau, ACS 5-Year Estimates

Source Credit: The Center for Economic Development at CSU, Chico, and the Rural County Representatives of California

The Tribe has recently completed construction of a new gas station and convenience store on the 395 Corridor and plans to build a 4-unit commercial strip. These units are designated for Tribal businesses and the BRC can play an important role in working with the Tribe to inspire members to develop their ideas, business plans and establish a vetting system to choose then support new companies.

Starting with ideation exercises in both the High School and community, then applying the funnel strategy, the Bishop Tribe and BRC can arrive at 4 quality business opportunities to local in the commercial strip. The events and programs can be open to people outside the Tribe which provides a double benefit to the community, builds critical mass for the programs, and provides networking for team formation, mentoring, and collaboration. The elements in the funnel strategy recommended include:

Ideas and Business Models	Selection	Support
<ul style="list-style-type: none"> • Have ideation exercise(s) and Design Thinking workshops. These can involve maker activity - prototyping, use of 3D printers, laser cutters. Objective is to inspire ideas and develop prototypes. • Conduct intensive short program(s) to ferret out business models and determine feasibility. (Bootcamps, Startup Weekends, etc.) 	<ul style="list-style-type: none"> • Through the short programming individuals will be encourage to compete for a spot in the Strip. • Selection should include presentation to a committee of entrepreneurs and business developers that can add value. • May want to consider 1 of 4 spaces as shared and rotate many companies into a "popup" space. 	<ul style="list-style-type: none"> • Provide ongoing incubation services for selected companies comprised of milestone driven intensive business development coaching and monitoring. • Have individuals not selected plugin with BRC for ongoing support • Work with Tribe to construct additional retail space



This same model can be replicated for other competitions the Partners (Tribes and BRC) may want to consider, the addition of new space and/or considering the 4 unit space as an Incubator model with a Graduation component where successful companies “graduate” out into other space leaving room for the next crop of entrepreneurs.

Activities Timeline

Key Activities	2022				2023				2024	2025	2026	Long-term
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Ideation and Design Thinking activities												
Business Model short programs												
Competition/Selection												
Incubation												
Additional Space and/or competitions												

Key Performance Indicators and Outcomes

KPIs	2022	2023	2024	2025	2026	Long Term Annual
Ideation and Design Thinking workshops conducted						
Business model short programs conducted						
4 Businesses selected (could be greater if shared space offered)						
Incubation services provided						
More competitions are held						
Outcomes						
#participants in DT and Ideation workshops	30	40	50	>50	>50	>50
#participants in short programs	10	15	20	>20	>20	>20
#NA business starts		4	4	4	4	4
#jobs created		6	8	>8	>8	>8

Special projects

The BRC can participate in or spearhead special projects that fit into the mission from time to time as capacity permits. Two projects discussed during the Study were an Internship and Apprenticeship program and the Bishop Airport expansion.

Internship & Apprenticeship Program

Discussions regarding the preference and need to grow your own workforce led to an interest in creating an Internship and Apprenticeship project. The participants would be both youth and adults looking to start or change career paths and would also apply to succession planning, which is an escalating challenge for the



region. The key partners on the project are; Job Spot; Cerro Coso Community College, Inyo County Office of Education Adult Ed program, School Districts, and the Tribe. The project would differ from corporate and government programs by allowing participants to gain experience with startup and growth companies, focus industries, and companies looking to transition ownership. In turn, employers can test out the fit of a potential hire. This is especially important when the employee pool is limited, and employers are looking to hire based more on personal traits rather than experience. While an important project, the BRC may not be the right fit to lead it, potentially acting as an intermediary with companies it is actively working with.

Bishop Airport expansion

Expansion of the Bishop airport to accommodate commercial air service for the region and replace the Mammoth Airport for flights with seat guarantees is a clear opening for economic growth in Inyo County. United Airlines relocated in the fall of '21, temporary structures are being erected for passenger accommodation and transportation companies and a new terminal is slated for 2026. The BRC can work with the County Airport authority and the SBDC to identify and communicate business opportunities while cultivating locals to respond.

Economics

Activities Timeline

The Activities Timeline compilation shows activity starting in Q1 2022 prior to completion of the building;

- Begin to identify the Frontline Navigators
- Start talking about the BRC with introductory Meetup
- Start cultivating relationships with Resource providers
- Capture information needs from Frontline Navigators and information on resources
- Hold SBDC Training

Staff is expected to be hired at mid-year and activities ramp up at that point with full staff in place at the beginning of 2023 with the anticipation of grant funding.



