



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. 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 may do so 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. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) 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). (3) 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).

REGULAR MEETING January 9, 2024

(Unless otherwise specified by time, items scheduled for either morning or afternoon sessions will be heard according to available time and presence of interested persons.)

Start Time

8:30 A.M. 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Senior Budget Analyst Denelle Carrington.
- 3) **Conference with Legal Counsel - Existing Litigation - Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – *County of Inyo v. Los Angeles Department of Water and Power*, Inyo County Superior Court Case No. SICVCV 18-62064 (Eminent Domain-Independence); Case

No. SICVCV 18-62065 (Eminent Domain-Lone Pine); and Case No. 18-62067 (Eminent Domain-Bishop).

- 4) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Bishop, Independence, and Lone Pine Landfills. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment.
- 5) **Public Employment – Pursuant to Government Code §54957** – Title: Assistant County Administrator and Deputy County Administrator.
- 6) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Chief Probation Officer.

OPEN SESSION (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board’s discretion.)

- 10 A.M.**
- 7) **Pledge of Allegiance**
 - 8) **Report on Closed Session as Required by Law**
 - 9) **Election of Officers** - The Board will elect a Chairperson and Vice Chairperson for calendar year 2024.
 - 10) **Introductions** - The following new employees will be introduced to the Board: Shelter Attendant Joseph (Joe) Mulligan, Sheriff's Office; and from HHS, Prevention Program Manager Vanessa Bigham, Prevention Specialist Lizz Darcy, Assistant HHS Director Gina Ellis, Program Service Assistant Lisa Allsup, HHS Specialist Ethan Brown, Parent Partner Stormie DeHaven, Residential Caregiver Jasmin Franco, Office Technician Jeffrey Garrison, Prevention Specialist Alina Villanueva, and Office Clerk Liisa Woodward.
 - 11) **Public Comment**
Comments may be time-limited
 - 12) **County Department Reports**

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

- 13) **Board of Supervisors Meeting Minutes**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the regular Board of Supervisors meetings of December 12, 2023 and December 19, 2023.

- 14) **Review and Approval of the 2024 Statement of Investment Policy**
Treasurer-Tax Collector | Alisha McMurtrie

Recommended Action: Review and approve the 2024 Statement of Investment Policy and direct any questions to the County Treasurer.

- 15) **Annual Delegation of Investment Authority to the Inyo County Treasurer**
Treasurer-Tax Collector | Alisha McMurtrie

Recommended Action: Approve Resolution No. 2024-01, titled, "A Resolution of the Board of Supervisors of the County of Inyo Delegating to the Inyo County Treasurer its Investment Authority Pursuant to Section 53607 of the Government Code," and authorize the Chairperson to sign.

- 16) **Approval for Hiring an Assistant Chief Information Officer at Step E**
County Administrator - Information Services | Keri Oney

Recommended Action: Authorize the hiring of one (1) Assistant Chief Information Officer, Range 92 (\$9,079 - \$11,306), at the E Step (\$11,306).

- 17) **Agreements between Inyo and Mono Counties for the Provision of Agricultural Commissioner Services and Veterans Services Officer Services**
County Administrator | Nate Greenberg

Recommended Action:

- A) Approve the Agreement between the County of Inyo and the County of Mono for the provision of Agricultural Commissioner, Director of Weights and Measures, and Pesticide Use Enforcement Services for the period of January 9, 2024 - until terminated, authorize the County Administrator and Risk Manager to sign; and
- B) Approve the Agreement between the County of Inyo and the County of Mono for a Single County Veterans Service Office and Veterans Services Officer to serve both Counties for the period of January 9, 2024 - until terminated, and authorize the County Administrator and Risk Manager to sign

- 18) **Acceptance of the Easement Deed for a Portion of North Round Valley Road**
Public Works | Michael Errante

Recommended Action: Approve Resolution No. 2024-02, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 009-120-03 for the North Round Valley Road Bridge over Pine Creek," and authorize the Chairperson to sign.

19) **Small Business Resource Center Lease Amendment**

County Administrator | Meaghan McCamman

Recommended Action: Approve Amendment No. 1 to the lease agreement between the County of Inyo and SSW19, LLC of California for the real property described as 269 N. Main St., Bishop, formalizing a letter agreement allowing for the cessation of rent payments until the building is occupied by the County, and increasing the lease to include \$250,000 in additional rent to fully prepare the building for occupancy, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

REGULAR AGENDA - MORNING

20) **Owens Valley Mosquito Abatement Program Workshop**

Agricultural Commissioner | Nathan Reade

45 minutes (15min. Presentation / 30min. Discussion)

Recommended Action: A) Conduct workshop on current mosquito control activities within the Owens Valley Mosquito Abatement Program boundaries as well as possible future coordination with local Tribal jurisdictions; and B) Provide any follow-up direction to staff as necessary.

21) **Rate Schedule Charged by Tecopa Hot Springs Conservancy**

County Administrator | Meaghan McCamman

10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Approve new rates as requested by and to be charged by Tecopa Hot Springs Conservancy.

22) **Change in Authorized Strength - Sheriff**

County Administrator - Personnel | Keri Oney, Stephanie Rennie

5 minutes (2.5min. Presentation / 2.5min. Discussion)

Recommended Action:

- A) Change the Authorized Strength in the Sheriff's Office by adding one (1) Sheriff's Community Relations Liaison at Range 78 (\$6,458 - \$7,847) and deleting one (1) Public Information Officer at Range 78 (\$6,458 - \$7,847); and
- B) Approve the Sheriff's Community Relations Liaison job description.

23) **Acquisition of OpenGov Software Platform for Streamlined Online Permitting**

County Administrator - Information Services | Noam Shendar, Michael Errante

20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action:

- A) Approve the purchase of the OpenGov software platform up to the amount of \$117,245, and authorize the County Administrator to sign respective agreements; and
- B) Approve the Memorandum of Understanding with the City of Bishop which addresses the sharing of costs associated with this joint software acquisition.

LUNCH

- 24) The Board will recess for lunch and reconvene for the afternoon session.

REGULAR AGENDA - AFTERNOON

25) **Short-Term Rental of Residential Properties Workshop**

Planning Department | Cathreen Richards
1½ hours (30min. Presentation / 1hr. Discussion)

Recommended Action:

- A) Receive a presentation from staff; and
- B) Direct staff to prepare an ordinance to:
 - 1. Adopt updates to the violation, enforcement, modification, and revocation sections of the Short-Term Rental Ordinance as presented;
 - 2. Update Section 18.73.040 Permit Application of the Short-Term Rental Ordinance to include proof of insurance requirement;
 - 3. Adopt the updates to Short-term Rental Ordinance to include the Short-Term Rental Permit Areas as presented by staff for the purpose of defining the geographic areas in which rentals are allowed; and include with these areas:
 - A 5-percent cap for each established geographic area.
 - Establish a 5-year permit time limit and require a ministerial review of new Short-term Rental permits including:
 - A check to ensure verifiable violation complaints have not been received on the short-term rental.
 - Verification from the Building and Safety Department that no building code violations have been sited on the property or the building the short-term rental is permitted for.
 - Verification from the Environmental Health Department that no well, septic, or other health and safety violations have been found on the property or the building the short-term rental is permitted for.
 - A review of Transient Occupancy Tax (TOT) history.
 - 4. Establish an annual review of short-term rental permit use and require the relinquishment of unused permits; and
 - 5. Lift the current Short-Term Rental Moratorium.

(This recommendation would require planning staff to prepare the ordinance and present it at a public hearing to the Planning Commission for a recommendation for the Board's approval and subsequently, staff would present it to the Board, also at a public hearing for review of approval.)

ADDITIONAL PUBLIC COMMENT & REPORTS

- 26) **Public Comment**
Comments may be time-limited
- 27) **Board Member and Staff Reports**
Receive updates on recent or upcoming meetings and projects



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 9, 2024

Reference ID:
2023-4310

Introductions - The following new employees will be introduced to the Board: Shelter Attendant Joseph (Joe) Mulligan, Sheriff's Office; and from HHS, Prevention Program Manager Vanessa Bigham, Prevention Specialist Lizz Darcy, Assistant HHS Director Gina Ellis, Program Service Assistant Lisa Allsup, HHS Specialist Ethan Brown, Parent Partner Stormie DeHaven, Residential Caregiver Jasmin Franco, Office Technician Jeffrey Garrison, Prevention Specialist Alina Villanueva, and Office Clerk Liisa Woodward.

Board of Supervisors

ITEM SUBMITTED BY

fesfsdf

ITEM PRESENTED BY

ddfsdf

RECOMMENDED ACTION:

BACKGROUND / SUMMARY / JUSTIFICATION:

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	Yes / No	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Darcy Ellis

Created -

Darcy Ellis

Darcy Ellis

Keri Oney

John Vallejo

Amy Shepherd

Nate Greenberg



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AGENDA ITEM REQUEST FORM

January 9, 2024

Reference ID:
2023-4446

Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meetings of December 12, 2023 and December 19, 2023.

BACKGROUND / 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.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Draft December 12, 2023 Minutes

2. Draft December 19, 2023 Minutes

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 12/15/2023
Final Approval - 12/28/2023

MINUTES



County of Inyo Board of Supervisors

December 12, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on December 5, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Matt Kingsley, Trina Orrill, Scott Marcellin, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

- Closed Session* The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.
- Public Comment*
- Closed Session* Chairperson Roeser recessed open session at 8:34 a.m. to convene in closed session with all Board members present to discuss the following item: No. 3 **Public Employment – Pursuant to Government Code §54957** – Title: Assistant County Administrator. County Counsel Vallejo reported that the Board would not be meeting to discuss Item No. 2.
- Open Session* Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:05 a.m. with all Board members present.
- Pledge of Allegiance* Supervisor Roeser led the Pledge of Allegiance.
- Report on Closed Session* County Counsel Vallejo reported that no action was taken during closed session required to be reported.
- Introductions* The following new employees were introduced to the Board: Rehabilitation Specialist Ryan Navales, Probation; and Shelter Attendant Harlee Bardonnex, Sheriff's Office.
- Public Comment* Chairperson Roeser asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley and California Highway Patrol Officer Torey Michner, who introduced recently hired Captain Chris Hamilton to the Board.
- County Department Reports* HHS Director Anna Scott informed the Board of upcoming renovations to Bishop Senior Center and Public Works Director Mike Errante answered specific questions about the work being done.
- Emergency Services Manager Mikaela Torres reported on the Federal Emergency Management Agency's (FEMA) recent emergency declaration of Tropical Storm Hilary and said she has been working with the California Governor's Office of Emergency Services. Torres also read a statement from Wildfire Preparedness Coordinator Kristen Pfeiler on the recently held Firewise Workshop.
- Clerk of the Board – Approval of Minutes* Moved by Supervisor Orrill and seconded by Supervisor Griffiths to approve the minutes from the regular Board of Supervisors meeting of November 28, 2023. Motion carried unanimously.
- Clerk of the Board – Child Care Planning Council Appointment* Moved by Supervisor Orrill and seconded by Supervisor Griffiths to approve the appointment of Ms. Katelyne Lent to serve out an unfinished three-year "Discretionary Category" term on the Child Care Planning Council, ending November 4, 2024. Motion carried unanimously.
- CAO-Broadband* Moved by Supervisor Orrill and seconded by Supervisor Griffiths to approve the agreement

<i>Coordinator – Onward Contract for LATA Grant Phase 1-B</i>	between the County of Inyo and Inyo Networks, Inc., doing business as Onward, of Rancho Cucamonga, CA, for the provision of detailed network engineering design services as part of the Local Area Technical Assistance (LATA) Grant in an amount not to exceed \$220,000 for the period of December 12, 2023 through January 25, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>CAO-Personnel – LEAA MOU</i>	Moved by Supervisor Orrill and seconded by Supervisor Griffiths to ratify and approve the July 1, 2022 - June 30, 2025, Memorandum of Understanding (MOU) between the County of Inyo and the Law Enforcement Administrators Association (LEAA). Motion carried unanimously.
<i>HHS-Behavioral Health – DHCS Payment</i>	Moved by Supervisor Orrill and seconded by Supervisor Griffiths to approve payment to the Department of Health Care Services (DHCS) in the amount of \$54,836.00. Motion carried unanimously.
<i>HHS-Behavioral Health – Anthem Blue Cross MOU</i>	Moved by Supervisor Orrill and seconded by Supervisor Griffiths to approve the MOU between the County of Inyo and Anthem of Woodland Hills, CA for the provision of Continuum of Care (CoC) support in an amount not to exceed \$10,000 for the period of January 1, 2024, through December 31, 2025, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign. Motion carried unanimously.
<i>HHS – CCEP Program Funding Agreement</i>	Moved by Supervisor Orrill and seconded by Supervisor Griffiths to: <ul style="list-style-type: none"> A) Approve the agreement between the County of Inyo and Horne LLP (Horne) of Ridgeland, MS for an amount not to exceed \$203,113.00 for the period of December 1, 2023 through December 31, 2024, for the Community Care Expansion Preservation Program, contingent upon the Board's approval of future budgets; and B) Authorize the HHS Director, to sign the agreement, certification regarding lobbying and the CDSS Confidentiality and Information Security requirement, and authorize Chief Information Officer to sign the CDSS Confidentiality and Information Security requirement. Motion carried unanimously.
<i>Water Department – Tri-Valley Groundwater Model Contract</i>	Moved by Supervisor Orrill and seconded by Supervisor Griffiths to authorize a contract between Mono County and Inyo County in an amount not to exceed \$19,708.54 for the period July 1, 2023, to July 1, 2027, for the development of a Tri-Valley groundwater model, and authorize the Chairperson to sign the contract, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>CAO-Risk Management – ADA Self Evaluation and Transition Plan Update/Reso. No. 2023-40</i>	Moved by Supervisor Orrill and seconded by Supervisor Griffiths to approve Resolution No. 2023-40, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving an Updated Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for Inyo County," and authorize the Chairperson to sign. Motion carried unanimously.
<i>Clerk of the Board – Cancellation of Upcoming Board Meetings</i>	The Chairperson pulled the agenda item from the Consent Calendar to the Regular Agenda for further discussion and requested future discussion on calendar scheduling. Moved by Supervisor Orrill and seconded by Supervisor Kingsley to approve the cancellation of the January 2, February 27, and March 26, 2024, Board of Supervisors meetings. Motion carried 4-1, with Supervisor Marcellin voting no.
<i>Board of Supervisors – Rural Partnership and Prosperity Act Letter in Support</i>	Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve and authorize the Chairperson to sign a letter in support of S. 3099: The Rural Partnership and Prosperity Act of 2023. Motion carried unanimously.
<i>Film Commissioner Oral Report</i>	Inyo County Film Commissioner Jesse Steele provided the Board with an oral report on recent Film Commission activities.

CAO-Emergency Services – Quarterly Unified Command Meeting Update

Emergency Services Manager Mikaela Torres updated the Board on the quarterly Unified Command meeting which was held on December 7 and noted some of the partners in attendance: the Inyo County Sheriff's, Road, Health & Human Services, Information Services, and Emergency Services departments as well as Bishop Police Department, California Highway Patrol, various local volunteer fire departments, the Los Angeles Department of Water and Power, Tribal representatives, the United States Geological Survey, U.S. Forest Service, National Weather Service, Eastern Sierra Transit, and American Red Cross.

CAO-Personnel – Contract Amendments & Management/Non-Represented Employee Reso. No. 2023-41

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Approve the following:
 - 1. Amendment No. 2 to the contract between the County of Inyo and Allison Krohn for the provision of personal services effective December 21, 2023, and authorize the Chairperson to sign;
 - 2. Amendment No. 2 to the contract between the County of Inyo and Christie Martindale for the provision of personal services effective December 21, 2023, and authorize the Chairperson to sign;
 - 3. Amendment No. 2 to the contract between the County of Inyo and Carolynn Phillips for the provision of personal services effective December 21, 2023, and authorize the Chairperson to sign; and
- B) Approve Resolution No. 2023-41 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Management and Non-represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede any Prior Resolution Pertaining to that Subject to the Extent They are Inconsistent," and authorize the Chairperson to sign. Motion carried unanimously.

Board Member & Staff Reports

Assistant Clerk of the Board Darcy Ellis informed the Board that she would not be at the next Board meeting as she will be traveling to New York and wished everyone a Merry Christmas.

CAO Greenberg said he attended the Unified Command meeting last week and announced that there will be a volunteer workshop at the Board meeting next week as well as the upcoming launch of a Strategic Planning data collection tool on the County website.

County Counsel Vallejo said he attended a County Counsel Conference last week in Monterey.

Supervisor Griffiths said he attended the Community Wildfire Preparedness meeting as well as meetings of the Arts Council Board, Sierra Nevada Conservancy, and Bishop City Council and participated in various holiday activities.

Supervisor Orrill said she attended the Community Wildfire Preparedness meeting and several meetings with staff and partner agencies. Orrill said that as she is rounding out her first year and her first term, she is excited to move forward and continue learning and growing.

Supervisor Marcellin said he attended a webinar for the Rural County Representatives of California and constituent meetings. Marcellin said that he has learned a lot and has enjoyed his first year serving as a Supervisor.

Supervisor Kingsley explained that he missed last week's meeting due to a dental emergency but was able to attend a Rural County Representatives of California meeting and then fly out to Chicago to visit family.

Recess/Reconvene

Chairperson Roeser recessed the regular Board meeting for a break at 11:20 a.m. and reconvened at 1:03 p.m. with all Board members present.

Public Works –

Deputy Public Works Director John Pinkney introduced the agenda item and summarized the

*Adventure Trails Pilot
Project Update and
Public Hearing*

responsibility of the County regarding the submittal of an evaluation report to Legislature for the Adventure Trails Pilot Project.

County Counsel Vallejo explained options for the submittal of added public comment then clarified the purpose of the hearing is to discuss the content of the report, not an action item regarding the County's formal position on the future of the pilot program.

Chairperson Roeser opened the public hearing at 1:08 p.m. to take public comment.

Public comment was received from Bill Mitchel, Ceal Klingler, Randy Short, Stacey Brown, Glenn Clark, Denise Waterbury, Susan Greenleaf, Steve White, Randy Gillespie, Margy Marshall, Marty Hornick, Doug Brown, Lynn Boulton, Scott Stoner, and Ileene Anderson.

The Chairperson closed the public hearing at 1:55 p.m.

Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to approve the submittal of an evaluation report summarizing the Adventure Trails pilot project pursuant to SB 402 with the addition of today's public comment to the Legislature, with no direction given to staff regarding a future agenda item. Motion carried unanimously.

Public Comment

Chairperson Roeser asked for public comment related to items not calendared on the agenda and comment was received from Randy Short.

Adjournment

The Chairperson adjourned the meeting at 3:44 p.m. to 8:30 a.m. Tuesday, December 19, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

MINUTES



County of Inyo Board of Supervisors

December 19, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:36 a.m., on December 19, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Scott Marcellin, Matt Kingsley and Jeff Griffiths. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, Deputy County Counsel Grace Weitz, and Office Technician Hayley Carter. Absent: Supervisor Orrill.

- Closed Session* The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.
- Public Comment*
- Closed Session* Chairperson Roeser recessed open session at 8:36 a.m. to convene in closed session with all Board members present except Supervisor Orrill to discuss the following item(s): No. 2 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: 269 N. Main St., Bishop. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Meaghan McCamman, and Sue Dishion. Negotiating parties: Inyo County and SSWI9 LLC. Under negotiation: price and terms of payment; No. 3 **Conference with Legal Counsel - Anticipated Litigation** - Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case; and No. 4 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrator Sue Dishion, Assistant County Administrator Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, County Counsel Christian Milovich, and Senior Budget Analyst Denelle Carrington.
- Open Session* Chairperson Roeser recessed closed session and reconvened the meeting in open session at 9:44 a.m. with all Board members present except Supervisor Orrill.
- Attendance Change* Deputy County Counsel Grace Weitz stepped in for County Counsel John Vallejo for open session.
- Pledge of Allegiance* HHS Director Anna Scott led the Pledge of Allegiance.
- Report on Closed Session* Deputy County Counsel Weitz reported that no action was taken during closed session required to be reported.
- Public Comment* Chairperson Roeser asked for public comment related to items not calendared on the agenda and public comment was received from David Tanksley.
- County Department Reports* Chairperson Roeser asked if there were any department heads wishing to report and no one requested to speak.
- Clerk of the Board – Approval of Minutes* Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve the minutes from the regular Board of Supervisors meeting of December 5, 2023. Motion carried 4-0 with Supervisor Orrill absent.

CAO-Emergency Services – EMPG Program Application and Reso. No. 2023-42

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to:
A) Approve the submittal of the Fiscal Year 2023 EMPG Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Body Resolution (No. 2023-42);" and
B) Authorize the Chairperson to sign the resolution and resolution addendum letter.
Motion carried 4-0 with Supervisor Orrill absent.

CAO-Emergency Services – Wildlife Preparedness Outreach Grant/Stipend Acceptance

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to accept a grant award in the amount of \$3200 from the California Fire Safe Council (CFSC) and CalOES and authorize Wildfire Preparedness Coordinator to sign subaward agreement.
Motion carried 4-0 with Supervisor Orrill absent.

HHS-Health & Prevention – Home Visiting Supervisor Hiring Approval

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve the hiring of one (1) Home Visiting Supervisor at Range 70, Step E (\$6,502). Motion carried 4-0 with Supervisor Orrill absent.

Planning Department – Yucca Mountain 2023 Certification of Funds

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to:
A) Certify that \$41,712.37 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425 and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85);
B) Authorize the Chairperson to sign the certification; and,
C) Direct staff to submit the certification to the U.S. Department of Energy.
Motion carried 4-0 with Supervisor Orrill absent.

Public Works – Pine Creek Road Repair Project N.O.C./Reso. No. 2023-43

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve Resolution No. 2023-43, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Pine Creek Road Repair Project," and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Orrill absent.

Sheriff – Correctional Officer III Step C to E Increase Approval

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to authorize the step increase for Correctional Officer III, Range 70 C (\$5,997) to the E Step (\$6,621), retroactive to the date of hire, October 26, 2023. Motion carried 4-0 with Supervisor Orrill absent.

CAO-Personnel – LWOP Approval

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to grant an employee leave without pay for up to 90 days effective December 24, 2023, in accordance with Article X, Leaves, 10.4 of the Inyo County Personnel Rules and Regulations. Motion carried 4-0 with Supervisor Orrill absent.

CAO – Design Path Studios Contract Amendment No. 1

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve Amendment No. 1 to the contract between the County of Inyo and Design Path Studios of Encinitas, CA, extending the term end date from December 31, 2023, through March 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried 4-0 with Supervisor Orrill absent.

HHS-Behavioral Health – SB 43 Deferred Implementation/ Reso. No. 2023-44

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve Resolution No. 2023-44, titled, "Deferring Implementation of the Changes Made to Welfare and Institutions Code Section 5008 by Senate Bill 43 (2023-2024 Reg Session)," and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Orrill absent.

CAO-Emergency Services – 2023 HSGP Application & Reso. No. 2023-45

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to:
A) Approve the submittal of the Federal Fiscal Year 2023 HSGP application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving Governing Board Resolution No. 2023-45; and
B) Authorize the Chairperson to sign the addendum letter.
Motion carried 4-0 with Supervisor Orrill absent.

Sheriff – Dispatch Technology Upgrade & Budget Amendment

Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to:
A) Amend the Fiscal Year 2023-2024 Jail CAD RMS Project Budget #022950 as follows: increase estimated revenue in Operating Transfers In Revenue Code No. 4998 by \$70,000 and increase appropriation in Special and Professional Services Object Code 5265 by \$70,000; and
B) Amend the Fiscal Year 2023-2024 AB443 Fund #502709 as follows: increase appropriations Operating Transfer Out Object Code 5801 by \$70,000.
Motion carried 4-0 with Supervisor Orrill absent.