	Key Activities	2022				2023				2024	2025	2026	Long Term
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Navigator	Identify Frontline Navigators												
	Convene												
	Build support resources												
	Promotion												
	Measure effectiveness												
	Continuous Improvement												
Events and Meetups	Networking Events												
	Targeted Meetups												
	Competitions and Pitch Events												
Business Development Services	Financial Readiness												
	Business Basics Workshops												
	SBDC Consulting Services												
Capital Resource Development - Angel Network	Initial Meeting												
	Pitch event												
	Competitions - idea stage												
	Establish intake, vetting process, and regular meetings												
	Annual Capital Conference/AngelCon												
	Regional fund												
Capital Resource Development - Microloan fund	Activate relationship with current providers of Microloans												
	Establish PRI funded regional Microloan program												
Climate Innovations Cluster	Establish Advisory Committee												
	Advocacy												
	Technical Assistance												
	Industry meetups and convenings												
	Bootcamps and Accelerators												
AINA (American Indian/Native Alaskan)	Ideation and Design Thinking activities												
	Business Model short programs												
	Competition/Selection												
	Incubation												
	Additional Space and/or competitions												



KPIs and outcome measurements

Key Performance Indicators and outcome measures have been estimated for the BRC Core activities and Initiatives. They are 5-year and long-term estimates. The outcome measures are based on the experience of other startups BRC similar efforts. It will be important to modify, adjust, monitor, and track these outcomes to suit the needs of the Community, Governing body, and Funders.

		2022	2023	2024	2025	2026	Long Term Annual
Navigator Program	KPIs						
	Frontline Navigators Trained						
	Resources compiled						
	Online portal established						
	System for updates established						
	Utilization measured						
	Client satisfaction measured						
	Outcomes						
Navigator Program	# of Navigators	6-8	9-12	13-15	>15	>15	>15
	# of connections and referrals	~20	~100	~150	~200	~200	~200
	Client satisfaction ratings	65%	75%	85%	>90%	>90%	>90%
		2022	2023	2024	2025	2026	Long Term Annual
Events & Meetups	KPIs						
	Networking Events Held						
	Partner organizations or businesses engaged						
	Competition Prize Money Established						
	Long term event sponsors established						
	Targeted industries established						
	Outcomes						
Events & Meetups	# of Events	6-8	9-12	13-15	>15	>15	>15
	# of Attendees	~20	~100	~150	~200	~200	~200
	Partner organizations or businesses engaged	2-4	6-8	8-10	>10	>10	>10
		2022	2023	2024	2025	2026	Long Term Annual
Business Development Resources	KPIs						
	Financial Trainers Engaged						
	Local Speakers Engaged						
	SBDC Services fully established						
	Mentor network established						
	Client satisfaction measured						
	Outcomes						
Business Development Resources	# of coaching sessions	baseline SBDC +15%	baseline + 20%	baseline + 30%	baseline + 30%	baseline + 30%	baseline + 30%
	# of connections and referrals	~20	~100	~150	~200	~200	~200
	Client satisfaction ratings	65%	75%	85%	>90%	>90%	>90%



		2022	2023	2024	2025	2026	Long Term Annual
	KPIs						
Capital Resource Development	Group formalized with regular meetings, intake, and due diligence						
	Private and public pitch events are held						
	Investments made						
	Regional Fund established						
	Existing Microloan providers active in the community						
	Regional Microloan program established						
	Outcomes						
Capital Resource Development	#investor meetings w/businesses	1-10	11-20	21-30	>30	>30	>30
	\$ Investments made	50,000	100,000	200,000	>200,000	>200,000	~300,000+
	#connections to existing microloan providers	1-10	11-20	21-30	>30	>30	>30
	\$ Microloans existing and new fund	25,000	50,000	150,000	>150,000	>150,000	>150,000

		2022	2023	2024	2025	2026	Long Term Annual
	KPIs						
Climate Innovations Cluster	Advisory Committee formed						
	Central Repository created						
	Industry meetups and convenings held						
	Robust technical assistance resources are available						
	Bootcamps and Accelerators offered						
	Outcomes						
Climate Innovations Cluster	# jobs increase in focus areas	6-8	9-12	13-15	>15	>15	>15
	# of connections and referrals	~10	~15	~20	>20	>20	>20
	# companies increase in focus areas	1	2	2	2	2	2
	Increased sales in focus industry over the base year	10%	20%	30%	40%	50%	10%/year over 2026

		2022	2023	2024	2025	2026	Long Term Annual
	KPIs						
AINA (American Indian/Native Alaskan)	Ideation and Design Thinking workshops conducted						
	Business model short programs conducted						
	4 Businesses selected (could be greater if shared space offered)						
	Incubation services provided						
	More competitions are held						
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AINA (American Indian/Native Alaskan)	#participants in DT and Ideation workshops	30	40	50	>50	>50	>50
	#participants in short programs	10	15	20	>20	>20	>20
	#NA business starts		4	4	4	4	4
	#jobs created		6	8	>8	>8	>8