Public Works – Deferred Maintenance Project & Budget Amendment

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:
A) Amend the Fiscal Year 2023-2024 ESAAA Budget (683000) as follows: increase estimated revenue in Federal Other (4552) by \$100,000 and increase appropriation in Operating Transfers Out (5801) by \$100,000; and
B) Amend the Fiscal Year 2023-2024 Deferred Maintenance Budget (011501) as follows: increase estimated revenue in Operating Transfers In (4998) by \$100,000 and increase appropriation in Maintenance of Structures (5191) by \$100,000.
Motion carried 4-0 with Supervisor Orrill absent.

Board of Supervisors – Volunteer Workshop

CAO Nate Greenberg provided a workshop on volunteer opportunities and outlined roles in which community-based organizations have been able to assist in supplementing resources. Greenberg explained the ways in which volunteers are utilized and highlighted opportunities and constraints on how the volunteer programs operate.

Board members asked questions and provided their input on volunteer participation within the County.

Chairperson Roeser began a roundtable discussion, and the following attendees were heard: Deputy Public Works Director Ashley Helms, Clerk-Recorder Danielle Sexton, Randy Short, Lauralyn Hundley, Dan Berry, and Anna Montgomery with Friends of the Lone Pine Airport.

Additional questions were answered by Deputy County Counsel Weitz and Risk Manager Aaron Holmberg.

The Board thanked everyone for their participation and directed staff to look into a more user-friendly policy which encourages and assists those wishing to volunteer with the County.

Public Comment

Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and comment was received from Lauralyn Hundley.

Board Member & Staff Reports

Supervisor Kingsley said he attended the Independence Fruitcake Festival.

Office Technician Hayley Carter reminded attendees that there is no Board meeting next week and wished everyone a Merry Christmas.

Adjournment

The Chairperson adjourned the meeting at 11:43 p.m. to 8:30 a.m. Tuesday, January 9, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

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INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 9, 2024

Reference ID:
2023-4367

Review and Approval of the 2024 Statement of Investment Policy Treasurer-Tax Collector ACTION REQUIRED

ITEM SUBMITTED BY

Alisha McMurtrie, Treasurer

ITEM PRESENTED BY

Alisha McMurtrie, Treasurer

RECOMMENDED ACTION:

Review and approve the 2024 Statement of Investment Policy and direct any questions to the County Treasurer.

BACKGROUND / SUMMARY / JUSTIFICATION:

Section 53646(a)(1) of the Government Code requires your Board to annually approve any change to the Policy at a public meeting. The Policy, as written by the County Treasurer, remains in compliance with the legal parameters for the deposit and investment of public funds, as those parameters are set forth in the California Government Code. This Policy has been presented for review to the Inyo County Treasury Oversight Committee and has received it's recommendation for approval.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
N/A			
Additional Information			
N/A			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to approve the Policy, or to amend the Policy as presented. In any event, the law requires your board to approve a Policy. Therefore, an action to disapprove or amend the Policy as presented must be accompanied by a substitute Policy or amended language.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. 2024 DRAFT- Inyo County Statement of Investment Policy

APPROVALS:

Alisha McMurtrie	Created/Initiated - 12/7/2023
Darcy Ellis	Approved - 12/7/2023
John Vallejo	Approved - 12/7/2023
Nate Greenberg	Approved - 1/2/2024
Alisha McMurtrie	Final Approval - 1/3/2024

COUNTY OF INYO



STATEMENT OF INVESTMENT POLICY

January 2023-April 2024

**INVESTMENT POLICY
of the
INYO COUNTY TREASURY**

(Note: All legal references to “Sections” made herein are in reference to the California Government Code or Health and Safety Code.)

Scope:

This Investment Policy (Policy) applies to all public funds held for safekeeping in the Inyo County Treasury. This Policy has been reviewed and approved by the Board of Supervisors pursuant to Government Code Section 53646. The Board of Supervisors will review and approve a new Policy, or amendments to the Policy, or affirm the current Policy, at least annually. This Policy is effective as of the date of adoption by the Board of Supervisors.

Policy Statement:

The purpose of this Policy is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the stewardship of the Inyo County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., and this Policy.

Prudent Investor Rule:

The standard of prudence to be applied by the investment office shall be the “**Prudent Investor Rule**”, which states, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” The **Prudent Investor Rule** shall be applied in the context of managing the investment portfolio.

Investment Objectives:

Safety, Liquidity and Rate of Return:

- Safety of Principal: The primary objective of the County Treasurer is to safeguard, preserve and protect capital/principal in the portfolio.
- Liquidity: As a second objective, investments shall be made in a manner that will provide for the daily cash flow demands of the Treasury and its participants.
- Yield: As the third objective, investments shall be made in a manner so as to attain a market rate of return throughout budgetary and economic cycles while providing

for the first two objectives, as stated above, consistent with the risk limitations, prudent investment principals and cash flow characteristics identified herein.

Legal and Regulatory Compliance:

All investing and investment decisions shall be made with full compliance with California State and Federal Laws and Regulations, and any forthcoming amendments or additions to the California State Statutes or Federal Regulations in relation to the investment and administration of local agency money on deposit in the Treasury. The Treasurer or the Board of Supervisors may provide further restrictions and guidelines for the investment of money on deposit in the Treasury through this Statement of Investment Policy.

Participants:

- **STATUTORY PARTICIPANTS:** General Participants are those government agencies within the County of Inyo for which the County Treasurer is statutorily designated as the Custodian of funds.
- **VOLUNTARY PARTICIPANTS:** Other local agencies, such as Special Districts, for which the Treasurer is not the statutory designated Custodian of Funds, may participate in the Pooled Investment Fund. Such participation is subject to the consent of the County Treasurer and must be in accordance with the California Government Code Section 53684 et seq. The agency must provide the County treasurer with a resolution adopted by the agency's governing board approving the Inyo County Pooled Investment Fund as an authorized investment and accept the Inyo County Investment Policy.
- The County Treasurer does not solicit any agency's voluntary entry to the Treasury Pool.

Delegation of Authority:

Pursuant to Section 53607, the Inyo County Board of Supervisors may delegate the authority to invest or re-invest public funds in the Inyo County Treasury to the County Treasurer for a one-year period. Thereafter, the County Treasurer shall assume full responsibility for those transactions until the delegation of authority is revoked or expires. Subject to review, the County Board of Supervisors may renew the delegation authority each year.

If the Board of Supervisors delegates the investment authority to the County Treasurer as referenced above, the County Treasurer may authorize the Assistant County Treasurer or a duly designated and legally eligible employee of the Treasurer's office to purchase

investments in the absence of the County Treasurer pursuant to the Law and to the restrictions as herein stated.

Authorized Investments:

Authorized investments shall match the general categories established by the California Government Code Sections 53601, et seq. and 53635, et seq., and shall be listed herein. Authorized investments shall also include, in accordance with California Government Code Section 16429.1, investments into the State Local Agency Investment Fund (LAIF).

- Maturity Restrictions: To provide sufficient liquidity to meet the daily expenditure requirements of not only the County, but the School Districts and other Treasury Pool Participants, the portfolio will maintain at least 40% of its total book value in securities having a maturity of one (1) year or less.
- Operating funds shall be invested so as to ensure that maturity dates will coincide with projected cash flow needs, taking into account anticipated revenues and expenditures of significant dollar size.

Prohibited Investments:

All investments not specifically listed within are hereby prohibited.

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Investment Criteria:

Figure 1. (See Table of Notes for Figure 1 on following page)

	Maximum Maturity	Maximum % of Pool	Rating
U.S. Treasury and Agency Securities (§53601(b&f))	5 years	100	N/A
Bonds and Notes issued by local agencies (see section 1) (§53601(e))	5 years	100	N/A
Registered State Warrants (see section 2) (§53601(c))	5 years	5 % of agency/district deposits	N/A
Bankers' Acceptances (see section 3) (§53601(g))	180 days	40	N/A
Commercial Paper (see section 4) (§53601(h) and §53635(a))	270 days	15	A-1/P-1
Negotiable Certificates of Deposit (§53601(i))	5 years	30	N/A
Repurchase Agreements (see section 5) (§53601(j))	1 year	25	N/A
Reverse Repurchase Agreements (see section 5) (§53601(j))	92 days	25	N/A
Medium-Term Corporate Notes (§53601(k))	5 years	30	A
Mutual Funds & Money Market Mutual Funds (§53601(l)) & (6509.7 & 53601(p))	N/A	20	AAA
Local Agency Investment Fund (LAIF) (§16429.1)	N/A	As limited by LAIF	N/A

(Figure 1 footnotes)

Section	Information
1	The County Treasury may purchase the bonds, notes, warrants or other evidences of indebtedness of any local agency formed within the County of Inyo. Such investments may not exceed five (5) years. No more than 10% of the assets may be invested.
2	Registered Warrants are restricted only to cash substitutes issued by the State during periods of declared fiscal emergency.
3	No more than 30 percent of the agency's surplus funds may be invested in the Bankers' Acceptances of any one commercial bank pursuant to this section.
4	All commercial paper issuers must maintain an "A-1" rating by Standard & Poor's Corporation or a "P-1" rating by Moody's Investor Service. No more than 15% of the agency's funds may be invested in commercial paper with no more than 10% of the assets be invested in any one issuer's commercial paper.
5	Reverse Repurchase Agreements may be utilized pursuant to the provisions of Section 53601(j) only for the purposes of supplementing the yield on previously purchased securities or to provide funds for the immediate payment of local agency obligations. The maximum maturity of repurchase agreements shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days.

Criteria for the Selection of Broker/Dealers and Financial Institutions:

The County Treasurer shall select only primary government securities dealers that report daily to the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers and financial institutions must have a strong industry reputation and open lines of credit with other dealers. Further, these firms must have an investment grade rating from at least one of the national rating services, if applicable.

Any broker, brokerage, dealer or securities firm shall be prohibited from conducting business with the County Treasurer if the individual or firm has, within any consecutive 48-month period following January 1, 1996, made a political contribution exceeding the limitation contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Inyo County Treasurer, any member of the Inyo County Board of Supervisors, or any candidate for these offices.

Each broker/dealer or financial institution will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions.

Each broker/dealer and financial institution authorized to conduct business with Inyo County shall, at least annually, supply the County Treasurer with financial statements.

County Treasurer's Authority to enter into depository accounts:

In accordance with California Government Code §53682, the treasurer may enter into contracts for services rendered by that depository. All contracts shall include the information further defined by CGC §53682 (a)-(f).

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Criteria for the Management of Extraordinary Withdrawals:

Extraordinary Withdrawals are those withdrawals from the County Treasury that:

- Are not predictable by the County Treasurer from an analysis of historic and current Treasury cash flow records, and
- As a result of the dollar amount of such withdrawals, have a significant impact on the ability of the County Treasurer to satisfy the cash flow requirements of the Participants in the County Treasury Pool.

Such Extraordinary Withdrawals from the County Treasury can create liquidity problems and negatively impact the earnings of the remaining County Treasury Pool Participants in the event that the County Treasurer is forced to liquidate securities prior to their scheduled maturity dates in order to cover such withdrawals. A Pool Participant, who wishes to withdraw from the pool or make an Extraordinary Withdrawal, will be encouraged to work with the County Treasurer to arrange a withdrawal schedule that would prevent losses to the withdrawing agency or the remaining Pool Participants.

The criteria for such requests to categorized as an Extraordinary Withdrawal are defined as:

- **Minimum dollar amount of \$1,000,000.00 (one million) dollars, with the exception of all payroll and payroll related expenses: or**
- **10% of an Agency's deposits on hand in the treasury.**

All Extraordinary Withdrawal requests must be submitted in writing to the treasury by an authorized approver from the department/Agency. The request must be submitted a minimum of ten (10) business days prior to the requested settlement (transfer) date of the funds.

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Pursuant to Government Code Section 27133(h), upon receipt of any request to withdraw funds from the County Treasury, the County Treasurer shall assess the effect of the proposed withdrawal on the stability and predictability of all the investments of the County Treasury. The County Treasurer will approve a withdrawal only if he/she determines that said withdrawal would not adversely affect the interests of the other participants in the County Treasury Pool. If the County Treasurer determines that an Extraordinary Withdrawal will cause the County Treasury Pool to realize a loss, the County Treasurer in his/her discretion may disapprove the withdrawal, or delay the withdrawal, or approve the withdrawal on the condition that any such loss be borne by the agency requesting the withdrawal, and on any other condition necessary to prevent an adverse effect on the interests of the other Pool Participants. The County Treasurer reserves the right to choose which securities to liquidate to provide for the Extraordinary Withdrawal and could choose to sell the securities that have the lowest earnings.

Safekeeping:

Pursuant to Section 53608 the Inyo County Board of Supervisors has, by its Resolution No. 95-97 dated September 26, 1995, delegated to the County Treasurer the authority to enter into safekeeping agreements with specified institutions. Investment securities purchased by the County Treasury shall be held in customer-segregated safekeeping accounts that qualify as "Category 1 Custody" as defined by the Governmental Accounting Standards Board. Each institution where securities are held shall be required to provide a monthly safekeeping statement to the County Treasurer.

Apportionment of Interest, Costs and the Calculation of the Treasurer's Administrative Fee:

The relationship of a participant's daily fund balance to the total average daily balance of the entire Treasury Pool determines the percentage of interest paid to the Participant from a single apportionment. The proportionate amount of the Treasurer's Administrative Fee paid by any Participant in any quarter may be calculated in the same manner.

The County Treasurer's Administrative Fee, as authorized by Section 27013 and as calculated by the County Treasurer, shall not exceed the actual administrative costs incurred by the County for the operation of the County Treasury. In addition, pursuant to Section 27135, the cost of the County Treasury Oversight Committee's annual compliance audit shall be deemed as an administrative cost pursuant to Section 27013.

The Treasurer's Administrative Fee shall be imposed quarterly and deducted from interest earnings prior to the apportionment of those earnings to the participants in the County Treasury Pool.

Audit, Supervision, Approval and Monitoring of the Investment Policy and Portfolio, including Reporting Requirements:

- Pursuant to Section 25250, the County Board of Supervisors (Board) shall, at least biennially, cause to be audited in accordance with generally accepted auditing standards, the financial accounts and records of all officers, including the County Treasurer, having responsibility for the care, management, collections or disbursement of public funds.
- Pursuant to Section 25303, the Board will supervise the official conduct of the Inyo County Treasurer.
- Pursuant to Section 26920 et seq., the County auditor shall, at least once a quarter, perform a review of the Treasurer's statement of assets.
- Pursuant to Section 27100, the books, accounts and vouchers of the County Treasury are at all times subject to the inspection and examination by the Board and the County Grand Jury, or by any officers or agents designated by the Board or Grand Jury to make the inspection or examination. The County Treasurer shall permit the examination of the books and assets of the County Treasury.
- The County Treasurer shall annually render to the Board at a public meeting the Treasury Investment Policy for the Board's review and approval. Any changes to the Policy shall also be reviewed and approved by the Board at a public meeting. In addition, the Treasurer shall annually provide copies of the Policy to the County Treasury Oversight Committee and the California Debt and Investment Advisory Committee (CDIAC).
- The County Treasurer shall render a quarterly report to the Board, County Auditor-Controller and Treasury Oversight Committee. In addition, copies of the report for the second and fourth quarters shall be forwarded to the California Debt and Investment Advisory Committee (CDIAC). The report shall reflect, pursuant to the Law, the detailed status of investments held by the County Treasury including the following information: (Refer to Section 53646)
 - The type of investment, name of the issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held.
 - A description of the funds, investments or programs that are under management of contracted parties, including lending programs.
 - The market values of all funds, investments or programs under the management of contracted parties, and the source valuation for any security within the treasury.

- A description of the compliance or the manner in which the portfolio is not in compliance with the County Treasury Investment Policy.
- A statement of the County Treasury's ability to meet the projected liquidity requirements of participants in the treasury pool for the next six (6) months, or an explanation as to why sufficient money may not be available.

Upon request, the County Treasurer shall deliver to the County Auditor-Controller a detailed record of investment activity for the current or preceding fiscal year.

The County Treasurer shall routinely monitor the investment portfolio in relationship to limitations and restrictions imposed by the California statutes and as herein stated, and will adjust the portfolio accordingly.

Internal Controls:

The County Treasurer shall establish a system of written internal controls, which shall be reviewed annually by all authorized persons. The internal controls shall be designed to prevent, or at least minimize, the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. Where possible, investments shall be placed, confirmed, held, accounted for and audited by different persons.

Prohibitions on the Acceptance of Gifts and Honoraria:

The County Treasurer, Assistant County Treasurer and the members of the Treasury Oversight Committee shall comply with the provisions of the Political Reform Act (Section 87200 et seq.) as those rules may be amended from time to time by the Fair Political Practices Commission.

The provisions of the Political Reform Act shall also govern the conduct of the above referenced individuals, particularly with regard to restriction placed on the acceptance by members of honoraria, gifts and gratuities from financial and security advisors, brokers, dealers, bankers or other persons with whom the County Treasury conducts business.

Provisions for the Separate Investment Management of the General Obligation Bond Proceeds of Local Governmental Agencies that are Treasury Pool Participants:

This section sets forth an alternative investment procedure for the separate investment management of certain general obligation bond proceeds belonging to local governmental agencies that are participants in the Treasury Pool. The goal of this procedure is to maximize

interest earnings on general obligation bond proceeds that are not immediately required by the issuing agency, thereby reducing the agency's bond interest costs.

Prior to the separate investment of general obligation bond proceeds as outlined below, the governing board of the local agency that issued the bonds shall adopt a resolution authorizing the County Treasurer to make such investments on behalf of the agency. The agency whose bond proceeds will be invested as herein stated will have the option to restrict the type of such investment instruments purchased by the County Treasurer, provided such restrictions fall within the parameters of this Investment Policy, and are reflected in the agency's authorizing resolution.

General obligation bond proceeds of \$100,000.00 or more belonging to a local governmental agency that is a Treasury Pool Participant and that are not immediately required by the agency, may, at the sole discretion of the County Treasurer, be separately invested for the financial benefit of said agency. The bond proceeds shall at all times remain in, and be considered part of, the County Treasury. The bond proceeds that have been separately invested may not be withdrawn from the Treasury. Once authorized by a resolution of the agency issuing the bonds as stated above, the County Treasurer may use the bond proceeds to purchase specific investments that will thereafter be considered investments of said agency.

The agency that issued the bonds will deliver to the County Treasurer its most current schedule of calendar dates on which the agency anticipates withdrawing the bond proceeds from the Treasury. The Treasurer will utilize the agency's most current withdrawal schedule to provide the necessary liquidity, while at the same time endeavoring to maximize interest earnings on the said proceeds. In the event the agency requires its bond proceeds prior to the maturity dates of the separate investments, and has no other source of funds to pay the financial obligation that should have been paid from those bond proceeds, the County Treasurer may purchase one or more of the agency's separate bond investments for the Treasury investment portfolio that is shared by the other Pool Participants with assets of the Treasury, thereby making the necessary amount of the agency's bond proceeds available to the agency for withdrawal, provided, however, that no purchase may be made by the Treasurer of the separate bond investments of the agency if that purchase will result in a financial loss the County Treasury or otherwise injure the Treasury Pool Participants.

For accounting purposes, such separate investments shall be segregated from those investments of the Treasury Pool that are owned proportionately by all Treasury Pool Participants. The interest earned on the investments purchased with the agency's bond proceeds will be deposited, net of any Treasurer's Administrative Fees, in the issuing agency's bond proceeds fund within the Treasury, and will not be distributed to any other Pool Participant or Treasury fund. Said bond proceeds, when separately invested as herein stated,

will not earn any interest on those Treasury investments that are owned proportionately by the Treasury Pool Participants and not separately invested.

Disclosure of Significant Activity:

The Treasurer's office will inform the Office of the County Administrator by means of a written memorandum or email, prior to the close of business on the next business day, whenever the daily activity of the County Treasury includes one or more of the following transactions:

- Transaction(s) in an aggregate amount of \$5,000,000.00 or more including:
 - Sale of a security prior to the stated maturity or call date of said security.
 - Withdrawal or transfer of cash assets from a depository, including but not limited to a bank, investment pool or money market fund.
 - Payment of an Extraordinary Withdrawal, as such Withdrawal is herein defined.
- Activity resulting in a negative balance to a treasury account.

Duties of the Treasury Oversight Committee:

The Treasury Oversight Committee (TOC) is required to annually review and monitor the Investment Policy prepared by the County Treasurer, pursuant to Government Code Section 27133, and cause an annual compliance audit, pursuant to Government Code Section 27134.

Established here as policy, the TOC will review and accept the Statement of Investment Policy prepared by the Treasurer in December of each year. Any revisions to the Statement of Investment Policy will also be reviewed and accepted by the TOC prior to submitting any such revisions to the Board of Supervisors to review and approve.

The Treasurer shall annually submit the Statement of Investment Policy to be reviewed and approved at a public meeting as required by Government Code Section 53646. This Section also requires that any change in the Policy be reviewed and approved by the Board of Supervisors at a public meeting.

Annual Compliance Audit:

After the end of each fiscal year, the TOC shall cause to happen, an annual audit to determine compliance with the Statement of Investment Policy. Additionally, the audit may address questions of portfolio structure and risk. The audit findings will be an agenda item at the annual TOC meeting. The cost of the audit will be charged against the Treasurer's budget and will be included in the investment expenses as part of the Treasurer's Administrative Fee.

GLOSSARY OF TERMS

ACCRUED INTEREST

Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

BANKERS' ACCEPTANCE

A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

BASIS POINT

One basis point is equal to 1/100 of one percent. For example, if interest rates increase from 4.25% to 4.50%, the difference is referred to as a 25-basis-point increase.

BOOK VALUE

The value of a security as carried in the records of an investor. May differ from current market value of the security.

BROKER/DEALER

Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities

not of his/her own issue.

COMMERCIAL PAPER

Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

COUPON RATE

The annual rate of interest payable on a security expressed as a percentage of the principal amount.

CREDIT RISK

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CURRENT YIELD

The annual income from an investment divided by the current market yield. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSIP NUMBERS

CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

DISCOUNT

The amount by which the par value of a security exceeds the price paid for a security.

EARNINGS APPORTIONMENT

The quarterly interest distribution to the Pool Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pool.

FAIR VALUE

The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

FLOATING RATE NOTE

A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is

based on a market index (e.g. Treasury bills, LIBOR etc.).

INTEREST

The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

LOCAL AGENCY INVESTMENT FUND (LAIF)

The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

MARKET VALUE

The price at which a security is trading and could presumably be purchased or sold.

MATURITY

The date upon which the principal of a security becomes due and payable to the holder.

MONEY MARKET MUTUAL FUND

A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty.

PAR

The stated maturity value, or face value, of a security.

PAR VALUE

The stated or face value of a security expressed as a specific dollar amount.

PREMIUM

The amount by which the price paid for a security exceeds the security's par value.

REPURCHASE AGREEMENT OR RP OR REPO

An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on a RP is that which the dealer pays the investor for the use of his/her funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

REGISTERED WARRANTS

A registered warrant is a "promise to pay," with interest, that is issued by the State when there is not enough cash to meet all of the State's payment obligations.

SETTLEMENT DATE

The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in

exchange for cash is the settlement date.

TRADE DATE

The date and time corresponding to an investor’s commitment to buy or sell a security.

WEIGHTED AVERAGE MATURITY

The remaining average maturity of all securities held in a portfolio.

**Inyo County Treasurer
Disaster/Business Continuity Plan
Banking and Investment Functions**

Scope:

The Inyo County Treasurer’s banking and investment functions are mission critical and as such, the office must have a Disaster/Business Continuity Plan in place. In the event we are unable to operate from our office, the plan shall be activated. Periodically, the plan shall be tested.

Continuity Procedure:

In the event that we are unable to conduct normal business operations, the authorized persons shall interact with one another by home phone, email or cell to decide on the alternate location. If unable to contact one another, the authorized persons shall, through the County’s office of emergency services establish contact with one another.

Functions and Tasks to be Performed:

Recognizing that we may be operating in less than optimal conditions, the primary functions are to protect and continue to account for all funds on deposit with the County Treasurer. While normal processes may be modified, the Investment Policy shall be strictly followed.

Tasks to be performed include:

- Daily cash position workup.

- Investment of maturing securities and any daily deposits.
- Daily cash and bank reconciliation.
- For deposits, the Treasurer's office will notify county departments, special districts and schools of any change to their deposit location. Deposits to any account other than those established by the County Treasurer is strictly prohibited.
- Disbursement activity will be coordinated with the County Auditor-Controller.

Equipment and Emergency Packets:

The Treasurer shall have access to one of the emergency laptop kits provided by Information Services in the event of an emergency.

The following items for the emergency packets for the Treasurer and/or his or her designee are:

- Copy of the Investment Policy, which includes the Disaster/Continuity Plan
- Emergency Check Stock
- Updated report of investments
- Sign on instructions to access all online bank accounts and securities safekeeping accounts
- Listing of all home phone, home addresses, cell phone, email addresses of the authorized persons and treasury staff. Listings shall also include the County Administrator, County Auditor-Controller and the Office of Emergency Services.
- Banks, Authorized Broker/Dealers, names and contact information.
- Copies of all district, county and school bank signature cards.
- Contact list for all agencies whose funds are on deposit with the treasury.

Offsite Locations:

Failing the ability to operate from our office, our operations will move in this order of priority:

- Location determined by the Office of Emergency Services or County Administrator
- Treasurer's home



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 9, 2024

Reference ID:
2023-4368

Annual Delegation of Investment Authority to the Inyo County Treasurer Treasurer-Tax Collector ACTION REQUIRED

ITEM SUBMITTED BY

Alisha McMurtrie, Treasurer

ITEM PRESENTED BY

Alisha McMurtrie, Treasurer

RECOMMENDED ACTION:

Approve Resolution No. 2024-01, titled, "A Resolution of the Board of Supervisors of the County of Inyo Delegating to the Inyo County Treasurer its Investment Authority Pursuant to Section 53607 of the Government Code," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Section 53607 of the Government Code authorizes your Board to annually delegate its authority to invest or reinvest money in the county treasury, or to sell or exchange securities so purchased, to the County Treasurer, who shall thereafter assume full responsibility for those transactions until the delegation of said authority is revoked or expires. Since 1955, California County Boards of Supervisors, including the Inyo County Board, have exercised this authority. This action, as it relates to public funds on deposit in the county treasury, transfers fiduciary responsibility from your Board members to the County Treasurer, and provides for the efficient day-to-day operations of the county treasury.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
N/A			
Additional Information			
N/A			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may opt not to delegate its investment authority to the County Treasurer. In such a case, the Boards individual members would assume the fiduciary responsibility for providing day-to-day safety, liquidity and yield of the County’s public funds on deposit in the county treasury. All other agency funds on deposit in the remains under the authority of the County Treasurer.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Resolution-Delegation of Investment Authority

APPROVALS:

Alisha McMurtrie	Created/Initiated - 12/7/2023
Darcy Ellis	Approved - 12/7/2023
John Vallejo	Approved - 12/7/2023
Nate Greenberg	Approved - 1/2/2024
Alisha McMurtrie	Final Approval - 1/3/2024

RESOLUTION No. 2024-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO DELEGATING TO THE INYO COUNTY TREASURER ITS INVESTMENT AUTHORITY PURSUANT TO SECTION 53607 OF THE GOVERNMENT CODE

WHEREAS, this Board has previously exercised its prerogative under Section 53607 of the Government Code and delegated to the Inyo County Treasurer its authority to make investments of certain monies in the Inyo County Treasury; and

WHEREAS, Government Code Section 53607 requires that the delegation to the County Treasurer of this Board's investment authority be made annually; and

WHEREAS, this Board finds that the Inyo County Treasurer has lawfully, prudently, and wisely invested monies of the County and that it is in the public interest that the Treasurer continue to exercise this Board's investment authority; and

WHEREAS, this Board desires to renew the delegation of its investment authority to the Inyo County Treasurer pursuant to Government Code Section 53607,

NOW, THEREFORE, BE IT RESOLVED that pursuant to Government Code Section 53607 the Inyo County Board of Supervisors hereby renews the delegation of its authority to invest monies on deposit in the Inyo County Treasury to the Inyo County Treasurer provided that all such investments are made in accordance with the provisions of Article 1 of Chapter 4 of Part 1 of Division 2 of Title 5 (commencing with Section 53600) of the Government Code and the Investment Policy of the Inyo County Treasury.

BE IT FURTHER RESOLVED that this Board reserves the right, at any time, to exercise its authority to revoke or restrict the investment authority and responsibility of the Inyo County Treasurer as delegated herein.

PASSED AND ADOPTED this 9th day of January 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman

Inyo County Board of Supervisors

ATTEST: Nate Greenberg, Clerk of the Board

BY _____
Darcy Ellis, Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 9, 2024

Reference ID:
2023-4449

Approval for Hiring an Assistant Chief Information Officer at Step E

County Administrator - Information Services

ACTION REQUIRED

ITEM SUBMITTED BY

Noam Shendar, Chief Information Officer

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Authorize the hiring of one (1) Assistant Chief Information Officer, Range 92 (\$9,079 - \$11,306), at the E Step (\$11,306)

BACKGROUND / SUMMARY / JUSTIFICATION:

The Department has identified a candidate for the vacant Assistant Chief Information Officer position that manages the County's Information Systems budget and other critical aspects of the County's Information Systems (IS) technology and team. The candidate has an extensive background in technology and technology leadership. This set of skills is in high demand nationally and locally, and it is rare to find local candidates of this caliber. Given the candidate's experience and our current challenges in recruiting and hiring, the Department respectfully requests authorization to hire the candidate at the established Range 92, Step E (\$11,306). Per section 5.5 of the Personnel Rules and Regulations, hiring above Step C requires authorization from the Board of Supervisors.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011801-5001
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
There is no additional budget impact, as the position was budgeted in the FY 23/24 budget at Range 92, Step E.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny the request and the Department would initiate a new recruitment for the position.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Noam Shendar	Created/Initiated - 12/18/2023
Keri Oney	Approved - 12/18/2023
Darcy Ellis	Approved - 12/19/2023
John Vallejo	Approved - 12/19/2023
Amy Shepherd	Approved - 12/20/2023
Nate Greenberg	Approved - 1/2/2024
Darcy Ellis	Final Approval - 1/2/2024



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 9, 2024

Reference ID:
2023-4439

Agreements between Inyo and Mono Counties for the Provision of Agricultural Commissioner Services and Veterans Services Officer Services

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

- A) Approve the Agreement between the County of Inyo and the County of Mono for the provision of Agricultural Commissioner, Director of Weights and Measures, and Pesticide Use Enforcement Services for the period of January 9, 2024 - until terminated, and authorize the County Administrator and Risk Manager to sign; and
- B) Approve the Agreement between the County of Inyo and the County of Mono for a Single County Veterans Service Office and Veterans Services Officer to serve both Counties for the period of January 9, 2024 - until terminated, and authorize the County Administrator and Risk Manager to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The current agreements in place with Mono County for both the Agricultural Commissioner and the Veterans Services Officer are outdated and needed to be reviewed and updated by both Counties. The County Administrative Officers in both Counties worked closely together and with the appropriate staff to update both agreements, and they now appear satisfactory to both Counties. Approval of these agreements will continue to allow Inyo County to provide and then appropriately invoice Mono County for the services that they receive in both of these programs.

Mono County will also be taking these agreements to their Board during their January 9th Board Meeting.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023300 - Agricultural Commissioner 056600 - Veterans Services Officer
Budgeted?	Yes	Object Code	4561 - Aid From Mono County
Recurrence	Ongoing Expenditure and Revenue		

Current Fiscal Year Impact

Approval of these agreements ensures that Inyo County will continue to receive reimbursement for the services provided to Mono County.

Future Fiscal Year Impacts**Additional Information****ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve these agreements and the Counties will continue to work under the old and outdated agreements currently in place.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Auditors Office, County Counsel, Risk Management

ATTACHMENTS:

1. Contract Inyo County Veterans Services Officer - Final
2. Contract Inyo County Agriculture Commissioner - Final

APPROVALS:

Denelle Carrington	Created/Initiated - 12/13/2023
Darcy Ellis	Approved - 12/13/2023
Nate Greenberg	Approved - 1/3/2024
John Vallejo	Approved - 1/3/2024
Aaron Holmberg	Approved - 1/4/2024
Amy Shepherd	Final Approval - 1/4/2024

**AGREEMENT BETWEEN THE COUNTIES OF INYO AND MONO
FOR A SINGLE COUNTY VETERANS SERVICE OFFICE
AND VETERANS SERVICES OFFICER TO SERVE BOTH COUNTIES**

This agreement is entered into by and between the County of Inyo (“Inyo County”) and the County of Mono (“Mono County”), both political subdivisions of the State of California, for the purpose of setting forth their mutual understandings regarding the Inyo-Mono Veterans Service Office and Veterans Service Officer. Inyo County and Mono County are collectively referred to herein as the “Parties”.

INTRODUCTION

WHEREAS, California’s Military and Veterans’ Code authorizes the board of supervisors of each county to appoint a county veterans service officer, or two or more counties to jointly establish a single county veterans service office; and

WHEREAS, Inyo County has established a veterans service office and created the position of veterans service officer, who is an employee of Inyo County, by ordinance codified as Chapter 2.30 of the Inyo County Code (ICC); and

WHEREAS, Section 2.30.070 of the ICC provides that Mono County may agree in writing to the joint establishment of the Inyo-Mono Veterans Service Office and Veterans Service Officer; and

WHEREAS, pursuant to Section 2.30.070 of the ICC and section 970 of the Military and Veterans’ Code, Mono County wishes to confirm its agreement to the joint establishment of the veterans service office and veterans service officer (i.e., the Inyo-Mono Veterans Service Office and the Inyo-Mono Veterans Service Officer) in accordance with the terms and conditions set forth in the ICC, applicable state law and this agreement.

TERMS AND CONDITIONS

1. VETERANS SERVICES OFFICE

Mono County hereby agrees to the joint establishment of a Veterans Service Office with Inyo County as described in Chapter 2.30 of the Inyo County Code and section 970 of the California Military and Veterans’ Code. Such office is known as the Inyo-Mono Veterans Service Office.

2. VETERANS SERVICES OFFICER

The Parties hereby agree that a single Veterans Service Officer (VSO), who shall be an employee of Inyo County, shall provide veterans services to both Inyo and Mono Counties. Those services to be provided to Mono County under this Agreement are set forth in Attachment A, attached hereto and by reference incorporated herein.

The VSO on the date of entry into this Agreement is Gordon Greene. Such services shall be provided by Mr. Greene, or by such other person as may be hired by Inyo County as Veterans Services Officer, in accordance with the following:

- a. In the event the VSO position becomes vacant, Mono is entitled to participate in the selection process to fill the position by providing at least one representative, chosen by Mono, to sit on the interview panel. That representative's input shall be given equal weight to that of the other panel members.
- b. In the event that Mono does not agree with the final selection made by the panel and/or with the appointment ultimately made by Inyo, Mono shall provide notice to Inyo under paragraph 13 of this Agreement that it no longer consents to the consolidation of the Veterans Services Office and to the employment of a single VSO.

Services and work provided by Inyo, through the Veterans Services Officer, will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

3. TERM

The term of this Agreement shall be from the date last executed by the parties until terminated as provided below.

3. CONSIDERATION

A. Allocation of Costs for Services and Other Expenses

Except as provided in paragraph B below, on or before August 1st, following the close of the fiscal year, or within 30 days after this Agreement is terminated, Mono shall pay Inyo fifty percent (50%) of the consideration, cost of any licenses, certificates, permits, office space, supplies, equipment, staff, motor vehicles, etc., paid, or provided by Inyo under this Agreement for the preceding fiscal year, net of any revenue that is intended for both Counties. For purposes of annual expense calculations, revenue shall not include grants or subventions directed to the individual counties. Grants or subventions made jointly payable to Inyo and Mono Counties shall be included as revenue. The Department shall track and report grant revenues annually by July 20.

In the event that additional staffing may be determined necessary by either agency, this agreement may be amended per mutual consent around terms and cost sharing.

B. Additional Procedures for Purchase of Capital Assets

For purposes of this Agreement, a capital asset is any item costing more than \$25,000 and having a useful life of more than one year. Prior to purchasing a capital asset which is subject to cost share under this Agreement, and no later than by March 31 of the fiscal year preceding the year in which the purchase is proposed to be made, Inyo shall provide Mono with written notice (which may be an email) describing the asset proposed to be purchased, its cost and justification for the purchase, for inclusion in Mono's recommended budget for the following fiscal year. If the purchase is not approved by the Mono County Board of Supervisors as a part of the budget process, then Inyo may, in its sole discretion, pay the full cost for the purchase or forego the purchase.

If, due to unforeseen circumstances, the purchase of a capital asset is required outside of the normal budget process, Inyo shall provide Mono with written notice (which may be an email) as described above. Mono

shall have a reasonable opportunity (at least thirty (30) calendar days) to advise Inyo whether it agrees to pay fifty percent (50%), some other portion, or none of the costs of the purchase. Inyo may then determine, in its sole discretion, whether to proceed with or forego the purchase.

4. WORK SCHEDULE

It is understood by Inyo and Mono that the performance of services and work pursuant to this Agreement will require a varied schedule. The Veterans Services Officer shall be solely responsible for scheduling and allocating resources for work and services to be performed pursuant to this Agreement and in doing so shall be cognizant of and work to accommodate the business needs of both Counties. Notwithstanding anything to the contrary herein, the VSO shall spend at least four (4) days per calendar month in Mono County working in a location or locations to be determined by the VSO and the Mono County Administrative Officer.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Inyo to provide the services and work described in Attachment A are the responsibility of Inyo and must be valid at the time Inyo enters into this Agreement. Such licenses, certificates, and permits will be procured and maintained in force by Inyo.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Mono shall provide such office and file storage space and telephone service in Mono as it deems necessary for Inyo to provide the services identified in Attachment A to this Agreement.

7. MONO PROPERTY

Any and all documents, reports and files pertaining to work performed by Inyo for Mono pursuant to this Agreement are the property of Mono and at the termination of the Agreement, Inyo will convey possession and title to all such properties to Mono.

8. INSURANCE

Mono and Inyo shall procure and maintain, during the entire term of this MOU the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder and the results of that work by Inyo, its agents, representatives or employees, or sub-contractors. With regard to coverage of the Inyo Employees while in transit, and consistent with paragraph 10 of this Agreement pertaining to Mono responsibility for actions of Mono Employees while performing services on behalf of Mono pursuant to this Agreement, Mono will insure Inyo Employees when they are en route to a project where they are performing Mono business, so long as the Inyo Employees are within the Mono County limits. For any claims arising out of any Inyo Employee's performance of Services for Mono under this MOU, Mono's insurance coverage shall be the primary insurance coverage and at least as broad as ISO CG 20 01 04 13 as respects Inyo, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo, its officers, officials, employees, or volunteers shall be excess of Mono's insurance and shall not contribute with it:

General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by the VSO under this Agreement, including operations,

products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$10,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Auto Liability Coverage. Auto liability coverage in the amount of \$10,000,000 per occurrence applicable to all owned, non owned and hired vehicles. This coverage does not apply to auto vehicle physical damage.

Workers' Compensation. Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Employees of Inyo will be considered employees of Inyo while performing services for Mono under the scope of the Agreement. Mono will be responsible for reimbursing Inyo for workers' compensation premium costs incurred on behalf of the employee related to the services for Mono, as defined in the scope of services in this Agreement.

In the event that Mono County is liable under this agreement, if Mono maintains broader coverage and/or higher limits than the minimums shown herein, Inyo requires and shall be entitled to the broader coverage and/or the higher limits maintained by Mono. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo.

In the event that Inyo County is liable under this agreement, if Inyo maintains broader coverage and/or higher limits than the minimums shown herein, Mono requires and shall be entitled to the broader coverage and/or the higher limits maintained by Inyo. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Mono.

Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the Services required to be performed under this Agreement. Prior to Inyo commencing any Services for Mono under this Agreement, Mono and Inyo shall provide each other: (1) a certificate of insurance evidencing the coverage required; (2) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice.

9. 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 Mono and Inyo. Inyo is an independent contractor. The consideration set forth in Paragraphs 3 shall be the sole consideration due Inyo for the services rendered hereunder.

Inyo shall indemnify and hold Mono 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 Inyo's compensation.

Notwithstanding the above, the services provided by Inyo to Mono under this Agreement shall be provided in a manner consistent with reaching Mono's objectives of providing Veterans' services in and for Mono

County.

10. MUTUAL DEFENSE AND INDEMNIFICATION

It is the intent of this Agreement that Mono and Inyo be responsible for their own actions, and that the official actions of the Inyo County employees providing services under this Agreement be the responsibility of the agency during those times the employee(s) is working on behalf of that agency (i.e., it is Mono's responsibility during the times services are being provided in and for Mono pursuant to this Agreement, and Inyo's responsibility at all other times).

Each party to this Agreement shall defend, indemnify, and hold harmless each other, 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 their respective agents, officers, or employees. For purposes of this section, the employee(s) furnished by Inyo to Mono is an agent of Mono, not of Inyo during such times as said employee(s) is performing work, including travel and other incidental activities, in and for Mono. Such obligation to defend, indemnify, and hold each other, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Each party's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of their respective agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The respective obligations to defend, indemnify, and hold each other, their agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

11. RECORDS

Inyo shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Mono shall provide for storage of these records and Inyo shall use storage area provided by the Mono. For ease of access, Inyo may make duplicate copies of these records for accessibility from Inyo's offices.

12. NONDISCRIMINATION

During the performance of this Agreement, the parties to this Agreement, their 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, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. The parties to this Agreement, and their 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. The parties 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. TERMINATION

This Agreement may be terminated by Inyo or Mono County without cause, and at will, for any reason by giving to the other one hundred and eighty (180) calendar days written notice of such intent to terminate. In the event of termination by Mono pursuant to paragraph 2, written notice shall be given thirty (30) calendar days prior to termination.

14. ASSIGNMENT

This is an agreement for the personal services of Inyo and, in particular, of the Inyo employee serving as the Veterans' Services Officer. Mono has relied upon the skills, knowledge, experience, and training of Inyo as an inducement to enter into this Agreement. Inyo shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the Mono.

15. DEFAULT

If Inyo abandons the work, or fails to proceed with the work and services as scheduled pursuant to Section 4 above, in a timely manner, or fails in any way as required to conduct the work and services as required by this Agreement, Mono may declare Inyo in default and terminate this Agreement upon five (5) days written notice to Inyo. Upon such termination by default, Mono will pay to Inyo all amounts owing to Inyo for services and work satisfactorily performed to the date of termination on a prorated basis pursuant to Section 3 above.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a 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 21 below.

17. CONFIDENTIALITY

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

18. CONFLICTS

Inyo agrees to ensure that any of its employees utilized in the performance of this Agreement shall complete and file a conflict-of-interest statement.

19. POST-AGREEMENT COVENANT

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

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. 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 order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

22. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Inyo or Mono shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows, with copies sent to the respective parties' County Councils:

County of Mono:

Attn: Sandra Moberly, CAO
P.O. Box 696
Bridgeport, CA 93517
smoberly@mono.ca.gov

County of Inyo:

Nate Greenberg, CAO
224 North Edwards Street
Independence, CA 93526
ngreenberg@inyocounty.us

23. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

By: _____

Dated: _____

APPROVED AS TO FORM:

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTIES OF INYO AND MONO
FOR A SINGLE COUNTY VETERANS SERVICE OFFICE
AND VETERANS SERVICES OFFICER TO SERVE BOTH COUNTIES**

TERM:

FROM: January 9, 2024 **TO:** Until Terminated

SCOPE OF WORK:

When performing the following services for and on behalf of Mono, the VSO will take direction from the County Administrative Officer.

1. Perform the duties of the Veterans' Services Officer for the County of Mono as provided in Sections 970 et seq. of the California Military and Veterans Code.
2. Work in Mono County at least four (4) full days per calendar month at a location or locations determined by the VSO and the Mono County Administrative Officer.
3. Provide quarterly reports to the Mono County Board of Supervisors regarding the following:
 - a. The activities of the VSO and Veterans Services Office during the preceding quarter;
 - b. The number of Mono County veterans served and method of service (ie phone, in-person, written); and
 - c. The amount and types of benefits provided.

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
THE COUNTY OF INYO FOR THE PROVISION OF AGRICULTURAL COMMISSIONER,
DIRECTOR OF WEIGHTS, AND MEASURES AND PESTICIDE USE ENFORCEMENT
SERVICES**

INTRODUCTION

WHEREAS, Nathan Reade (“Mr. Reade”) is currently the duly appointed Agricultural Commissioner, Director of Weights and Measures, and County Pesticide Use Enforcement Officer (hereinafter referred to as “Agricultural Commissioner”) for both the County of Inyo (hereinafter referred to as “Inyo”) and the County of Mono (hereinafter referred to as “Mono”), and his personal services as a county officer to both counties have been governed by an Agreement between Inyo, Mono, and Mr. Reade entered into on or about August 13, 2013 (“the 2013 Agreement”); and,

WHEREAS, under the terms of the 2013 Agreement, Mr. Reade is an employee of Inyo who receives all of his compensation from Inyo, with Mono paying Inyo for 50% of the annual “consideration, cost of any licenses, certificates, permits, office space, supplies, equipment, staff, motor vehicles, etc. paid or provide by Inyo to Mr. Reade” for his services under the 2013 Agreement; and

WHEREAS, for their mutual convenience, the parties to the 2013 Agreement desire to replace that agreement with two separate but related agreements: (1) a personal services employment agreement between Inyo and Mr. Reade, which among other things allows for his continued services to Mono (“the Personal Services Agreement”); and (2) this Agreement between Inyo and Mono, which provides for Inyo’s continued provision to Mono of Agricultural Commissioner, Director of Weights and Measures, and Pesticide Use Enforcement Services in exchange for Mono’s continued payment to Inyo for such services; and

WHEREAS, Inyo and Mr. Reade entered into the Personal Services Agreement on or about April 17, 2018, which is incorporated herein by this reference; and Inyo and Mono now wish to enter into this Agreement and, concurrently, to terminate the 2013 Agreement (with Mr. Reade’s consent).

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the Counties of Inyo and Mono (sometimes referred to herein as “the Counties” or “the parties”) hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Inyo shall furnish to Mono those Agricultural Commissioner, Director of Weights, and Measures and Pesticide Use Enforcement services set forth in Attachment A, attached hereto and by reference incorporated herein. For the planning purposes of both Mono and Inyo, it is assumed that Mono will require Inyo’s services in approximately the same manner and frequency as provided in the 2013 Agreement. Such services shall be provided by Mr. Reade and his staff, or by any other Inyo County employee who may in the future be appointed by both Counties to serve as their respective Agricultural Commissioner. In the event the position now occupied by Mr. Reade becomes vacant for any reason, Mono may participate in the selection of his replacement by providing an individual to serve on the interview panel and/or to provide input into such other hiring process as Inyo may implement. Thereafter, an annual meeting between the County Administrators of the two counties shall be scheduled to review performance and expectations for the Agricultural Commissioner. In the event that Mono does not agree with the final selection made by the panel and/or with the appointment

ultimately made by Inyo, Mono shall provide notice to Inyo under paragraph 13 of this Agreement and will not appoint that individual as its Agricultural Commissioner.

Services and work provided by Inyo will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

For purposes of the regulation of cannabis and cannabis-regulated activities, this Agreement only contemplates the provision of services required of Agricultural Commissioners, Directors of Weights and Measures, and Pesticide Use Enforcement Officers by State Law when such cannabis activities are permitted, or not restricted by a local jurisdiction. This Agreement is not intended to provide for services or compensation associated with implementing or enforcing either Counties' local ordinances, regulations or requirements pertaining to commercial cannabis related activities unless this Agreement specifically amended to provide such services and compensation. To the extent that the Agricultural Commissioner provides such additional services, the County for which the services were provided shall be solely responsible for all salary, costs and other associated expenses and shall separately track work on such activities.