Staffing

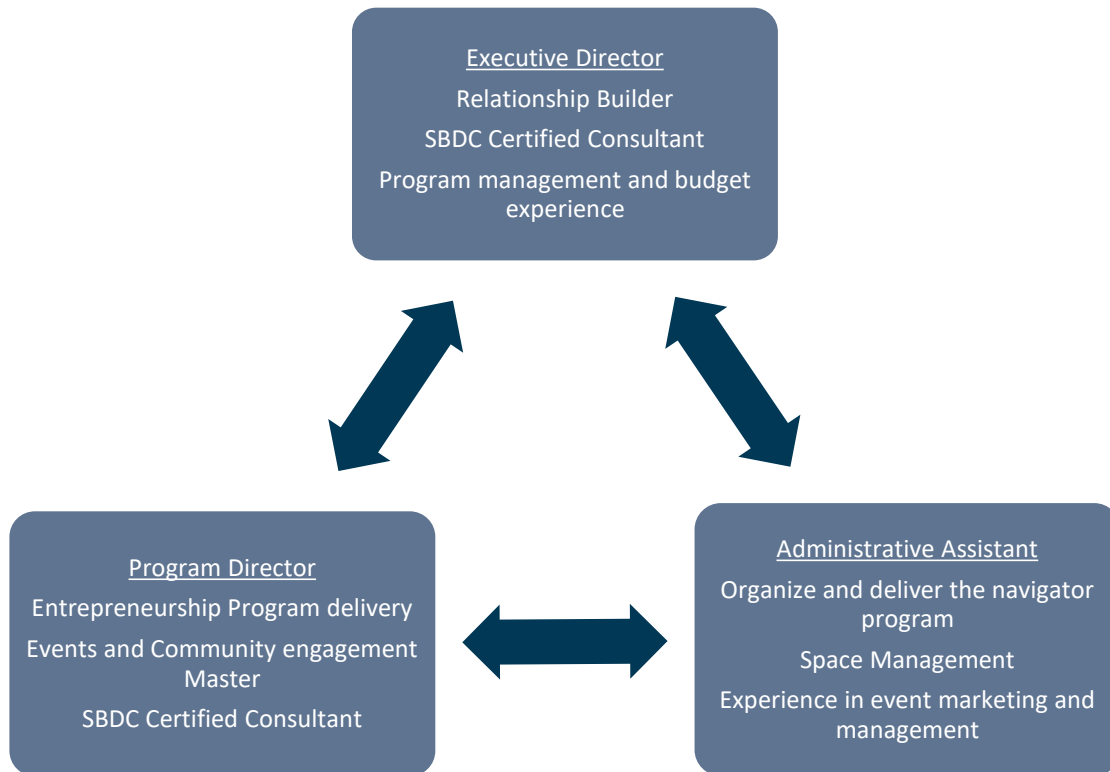
It is assumed the staff will be employed by the county through the first 1.5 years until 2023 in anticipation of CERF funding availability. There will be three full-time staff at the BRC at capacity. The Executive Director and Administrative Assistant will be hired at mid-year 2022, the Program Director in 2023.

The Executive Director (ED) as the lead for the organization will be Chief Relationship Builder focusing on building relationships with the existing business community, startup community, community at large, Cerro Coso Community College, The Tribe, School Districts, Focus Industries regionally and beyond, local, regional, state and federal governments and organizations, etc. It is critical that this leader is authentic and passionate and is driven to instigate the entrepreneurship ecosystem with the long view to positively impact the region's economy and improve citizens' standard of living. The ED must embrace Diversity, Equity, and Inclusion (DEI) principles and practice a leadership style of collaboration and empowerment.

The Program Director is the Chief of Delivery. It is their role to offer fun and exciting events that engage the broader community as well as high-intensity business development programming. They should exemplify creativity and courageous risk-taking - an out-of-the-box thinker. At the same time, the PD needs to deliver reliability and consistency within budgets.

The Administrative Assistant in Chief of Organization, managing expectations for the BRC users and embodying principles of Customer Service. They will manage the space and all that goes on there, and with the PM manage social media and promotions.

Also, to note, regarding equity and inclusion, staffing at the BRC should keep in mind the needs of their residents and provide adequate language services and bilingual navigators.



Financial Plan

Income for the BRC includes:

- Rental of a dedicated desk and drop-in memberships for Partner organizations and is priced similar to Bishop Coworking. Regional resource partners should be encouraged to obtain memberships to support the BRC and provide them with a space to operate and network from in Bishop.
- Sponsorships for events and operations
- Government support including Inyo County support of building and SBDC support of some staffing. Funding will be pursued from USDA to cover the 2022-23 deficit and other government and philanthropic funding for 2024 and beyond.

Expenses for the BRC include:

- Staffing – 3 positions
- Professional services assume the County would cover accounting and insurance requirements through 2023. Beyond 2023 the budget assumes the BRC may operate independently and contract out accounting and be required to have an audit. Some legal fees are budgeted for legal entity establishment if required.
- Events assume 3 events in 2022 and 1 per month starting in 2023 and beyond
- IT assumes website development in 2022 and a revamp in 2024. Other expenses such as software, phone, and IT support are contained in this category.
- Consumables assume a limited need for photocopying, postage, and similar.
- Travel and Meetings recognizes the need to have facetime for the staff with regional, state, and national connections and peers.
- Building Services contains the costs associated with the building much of which are undetermined at this time.



BRC 5-Year Financials

	2022	2023	2024	2025	2026
Income					
<i>Rental Income</i>	\$ 11,022	\$ 20,023	\$ 24,824	\$ 24,825	\$ 24,826
<i>Sponsorship Income</i>	\$ 5,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000
<i>Government Grants and Contributions</i>	\$ 15,550	\$ 31,638	\$ 32,739	\$ 33,896	\$ 35,111
Total Income	\$ 31,572	\$ 64,661	\$ 70,563	\$ 71,721	\$ 72,937
Expenses					
<i>Staffing</i>	\$ 62,500	\$ 188,125	\$ 197,531	\$ 207,408	\$ 217,778
<i>Professional Services</i>	\$ 500	\$ -	\$ 15,700	\$ 10,700	\$ 10,700
<i>Events & Marketing</i>	\$ 2,700	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600
<i>IT</i>	\$ 8,000	\$ 7,200	\$ 12,200	\$ 7,200	\$ 7,200
<i>Consumables</i>	\$ 900	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800
<i>Travel & Meetings</i>	\$ 2,500	\$ 3,000	\$ 5,750	\$ 5,750	\$ 5,750
<i>Building Services*</i>	\$ 4,800	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600
Total Expenses	\$ 81,900	\$ 213,325	\$ 246,181	\$ 246,058	\$ 256,428
<i>Income minus expenses</i>	\$ (50,328)	\$ (148,665)	\$ (175,618)	\$ (174,336)	\$ (183,491)

*Rent and maintenance not included

The Working Group explored sustainability options among those are; establishing a county-wide business license and charging for services and space rental. The priority for the next steps in pursuing grant funding is to sustain the operation for the first three years while developing expertise and refinement of the business model.

Plan for Long Term Expansion

The BRC will be fully staffed and operational in 2023. This plan laid out activities as part of the core function and initiatives. It should be expected that actual activities will sway, and pivot based on what the BRC discovers as it activates in the community as well as how the larger world changes. Being flexible and adaptive is key. For the BRC core, the long term looks much the same as the first 5-years, just better and experimental. For the initiatives, it is expected that momentum will be gained and the BRC will be poised to go deeper and drive bigger impacts, described below.

Capital Resource Development consists of Angel Networks and Microloan. As the Angel Network forms and gains momentum investors may consider establishing a Fund with priorities complementary to the economic development goals of the region. The BRC may be very involved in the establishment and management of a Fund or just benefit from it. Shorter-term, the BRC can choose to play an active role in vetting deals for the Angel group. There are benefits, challenges, and implications to these levels of engagement which the BRC and the Angel group will consider as this initiative moves forward.

The Focus Industries initiative doubles down on the location of the BRC being the economic and governmental hub of the Eastern Sierra region. The investment in Climate change and continued impacts necessitates an explosion in innovation. For the first 5-years, the BRC plan attempts to capture more of this activity for the economic benefit of the community. Long-term, the region can become a living think tank in this sector. The



BRC should consider a special focus on Acceleration and follow-on Incubation programs to capture and nurture innovations and business opportunities.

The AINA initiative has the opportunity to be an exciting ongoing robust program. The goals and resources of the 2 Partners – The Bishop Tribe and BRC, appear to be right in alignment. Starting with the 4-unit strip will allow the Partners to “date” and to test the market’s interest in the proposed programming. If all goes well, this collaboration can lead to more startups and growth AINA companies, utilizing the funnel approach to nurture companies through into business incubation and successful graduation.





County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of September 6, 2022.

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 - 9/23/2022
Final Approval - 9/23/2022



County of Inyo



County Administrator - Economic Development

TIMED ITEMS - NO ACTION REQUIRED

MEETING: September 27, 2022

FROM: County Administrator

SUBJECT: Presentation on Upgrades to inyocountyvisitor.com

RECOMMENDED ACTION:

Request Board receive presentation on recent updates to the Inyo County Visitor website.

SUMMARY/JUSTIFICATION:

Lone Pine Chamber of Commerce received grant funding last year through the County's Community Project Sponsorship Program (CPSP) to make updates to the Inyo County Visitor website. Chamber Executive Director Kathleen New and Julie Faber of Alpen Arete Consulting brainstormed on much needed site content, combing through the site and making content updates where needed and also making a concerted effort to expand the site.

Among the major upgrades are:

- A Google map that shows all campgrounds in Inyo County on one map:
<https://inyocountyvisitor.com/camping/>
- A StoryMap, created in ArcGIS. It's a long-content editorial that walks visitors through the different towns and attractions throughout Inyo County. Writer Gigi de Jong took a road trip and interviewed locals from each area to get the voice right, to truly differentiate the communities. It's a true showcase piece:
<https://inyocountyvisitor.com/a-world-in-one-county/>

The Chamber and Ms. Faber are asking to make a presentation to the Board to highlight these new features.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

Lone Pine Chamber of Commerce

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis

Created/Initiated - 9/21/2022

Darcy Ellis

Final Approval - 9/21/2022



County of Inyo



County Administrator

TIMED ITEMS - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Meaghan McCamman

SUBJECT: Approval of Program of Work Known as "ESCOG: Community Economic Resiliency Fund Pilot Project"

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-37, titled, "Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving Program of Work to Be Known as the 'ESCOG: Community Economic Resiliency Fund Pilot Project,'" and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The ESCOG Joint Powers Agreement (JPA) requires the ESCOG to obtain specific authorities from its member agencies to receive funding or conduct certain project work via resolution of the ESCOG Board and secondly by resolution of the member agency boards. Based on exceptional opportunities associated with the Community Economic Resiliency Fund (CERF) program, and in response to input and general direction among member agencies and regional management, the ESCOG Board has adopted a resolution establishing a Program of Work to be known as the ESCOG: Community Economic Resiliency Fund Pilot Project. The ESCOG Board is requesting your Board adopt the attached resolution empowering the ESCOG to commence the program of work.