2. TERM

The term of this Agreement shall be from the date last executed by the parties (the "Effective Date") until terminated as provided below. The parties hereby agree that the 2013 Agreement shall terminate as of the Effective Date (note that Mr. Reade has also consented to said termination).

3. CONSIDERATION

A. Allocation of Costs for Services and Other Expenses

Except as provided in paragraphs B and C below, on or before August 1st following the close of the fiscal year, or within 30 days after this Agreement is terminated, Mono shall pay Inyo fifty percent (50%) of the consideration, cost of any licenses, certificates, permits, office space, supplies, equipment, staff, motor vehicles, etc., paid, or provided by Inyo under this Agreement for the preceding fiscal year. For purposes of annual expense calculations, revenue shall not include grants or subventions directed to the individual counties. Grants or subventions made jointly payable to Inyo and Mono Counties shall be included as revenue. The Agricultural Commissioner's Office shall track and report grant revenues annually by July 20, in accordance with the preceding paragraph.

B. Additional Procedures for Purchase of Capital Assets

For purposes of this Agreement, a capital asset is any item costing more than \$25,000 and having a useful life of more than one year. Prior to purchasing a capital asset which is subject to cost share under this Agreement, and no later than by March 31 of the fiscal year preceding the year in which the purchase is proposed to be made, Inyo shall provide Mono with written notice (which may be an email) describing the asset proposed to be purchased, its cost and justification for the purchase, for inclusion in Mono's recommended budget for the following fiscal year. If the purchase is not approved by the Mono County Board of Supervisors as a part of the budget process, then Inyo may, in its sole discretion, pay the full cost for the purchase or forego the purchase.

If, due to unforeseen circumstances, the purchase of a capital asset is required outside of the normal budget process, Inyo shall provide Mono with written notice (which may be an email) as described above. Mono shall have a reasonable opportunity (at least thirty (30) calendar days) to advise Inyo whether it agrees to pay fifty percent (50%), some other portion, or none of the costs of the purchase. Inyo may then determine, in its sole discretion, whether to proceed with or forego the purchase.

C. Allocation of Costs for Commercial Cannabis Activities

For purposes of annual expense calculations, the costs and revenues associated with the provision of Agricultural Commissioner, Director of Weights and Measures, and Pesticide Use Enforcement services specifically related to either county's local ordinances, regulations or requirements pertaining to commercial cannabis related activities shall be accounted for separately and excluded from the annual expense calculations, except for those services mandated by State, as opposed to allowed by local, law. Such annual accounting shall be provided to the other county for information purposes only.

The provision of services related to the local regulation of commercial cannabis in Mono County, other than required by State Law, may be specified by amending this Agreement to provide separate scope of work and fee schedule for these services.

4. WORK SCHEDULE

It is understood by Inyo and Mono that the performance of services and work pursuant to this Agreement will require a varied schedule. The Agricultural Commissioner and Director of Weights and Measures and Pesticide Use Enforcement Officer shall be solely responsible for scheduling and allocating resources for work and services to be performed pursuant to this Agreement and in doing so shall be cognizant of and work to accommodate the business needs of both Counties. Inyo County reserves the right to prioritize its business needs over Mono's business needs.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Inyo to provide the services and work described in Attachment A are the responsibility of Inyo and must be valid at the time Inyo enters into this Agreement. Such licenses, certificates, and permits will be procured and maintained in force by Inyo.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Mono shall provide such office and file storage space and telephone service in Mono as it deems necessary for Inyo to provide the services identified in Attachment A to this Agreement.

7. MONO PROPERTY

Any and all documents, reports and files pertaining to work performed by Inyo for Mono pursuant to this Agreement are the property of Mono and at the termination of the Agreement, Inyo will convey possession and title to all such properties to Mono.

8. INSURANCE

Mono and Inyo shall procure and maintain, during the entire term of this MOU the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder and the results of that work by Inyo, its agents, representatives or employees, or sub-contractors. With regard to coverage of the Inyo Employees while in transit, and consistent with paragraph 10 of this Agreement pertaining to Mono responsibility for actions of Mono Employees while performing services on behalf of Mono pursuant to this Agreement, Mono will insure Inyo Employees when they are en route to a project where they are performing Mono business, so long as the Inyo Employees are within the Mono County limits. For any claims arising out of any Inyo Employee's performance of Services for Mono under this MOU, Mono's insurance coverage shall be the primary insurance coverage and at least as broad as ISO CG 20 01 04 13 as respects Inyo, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo, its officers, officials, employees, or volunteers shall be excess of Mono's insurance and shall not contribute with it:

General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by the Agricultural Commissioner under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$10,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Auto Liability Coverage. Auto liability coverage in the amount of \$10,000,000 per occurrence applicable to all owned, non owned and hired vehicles. This coverage does not apply to auto vehicle physical damage.

Workers' Compensation. Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Employees of Inyo will be considered employees of Inyo while performing services for Mono under the scope of the Agreement. Mono will be responsible for reimbursing Inyo for workers' compensation premium costs incurred on behalf of the employee related to the services for Mono, as defined in the scope of services in this Agreement.

In the event that Mono County is liable under this agreement, if Mono maintains broader coverage and/or higher limits than the minimums shown herein, Inyo requires and shall be entitled to the broader coverage and/or the higher limits maintained by Mono. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo.

In the event that Inyo County is liable under this agreement, if Inyo maintains broader coverage and/or higher limits than the minimums shown herein, Mono requires and shall be entitled to the broader coverage and/or the higher limits maintained by Inyo. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Mono.

Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the Services required to be performed under this Agreement. Prior to Inyo commencing any Services for Mono under this Agreement, Mono and Inyo shall provide each other: (1) a certificate of insurance evidencing the coverage required; (2) a notice of cancellation or change of

coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice.

B. Consistent with the Inyo's responsibility under Section 10 of this MOU for actions of Inyo's Employees while performing services on behalf of Inyo, Inyo shall provide the following insurance:

9. STATUS OF INYO

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 Mono and Inyo. Inyo is an independent contractor. The consideration set forth in Paragraphs 3 shall be the sole consideration due Inyo for the services rendered hereunder.

Inyo shall indemnify and hold Mono 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 Inyo's compensation.

Notwithstanding the above, the services provided by Inyo to Mono under this Agreement shall be provided in a manner consistent with reaching Mono's objectives of providing Agricultural Commissioner, Weights and Measures, and Pesticide Use Enforcement services in and for Mono County and shall include taking regulatory action on outside entities and individuals within Mono's jurisdiction on behalf of Mono.

10. MUTUAL DEFENSE AND INDEMNIFICATION

It is the intent of this Agreement that Mono and Inyo be responsible for their own actions, and that the official actions of the Inyo County employees providing services under this Agreement be the responsibility of the agency during those times the employee(s) is working on behalf of that agency (i.e., it is Mono's responsibility during the times services are being provided in and for Mono pursuant to this Agreement, and Inyo's responsibility at all other times).

Each party to this Agreement shall defend, indemnify, and hold harmless each other, 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 their respective agents, officers, or employees. For purposes of this section, the employee(s) furnished by Inyo to Mono is an agent of Mono, not of Inyo during such times as said employee(s) is performing work, including travel and other incidental activities, in and for Mono. Such obligation to defend, indemnify, and hold each other, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Each party's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of their respective agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The respective obligations to defend, indemnify, and hold each other, their agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

11. RECORDS

Inyo shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Mono shall provide for storage of these records and Inyo shall use storage area provided by the Mono. For ease of access, Inyo may make duplicate copies of these records for accessibility from Inyo's offices.

12. NONDISCRIMINATION

During the performance of this Agreement, the parties to this Agreement, their 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, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. The parties to this Agreement, and their 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. The parties 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. TERMINATION

This Agreement may be terminated by Mono without cause, and at will, for any reason consistent with Mono's ability to terminate its appointment of the Agricultural Commissioner; either at the end of the four-year term or as provided by Section 2181 et seq. of the California Food and Agricultural Code or as provided in Section 12214 of the California Business and Professions Code. If this Agreement is terminated due to Mono deciding not to re-appoint the incumbent Agricultural Commissioner for another four-year term, Mono shall provide Inyo with notice not less than 90-days prior to the end of the four-year term. If Mono terminates appointment of the Agricultural Commissioner pursuant to Section 2181 et seq. of the California Food and Agricultural Code or as provided in Section 12214 of the California Business and Professions Code, Mono shall provide Inyo with thirty (30) calendar days written notice of such intent to terminate. In the event that the position becomes vacant at the end of, or during, the incumbent's term for any reason and Mono elects not to appoint as its Agricultural Commissioner the individual selected to fill the position, then Mono shall provide Inyo with thirty (30) calendar days' notice of its intent to terminate this Agreement.

Inyo may terminate this Agreement without cause, and at will, for any reason consistent with Inyo's ability to terminate its appointment of the Agricultural Commissioner; either at the end of four-year term or as provided by Section 2181 et seq. of the California Food and Agricultural Code or as provided in Section 12214 of the California Business and Professions Code. If this Agreement is terminated due to Inyo deciding not re-appoint the Agricultural Commissioner for another four-year term, Inyo shall provide Mono with notice not less than ninety (90) calendar days prior to the end of the four-year term. If Inyo terminates appointment of Agricultural Commissioner pursuant to Section 2181 et seq. of the California Food and Agricultural Code or as provided in Section 12214 of the California Business and Professions Code, Inyo shall provide Mono with thirty (30) calendar days written notice of such intent to terminate. Upon such termination, Mono will pay to Inyo all amounts owing to Inyo for services and work satisfactorily performed to the date of termination on a prorated basis pursuant to Section 3 above.

14. ASSIGNMENT

This is an agreement for the personal services of Inyo and, in particular, of the Inyo employee duly appointed by both counties to serve as their respective Agricultural Commissioner and Director of Weights and Measures and Pesticide Use Enforcement. Mono has relied upon the skills, knowledge, experience, and training of Inyo as an inducement to enter into this Agreement. Inyo shall not assign or subcontract this Agreement, or any part of it including the Personal Services Agreement, without the express written consent of the Mono.

15. DEFAULT

If Inyo abandons the work, or fails to proceed with the work and services as scheduled pursuant to Section 4 above, in a timely manner, or fails in any way as required to conduct the work and services as required by this Agreement, Mono may declare Inyo in default and terminate this Agreement upon five (5) days written notice to Inyo. Upon such termination by default, Mono will pay to Inyo all amounts owing to Inyo for services and work satisfactorily performed to the date of termination on a prorated basis pursuant to Section 3 above.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a 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 22 below.

17. CONFIDENTIALITY

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

18. CONFLICTS

Inyo agrees to ensure that any of its employees utilized in the performance of this Agreement shall complete and file a conflict-of-interest statement.

19. POST-AGREEMENT COVENANT

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

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. 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 order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

22. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Inyo or Mono shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows, with copies sent to the respective parties' County Councils:

County of Mono:

Attn: Sandra Moberly, CAO
P.O. Box 696
Bridgeport, CA 93517
smoberly@mono.ca.gov

County of Inyo:

Nate Greenberg, CAO
224 North Edwards Street
Independence, CA 93526
ngreenberg@inyocounty.us

23. ENTIRE AGREEMENT

As discussed above, the parties acknowledge the existence of the 2013 Agreement, which will be terminated concurrently with the Effective Date of this Agreement. With the exception of the 2013 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 executed in writing by the parties hereto.

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

COUNTY OF MONO

By: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
THE COUNTY OF INYO FOR THE PROVISION OF AGRICULTURAL COMMISSIONER AND
DIRECTOR OF WEIGHTS AND MEASURES AND PESTICIDE USE ENFORCEMENT
SERVICES**

TERM:

FROM: January 9, 2024 **TO:** Until Terminated

SCOPE OF WORK:

When performing the following services for and on behalf of Mono, the Agricultural Commissioner and Director of Weights and Measures and County Pesticide Use Enforcement Officer will take direction from, the Mono County Board of Supervisors. All other Inyo employees providing services to and in Mono pursuant to the Agreement will take direction from applicable Officers of Inyo.

1. Perform the duties of the Agricultural Commissioner for the County of Mono as provided in Sections 2001 et seq. of the California Food and Agricultural Code;
2. Perform the duties of the Sealer/Director of Weights and Measures for the County of Mono as provided in Section 12200 of the California Business & Professions Code;
3. Perform the duties of County Pesticide Use Enforcement Officer for the County of Mono as provided in the California Food and Agricultural Code, Sections 1401 et seq.
4. As directed by Mono County Resolution No. 84-3, or as amended by the Mono County Board of Supervisors, the Agricultural Commissioner and Director of Weights and Measures and County Pesticide Use Enforcement Officer is authorized to enter into enforcement and service contracts with other governmental agencies.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 9, 2024

Reference ID:
2023-4451

Acceptance of the Easement Deed for a Portion of North Round Valley Road

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Michael Errante, Public Works Director

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve Resolution No. 2024-02, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 009-120-03 for the North Round Valley Road Bridge over Pine Creek," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

During the design phase of the North Round Valley Road Bridge Project (Project), it was determined that Inyo County had a perfected 60-foot road right-of-way on the north side of the damaged bridge and a prescriptive (un-perfected) right-of-way from the bridge south to Pine Creek Road.

On January 11, 2021, the City of Los Angeles issued the County a Right of Entry letter allowing the Project to move forward to construction, while the official Easement Deed went to the Board of Water and Power Commissioners and the City of Los Angeles City Council for approval. The Project was completed on June 12, 2023, and the Easement Deed was signed by the Department of Water and Power General Manager on December 6, 2023.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	036400
Budgeted?	Yes	Object Code	5717
Recurrence	One-Time Expenditure		
Current Fiscal Year Imp			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to accept the Easement Deed. This is not recommended, as the deed allows for the ongoing maintenance of the North Round Valley Road bridge and the associated rock slope protection.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

The City of Los Angeles

ATTACHMENTS:

1. N. Round Valley Bridge Easement Resolution
2. Right of Entry Letter
3. N. Round Valley Road Appraisal Summary

APPROVALS:

Ashley Helms	Created/Initiated - 12/21/2023
Darcy Ellis	Approved - 12/22/2023
Ashley Helms	Approved - 12/26/2023
Breanne Nelums	Approved - 12/28/2023
John Vallejo	Approved - 12/29/2023
Amy Shepherd	Approved - 1/2/2024
Michael Errante	Approved - 1/4/2024
Nate Greenberg	Final Approval - 1/4/2024

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
ACCEPTING A HIGHWAY EASEMENT DEED ACROSS APN 009-120-03 FOR
THE NORTH ROUND VALLEY ROAD BRIDGE OVER PINE CREEK

WHEREAS, the City of Los Angeles (“Grantor”), as owner of the property located at APN 009-120-03 (“the Property”), agrees to grant the County of Inyo (“Grantee”) an easement to construct, maintain, and operate a bridge over and across that certain real property, as described in the attached legal description as Exhibit “A” and associated map as Exhibit “B”;

WHEREAS, the Board of Supervisors of the County of Inyo (“the Board”) desires to accept that Easement Deed; and

WHEREAS, the Board and the Grantor have mutually agreed to execute and record the Easement Deed, and the Certificate of Acceptance pursuant to Government Code 27281, attached hereto, to achieve the goals set out above.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board approves and accepts the Easement Deed from the Grantors; and
2. The Board authorizes Michael Errante, in his capacity as the Director of Public Works, to execute the Certificate of Acceptance, pursuant to Government Code § 27281, for the Acceptance of the Easement Deed on behalf of the Board.

PASSED AND ADOPTED this _____ day of _____, 2024, by the following vote:

AYES: _____
 NOES: _____
 ABSTAIN: _____
 ABSENT: _____

 Chairperson
 Inyo County Board of Supervisors

ATTEST:
 Clerk of the Board

By: _____
 Darcy Ellis,
 Assistant Clerk of the Board

RECORDING REQUESTED BY:
County of Inyo

WHEN RECORDED, MAIL TO:
County of Inyo
Public Works Department
P.O. Box Q
Independence, CA 93526

THE AREA ABOVE THIS LINE IS FOR RECORDER'S USE

EASEMENT DEED	Grantor:	City of Los Angeles
	Grantee:	County of Inyo
	Project:	Pine Creek Bridge Replacement
	APN(s)	Over 009-120-03-00

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND EXEMPT FROM FEES FOR RECORDING PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6103.

As authorized by the Board of Water and Power Commissioners by Resolution No. 23-415 adopted on February 4, 2023, and approved by the Los Angeles City Council on August 29, 2023, for valuable consideration, receipt of which is hereby acknowledged, the CITY OF LOS ANGELES, a municipal corporation, grants to the COUNTY OF INYO, an easement to construct, maintain, and operate a bridge over and across that certain real property owned by the City of Los Angeles and under the management and control of the Los Angeles Department of Water and Power, in the County of Inyo, State of California, described more particularly in Exhibit A and depicted on Exhibit B, attached hereto and made a part hereof.

SUBJECT TO all outstanding taxes and assessments, if any.

SUBJECT TO any and all agreements, covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, and other matters of record.

SUBJECT TO any rights-of-way which may be apparent if a visual inspection is made of said real property.

EXCEPTING AND RESERVING TO the City of Los Angeles all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water; and reserving unto the City of Los Angeles all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By: 
MARTIN L. ADAMS
General Manager and Chief Engineer

Date: 12-6-2023

And: 
CHANTE L. MITCHELL
Board Secretary

AUTHORIZED BY:

Resolution No..... 23-415
Adopted..... February 4, 2023
Approved by Council on August 29, 2023
Council File No..... 23-0415

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

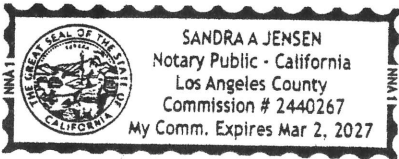
State of California

County of Los Angeles }

On December 6, 2023 before me, Sandra Jensen Notary Public
DATE Here Insert Name and Title of the Officer

personally appeared Martin L. Adams & Chantel L. Mitchell
NAME(S) OF SIGNER(S)

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



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

WITNESS my hand and official seal.

Signature Sandra Jensen
SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above



CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between THE CITY OF LOS ANGELES, a municipal corporation and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2024-____ of the Inyo County Board of Supervisors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Michael Errante P.E.
Director of Public Works, County of Inyo

Exhibit A

DESCRIPTION
NORTH ROUND VALLEY ROAD
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 09-120-03)

All that real property situated in the County of Inyo, State of California, described as follows:

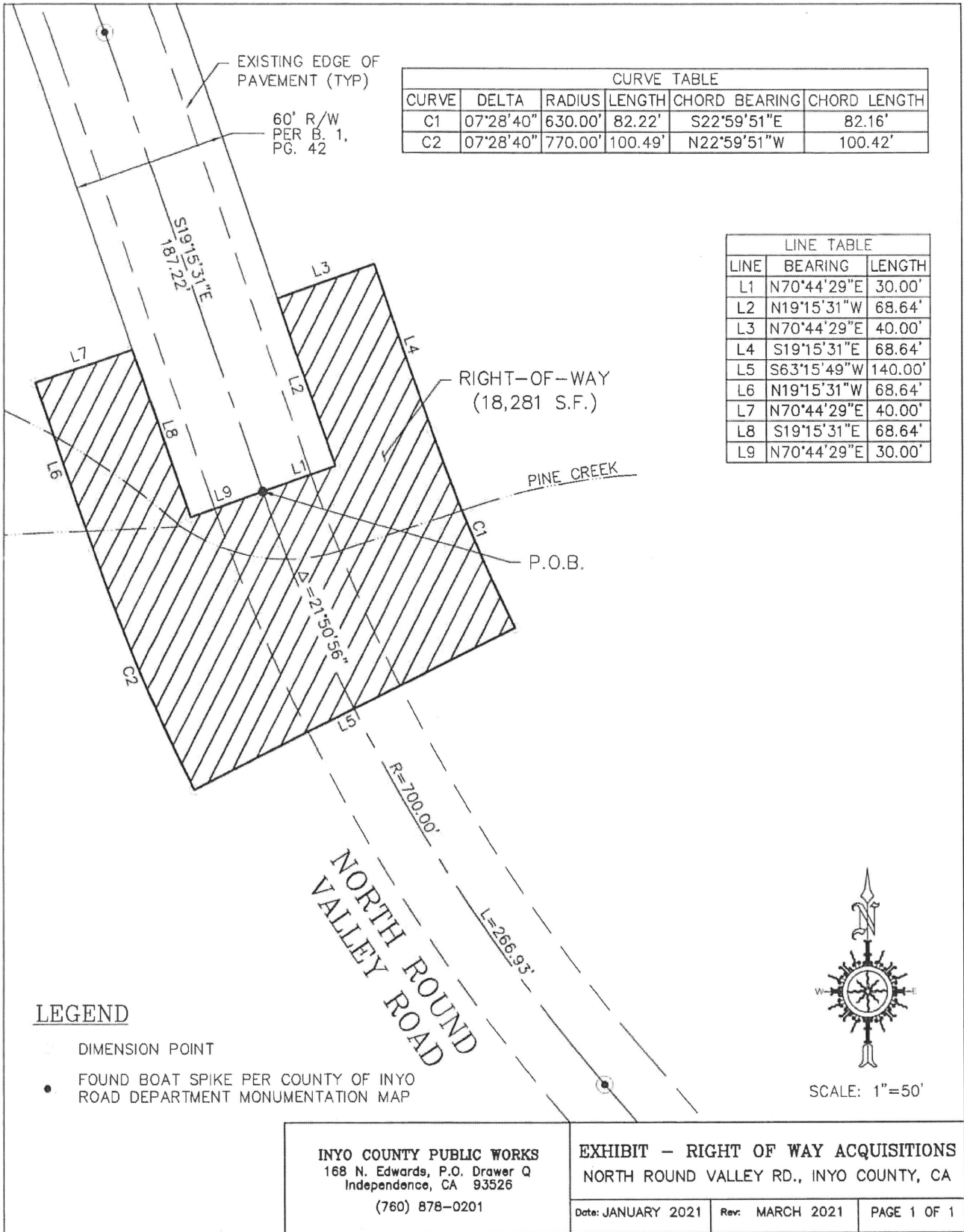
A strip of land for right-of-way purposes located within a portion of Section 17, Township 6 South, Range 31 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at a found boat spike on the centerline of North Round Valley Road, station 340+19.62 (point of curve) per the unrecorded map of the Final Monumentation on North and South Round Valley Roads Resurfacing Project for the County of Inyo Road Department dated December, 2003;
thence along said centerline, South 19°15'31" East, 187.22 feet to a point of curve, said point falling on the southerly line of an existing sixty-foot (60') right-of-way per the Deed filed for record January 13, 1889 in the office of Recorder, Inyo County, California, in Book 1, at Page 42, said point being the TRUE POINT OF BEGINNING;
thence along said southerly line, North 70°44'29" East, 30.00 feet to the southeasterly terminus of said sixty-foot (60') right-of-way;
thence along the easterly line of said existing sixty-foot (60') right-of-way, North 19°15'31" West, 68.64 feet;
thence North 70°44'29" East, 40.00 feet;
thence South 19°15'31" East, 68.64 feet;
thence along the arc of a curve to the left, having a radius of 630.00 feet, central angle of 07°28'40" and arc length of 82.22 feet;
thence South 63°15'49" West, 140.00 feet;
thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 770.00 feet, central angle of 07°28'40", arc length of 100.49 feet, and chord bearing and distance of North 22°59'51" West, 100.42 feet;
thence North 19°15'31" West, 68.64 feet;
thence North 70°44'29" East, 40.00 feet to a point on the westerly line of said existing sixty-foot (60') right-of-way of North Round Valley Road;
thence along said westerly line of an existing sixty-foot (60') right-of-way, South 19°15'31" East, 68.64 feet to the southwesterly terminus of said sixty-foot (60') right-of-way;
thence along said southerly line of said sixty-foot (60') right-of-way, North 70°44'29" East, 30.00 feet to the POINT OF BEGINNING, containing 18,281 square feet, more or less.

The Basis of Bearing of these descriptions is NAD83, California Coordinate System, Zone 4 per Record of Survey No. 04-005 filed for record April 2, 2008 in the office of Recorder, Inyo County, California in Book 17, Pages 46-51.



Exhibit B



COUNTY OF INYO POST [Open AP Batch Proof] Set ID: SF21407A Page 1
 TUE, APR 13, 2021, 3:31 PM --req: SWARD-2---leg: GL ---loc: AUD-----job:2894134 J3445-----prog: OH450 <4.13>---report id: OHBPROOF

BUDGET UNIT	Invoice Number	Invoice Amt	Units	Set ID	Inv Date	Division Code	Pay Terms	PTerm Stat
BUDUNIT Description	Secondary Ref	Distribution Amt	Tax	Tax Amt	Due Date	Vendor ID / FEEDB Cd / Addr Cd		Misc Post
OBJECT Description	Encl PO# / Pmt	Discount Amt	Tax2	Tax2 Amt	Rcv Date	Vendor Name		PType Sec
	Product ID	Pay Disc Amt	Chrg	Charge Amt	Disc Date	Vendor Address Line(s)		Sc/Tif Prep
	Item Description--Item Description	Duty	Duty	Duty Amt	Ck ID-No	Vendor City, State, Zip		Rl/2 Cktp
=====	=====	=====	=====	=====	=====	=====	=====	=====
034600-5717	011121	150.00	1	SF21407A	01/11/2021	VEND		.0000 DS
ROAD	PINE CREEK BRIDG	150.00			04/14/2021	P0000630	DM	01
NORTH ROUND VALLEY ROAD		0.00				LOS ANGELES - DWP, CITY OF	CHK	SPW
	INYO CO. BRIDGE# 48C004	0.00						NB SEAL
	Net Amount:	150.00						

Set ID:	SF21407A	System Computed Total:	150.00	User Computed Total:	150.00	TOTALS MATCH
				Distribution Total:	150.00	
				Net Total:	150.00	

CORRECTED

BUDGET UNIT	Description	Invoice Amt	Units	Set ID	Inv Date	Division Code	Pay Terms	ETerm Stat
BUDUNIT	Secondary Ref	Distribution Amt	Tax	Tax Amt	Due Date	Vendor ID / PEDB Cd	Addr Cd	Misc Post
OBJECT	Ench PO# / Fmt	Discount Amt	Tax2	Tax2 Amt	Rcv Date	Vendor Name		PType Sec
	Product ID	Pay Disc Amt	Chrg	Charge Amt	Disc Date	Vendor Address Line(s)		Sc/Tf Prep
	Item Description	Item Description	Duty	Duty Amt	Ck ID-No	Vendor City, State, Zip		R1/2 Cktp

=====
 GRAND TOTAL: System Computed Total: 150.00 User Computed Total: 150.00 TOTALS MATCH
 Distribution Total: 150.00

=====
 GRAND NET TOTAL: 150.00



BUDGET UNIT Invoice Number Invoice Amt Units Set ID Inv Date Division Code Pay Terms PTerm Stat
 BUDUNIT Secondary Ref Distribution Amt Tax 0.00 01/11/2021 VEND SF21407A 01/11/2021 VENDOR DS
 OBJECT Enclb PO# / Pmt Discount Amt Tax2 150.00 0.00 01/11/2021 P0000630 E P0000630 LOS ANGELES - DWP, CITY OF AP 01
 Description Product ID Pay Disc Amt Chrg Charge Amt Disc Date Vendor Name Vendor Address Line(s) Sc/Tf Prep Misc Post
 Description Item Description--Item Description Duty 0.00 0.00 0.00 300 MANDICH LANE NB SFAL
 034600-5717 011121 150.00 1 JNYO COUNTY ROAD DEPT BISHOP, CA 93514 RI/2 Cktp
 ROAD RIGHT OF ENTRY Net Amount: 150.00

Set ID: SF21407A System Computed Total: 150.00 User Computed Total: 150.00 TOTALS MATCH
 Distribution Total: 150.00
 Net Total: 150.00

Handwritten signature and date: 4/7/21

BUDGET UNIT	Invoice Number	Invoice Amt Units	Set ID	Inv Date	Division Code	Pay Terms	PTerm Stat
BUDUNIT	Secondary Ref	Distribution Amt Tax	Tax Amt	Due Date	Vendor ID / PEDB Cd / Addr Cd	Misc Post	
OBJECT	Ench PO# / Pmt	Discount Amt Tax2	Tax2 Amt	Rcv Date	Vendor Name	PType Sec	
	Product ID	Pay Disc Amt Chrg	Charge Amt	Disc Date	Vendor Address Line(s)	Sc/ff Prep	
	Item Description	Item Description Duty	Duty Amt	Ck ID-No	Vendor City, State, Zip	R1/2 Cktp	

=====
 GRAND TOTAL: System Computed Total: 150.00 User Computed Total: 150.00 TOTALS MATCH
 Distribution Total: 150.00

GRAND NET TOTAL: 150.00



CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners
Cynthia McClain-Hill, President

Susana Reyes, Vice President

Jill Banks Barad

Mia Lehrer

Nicole Neeman Brady

Susan A. Rodriguez, Secretary

Martin L. Adams, General Manager and Chief Engineer

January 11, 2021

Mr. Michael Errante, P.E.
Inyo County Director of Public Works
168 N. Edwards Street
Independence, CA 93526

Dear Mr. Errante:

Subject: Right of Entry for Bridge No. 48C004 - Pine Creek Bridge

Enclosed are three copies of a Right of Entry granting the County of Inyo permission to enter City of Los Angeles property and commence construction of its *North Round Valley Road Bridge Replacement Project*, located in Bishop, Inyo County, California.

If the Right of Entry meets with your approval, please sign and return two copies to Los Angeles Department of Water and Power, 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. After the Right of Entry has been approved, a fully executed copy will be returned to you.

If you have any questions, please contact Mr. Donald S. McGhie at (760) 873-0248, or by e-mail at donald.mcghie@ladwp.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "AP", with a long horizontal flourish extending to the right.

Adam Perez
Manager of Aqueduct

DSM:bs
Enclosures
c: Mr. Donald S. McGhie

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 19th day of January 2021 an order was duly made and entered as follows:

***Public Works –
Right of Entry for
Bridge Project***

Moved by Supervisor Roeser and seconded by Supervisor Kingsley to approve the Right of Entry between the County of Inyo and the Los Angeles Department of Water and Power for temporary construction and laydown areas and construction of rock slope protection for the North Round Valley Road Bridge Replacement Project, and authorize the Director of Public Works to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 19th
Day of January, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____

Routing
CC Purchasing Personnel Auditor CAO: Other: Public Works DATE: February 1, 2021

*PO0000030
5717*

OTHER AGENCY INVOLVEMENT:

Los Angeles Department of Water and Power

FINANCING:

The Right of Entry fee of \$150, and the eventual permanent ROW purchase of \$1,000 will be paid from the Road Budget (034600), Object Code 5717 (North Round Valley Road). The costs are eligible for partial reimbursement by the California Office of Emergency Services.

ATTACHMENTS:

1. ROE Pine Creek Bridge

APPROVALS:

Ashley Helms	Created/Initiated - 12/17/2020
Darcy Ellis	Approved - 12/23/2020
Ashley Helms	Approved - 1/11/2021
Breanne Nelums	Approved - 1/11/2021
Michael Errante	Approved - 1/11/2021
Marshall Rudolph	Approved - 1/11/2021
Amy Shepherd	Approved - 1/11/2021
Ashley Helms	Approved - 1/11/2021
Michael Errante	Final Approval - 1/11/2021



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: January 19, 2021

FROM: Ashley Helms

SUBJECT: Approval of the Right of Entry for the North Round Valley Road Bridge Replacement Project

RECOMMENDED ACTION:

Request Board approve the Right of Entry between the County of Inyo and the Los Angeles Department of Water and Power for temporary construction and laydown areas and construction of rock slope protection for the North Round Valley Road Bridge Replacement Project, and authorize the Director of Public Works to sign.

SUMMARY/JUSTIFICATION:

On North Round Valley Road, Inyo County has an existing road Right of Way (ROW) of 60 feet from the damaged bridge over Pine Creek north to the intersection of Birchim Lane; and a prescriptive road easement of 40 feet from the bridge south to the intersection of Pine Creek Road.

For the construction of the North Round Valley Road Bridge Replacement Project, the contractor will need access to additional area for staging, dewatering during in-stream work and for the construction of the rock slope protection that will prevent future erosion around the bridge structure. The Los Angeles Department of Water and Power (LADWP) is the surrounding land owner.

Inyo County hired Bender Rosenthal Inc. to complete an appraisal of the required temporary construction access and permanent easement areas. Public Works submitted plat maps, legal descriptions and the appraisal, which determined the easements have a value of \$1,000, to LADWP.

Due to the long lead time for permanent ROW acquisition, which requires approval by the Los Angeles City Council, the LADWP Real Estate Office prepared a Right of Entry document. This document allows the project to move forward this winter, although it does have an element of risk, as includes the wording that the "Right of Entry and the permission herein given may be revoked by LADWP at any time without cause for any reason or no reason at all by the giving of 180 days' written notice to Permittee."

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Right of Entry, and direct staff to complete the permanent ROW acquisition prior to construction of the project. This is not recommended, as it will delay the high priority project for approximately one year.



CUSTOMERS FIRST

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Board of Commissioners
Cynthia McClain-Hill, President
Susana Reyes, Vice President
Jill Banks Barad
Mia Lehrer
Nicole Neeman Brady
Susan A. Rodriguez, Secretary

Martin L. Adams, General Manager and Chief Engineer

January 11, 2021

Mr. Michael Errante, P.E.
Inyo County Director of Public Works
168 N. Edwards Street
Independence, CA 93526

Dear Mr. Errante:

Subject: Right of Entry for Bridge No. 48C004 - Pine Creek Bridge

Enclosed are three copies of a Right of Entry granting the County of Inyo permission to enter City of Los Angeles property and commence construction of its *North Round Valley Road Bridge Replacement Project*, located in Bishop, Inyo County, California.

If the Right of Entry meets with your approval, please sign and return two copies to Los Angeles Department of Water and Power, 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. After the Right of Entry has been approved, a fully executed copy will be returned to you.

If you have any questions, please contact Mr. Donald S. McGhie at (760) 873-0248, or by e-mail at donald.mcghie@ladwp.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'AP', with a long horizontal line extending to the right.

Adam Perez
Manager of Aqueduct

DSM:bs
Enclosures
c: Mr. Donald S. McGhie

RIGHT OF ENTRY

The LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) hereby gives permission to the COUNTY OF INYO (hereinafter Permittee) to enter that certain real property owned by the City of Los Angeles (City), and under the management and control of LADWP, identified as Temporary Construction Laydown and Staging Areas No. 1 and No. 2, and more particularly described in Attachment 1, attached hereto and made a part hereof (hereinafter referred to as "Property"), for the purposes of construction laydown and staging and the construction of rock slope protection in connection with the Permittee's *North Round Valley Road Bridge Replacement Project* (Project); and

WHEREAS, Permittee is requesting (1) permission from LADWP to temporarily access and use the Property for the Project, and (2) to acquire permanent easements from the City as identified in Attachment 2, attached hereto and made a part hereof, for the Project, and whereby the parties have agreed to only grant the above temporary permission for construction laydown and staging purposes and the construction of rock slope protection on City Property, subject to approval by the LADWP Board of Water and Power Commissioners (Board) and the Los Angeles City Council for the sale of an easement to Permittee for the Project.

WHEREAS, LADWP may convey an interest in real property only with the express written permission of the Board and the Los Angeles City Council; and

WHEREAS, Permittee requests to enter the Property to commence construction activities and requests this Right of Entry to keep the Project on schedule prior to the Board and City Council's consideration of easement rights, assuming all risks associated with such advance entry, including the risk that the Board or City Council may not approve the sale of the real property rights and interests to Permittee, that this Right of Entry may be revoked, and that Permittee may be required to remove all improvements and restore the Property to its original condition at its sole cost and expense; and

WHEREAS, Permittee is in compliance with the California Environmental Quality Act (CEQA) Guidelines Sections 15070-15075 (MND previously adopted). In accordance with CEQA, a Mitigated Negative Declaration (MND) was prepared by the Permittee to analyze the impacts associated with the Project. On January 20, 2020, the Inyo County Planning Department approved the Project and filed a Notice of Determination.

WHEREAS, LADWP finds that (1) the Property is not presently needed for Departmental purposes and (2) the grant of this Right of Entry will not interfere with Departmental purposes.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, permission is given subject to the following conditions:

1. Permission: This Right of Entry shall not imply or confer any greater right or permission than LADWP has or can hereby lawfully give. Permittee's use of the Property shall be limited to the Project described herein and for

no other purpose. Permittee will at all times exercise the permission herein given in such manner as will not interfere with LADWP's use of the Property for the purpose for which it is held, not inconsistent with the rights herein granted.

- 1.1. **Temporary Access:** The Property shall only be used for access, temporary construction laydown and staging purposes, and the construction of rock slope protection necessary for the Project. Care shall be taken to minimize the disturbance to groundcover and other vegetation on the Property and surrounding area. Permittee shall be responsible to restore the Property and surrounding area to the satisfaction of LADWP upon expiration or termination of this Right of Entry.
2. **Fee(s):** Permittee shall pay to LADWP a fee of \$150 for this Right of Entry covering the construction laydown and staging area identified in Attachment No. 1. Further, Permittee agrees to pay an additional \$1,000 for the requested easement identified in Attachment No. 2 should LADWP Board and City Council approve the sale of an easement. The \$1,000 fee will be due 60 days after City Council approval.
3. **Term:** This Right of Entry shall commence upon full execution of this agreement and (1) for construction laydown and staging purposes, terminate within two (2) years of the date of execution of this Right of Entry, or upon the date of completion of the Project, whichever event occurs first, and (2) for the construction and placement of rock slope protection on the Property, terminate within five (5) years of the date of execution of this Right of Entry, or upon sale of an easement to Permittee, whichever event occurs first, unless sooner terminated in accordance with this Right of Entry.
4. **Termination:** Regardless of the manner or duration of use or occupancy of the Property by Permittee, and regardless of the character of any work done or improvements made therein or thereon by Permittee, this Right of Entry and the permission herein given may be revoked by LADWP at any time without cause for any reason or no reason at all by the giving of 180 days' written notice to Permittee. Furthermore, this Right of Entry and the permission herein given may be immediately revoked by LADWP in the event of any failure or refusal on the part of Permittee to comply with or perform any of the terms or conditions herein. Failure by LADWP to revoke this Right of Entry for noncompliance with or nonperformance of the terms or conditions by Permittee shall not constitute a waiver of such rights or any of the terms or conditions herein.
5. **Restoration:** Upon expiration or any termination of this Right of Entry, Permittee will be responsible for removing all improvements and restoring the Property to the satisfaction of LADWP. If LADWP determines that restoration has not been completed, LADWP may restore the Property

entirely at the risk and sole cost and expense of the Permittee. LADWP will bill the Permittee for the full cost for said restoration and Permittee shall promptly pay LADWP for such restoration costs.

6. Compliance with Laws: All work done, pursuant to the terms of this Right of Entry, shall be done in accordance with all applicable federal, state, local, or municipal laws, ordinances, statutes, permits, and regulations governing such work; and the provisions of such laws, ordinances, statutes, permits, and regulations are, by reference, made a part hereof as though incorporated verbatim herein. Furthermore, at Permittee's expense, Permittee shall be responsible for obtaining all required permits and environmental reviews necessary to use the Property under this Right of Entry.
7. Insurance: Permittee shall furnish LADWP with evidence of insurance that conforms to the insurance requirements contained in the enclosed *Contract Insurance Requirements*, hereto as Exhibit B and made a part hereof, which specifically outlines the types and amounts of coverage required for this permission. An Accord Certificate 25 evidencing coverage shall be sent to the Department of Water and Power's Risk Management section at the following address:

Los Angeles Department of Water and Power
Risk Management Section
P.O. Box 51111, Room 465
Los Angeles, CA 90051-0100
(213) 367-4007

LADWP acknowledges Permittee's Self-Insured Status and accepts this status in lieu of commercial policies of insurance, and in satisfaction of all insurance requirements set forth below. Permittee will submit to LADWP a Statement of its Self-Insured Status. LADWP's acceptance of Permittee's Self-Insured Status in no way affects or limits its obligations as stated in the Indemnification clause of this Right of Entry.
8. Eminent Domain; Relocation: Nothing in this Right of Entry shall in any way constrain or be interpreted to waive any rights LADWP may have to object or put forth any defenses or challenges to any action to condemn the Property. Permittee acknowledges that it is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other provisions of law upon the expiration or termination of this Right of Entry.
9. Assignment and Subletting: Permittee shall not assign, or otherwise transfer all or any part of its interest in this Right of Entry or the Property without the prior written consent of LADWP.
10. Water and Water Rights: There is excepted from this Right of Entry and reserved to the City all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights

appurtenant or in anywise incident to the lands or real property covered by this Right of Entry, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.

Unless otherwise stated herein, the Permittee shall have no rights or entitlement to develop, take, transport, control, regulate, or use any water, whether surface, subsurface, or of any other kind, or infringe on the water rights of the City.

11. **Notices:** Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid first-class mail. Any such notice shall be addressed as follows:

To LADWP:
Real Estate Section
300 Mandich Street
Bishop, California 93514-3449

To Permittee:
Inyo County Public Works Department
168 N. Edwards Street
Independence, California 93526

Or to such other address as LADWP and Permittee may hereafter designate by written notice. Notice shall be deemed communicated within twenty-four (24) hours from the time of mailing if mailed as provided in this section.

12. **Indemnity:**
 - 12.1. Permittee has inspected the Property, knows the condition thereof, and on behalf of itself and its officers, employees, agents, sub-permittees, contractors and sub-contractors of any tier undertakes and agrees to indemnify and hold harmless the City of Los Angeles, LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of its officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "LADWP Indemnitees"), and at the option of the LADWP, defend by counsel satisfactory to the LADWP, the LADWP Indemnitees from and against any and all liens and claims of liens, suits, causes of action, claims, administrative proceedings, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, including but not limited to costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs or losses of any kind or nature whatsoever that are incurred by or asserted against the

LADWP Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Permittee's officers, employees, sub-permittees, contractors and sub-contractors of any tier, customers, invitees and agents, or persons who enter onto the Property, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incidental to, or connected in any manner to:

- 1) this Right of Entry;
- 2) the Property covered under this Right of Entry;
- 3) the acts or omissions of Permittee or its officers, employees, sub-permittees, contractors and sub-contractors of any tier, agents, or invitees;
- 4) relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Permittee or its officers, agents, employees, contractors or sub-contractors of any tier with respect to any property covered under this Right of Entry, regardless of any negligence on the part of the LADWP Indemnitees; except for the sole negligence or willful misconduct of LADWP.

This indemnity shall apply whether occurring during the term of this Right of Entry and any time thereafter, and shall be in addition to any other rights or remedies which the LADWP Indemnitees have under law or under this Right of Entry.

13. **Costs:** All work in connection with this permission and construction of the Project described herein shall be done without cost or liability to LADWP and Indemnitees.
14. **Surrender of Premises:** Permittee shall be responsible, to the extent caused by or introduced onto the Property by Permittee, for any and all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority regulating, or imposing liability or standards of conduct concerning any pollutant, contaminant, hazardous waste or hazardous substance on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act (15 USCS §§2601 et seq.); the Hazardous Materials

Transportation Act (49 USCS §§5101 et seq.); the Federal Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§9601 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§651 et seq.); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§25249.5 et seq.); and the Porter-Cologne Water Quality Control Act (Wat. C. §§13000 et seq.); together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to any pollutant, contaminant, hazardous waste or hazardous substances on, under, or about the premises, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of LADWP and any governmental body having jurisdiction there over.

15. City of Los Angeles Ordinance Provisions:

- 15.1. Non-Discrimination: During the term of this permission, Permittee shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition. Any subcontracts shall contain a like nondiscrimination clause. The applicable provisions of Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 CFR pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code pertaining to nondiscrimination in employment in the performance of City contracts are incorporated herein by reference and made a part hereof as if they were fully set forth herein.
- 15.2. Affirmative Action Plan: Permittee shall have, as per Los Angeles Administrative Code Section 10.8.4, an Affirmative Action Plan on file with the Director of Corporate Purchasing Services. Permittee's plan shall be submitted on LADWP's form, available from the Director of Corporate Purchasing Services.
- 15.3. Child Support Assignment Orders: Permittee shall comply with Section 10.10, of the Los Angeles Administrative Code. LADWP requires all permittees and their subcontractors entering into a contract with LADWP to comply with all reporting requirements and court-ordered wage earning assignments.

- 15.4. Service Contractor Worker Retention Ordinance and Living Wage Ordinance: Under provisions of Section 10.36 et seq., and Section 10.37 et seq. of the Los Angeles Administrative Code, all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for LADWP and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; use permits, licenses; or, certain recipients of LADWP financial assistance, shall comply with all applicable provisions of the Ordinances. LADWP shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue legal remedies that may be available, if LADWP determines that the subject contractor or financial recipient violated the provisions of the referenced Code Section.
- 15.5. Equal Benefits Ordinance: This permission is subject to Section 10.8.2.1 of the Los Angeles Administrative Code related to equal benefits to employees. Permittee agrees to comply with the provisions of Section 10.8.2.1.
- 15.6. Equal Employment Practices Ordinance: This permit is subject to Section 10.8.3 of the Los Angeles Administrative Code related to equal employment practices. Permittee agrees to comply with the provisions of Section 10.8.3.
- 15.7. Slavery Disclosure Ordinance: This permission is subject to the applicable provisions of the Slavery Disclosure Ordinance (SDO) Section 10.41, et seq., of the Los Angeles Administrative Code. Unless otherwise exempt in accordance with the provisions of this Ordinance, Permittee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, LADWP has the authority, under appropriate circumstances, to terminate this permission and otherwise pursue legal remedies that may be available to LADWP if it determines that Permittee failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.
- 15.8. Prevailing Wages:
- 15.8.1. To the extent applicable, Permittee shall pay or cause to be paid to all workers employed in connection with the construction of the improvements, not less than the prevailing rates of wages, as provided in the statutes applicable to City public work contracts, including without limitation Sections 1770-1780 of the California Labor Code.
- 15.8.2. If federal funds were at any time used in the acquisition of this land or will be used in connection with the construction of any

improvements, Permittee shall comply with or cause its general contractor and all subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et. seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010). In the event both State Prevailing wages and Davis-Bacon Act wages will be required; all works shall be paid at the higher of the two wages.

- 15.8.3. Prior to the commencement of construction, and as soon as practicable in accordance with the applicable Schedule of Performance, Permittee shall contact the City to schedule a preconstruction orientation meeting with Permittee and with the general contractor to explain such matters as the specific rates of wages to be paid to workers in connection with the construction of the improvements, preconstruction conference requirements, record keeping and reporting requirements necessary for the evaluation of Permittee's compliance with this section.
- 15.8.4. Permittee shall monitor and enforce any applicable prevailing wage requirements imposed on its contractors and subcontractors, including withholding payments to those contractors or subcontractors who violate these requirements. In the event that Permittee fails to monitor or enforce these requirements against any contractor or subcontractor, Permittee shall be liable for the full amount of any underpayment of wages, plus costs and attorney's fees, as if Permittee was the actual employer, and the City or the State Department of Industrial Relations may withhold monies owed, may impose penalties on Permittee in the amounts specified herein, may take action directly against the contractor or subcontractor as permitted by law, and/or may declare Permittee in default of this permission and thereafter pursue any of the remedies available under this permission.
- 15.8.5. Permittee agrees to include, or cause to be included, the above provisions in all bid specifications for work covered under this permission.
- 15.8.6. Permittee shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the Indemnitees against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Permittee, its contractor and subcontractors) to pay prevailing wages as determined pursuant

to California Labor Code Sections 1720 et seq. and implementing regulation or comply with the other applicable provisions of California Labor Code Sections 1720 et seq. and implementing regulations of the State Department of Industrial Relations in connection with construction of the improvements or any other work undertaken or in connection with the permission. This indemnity shall apply whether occurring during the term of this permission and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this permission. This section and the obligations herein, shall survive the expiration or earlier termination of this permission.