The CERF will provide a \$5,000,000 planning grant for regional economic development planning in the Eastern Sierra subregion, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties, to be focused on economic resilience, equity and transitioning to carbon neutrality. Once the Eastern Sierra Region's CERF planning process is complete, the region will be eligible to apply for \$500 million in competitive funding for implementation of the Eastern Sierra Region's Regional Plan, with invitations for project solicitations anticipated to be announced in Winter 2023.

The Sierra Business Council (SBC) submitted an application to serve as the "convener" of the CERF program for the Eastern Sierra subregion. As part of their application, the SBC allocated \$250,000 to the ESCOG to coordinate participation in the CERF for local jurisdictions and community organizations. The ESCOG is unable to receive this funding absent approval of the attached resolution by the Board and all member agencies.

Staff has met with regional managers to ensure these authorities would serve to build economic development capacity for the region, and expand and not duplicate the individual efforts of the member agencies. Staff has incorporated the feedback of regional managers into the attached resolution. Specifically, regional management requested the resolution constrain the scope of the ESCOG authorities to receiving funding for and participating

in the CERF and CEDS opportunities until such a time that those strategic plans are finalized, at which point the ESCOG shall return to request additional authorities for strategic regional implementation.

Concurrent to these activities, Inyo County is serving as the lead agency to create a Comprehensive Economic Development Strategy (CEDS) to include Inyo and Mono Counties. The development of the CEDS is a mandatory prerequisite to access certain EDA funding sources, and the ESCOG can serve to coordinate the implementation of defined elements of the regional CEDS and serve as a funding source for defined EDA or other related grants. The attached resolution also requests authorities for ESCOG to participate in the development of the CEDS regional economic development strategy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The ESCOG Board has adopted a resolution establishing a Program of Work to be known as the ESCOG: Community Economic Resiliency Fund Pilot Project. The ESCOG Board is requesting your Council adopt the attached resolution empowering the ESCOG to commence the program of work.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve the resolution. This is not advised, as it would prevent ESCOG staff from participating in the CERF and receiving \$250,000 from the CERF planning grant to serve as a local coordinating agency.

OTHER AGENCY INVOLVEMENT:

Eastern Sierra Council of Governments and member agencies

FINANCING:

None.

ATTACHMENTS:

1. ESCOG Staff Report
2. Inyo County Resolution for ESCOG CERF Pilot Program
3. ESCOG Resolution
4. Presentation

APPROVALS:

Meaghan McCamman	Created/Initiated - 9/15/2022
Darcy Ellis	Approved - 9/19/2022
Leslie Chapman	Approved - 9/20/2022
Nate Greenberg	Approved - 9/20/2022
John Vallejo	Approved - 9/20/2022
Amy Shepherd	Approved - 9/21/2022
Darcy Ellis	Approved - 9/21/2022
Meaghan McCamman	Final Approval - 9/21/2022



STAFF REPORT

To: Inyo Honorable Inyo County Board of Supervisors

From: Elaine Kabala, ESCOG Staff

Subject: Consideration to Adopt a Resolution of the Eastern Sierra Council of Governments to Establish a Program of Work to be Known as the "ESCOG: Community Economic Resiliency Fund Pilot Program"

Meeting date: September 20, 2022

Prepared on: August 30, 2022

Attachments: A) Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving a Program of Work to be Known as the "ESCOG: Community Economic Resiliency Fund Pilot Project"

BACKGROUND/HISTORY:

The ESCOG Joint Powers Agreement (JPA) requires the ESCOG to obtain specific authorities from its member agencies to receive funding or conduct certain project work via resolution of the ESCOG Board and secondly by resolution of the member agency boards. Based on exceptional opportunities associated with the Community Economic Resiliency Fund (CERF) program, and in response to input and general direction among member agencies and regional management, the ESCOG Board has adopted a resolution establishing a Program of Work to be known as the ESCOG: Community Economic Resiliency Fund Pilot Project. The ESCOG Board is requesting your Council adopt the attached resolution empowering the ESCOG to commence the program of work.

The CERF will provide a \$5,000,000 planning grant for regional economic development planning in the Eastern Sierra subregion, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties, to be focused on economic resilience, equity and transitioning to carbon neutrality. Once the Eastern Sierra Region's CERF planning process is complete, the region will be eligible to apply for \$500 million in competitive funding for implementation of the Eastern Sierra Region's Regional Plan, with invitations for project solicitations anticipated to be announced in Winter 2023.