- 15.9. Amendments to Ordinances and Codes: The obligation to comply with the aforementioned Ordinances and Los Angeles Administrative Code Sections, which have been incorporated into this permission by reference, shall extend to any amendments, which may be made to those Ordinances and Administrative Code Sections during the term of this permission.
16. Governing Law and Venue: This Right of Entry shall be interpreted, governed by, and construed under the laws of the State of California and venue shall lie in the County of Los Angeles.
17. No Third-Party Beneficiaries: The parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this Right of entry or the permission granted herein, or of any duty, covenant, obligation, or undertaking established under this Right of Entry.
18. Executed in Counterpart: This Right of Entry may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

The person executing this Right of Entry hereby represents and warranties that they are duly authorized by the party or entity they represent to execute this Right of Entry on behalf of the party or entity.

By execution of this Right of Entry, each party hereby acknowledges the receipt and acceptance of the terms and conditions of this Right of Entry.

PERMITTEE

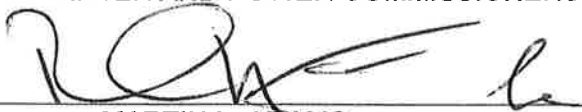
Date: 1/25/21

By: 

The person executing this Right of Entry hereby represents and warrants that they are duly authorized by the party or entity they represent to execute this Right of Entry on behalf of the party or entity.

By execution of this Right of Entry, each party hereby acknowledges the receipt and acceptance of the terms and conditions of this Right of Entry.


DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By: 
MARTIN L. ADAMS
General Manager and Chief Engineer

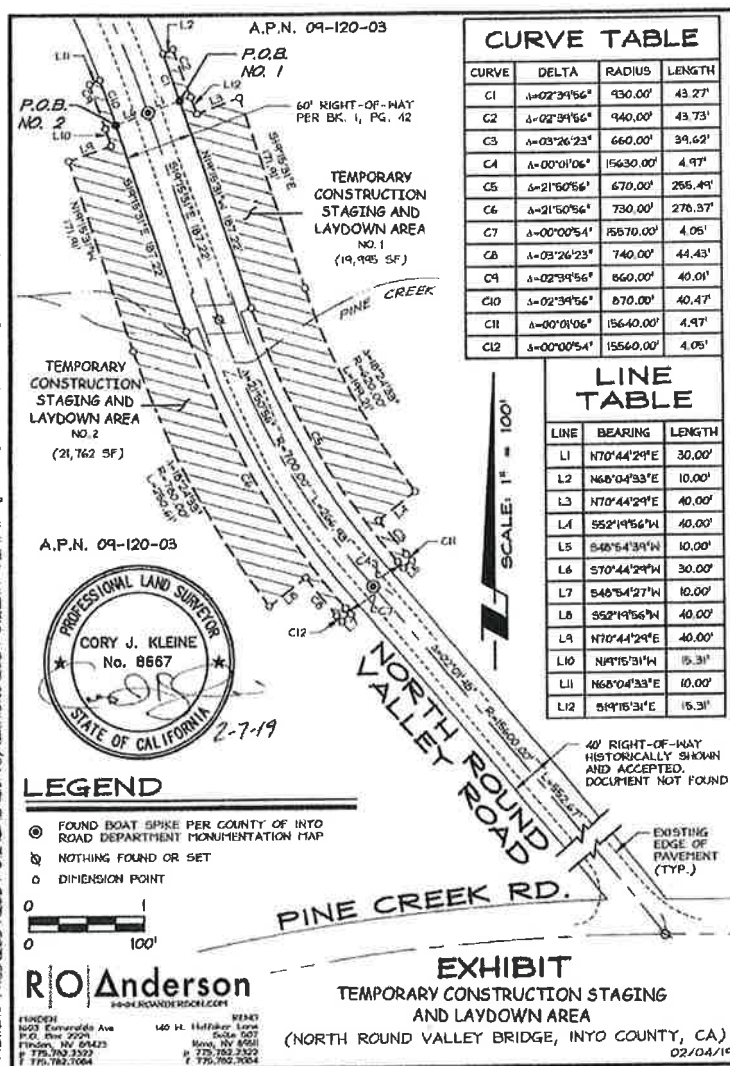
Date: March 31, 2021

And: _____
SUSAN A. RODRIGUEZ
Board Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

JAN 20 2021
BY 
JOHN BEALUM
DEPUTY CITY ATTORNEY

Attachment 1



Attachment 1

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02/04/19
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**DESCRIPTION
NORTH ROUND VALLEY ROAD
TEMPORARY CONSTRUCTION STAGING AND LAYDOWN AREAS
(OVER A.P.N. 09-120-03)**

All that real property situate in the County of Inyo, State of California, described as follows:

TEMPORARY CONSTRUCTION STAGING AND LAYDOWN AREA NO. 1:

A strip of land for temporary construction purposes located within a portion of Section 17, Township 6 South, Range 31 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at a found boat spike on the centerline of North Round Valley Road, station 340+19.82 (point of curve) per the unrecorded map of the Final Monumentation on North and South Round Valley Roads Resurfacing Project for the County of Inyo Road Department dated December 2003;

thence North 70°44'29" East, 30.00 feet to a point on the easterly line of a sixty-foot (60') right-of-way of said North Round Valley Road per the Deed filed for record January 13, 1889 in the office of Recorder, Inyo County, California, in Book 1, at Page 42, the POINT OF BEGINNING;

thence along said easterly right-of-way line of North Round Valley Road, along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 930.00 feet, central angle of 02°39'56", arc length of 43.27 feet, and chord bearing and distance of North 20°35'29" West, 43.28 feet;

thence North 68°04'33" East, 10.00 feet;

thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 940.00 feet, central angle of 02°39'56", arc length of 43.73 feet, and chord bearing and distance of South 20°35'29" East, 43.73 feet;

thence South 19°15'31" East, 15.31 feet;

thence North 70°44'29" East, 40.00 feet;

thence South 19°15'31" East, 171.91 feet;

thence along the arc of a curve to the left, having a radius of 620.00 feet, central angle of 18°24'33" and arc length of 199.21 feet;

thence South 52°19'56" West, 40.00 feet;

thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 660.00 feet, central angle of 03°26'23", arc length of 39.62 feet, and chord bearing and distance of South 39°23'15" East, 39.62 feet;

thence along the arc of a reverse curve to the right, having a radius of 15,640.00 feet, central angle of 00°01'06" and arc length of 4.97 feet;

thence South 48°54'39" West, 10.00 feet;

thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 15,630.00 feet, central angle of 00°01'06", arc length of 4.97 feet, and

Attachment 1

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02/04/19
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chord bearing and distance of North 41°05'54" West, 4.97 feet;
thence along the arc of a reverse curve to the right, having a radius of 670.00 feet, central angle of 21°50'56" and arc length of 255.49 feet to a point on said easterly right-of-way line of North Round Valley Road;
thence along said easterly right-of-way line of North Round Valley Road, North 19°15'31" West, 187.22 feet to the POINT OF BEGINNING, containing 19,995 square feet, more or less.

TOGETHER WITH:

TEMPORARY CONSTRUCTION STAGING AND LAYDOWN AREA NO. 2:

A strip of land for temporary construction purposes located within a portion of Section 17, Township 6 South, Range 31 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at a found boat spike on the centerline of North Round Valley Road, station 340+19.62 (point of curve) per the unrecorded map of the Final Monumentation on North and South Round Valley Roads Resurfacing Project for the County of Inyo Road Department dated December 2003;
thence South 70°44'29" West, 30.00 feet to a point on the westerly line of a sixty-foot (60') right-of-way of said North Round Valley Road per the Deed filed for record January 13, 1889 in the office of Recorder, Inyo County, California, in Book 1, at Page 42, the POINT OF BEGINNING;
thence along said westerly right-of-way line of North Round Valley Road South 19°15'31" East, 187.22 feet;
thence along the arc of a curve to the left, having a radius of 730.00 feet, central angle of 21°50'56" and arc length of 278.37 feet;
thence along the arc of a reverse curve to the right, having a radius of 15,570.00 feet, central angle of 00°00'54" and arc length of 4.05 feet;
thence South 48°54'27" West, 10.00 feet;
thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 15,560.00 feet, central angle of 00°00'54", arc length of 4.05 feet, and chord bearing and distance of North 41°06'00" West, 4.05 feet;
thence along the arc of a reverse curve to the right, having a radius of 740.00 feet, central angle of 03°26'23" and arc length of 44.43 feet;
thence South 52°19'56" West, 40.00 feet;
thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 780.00 feet, central angle of 18°24'33", arc length of 250.61 feet, and chord bearing and distance of North 28°27'47" West, 249.54 feet;
thence North 19°15'31" West, 171.91 feet
thence North 70°44'29" East, 40.00 feet
thence North 19°15'31" West, 15.31 feet;
thence along the arc of a curve to the left, having a radius of 860.00 feet, central

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02/04/19
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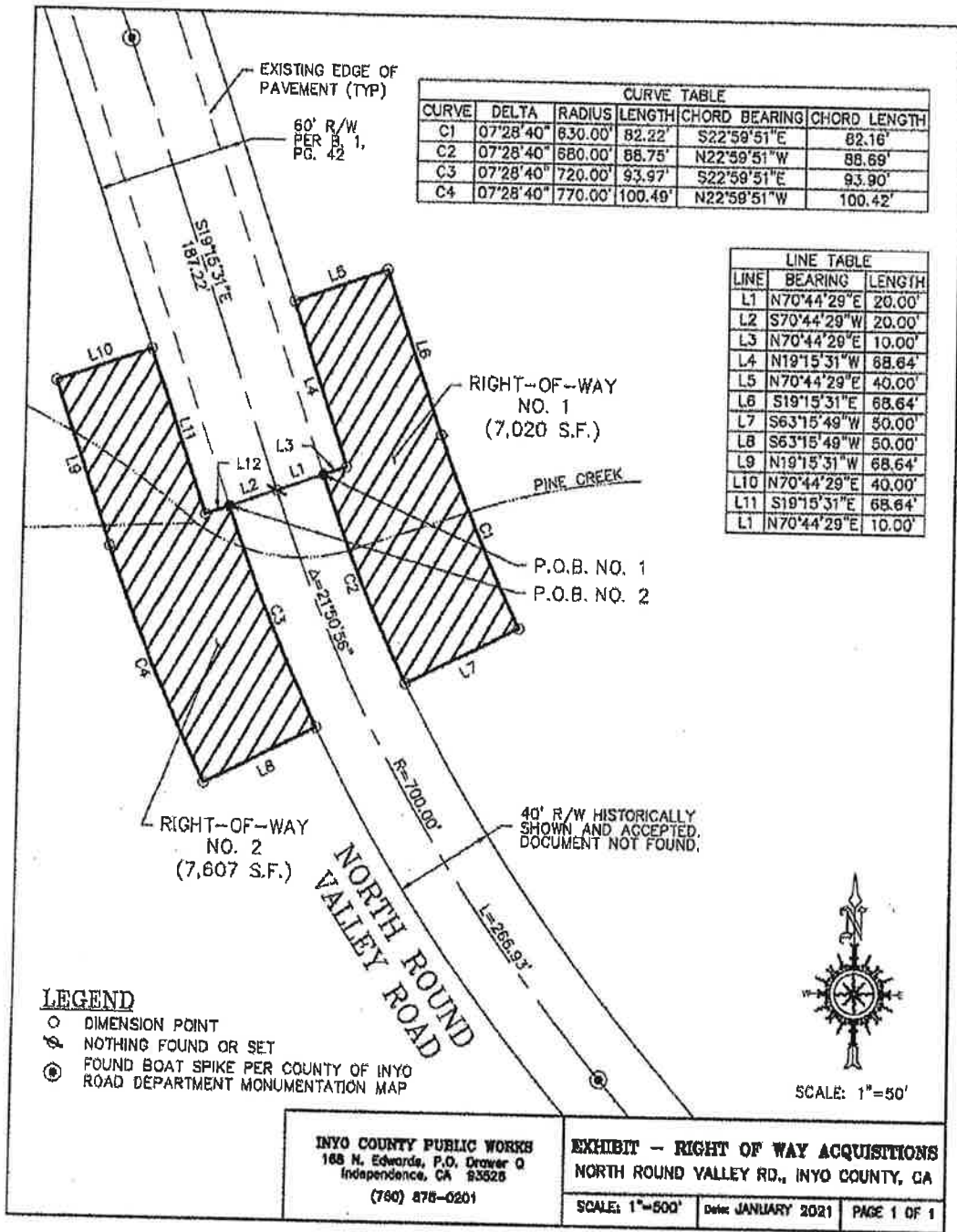
angle of $02^{\circ}39'56''$ and arc length of 40.01 feet;
thence North $68^{\circ}04'33''$ East, 10.00 feet to a point on said westerly right-of-way line of North Round Valley Road;
thence along said westerly right-of-way line of North Round Valley Road, along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 870.00 feet, central angle of $02^{\circ}39'56''$, arc length of 40.47 feet, and chord bearing and distance of South $20^{\circ}35'29''$ East, 40.47 feet to the POINT OF BEGINNING, containing 21,762 feet, more or less.

The Basis of Bearing of these descriptions is NAD83, California Coordinate System, Zone 4 per Record of Survey No. 04-005 filed for record April 2, 2008 in the office of Recorder, Inyo County, California in Book 17, Pages 46-51.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Cory J. Kleine, P.L.S. 8667
P.O. Box 2229
Minden, Nevada 89423



Attachment 2



INYO COUNTY PUBLIC WORKS
 168 N. Edwards, P.O. Drawer Q
 Independence, CA 93525
 (760) 878-0201

EXHIBIT - RIGHT OF WAY ACQUISITIONS
 NORTH ROUND VALLEY RD., INYO COUNTY, CA

SCALE: 1"=500' Date: JANUARY 2021 PAGE 1 OF 1

Attachment 2

DESCRIPTION
NORTH ROUND VALLEY ROAD
RIGHT-OF-WAY ACQUISITIONS
(OVER A.P.N. 09-120-03)

All that real property situated in the County of Inyo, State of California, described as follows:

RIGHT-OF-WAY NO. 1:

A strip of land for right-of-way purposes located within a portion of Section 17, Township 6 South, Range 31 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at a found boat spike on the centerline of North Round Valley Road, station 340+19.62 (point of curve) per the unrecorded map of the Final Monumentation on North and South Round Valley Roads Resurfacing Project for the County of Inyo Road Department dated December, 2003;
thence along said centerline, South 19°15'31" East, 187.22 feet to a point of curve, said point falling on the southerly line of an existing sixty-foot (60') right-of-way per the Deed filed for record January 13, 1889 in the office of Recorder, Inyo County, California, in Book 1, at Page 42;
thence along said southerly line, North 70°44'29" East, 20.00 feet to the northeasterly terminus of an existing forty-foot (40') right-of-way as historically shown and accepted by Inyo County, said point being the TRUE POINT OF BEGINNING;
thence continuing along said southerly line of an existing sixty-foot (60') right-of-way, North 70°44'29" East, 10.00 feet to the southeasterly terminus of said sixty-foot (60') right-of-way;
thence along the easterly line of said existing sixty-foot (60') right-of-way, North 19°15'31" West, 68.64 feet;
thence North 70°44'29" East, 40.00 feet;
thence South 19°15'31" East, 68.64 feet;
thence along the arc of a curve to the left, having a radius of 630.00 feet, central angle of 07°28'40" and arc length of 82.22 feet;
thence South 63°15'49" West, 50.00 feet;
thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 680.00 feet, central angle of 07°28'40", arc length of 88.75 feet, and chord bearing and distance of North 22°59'51" West, 88.69 feet to the POINT OF BEGINNING, containing 7,020 square feet, more or less.

TOGETHER WITH:

RIGHT-OF-WAY NO. 2:

A strip of land for right-of-way purposes located within a portion of Section 17, Township 6 South, Range 31 East, Mount Diablo Meridian, more particularly described as follows:

Attachment 2

Page 2 of 2

COMMENCING at a found boat spike on the centerline of North Round Valley Road, station 340+19.62 (point of curve) per the unrecorded map of the Final Monumentation on North and South Round Valley Roads Resurfacing Project for the County of Inyo Road Department dated December, 2003;

thence along said centerline, South $19^{\circ}15'31''$ East, 187.22 feet to a point of curve, said point falling on the southerly line of an existing sixty-foot (60') right-of-way per the Deed filed for record January 13, 1889 in the office of Recorder, Inyo County, California, in Book 1, at Page 42;

thence along said southerly line, South $70^{\circ}44'29''$ West, 20.00 feet to the northwesterly terminus of an existing forty-foot (40') right-of-way as historically shown and accepted by Inyo County, said point being the TRUE POINT OF BEGINNING;

thence along the westerly right-of-way line of said North Round Valley Road, along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 720.00 feet, central angle of $07^{\circ}28'40''$, arc length of 93.97 feet, and chord bearing and distance of South $22^{\circ}59'51''$ East, 93.90 feet;

thence South $63^{\circ}15'49''$ West, 50.00 feet;

thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 770.00 feet, central angle of $07^{\circ}28'40''$, arc length of 100.49 feet, and chord bearing and distance of North $22^{\circ}59'51''$ West, 100.42 feet;

thence North $19^{\circ}15'31''$ West, 68.64 feet;

thence North $70^{\circ}44'29''$ East, 40.00 feet to a point on the westerly line of said existing sixty-foot (60') right-of-way of North Round Valley Road;

thence along said westerly line of an existing sixty-foot (60') right-of-way, South $19^{\circ}15'31''$ East, 68.64 feet to the southwesterly terminus of said sixty-foot (60') right-of-way;

thence along said southerly line of said sixty-foot (60') right-of-way, North $70^{\circ}44'29''$ East, 10.00 feet to the POINT OF BEGINNING, containing 7,607 square feet, more or less.

The Basis of Bearing of these descriptions is NAD83, California Coordinate System, Zone 4 per Record of Survey No. 04-005 filed for record April 2, 2008 in the office of Recorder, Inyo County, California in Book 17, Pages 46-51.

Comparable Land Sale 4

This is the sale of 320 acres of vacant land located on Highway 395 in Olancho, California. It consists of two 160-acre parcels, which sold together for \$200,000, or \$625 per acre in May of 2015. Surrounding uses are primarily open land, with some rural residential homes. The property has generally level topography and is zoned open space. The seller was MLH LLC and the buyer was PLH LLC. The property offered generally level topography and an OS-40 zoning designation. The sale was confirmed through a local broker.



The comparable offers similar zoning when compared to the subject. The market conditions for this type of property have improved from the time of sale. Additionally, the access is considered inferior to the subject. Overall, LS-4 is inferior to the subject, and reflects a market value well above \$625 per acre for the subject.

FAIR MARKET VALUE CONCLUSION (LAND ONLY)

Based upon the previous discussion the bracketed range for the subject ranges from \$625 to \$1,084 per acre as shown in the following ranking table.

Comp No.	Subject Value Less Than / Greater Than	Sale Price Per Acre
LS-1	<	\$4,221
LS-3	<	\$1,084
<i>Subject's value estimated to be greater than \$625 per acre and less than \$1,084 per acre</i>		
LS-4	>	\$625
LS-2	>	\$475

As shown, the value of the subject property is estimated to be greater than \$625 per acre and less than \$1,084 per acre. Sale LS-3 at \$1,084 per acre is slightly superior to the subject given that it is smaller than the subject with superior utilities. LS-4 is also smaller than the subject; however, the comparable sold during inferior market conditions and offers and inferior overall location. Overall, the subject is considered to be more similar to LS-3 than LS-4. Thus, a value indication at \$1,000 per acre is considered appropriate or \$0.023 per square foot to be applied to the acquisition area.

As noted previously, according to information provided by the client there is 31,235 square feet of existing prescriptive roadway easement established by long term public use and county maintenance within the proposed acquisition area. Given that this area is currently physically encumbered and we have estimated its value at \$1. This is based on the theory when an easement is so encumbering to a larger parcel that the reversion of the residual rights are considered nominal to non-existent. Additionally, we have used the per square foot value in order to more accurately reflect the value of the acquisition.

VALUE OF THE LARGER PARCEL (LAND ONLY)

Land

Unencumbered			
12,165,565 square foot x \$0.023 / SF	=	\$	279,808
Encumbered- Prescriptive Easement			
31,235 square feet		\$	1
Total		\$	279,809

VALUE OF THE PROPOSED ACQUISITION

The property, rights, and/or interests being acquired from the larger parcel is valued based on its contributory value as part of the larger parcel. The county is proposing to acquire a portion of the larger parcel (59,655 SF) as a roadway easement and a bridge across Pine Creek located along North Round Valley Road which runs north/south through the center of the property. As previously noted, 31,235 square feet of the proposed acquisition area is part of the prescriptive easement road right of way and only has a value of \$1 based on the remaining rights due to the encumbrance. We have considered this in the analysis below. The remaining 28,420 square feet of the acquisition is outside the encumbered prescriptive road easement.

The unit value of the subject was previously determined to be \$1,000 per acre (unencumbered) or \$0.023 per square foot. Considering, the encumbrance of the roadway easement the project is estimated to be tantamount to fee. However, there would be some rights retained by the owner with minimal usage to the owner thus only \$1 of remaining fee would remain.

LAND

Roadway Easement:

Unencumbered: 28,420 SF x \$0.023 / SF	=	\$	654
Encumbered: 31,235 SF x \$1.00	=	\$	1
Less \$1.00		\$	-1
Total		\$	654

SITE IMPROVEMENTS

None.

The total value of the proposed acquisition, which includes the land and the site improvements within the acquisition area, is presented below:

Total Value of the Proposed Acquisition:

Land – Fee	\$	654
Site Improvements	\$	0
Total	\$	654

VALUE OF THE REMAINDER AS PART OF LARGER PARCEL

The value of the remainder as part of the larger parcel is its contributory value to the larger parcel. Deducting the part acquired (land & site improvements if in larger parcel) from the value of the larger parcel, land only, yields:

Value of the Remainder as part of the Larger Parcel

Land (\$279,809 - \$654)	\$	279,155
--------------------------	----	---------

VALUE OF THE REMAINDER, AFTER ACQUISITION, LAND ONLY AND BEFORE BENEFITS

The remainder parcel(s) is/are appraised as a separate and distinct assignment to develop an opinion of fair market value. The value is developed by analyzing the previously identified comparable data used for the larger parcel and/or additional comparable data relevant to the new appraisal problem. Consideration is given to all the market forces that indicate any decrease in value to the remainder property resulting from either/or the severance from the larger parcel and the construction in the manner proposed. This developed opinion of value is a new appraisal used to identify any loss in value to the remainder. This remainder value when compared to the remainder value as part of the larger parcel will indicate if any damages (loss in market value) accrue to the remainder. Damages are considered when there is a demonstrable impact on the market value of the remainder that is not conjectural, speculative or a result of an agency's police powers.

Overall, the proposed acquisition does not negatively impact the utility, desirability, or marketability of the remainder.

The Value of the Remainder, After Acquisition, Before Benefits

Unencumbered			
12,137,145 SF x \$0.023/ SF	=	\$	279,154
Encumbered			
59,655 SF (Roadway Easement) at \$1	=	\$	1
Total		\$	279,155

DAMAGES

Based upon the preceding analysis, the proposed acquisition does not adversely affect the utility, desirability or marketability of the remainder property. The remainder as valued above is compared to the remainder as part of the larger parcel.