The Sierra Business Council (SBC) submitted an application to serve as the “convener” of the CERF program for the Eastern Sierra subregion. As part of their application, the SBC allocated \$250,000 to the ESCOG to coordinate participation in the CERF for local jurisdictions and community organizations. The ESCOG is unable to receive this funding absent approval of the attached resolution by the Board and all member agencies.

Staff has met with regional managers to ensure these authorities would serve to build economic development capacity for the region, and expand and not duplicate the individual efforts of the members agencies. Staff has incorporated the feedback of regional managers into the attached resolution. Specifically, regional management requested the resolution constrain the scope of the ESCOG authorities to receiving funding for and participating the CERF and CEDS opportunities until such a time that those strategic plans are finalized, at which point the ESCOG shall return to request additional authorities for strategic regional implementation.

Concurrent to these activities, Inyo County is serving as the lead agency to create Comprehensive Economic Development Strategy (CEDS) to include Inyo and Mono Counties and the development of the CEDS is a mandatory prerequisite to access certain EDA funding sources, and the ESCOG can serve to coordinate the implementation of defined elements of the regional CEDS and serve as a funding source for defined EDA or other related grants. The attached resolution also requests authorities for ESCOG to participate in the develop of the CEDS regional economic development strategy.

BUDGET IMPACTS:

None.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends your Board adopt the Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving a Program of Work to be Known as the “ESCOG: Community Economic Resiliency Fund Pilot Project”

RESOLUTION No. 22-

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING A PROGRAM OF WORK TO BE KNOWN AS THE “ESCOG: COMMUNITY ECONOMIC RESILIENCY FUND PILOT PROGRAM”

WHEREAS, on January 7, 2020, the Eastern Sierra Council of Governments convened as an established Joint Powers Authority as ratified by the votes of the governing bodies of its individual Member Agencies, understanding that it is necessary and desirable for the Eastern Sierra Council of Governments as a Joint Powers Authority to speak and to function on behalf of the region and to collectively identify and deliver opportunities to benefit the interests of Member Agencies’ constituents; and

WHEREAS the Member Agencies agreed that the creation of a regional Joint Powers Authority that functions as a separate and discreet legal entity from individual Member Agencies would enable the Eastern Sierra Council of Governments to maximize and take advantage of opportunities for the region; and

WHEREAS, the Eastern Sierra Council of Governments Joint Powers Authority (ESCOG) was organized to (1) provide a forum for discussion and study of regional issues of interest to the Member Agencies; (2) identify and plan for the solution of identified regional issues requiring multi-governmental cooperation; (3) facilitate actions and agreements among the Member Agencies for specific project development; (4) conduct other region wide functions as Member Agencies deem appropriate; and

WHEREAS, the ESCOG was further organized to identify and apply for funding resources and to apply for and receive funding for the planning and implementation of Programs of regional impact or significance, and to implement such Programs, upon approval of the governing bodies of each Member Agency; and

WHEREAS, the State of California Governor’s Office of Business and Economic Development and the Office of Planning and Research have established an unprecedented \$600 million regional economic development initiative known as the Community Economic Resilience Fund (CERF), which will provide a \$5,000,000 planning grant for regional economic development planning in the Eastern Sierra subregion, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties, to be focused on economic resilience, equity, and transitioning to carbon neutrality; and

WHEREAS, once the Eastern Sierra Region’s CERF planning process is complete, the region will be eligible to apply for \$500 million in competitive funding for implementation of the Eastern Sierra Region’s Regional Plan, with invitations for project solicitations anticipated to be announced in Winter 2023; and,

WHEREAS, The Rural County Representatives of California (RCRC) has received a grant from the federal Economic Development Administration (EDA) and is working with Inyo County as the lead agency to create a Comprehensive Economic Development Strategy (CEDS) to include Inyo and Mono Counties. The development of the CEDS is a mandatory prerequisite to access certain EDA funding

sources. The ESCOG can serve to coordinate the implementation of defined elements of the regional CEDS and serve as a funding source for defined EDA or other related grants; and

WHEREAS, Member Agencies will benefit from collective and enhanced collaboration on economic development projects such as those to be defined in the CERF planning effort and the regional CEDS and through regional approach to accessing other State and Federal program to support regional infrastructure, housing solutions, climate resiliency, sustainable recreation, and workforce development; and

WHEREAS, the constituents of the Member Agencies will benefit from funding opportunities to implement economic development activities of regional scope and significance through the authority of the ESCOG.

NOW THEREFORE, BE IT RESOLVED by the Inyo County Board of Supervisors as follows:

Section 1. That ESCOG be empowered to commence a program to be known as the “ESCOG: Community Economic Resiliency Fund Pilot Program” be established and pursued by the Eastern Sierra Council Government using its Joint Powers Authority.

Section 2. That, in executing the “ESCOG: Community Economic Resiliency Fund Pilot Program,” ESCOG be empowered to carry out the actions and activities enumerated in Sections 2, 3, and 4 of Resolution No 2022-12 of the ESCOG Board of Directors, which is attached hereto as Exhibit A.