LOSS IN MARKET VALUE

Value of the Remainder as Part of the Larger Parcel		\$	279,155
Value of the Remainder, After Acquisition, Before Benefits	-	\$	279,155
Loss in Market Value		\$	0

COST TO CURE

There are not curative measures needed.

DAMAGE SUMMARY

Loss in Market Value		\$	0
Cost to Cure	-	\$	0
Total Damages		\$	0

VALUE OF THE REMAINDER, AFTER ACQUISITION, CONSIDERING BENEFITS

The remainder parcel(s) is/are appraised as a separate and distinct assignment to develop an opinion of value. The value is developed by analyzing the previously identified comparable data used for the larger parcel and/or any additional comparable data relevant to the new appraisal problem (included below). Consideration is given to all the market forces that indicate any increase in value to the remainder property resulting from the construction in the manner proposed. The developed opinion of value is a new appraisal to identify any gain in value to the remainder. This remainder value when compared to the remainder value after acquisition before benefits will indicate if any benefits accrue to the remainder. Benefits are considered when there is a demonstrable impact on the market value of the remainder that is not conjectural and speculative and can be measured through market evidence. There are no quantifiable benefits to the subject property.

Offset Rule. On August 25, 1997, the California Supreme Court ended the rule that only benefits deemed "special" could be offset against severance damages in determining compensation in condemnation actions. Under its decision in the *Continental Development* case, all benefits, general and special can reduce an award of severance damage.

The Value of the Remainder, After Acquisition, Considering Benefits is:

Unencumbered			
12,137,145 SF x \$0.023/ SF	=	\$	279,154
Encumbered			
59,655 SF (Roadway Easement) at \$1	=	\$	1
Total		\$	<u>279,155</u>

BENEFITS

Under California eminent domain law, any measure of benefits to the remainder can only be used to offset damages to the remainder. The construction in the manner proposed may provide physical improvements to the general area but provides no quantifiable benefits directly to the remainder parcel in the after condition.

GAIN IN MARKET VALUE

Value of the Remainder, After Acquisition, Considering Benefits		\$	279,155
Less: Value of the Remainder, After Acquisition, Before Benefits	-	\$	<u>279,155</u>
Gain in Market Value		\$	0

VALUE OF THE TEMPORARY CONSTRUCTION EASEMENT (TCE)

The project design also requires a temporary construction easement (TCE) from the larger parcel. It is our understanding the TCE will be needed for a period of 2 years and will contain a total of 41,757 square feet, to be located adjacent to the proposed bridge and roadway. It is noted that 12,800 square feet is located within the road right of way that only has \$1 of residual rights remaining. We have considered this in the following analysis.

A temporary construction easement is considered similar to the rental of the land. Valuation will be based on the estimated market rate of return to the land, applying that rate to the value of the required area for the period identified by the construction schedule. Historically, relatively low rates of return have been realized for long-term credit tenants, a typical ground lease scenario. From a buyer's perspective, the durability, length, and quality of the income stream are paramount factors. One would expect land rent factors, especially for relatively shorter lease terms similar to the TCE arrangements, to be negotiated at higher rates. Additionally, The TCE agreements are typically more restrictive than traditional vacant land leases, as such a 10% annual rent factor has been used in this analysis.

Temporary Construction Easements

Fee Value:

Unencumbered			
28,957 SF x \$0.023 Per SF	=	\$	666
Encumbered			
12,800 SF x \$1	=	\$	1
Total		\$	667
Annual Rate of Return			10%
Annual Return		\$	66.70
Total Amount Needed for TCE 2-year Duration		\$	133

FAIR MARKET VALUE CONCLUSION

		\$	
Permanent Easement Acquisition		\$	654
Net Severance Damages		\$	0
Temporary Construction Easement Acquisition		\$	133
Total		\$	787
Rounded		\$	800

Per direction of the client any value considerations under \$1,000 are subject to a minimum nominal amount. Given the minimal value for the acquisition, the nominal value of **\$1,000** is concluded.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 9, 2024

Reference ID:
2023-4466

Small Business Resource Center Lease Amendment County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Approve Amendment No. 1 to the lease agreement between the County of Inyo and SSW19, LLC of California for the real property described as 269 N. Main St., Bishop, formalizing a letter agreement allowing for the cessation of rent payments until the building is occupied by the County, and increasing the lease to include \$250,000 in additional rent to fully prepare the building for occupancy, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

On December 21, 2021, Inyo County began leasing the property at 269 N. Main St., Bishop, from SSW19, LLC, for the purposes of creating an Eastern Sierra Small Business Resource Center (SBRC). The SBRC is meant to provide training, technical assistance, mentorship programs, access to capital, and other supports and services for small businesses and entrepreneurs in the Eastern Sierra. The building at 269 N. Main Street was formerly the Hi-Sierra Crafters Mall and needed extensive abatement, renovation, and buildout in order to bring the building up to code and make the space work for the County's purposes.

Due to substantial delays in the buildout timeline, the County and the owner executed a letter agreement on April 24, 2023, which allowed the County to stop paying rent starting in May 2023. Since that time the renovations have begun in earnest and the building is currently undergoing extensive construction. Delivery of the premises is expected in final form by Summer 2024.

Due to substantial cost increases in the renovations and buildout of the premises, the County has budgeted an additional \$250,000 in additional rent payments that will be delivered in a lump sum to the owner upon delivery of the building in its final form. This additional rent is meant to help the owner cover the cost of fully finishing the renovations and buildout of the space, so that it is delivered fully ready for occupancy. Because the County is helping to cover the cost of finishing the building, should the building, at the end of the lease term, be sold at a profit, the County will recoup some or all of the \$250,000 that it is contributing. The funding for this project was included in the Fiscal Year 2023-2024 American Rescue Plan Act Budget.

This lease amendment spells out the details of this additional rent agreement.

FISCAL IMPACT:

Funding Source	American Rescue Plan Act-2021	Budget Unit	650200
Budgeted?	Yes	Object Code	5291
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
There is no current fiscal year impact as this amount was approved in the Fiscal Year 2023-2024 Budget.			
Future Fiscal Year Impacts			
None			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to execute this lease amendment. This is not recommended, as the County would then become responsible for finalizing the buildout of the space and getting it ready for occupancy. The price would then not be fixed at \$250,000 and may exceed that amount. In addition, the oversight of building construction would switch from the landlord's contractor to the County at mid-stream, potentially causing mistakes and problems in construction.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Small Business Resource Center Lease Amendment 1
2. Small Business Resource Center Lease
3. Letter Agreement Ceasing Rent 5.1.2023

APPROVALS:

Meaghan McCamman	Created/Initiated - 12/29/2023
Darcy Ellis	Approved - 1/2/2024
Denelle Carrington	Approved - 1/3/2024
John Vallejo	Approved - 1/3/2024
Amy Shepherd	Approved - 1/4/2024
Nate Greenberg	Approved - 1/4/2024
Meaghan McCamman	Final Approval - 1/4/2024

AMENDMENT #1 TO THE LEASE AGREEMENT BETWEEN SSW19, LLC, AND THE COUNTY OF INYO

THIS AMENDMENT #1 To the Lease Agreement ("**Lease Amendment**") 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**").

WHEREAS, Landlord and Tenant previously entered into the Lease Agreement dated December 21, 2021 (Lease Agreement); and

WHEREAS, due to substantial delays in the expected delivery of the Premises from Landlord to Tenant, and due to substantial increases in costs Landlord expects to incur to deliver said Premises to Tenant, the parties do desire and consent to amend said Lease Agreement as set forth below.

Notwithstanding any provision in the Lease Agreement to the contrary, Landlord and Tenant hereby amend such Lease Agreement as follows:

1. Beginning May 1, 2023, unless and until Landlord delivers the Premises to Tenant, in a manner that is substantially equivalent to the plans set forth on Attachment A to this Lease Amendment, Tenant shall not be responsible to make any monthly lease payments to Landlord. Upon delivery of the Premises, Tenant shall pay a prorated monthly lease payment for that month, and thereafter continue with the scheduled monthly lease payments as set forth in the Lease Agreement. Should Landlord fail to deliver the Premises to Tenant on or before July 1, 2024, Tenant may, in Tenant's sole discretion, thereafter immediately terminate the Agreement upon written notice to the Landlord.
2. Provision of additional funding:

After delivery of the Premises to Tenant, within a reasonable time as requested by Landlord, Tenant shall provide to Landlord two hundred and fifty thousand dollars (\$250,000.00) in additional rent ("Additional Rent"). Upon Landlord's sale or other method of divesting ownership and/or control of the Premises, Tenant shall be entitled to recover said Additional Rent subject to the following limitations:

- If the consideration transferred for the acquisition of the Premises is less than or equal in value to the original amount of Landlord's purchase price of the Premises plus \$500,000 (i.e. \$326,000 + \$500,000 = \$826,000), Tenant shall not recover any Additional Rent.
- For any consideration transferred above and beyond \$826,000, Tenant shall recover its Additional Rent up to the full amount of \$250,000.
- Notwithstanding any agreement between Landlord and the party(s) acquiring ownership and/or control of the Premises, valuation of the Premises for purposes of this Lease Amendment shall be the fair market value of the Premises enrolled on the County's assessment roll, or in the case of a purchaser exempt from some or all of the taxation, the value that would have been enrolled without any such exemptions.

This provision shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment. In the event of any conflict between the provisions of the Lease Agreement and the provisions of this Lease Amendment, the provisions of this Lease Amendment shall control.

"Landlord"

SSW19, LLC, a California limited liability company

By: 
Name: Sam Walker, Manager

Date: Dec 30, 2023

"Tenant"

County of Inyo

By: _____
Chairperson
Inyo County Board of Supervisors

Date:

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16th day of November 2021 an order was duly made and entered as follows:

CAO – SSW19, LLC Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve the lease agreement between the County of Inyo and SSW19, LLC of Bishop, CA, for the real property described as 269 Main Street, Bishop, California 93514, in an amount not to initially exceed \$3,000 per month for the period of December 1, 2021 through November 30, 2031, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
Lease Agreement

WITNESS my hand and the seal of said Board this 16th
Day of November, 2021

Routing
CC Purchasing Personnel Auditor CAO X Other: DATE: November 18, 2021



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



#29

County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Leslie Chapman

SUBJECT: Business Resource Center

RECOMMENDED ACTION:

Request Board approve the lease agreement between the County of Inyo and SSW19, LLC of Bishop, CA, for the real property described as 269 Main Street, Bishop, California 93514, in an amount not to initially exceed \$3,000 per month for the period of December 1, 2021 through November 30, 2031, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This lease represents another step in the realization of a small business resource center (Center) to serve Inyo County. This has been a long-standing vision of the Board of Supervisors and County Administration. The vision for the Center is to provide businesses with the support and resources they need to start, grow and thrive, thereby adding living-wage jobs for Inyo County citizens. In October, 2019, the County hosted a planning workshop to begin to develop the vision for the Center. Representatives from the Small Business Development Center in Truckee, CA, facilitated the meeting, which was well attended by many stakeholders of the project.

The next step was to prepare a comprehensive business plan, so in March of 2020, we applied for and were awarded a Small Business Development Grant from the USDA. The contract was awarded to AccompanyCo and the plan, which is expected to be completed by the end of December, 2021, will provide a viable, comprehensive business plan including: a description of services for short and long term operations, a financing plan, a staffing plan and a plan for expansion of the operating area from local to regional along with a plan for developing strategic partners.

In December, 2020, we were introduced to an Opportunity Zone investor who was interested in purchasing a building and financing improvements in an amount up to the market value of the building, in accordance with opportunity zone requirements. Staff identified the building at 269 Main St. in Bishop that has been empty for decades. Then your Board approved a letter of intent to enter into a long-term lease with SSW19, LLC of Bishop, CA. that was issued on December 8, 2020. Subsequently, your Board approved funding for lease payments in the 2021-22 budget. The investor requires a 10-year lease in order to realize the benefits of the opportunity zone and Inyo County will enjoy the benefits of a stable physical presence for the Center, along with a market rate lease. Preparations for the Center are proceeding and the facility is expected to open by mid 2022.

Consequently, staff recommends approving the lease for the property at 269 Main St. for the Eastern Sierra Small Business Resource Center.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could direct staff to negotiate different terms for the lease agreement. This option is not recommended as this lease agreement is the product of extensive negotiations between the County and the property owner.

Your Board could not enter into this lease agreement. This alternative is not recommended as it would deprive the County of this valuable public resource your Board previously directed the County to pursue.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Lease payments are included in 2021-22 Board Approved Economic Development budget.

ATTACHMENTS:

1. Lease Agreement Inyo County
2. Attachment C to Lease Agreement

APPROVALS:

John Vallejo

Darcy Ellis

Leslie Chapman

Amy Shepherd

Created/Initiated - 10/28/2021

Approved - 10/28/2021

Approved - 11/12/2021

Final Approval - 11/12/2021

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

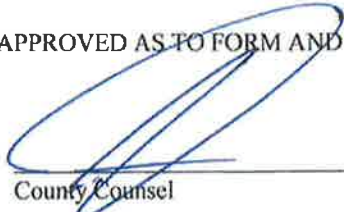
"Tenant"

County of Inyo

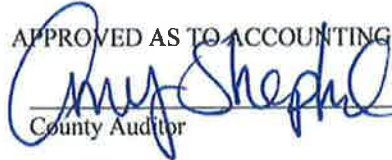
By: 
Name: Jeff Griffiths, Chair
Board of Supervisors

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

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

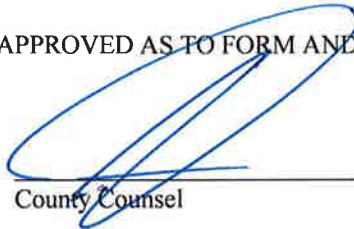
"Tenant"

County of Inyo

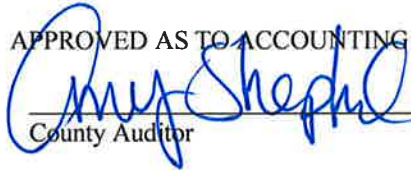
By: _____
Name: Jeff Griffiths, Chair
Board of Supervisors

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

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:

"Tenant"

County of Inyo

By: _____
Name: Jeff Griffiths, Chair
Board of Supervisors

Date:

APPROVED AS TO FORM AND LEGALITY:

County Counsel

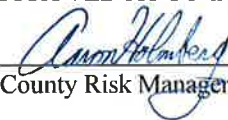
APPROVED AS TO ACCOUNTING FORM:

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.

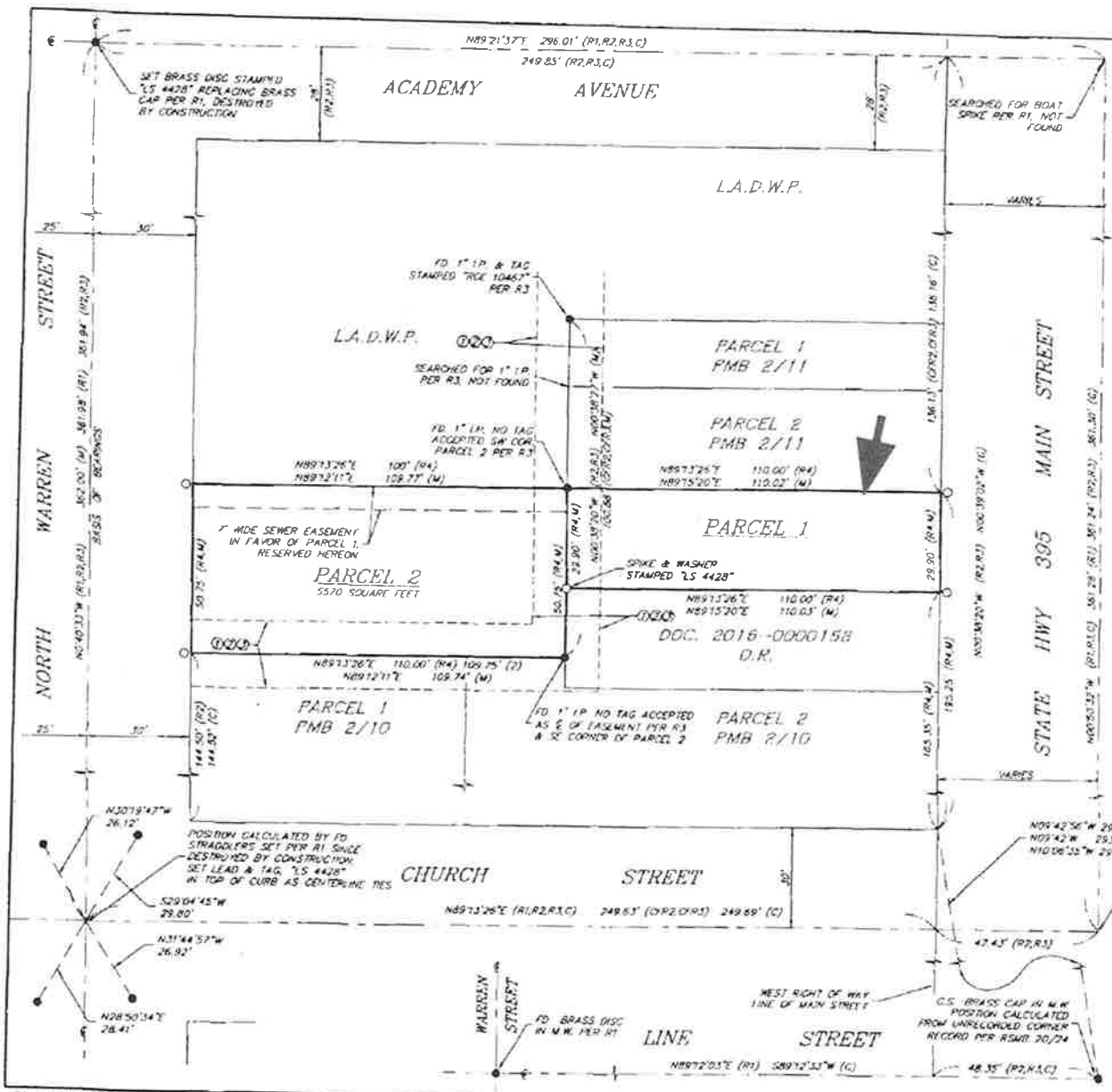
2. Tenant acknowledges that it is Landlord's intention that the Premises be operated in a manner which is consistent with the highest standards of cleanliness, decency and morals in the community which it serves. Tenant shall not sell, distribute, display or offer for sale any item which, in Landlord's 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) INYO 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

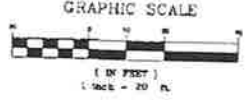
- ① EASEMENT FROM INGRESS AND EGRESS PER 52/452 D.R.
- ② EASEMENT FOR ALLEYWAY AND THE RIGHT TO PRUNE TREES PER 56/333 D.R.
- ③ EASEMENT FOR INGRESS AND EGRESS PER 53/459 D.R.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF NORTH WARREN STREET PER INYO COUNTY SURVEYORS MAP NO. 14 AND SHOWN HEREON AS N00°40'33"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 92 & 93 RECORD DISTANCES ALONG THE WEST LINE WERE USED AND CALCULATED PER 92, 93 AND 94 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. 11-17-07) 288 MAIN STREET, SUITE 100, CHICO, CA 95926 TEL: 530-891-1234 FAX: 530-891-1235

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.

LETTER AGREEMENT AMENDING THE LEASE AGREEMENT

BETWEEN SSW19, LLC, AND THE COUNTY OF INYO

Letter Agreement amending the Lease Agreement ("**Lease Amendment**") 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 April 13, 2023, for reference purposes only.

WHEREAS, Landlord and Tenant previously entered into the Lease Agreement dated December 21, 2021 (Lease Agreement); and

WHEREAS, Landlord and Tenant are actively negotiating a separate amendment to the Lease Agreement to specify a timeline upon which Landlord will deliver the Premises to Tenant and an increase in payments from Tenant to Landlord due to substantial increase in costs to develop the Premises; and

WHEREAS, due to substantial delays in the expected delivery of the Premises from Landlord to Tenant the parties do desire and consent to amend said Lease Agreement as set forth below.

Notwithstanding any provision in the Lease Agreement to the contrary, Landlord and Tenant hereby amend such Lease Agreement as follows:

1. Beginning May 1, 2023, until Tenant's acceptance of the Premises, Tenant shall not be responsible to make any monthly lease payments to Landlord.
2. Should the separate amendment to the Lease agreement referenced above not be fully executed by both parties on or before July 1, 2023, the parties agree such an event qualifies as cause for either party to terminate the Lease Agreement upon 30 days written notice.
3. In the event of any conflict between the provisions of the Lease Agreement and the provisions of this Letter Agreement Amending the Lease Agreement, the provisions of this Letter Agreement Amending the Lease Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Letter Agreement Amending the Lease Agreement between the parties.

"Landlord"

SSW19, LLC, a California limited liability company

By: 
Name: Sam Walker, Manager

Date: 4/20/23

"Tenant"

County of Inyo

By: 
Name: Nate Greenberg
Inyo County Administrative Officer

Date: 4/24/23



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 9, 2024

Reference ID:
2023-4369

Owens Valley Mosquito Abatement Program Workshop Agricultural Commissioner

NO ACTION REQUIRED

ITEM SUBMITTED BY

Nathan Reade, Ag Commissioner

ITEM PRESENTED BY

Nathan Reade, Ag Commissioner

RECOMMENDED ACTION:

- A) Conduct workshop on current mosquito control activities within the Owens Valley Mosquito Abatement Program boundaries as well as possible future coordination with local Tribal jurisdictions; and
- B) Provide any follow-up direction to staff as necessary.

BACKGROUND / SUMMARY / JUSTIFICATION:

There have been requests from some local Tribes for the Owens Valley Mosquito Abatement Program (OVMAP) to help provide mosquito control on tribal lands. OVMAP does not currently have a Memorandum of Understanding or other similar agreement with the Tribes, however, and it is unclear if it is legal for to make pesticide applications on Tribal lands without such an agreement.

OVMAP staff is licensed by the State of California to conduct mosquito control activities. The program operates under authority granted in the California Health and Safety Code, and through two assessments passed in 1998 and 2005. These assessments fund the program through property taxes levied on properties within the district boundaries.

This workshop will provide an overview of the program and seeks to gather information from the public and direction from your Board on how to proceed to requests for service from Tribal lands.

FISCAL IMPACT:

Funding Source	OVMAP is funded through assessments, however, those do not encompass Tribal lands	Budget Unit	154101
Budgeted?	No	Object Code	N/A
Recurrence			
Current Fiscal Year Impact			
Potential to have additional costs over budgeted amounts if additional mosquito control activities are conducted before June 30, 2024.			
Future Fiscal Year Impacts			
Potential for ongoing increased costs associated with an increased scope of mosquito control activities.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to conduct this workshop nor provide feedback. This is not advised as staff is seeking direction and hopes to have resolution on this topic before the next runoff season begins.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Various Tribal governments within the Owens Valley.