APPROVED AND ADOPTED THIS ____ day of _____

Dan Totheroh, Chairman
Inyo County Board of Supervisors

ATTEST:

Darcy Ellis, County Clerk

RESOLUTION No. 2022-12

**RESOLUTION OF THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
TO ESTABLISH A PROGRAM OF WORK TO BE KNOWN AS THE “ESCOG:
COMMUNITY ECONOMIC RESILIENCY FUND PILOT PROGRAM” AND TO SEEK
APPROVAL FROM MEMBER AGENCIES FOR THIS WORK**

WHEREAS, on January 7, 2020, the Eastern Sierra Council of Governments convened as an established Joint Powers Authority as ratified by the votes of the governing bodies of its individual Member Agencies, understanding that it is necessary and desirable for the Eastern Sierra Council of Governments as a Joint Powers Authority to speak and to function on behalf of the region and to collectively identify and deliver opportunities to benefit the interests of Member Agencies’ constituents; and

WHEREAS the Member Agencies agreed that the creation of a regional Joint Powers Authority that functions as a separate and discreet legal entity from individual Member Agencies would enable the Eastern Sierra Council of Governments to maximize and take advantage of opportunities for the region; and

WHEREAS, the Eastern Sierra Council of Governments Joint Powers Authority (ESCOG) was organized to (1) provide a forum for discussion and study of regional issues of interest to the Member Agencies; (2) identify and plan for the solution of identified regional issues requiring multi-governmental cooperation; (3) facilitate actions and agreements among the Member Agencies for specific project development; (4) conduct other region wide functions as Member Agencies deem appropriate; and

WHEREAS, the ESCOG was further organized to identify and apply for funding resources and to apply for and receive funding for the planning and implementation of Programs of regional impact or significance, and to implement such Programs, upon approval of the governing bodies of each Member Agency; and

WHEREAS, the State of California Governor’s Office of Business and Economic Development and the Office of Planning and Research have established an unprecedented \$600 million regional economic development initiative known as the Community Economic Resilience Fund (CERF), which will provide a \$5,000,000 planning grant for regional economic development planning in the Eastern Sierra subregion, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties, to be focused on economic resilience, equity, and transitioning to carbon neutrality; and

WHEREAS, once the Eastern Sierra Region’s CERF planning process is complete, the region will be eligible to apply for \$500 million in competitive funding for implementation of the Eastern Sierra Region’s Regional Plan, with invitations for project solicitations anticipated to be announced in Winter 2023; and,

Exhibit A

WHEREAS, The Rural County Representatives of California (RCRC) has received a grant from the federal Economic Development Administration (EDA) and is working with Inyo County as the lead agency to create a Comprehensive Economic Development Strategy (CEDS) to include Inyo and Mono Counties. The development of the CEDS is a mandatory prerequisite to access certain EDA funding sources. The ESCOG can serve to coordinate the implementation of defined elements of the regional CEDS and serve as a funding source for defined EDA or other related grants; and

WHEREAS, Member Agencies will benefit from collective and enhanced collaboration on economic development projects such as those to be defined in the CERF planning effort and the regional CEDS and through regional approach to accessing other State and Federal program to support regional infrastructure, housing solutions, climate resiliency, sustainable recreation, and workforce development; and

WHEREAS, the constituents of the Member Agencies will benefit from funding opportunities to implement economic development activities of regional scope and significance through the authority of the ESCOG.

NOW THEREFORE, BE IT RESOLVED by the Eastern Sierra Council of Governments as follows:

Section 1. That a program to be known as the “ESCOG: Community Economic Resiliency Fund Pilot Program” be established and pursued by the Eastern Sierra Council Government using its Joint Powers Authority.

Section 2. That the “ESCOG: Community Economic Resiliency Fund Pilot Program” provides for ESCOG to coordinate and engage with regional economic development opportunities in collaboration with Member Agencies through the State of California’s “Community Economic Resiliency Fund” Planning Phases (CERF) and the development of the region’s “Comprehensive Economic Development Strategy” (CEDS); receive funding to participate in regional economic development planning efforts that have already been funded by agencies outside of the region, including the state of California’s CERF and the completion of a CEDS funded by the federal Economic Development Administration; and support and build upon the economic development efforts of Member Agencies that promote economic development efforts to enhance the region’s economic resilience and prosperity. Member agency funding for such work is subject to approval by each agency.

Section 3. The authority of the ESCOG to participate or receive funding shall expire at the completion of the planning phase of the CERF, at which point the ESCOG will request additional authorities for implementation of the economic development strategies if deemed appropriate by the ESCOG Board and the member agencies.

Section 4. That, in carrying out the these activities, the ESCOG is empowered under the “ESCOG: Community Economic Resiliency Fund Pilot Program” to apply for and administer grants and other sources of revenue; to participate in regional economic

Exhibit A

development planning efforts; specifically the CERF and the CEDS; engage in any actions already authorized by the ESCOG Joint Powers Agreement, including the securing of appropriate levels of insurance; and take any other actions reasonable related to its pursuit of the above mentioned activities; provided, however, that the "ESCOG: Community Economic Resiliency Fund Pilot Program" shall not be authorized to incur debt that is not otherwise secured by the Program's identified revenue. Member agency funding to support such work is subject to approval by each agency and action by the ESCOG shall not obligate members financially.

Section 5. That representatives of the four ESCOG jurisdictions return to their respective governing bodies to seek and secure support for the necessary approvals from each member agency for the ESCOG to pursue this important work.

APPROVED AND ADOPTED THIS 12th day of August, 2022 by the following vote:

AYES: Chair John Wentworth, Vice Chair Dan Totheroh, and Board Members Karen Schwartz, Stacy Corless, Bob Gardner, Jeff Griffiths, and Lynda Salcido

NOES:

ABSTAIN:

ABSENT: Board Member Jim Ellis

ATTEST: Angela Plaisted
Clerk

John Wentworth
John Wentworth (Aug 15, 2022 15:22 PDT)
John Wentworth
Chairperson










Resolution 2022-12 Econ Dev ESCOG CERF Pilot Program_FINAL

Final Audit Report

2022-08-15

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ESCOG: Community Economic Resiliency Fund - *Pilot Program*

Eastern Sierra Council of Governments

August 15, 2022

Time Sensitive Economic Opportunities for the Region

- STATE Funds: “Community Economic Resiliency Fund”
- FED Funds: “Comprehensive Economic Development Strategy”



Time Sensitive Economic Opportunities for the Region

- STATE Funds: “Community Economic Resiliency Fund”
- FED Funds: “Comprehensive Economic Development Strategy”
 - These Opportunities Come with Funding for ESCOG
 - Pilot Program: Anticipated Duration 2 - 3 Years
 - No Additional Costs to Member Agencies
 - All Four ESCOG Members Must Vote to Approve





STATE: “Community Economic Resiliency Fund (CERF)”



What is CERF?



- A one-time use of State general funds that will distribute \$600 million to regions across California to support inclusive and low carbon economic development.
- Emphasis on ‘inclusive’ planning, sustainable industries, and high quality jobs.
- Planning Phase (Phase 1) - Planning grants of \$5 million each to establish and support at least one collaborative per region.
- Implementation Phase (Phase 2) - \$500 million in rolling, competitive implementation grants.
- Inyo and Mono Counties included within the Eastern Sierra subregion.



Process and Timeline



- July 25, 2022 - Planning Phase Solicitation Period Closes



- September 2022 - Grantees are chosen and contracting process begins
- October 2022 - Finalize contracts with Planning Phase awardees
- Fall 2022

- Release Implementation Phase Draft Guidelines for Public Comment and host Draft Guidelines Workshops
- Release CERF Tribal Funding Opportunity Draft Guidelines and host Draft Guidelines Workshops



- Winter 2023
 - Release Implementation Phase Solicitation
 - Release CERF Tribal Funding Opportunity Solicitation

- Winter 2024
 - Planning Phase encumbrance deadline
 - Planning Phase expenditure deadline



CERF Convener



SIERRA
/////////
BUSINESS COUNCIL

- \$5 million planning grant: funds a Convener, Fiscal Agent, Coordinator, and High Road Collaborative.
- Convener is lead; organizes inclusive group to form High Road Collaborative, hires locally-based coordinator.
- Sierra Business Council submitted application to serve as Convener for the Eastern Sierra.
- Proposal to bifurcate eastside and westside communities for more granular economic development strategy.
- Proposed \$500,000 for Eastern Sierra relationship building including \$250,000 to Eastern Sierra Council of Governments





FED: “Comprehensive Economic Development Strategy (CEDS)”



What is CEDS?



- A “Comprehensive Economic Development Strategy (CEDS)” for the Eastern Sierra Region
- Mandatory requirement to access funds through the federal “Economic Development Administration (EDA)”
 - Manufacturing facilities
 - Broadband
 - Business and industrial parks with fiber optic cable
 - Water and sewer systems improvements
 - Industrial parks; business incubator facilities
 - Skill-training facilities



What is CEDS?



- The Rural County Representatives of California (RCRC) has received a grant from the EDA
- Working with Inyo County as the lead agency to create a CEDS to include Inyo and Mono Counties.
- The ESCOG can coordinate the implementation of the regional CEDS and serve as a funding conduit for defined EDA or other related grants.



Approval of the Resolution is necessary to receive proposed funding for the ESCOG and to authorize the following activities:

- ESCOG to coordinate and engage with regional economic development opportunities in collaboration with Member Agencies through the CERF Planning Phase as well as the Inyo County led CEDS process
- ESCOG to receive funding to participate in the CERF Planning Phase
- Authorities granted to the ESCOG will expire at the conclusion of the Planning Phase for both CERF and CEDS
- The ESCOG may request additional authorities for project (s) implementation at a future time as recommended by the ESCOG Board

The Resolution requires ESCOG Board approval and the subsequent approval of all Member Agencies to authorize ESCOG activities as detailed in the Resolution.





Thank You

Eastern Sierra Council of Governments
August 15, 2022