ATTACHMENTS:

1. Mosquito Workshop 2024

APPROVALS:

Nathan Reade	Created/Initiated - 12/21/2023
Darcy Ellis	Approved - 12/22/2023
John Vallejo	Approved - 1/4/2024
Amy Shepherd	Approved - 1/4/2024
Nate Greenberg	Final Approval - 1/4/2024



Counties of Inyo and Mono

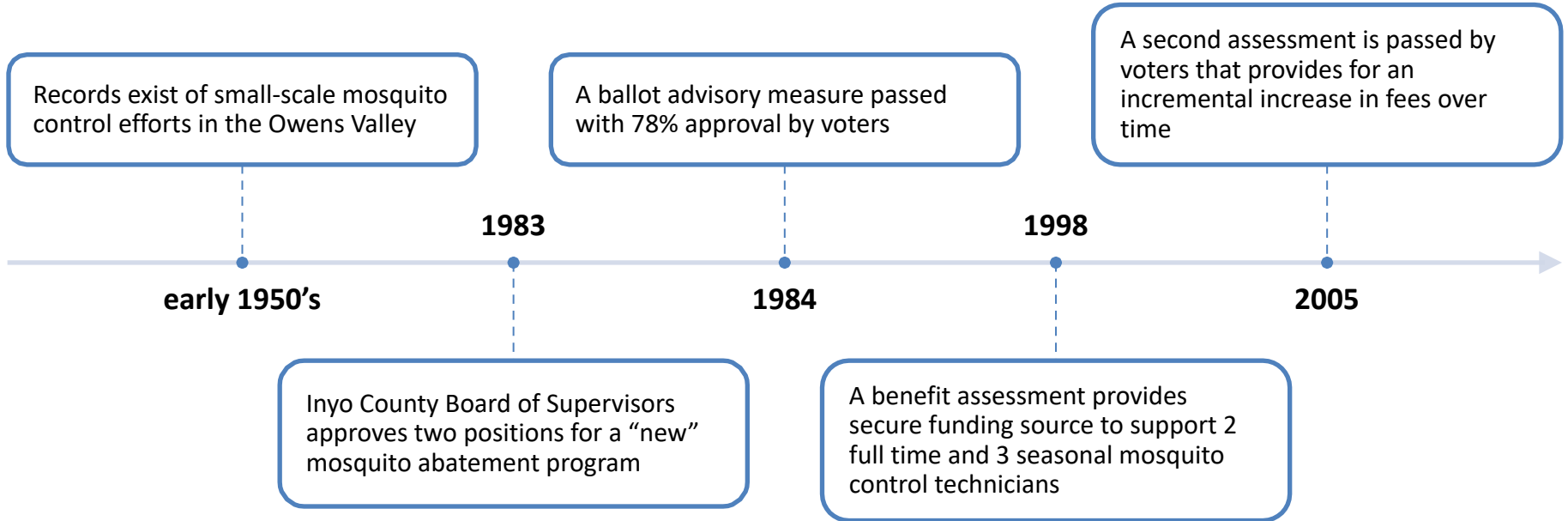
Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

Mosquito Control Workshop

January 9, 2024 - Inyo County Board of Supervisors



Base Program Evolution



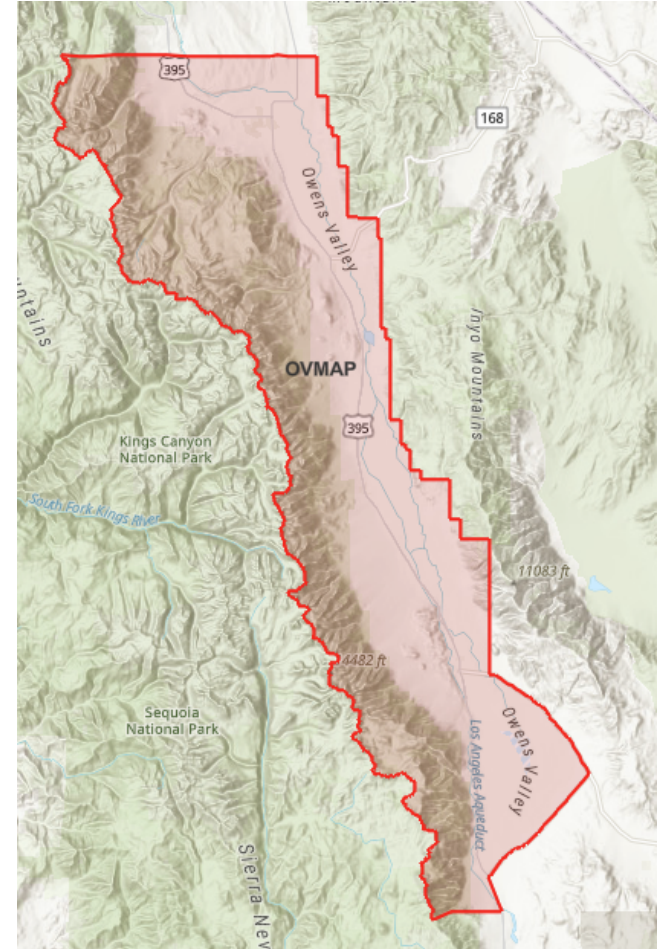


Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

- **OVMAP Mission Statement:**

“To enhance public health and comfort through providing safe, effective and economical mosquito control in the Owens Valley”.





Other Activities



Lower Owens River

- **Monitoring and control of mosquito populations produced by the LORP**
- **Costs shared equally between Inyo and LADWP**



Owens Dry Lake

- **Monitoring and control of mosquitoes and biting insects**
- **Funded by LADWP**



Mammoth Lakes Mosquito Abatement District

- **Monitoring and control of Mosquito populations within the Mammoth Lakes Mosquito Abatement District**
- **Funded by assessment**



Authority and Licensing

- Assessment District
 - Voters approved an assessment district in two elections
- California Health and Safety Code
- Vector Control Technician Licensing
- Cooperative Agreement with California Department of Public Health
- Operator ID Number
- NPDES Permit



Tribal Lands Questions

- OVMAP operates on assessments and contracts
 - Does the state Health and Safety Code apply?
 - What happens if there is a concern about a pesticide application?
- Would we need additional licensing/permitting?
 - Applicator Licensing?
 - NPDES Permit..?



Potential Solutions

- OVMAP can provide technical assistance like with the Bishop Tribe.
- We could enter a Memorandum of Understanding with any tribe that is interested
- Monitoring and preventative measures only?
- Can we conduct work on tribal lands that affects assessment ratepayers if we are not responding to specific calls for assistance and we do have authority to do so?
- Any other thoughts? (I'd love to hear them)



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 9, 2024

Reference ID:
2023-4443

Rate Schedule Charged by Tecopa Hot Springs Conservancy

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Approve new rates as requested by and to be charged by Tecopa Hot Springs Conservancy.

BACKGROUND / SUMMARY / JUSTIFICATION:

In January 2015 your Board entered into an agreement with Tecopa Hot Springs Conservancy granting the concession to operate the County facility commonly known as Tecopa Hot Springs Park and Campground. The terms of the agreement allow the Concessionaire to set the rates charged at the facility so long as the County grants its approval. That approval is to be based on the charge being comparable with like charges at other similar operations. Because the use of the Tecopa Hot Springs Campground is an optional activity -- rather than a legally required activity (such as getting a building permit) -- the County is not required to tether the fee to the actual cost of providing the service.

Tecopa Hot Springs Conservancy has requested a rate increase. Based on the information provided and independently verified by County staff, the rates they are requesting are comparable with like charges at other facilities in the area. Therefore, it is recommended that your Board approve the requested increases outlined in the attached Exhibit A.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to grant the rate increase if you find the rates are not comparable.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Tecopa Hot Springs Conservancy

ATTACHMENTS:

1. Attachment A New Rates
2. Attachment B Camping Rate Comparison
3. Attachment C Bath Rates Comparison
4. Attachment D Full Data spreadsheet

APPROVALS:

Meaghan McCamman	Created/Initiated - 12/27/2023
Darcy Ellis	Approved - 12/28/2023
John Vallejo	Approved - 12/28/2023
Amy Shepherd	Approved - 1/3/2024
Nate Greenberg	Approved - 1/4/2024
Meaghan McCamman	Final Approval - 1/4/2024

TECOPA HOT SPRINGS CONSERVANCY

	2017	New rate	Rate Change	
Description	Rate	2023		
Bath Pass (only)				
Daily	\$ 9.00	\$ 10.00	\$ 1.00	
Weekly	\$ 63.00	\$ 65.00	\$ 2.00	
Monthly	<i>(Daily Rate)</i>	\$ 200.00	\$ -	
Daily Camping				
Tent*	\$ 19.00	\$ 21.00	\$ 2.00	
Regular RV**	\$ 21.00	\$ 23.00	\$ 2.00	
Large RV**	\$ 23.00	\$ 23.00	\$ -	
Ex Lg RV**	\$ 25.00	\$ 25.00	\$ -	
Weekly Camping				
Tent*	<i>(Daily Rate)</i>	\$ 117.60	\$ - \$15.40	
Regular RV**	\$ 112.00	\$ 128.80	\$ 16.80	
Large RV**	\$ 126.00	\$ 128.80	\$ 2.80	
Ex Lg RV**	\$ 140.00	\$ 140.00	\$ -	
Monthly Camping (30 days)				
Tent*	<i>(Daily Rate)</i>	\$ 409.50	\$ -	
Regular RV**	\$ 240.00	\$ 448.50	\$ 169.50	
Large RV**	\$ 250.00	\$ 448.50	\$ 198.50	
Ex Lg RV**	\$ 260.00	\$ 487.50	\$ 227.50	
Daily Electricity	\$ 3.00	\$ 6.00	\$3.00 per day	
Electric Veh chg		\$ 7.00		
Extra Vehicles	\$ 5.00	\$ 5.00		
Extra persons	\$ 5.00	\$ 8.00	\$3.00 per day	

*Pricing is for 1 car and 2 persons. **Pricing is for one RV, one Vehicle, and two persons

Additional persons \$8.00. Extra vehicles \$5.00

Please note, there are additional discounts for 2 wks, 3 wks, and 60+ days, not broken out above.

Discounts: 7-13 days 20% / 14-20 days 25% / 21-29 days 30% / 30-59 days 35% / 60 days and over 40%

Discounts do not apply to electricity, Electric vehicle charge, extra vehicles or extra people

Camping Rate Comparison

Other Area Hot Springs	Camping Fees									
	Tent (2) persons	RV (2) persons		Daily Electricity	7 Days	14 Days	21 Days	30 Days	60 Days	
Tecopa Palms - Tecopa	\$45.00	\$55.00	Included	N/A	N/A	N/A	\$600.00	\$	1,200.00	
Delights	N/A	\$80 (+\$8 for electric)	\$8.00	N/A	N/A	N/A	N/A	\$	N/A	
Tecopa Hot Springs Resort	N/A	\$40.00	Included	\$	200.00	N/A	N/A	\$	450.00	900.00
Comparable Rate Averages	\$45.00	\$47.50	\$8.00				\$525.00		\$1,050.00	

Tecopa Hot Springs Conservancy				7-13 Days (20%)		14-20 Days (25%)		21-29 Days (30%)		30-59 Days (35%)		60+ Days (40%)	
Camping Rates	Old Rate (2017 Rate)	New Rate	Daily Electricity	7 Days	14 Days	21 Days	30 Days	60 Days					
Tent*	\$19.00	\$21.00	\$6.00	\$117.60	\$220.50	\$308.70	\$409.50	\$756.00					
Regular RV**	\$21.00	\$23.00	\$6.00	\$128.80	\$241.50	\$338.10	\$448.50	\$828.00					
Large RV**	\$23.00	\$23.00	\$6.00	\$128.80	\$241.50	\$338.10	\$448.50	\$828.00					
Extra Large RV**	\$25.00	\$25.00	\$6.00	\$140.00	\$262.50	\$367.50	\$487.50	\$900.00					

*Pricing is for one car and two persons - Extra Vehicles add \$5.00 per Day (\$0.00 Increase) - Extra Persons add \$8.00 per Day (\$3.00 Increase)

**Pricing is for one RV, one Vehicle, and two persons - Extra Vehicles add \$5.00 Day (\$0.00 Increase) - Extra Persons add \$5.00 per Day (\$3.00 Increase)

Other Area Hot Springs	Bath Rates	
Tecopa Palms - Tecopa		\$20.00
Delights - Day Hours	Monday	\$30.00
	Tuesday	\$25.00
	Wednesday	\$25.00
	Thursday	\$30.00
	Friday	\$35.00
	Saturday	\$35.00
	Sunday	\$35.00
Delights - Night Hours		\$35.00
Tecopa Hot Springs Resort		\$20.00
Comparable Rate Averages		\$29.00
Tecopa Hot Springs Conservancy		
2017 Rate		\$9.00
2017 Local Rate		\$0.00
New Rate 2023		\$10.00
New Local Rate 2023		\$0.00

Tecopa Hot Springs Conservancy - Proposed Rate Changes -2023

Hot Springs Fees	Bath Fees						Camping Fees								
	Bath Pass	Hours	Amt. Hrs.	Days	Per Hr.	Tent (2) persons	Daily Elec.	RV (2) persons	Number of Days						
									7	14	21	30	60		
Tecopa Palms - Tecopa	\$20.00	16 Hours	16			\$45.00		\$55.00	N/A	*	N/A	N/A	\$600.00	\$ 1,200.00	
Delights - Day Hours	Monday	\$30.00	8am-5pm	9	Mon-Fri	\$3.34	N/A	\$8.00	\$80.00	N/A	N/A	N/A	N/A	N/A	
	Tuesday	\$25.00	8am-5pm	9	Mon-Fri	\$2.78	N/A	\$8.00	\$80.00	N/A	N/A	N/A	N/A	N/A	
	Wednesday	\$25.00	8am-5pm	9	Mon-Fri	\$2.78	N/A	\$8.00	\$80.00	N/A	N/A	N/A	N/A	N/A	
	Thursday	\$30.00	8am-5pm	9	Mon-Fri	\$3.34	N/A	\$8.00	\$80.00	N/A	N/A	N/A	N/A	N/A	
	Friday	\$35.00	8am-5pm	9	Mon-Fri	\$3.89	N/A	\$8.00	\$80.00	N/A	N/A	N/A	N/A	N/A	
	Saturday	\$35.00	8am-5pm	9	Mon-Fri	\$3.89	N/A	\$8.00	\$80.00	N/A	N/A	N/A	N/A	N/A	
	Sunday	\$35.00	8am-5pm	9	Mon-Fri	\$3.89	N/A	\$8.00	\$80.00	N/A	N/A	N/A	N/A	N/A	
Delights - Night Hours		\$35.00	4pm-11pm	7	Sat-Sun	\$5.00	N/A								
Tecopa Hot Springs Resort		\$20.00	12noon-9pm	9		\$2.23	N/A	Included	\$40.00	\$ 200.00	*	N/A	N/A	\$450.00	\$ 900.00
										*Incl. Elec.					
Comparable Rate Averages		\$29.00		9.5		#####	\$45.00	\$8.00	\$43.75				\$525.00	\$1,050.00	
2017 THSC Price Increase Structure															
Tecopa Hot Springs Campground		\$9.00	15 Hours	15	7 Days	\$0.60	\$19.00								
Local Resident Rates		\$0.00		15	7 Days	\$0.00									
RV - Regular								\$3.00	\$21.00	\$112.00			\$240.00	\$ 480.00	
RV - Large								\$3.00	\$23.00	\$126.00			\$250.00	\$ 500.00	
RV - Extra Large								\$3.00	\$25.00	\$140.00			\$260.00	\$ 520.00	

Hot Springs Fees	Bath Fees						Camping Fees			Discounts				
	Bath Pass	Hours	Amt. Hrs.	Days	Per Hr.	Tent (2) persons	Daily Elec.	RV (2) persons	7-13 Days	14-20 Days	21-29 Days	30-59 Days	60+ Days	
									20%	25%	30%	35%	40%	
Proposed Rate Changes by THSC														
Bath Pass		\$10.00	7am-10pm	15		\$0.42								
Number of Days									7	14	21	30	60	
Tent Camping*							\$21.00		\$117.60	\$220.50	\$308.70	\$409.50	\$756.00	
RV - Regular**								\$6.00	\$23.00	\$128.80	\$241.50	\$338.10	\$448.50	\$828.00
RV - Large**									Discontinued - Regular & Large Spaces Equal Size					
RV - Extra Large**								\$6.00	\$25.00	\$140.00	\$262.50	\$367.50	\$487.50	\$900.00
* Pricing is for one car and two persons - Extra Vehicles add \$5.00 per Day - Extra Persons add \$5.00 per Day														
**Pricing is for one RV, one Vehicle, and two persons - Extra Vehicles add \$5.00 Day - Extra Persons add \$5.00 per Day														

THSC Rate Increase Required to Meet Comparable Rates														
Bath Pass		\$29.00		9.5		\$3.05								
Local Resident Rates		\$0.00		15	7 Days	\$0.00								
Tent Camping							\$26.00							
RV - Regular								\$5.00	\$29.00	\$112.00			\$285.00	\$570.00
RV - Large								\$5.00	\$31.00	\$126.00			\$275.00	\$550.00
RV - Extra Large								\$5.00	\$33.00	\$140.00			\$265.00	\$530.00

THSC Rate Increase Requested														
Bath Pass		\$1.00		15		\$0.07								
Local Resident Rates		\$0.00		15	7 Days	\$0.00								
Tent Camping +							\$2.00							
RV - Regular ++								\$3.00	\$2.00	\$5.60			\$208.50	\$417.00
RV - Large ++								\$3.00	\$0.00	\$2.80			\$198.50	\$397.00
RV - Extra Large ++								\$3.00	\$0.00	\$0.00			\$227.50	\$455.00

+ Pricing is for one car and two persons - Extra Vehicles add \$5.00 per Day (\$0.00 Increase) - Extra Persons add \$8.00 per Day (\$3.00 Increase)
 ++ Pricing is for one RV, one Vehicle, and two persons - Extra Vehicles add \$5.00 Day (\$0.00 Increase) - Extra Persons add \$5.00 per Day (\$3.00 Increase)



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 9, 2024

Reference ID:
2023-4462

Change in Authorized Strength - Sheriff County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director, Stephanie Rennie, Sheriff

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director, Stephanie Rennie, Sheriff

RECOMMENDED ACTION:

- A) Change the Authorized Strength in the Sheriff's Office by adding one (1) Sheriff's Community Relations Liaison at Range 78 (\$6,458 - \$7,847) and deleting one (1) Public Information Officer at Range 78 (\$6,458 - \$7,847).
- B) Approve the Sheriff's Community Relations Liaison job description.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Department has evaluated their needs and has determined that the Public Information Officer job description/title no longer aligns with the needs and mission of the Department. With the notification of the retirement of the current Public Information Officer, it was the perfect time to reevaluate and ensure the position aligns with the needs and goals of the Department.

The Sheriff's Community Relations Liaison position will better serve the needs of the department and the communities in Inyo County.

There is no additional fiscal impact, as there is no financial change in the position, and it is included in the approved FY 2023/2024 budget.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	022700
Budgeted?	Yes	Object Code	Salaries & Benefits
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
There is no fiscal impact, as there is no financial change in the position and it is part of the approved FY 2023/2024 budget.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the requested change in Authorized Strength. However, this is not recommended as the needs of the department have changed, and not taking this action now would limit the ability to hire for this position as needed. The department would maintain its current structure if this request is not approved.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. 2023 Sheriff's CRL Job Description

APPROVALS:

Keri Oney	Created/Initiated - 12/28/2023
Stephanie Rennie	Approved - 12/28/2023
Darcy Ellis	Approved - 12/29/2023
John Vallejo	Approved - 1/2/2024
Amy Shepherd	Approved - 1/4/2024
Nate Greenberg	Final Approval - 1/4/2024

SHERIFF'S COMMUNITY RELATIONS LIAISON

DEFINITION:

Under general direction of the Sheriff or their designee, to perform complex analytical, public relations and office management work; and to perform other duties as required.

ESSENTIAL JOB DUTIES:

With minimal supervision, this position performs a variety of responsible administrative, organizational, budgetary, and statistical work. Such duties include, but are not limited to:

- Conferring with and assisting the Sheriff and the Sheriff's Executive staff in identifying funding sources for Sheriff services.
- Researches, writes, monitors, and administers a variety of grants.
- Prepares and presents comprehensive reports.
- Works closely with federal, state, county and city personnel and departments.
- Coordinates, plans, organizes, and executes special events for the Sheriff's Department as directed.
- Attends and participates in meetings, conferences, and training that enhance skills.
- Interacts and serves as liaison with officials of other government agencies, county departments, members of Sheriff's administration and organizations to expedite activities involving the interests of the Sheriff's Department.
- Implements and promotes community engagement programs.
- Organizes, directs, and carries out the day-to-day activities of the Department's public information and communications functions during times of non-emergency and during an emergency.
- Serves as liaison between media and the Department.
- Evaluates and makes recommendations regarding Department media/public information policies and procedures.
- Facilitates media inquiries and/or interview requests for executive staff members.
- Assists in the preparation of talking points and press briefings.
- Drafts and releases new information to the media and the public within the county as well as outside this jurisdiction as necessary.
- Regulates and maintains the Department's social media platforms.
- Develops and maintains website/web content, archiving software, and implements media strategies for new programs.
- Be available and responsive to Department staff.
- Organizes, facilitates, and coordinates employee training.
- Maintains and retains employees training records.
- Manages employee timecards and payroll functions.
- Supports the mission, vision, values, and goals of the Inyo County Sheriff's Department.
- Performs other duties as assigned.

MINIMUM QUALIFICATIONS:

Education and/or Experience

Knowledge and understanding of governmental grant administration and monitoring. Public Information/Public Relations experience and California local government experience, or a combination of training, education and experience that is equivalent. Qualifying education/experience:

Education: Equivalent to graduation from a four-year college or university with major coursework in public administration, management, or a closely related field.

Experience: Three (3) years of experience that demonstrates the ability to perform the essential functions of the classification.

Education and work experience may be substituted on a year-for-year basis.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Administrative techniques, including the principles of organization, accounting, budget, and organizational analysis.
- Budgetary procedures and practices, research methods and techniques.
- Methods of report preparation.
- Computer software and hardware.
- Principles, practices, and methods of public relations.
- Emergency management.
- Website maintenance and social media platforms and communications.
- Local, state, and federal government funding and grant procedures.

Ability to:

- Communicate clearly, concisely, and persuasively in writing and verbally.
- Collect, evaluate, and interpret varied information and data, either in statistical or narrative form.
- Think critically and perform comprehensive analyses.
- Work independently and manage multiple priorities.
- Exercise sound independent judgment within general directions and policy guidelines.
- Establish and maintain project and program files and records, including financial, training and time records.
- Prepare clear and concise reports and other written materials on a variety of financial, budgetary, and administrative issues; analyze complex problems, evaluate alternatives, and make sound recommendations, and do so in a manner that minimizes costs to the department, county and its citizens.
- Work cooperatively with those contacted in the course of work.
- Plan, organize, and coordinate employees and consultants.
- Prepare and manage budgets.
- Develop and administer grant applications and contracts.
- Interpret, analyze, and apply pertinent federal, state, and local laws, rules and regulations, policies, and procedures.
- Develop, implement, and interpret goals, objectives, policies and procedures.
- Represent the County effectively in meetings with others.
- Interpret budgetary and financial statements.
- Use computers effectively for word processing, records management, and presentation.
- Stand, sit, bend, squat, climb, kneel, twist, and lift and carry up to 50 pounds in the course of work.

Special requirements: You may be required to drive a motor vehicle in the course of employment and must possess a valid operator's license issued by the State Department of Motor Vehicles. Must

successfully complete a pre-employment background investigation. Your position may be required to serve as a Disaster Service Worker during a County emergency.



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ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 9, 2024

Reference ID:
2023-4341

Acquisition of OpenGov Software Platform for Streamlined Online Permitting County Administrator - Information Services

ACTION REQUIRED

ITEM SUBMITTED BY

Noam Shendar, Chief Information Officer

ITEM PRESENTED BY

Noam Shendar, Chief Information Officer, Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Approve the purchase of the OpenGov software platform up to the amount of \$117,245, and authorize the County Administrator to sign respective agreements; and
- B) Approve the Memorandum of Understanding with the City of Bishop which addresses the sharing of costs associated with this joint software acquisition.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County has been working with the City of Bishop on moving from paper-based permits to an online permitting platform that would allow for more efficient processing of permits. This includes online forms, online fee collection, online status, and generation of automatic reminders as permit tasks flow from one person or department to another. The overall goals of the project are to reduce the processing time of each permit, increase visibility and transparency, reduce uncertainty and time lost during inter-department transitions, reduce the amount of time County and City personnel spend on certain tasks and, ultimately, increase customer satisfaction.

The County and City already share the costs for Building & Safety personnel, which makes sharing the costs of such a platform a natural next step. An amendment to the existing City-County Memorandum of Understanding which incorporates this additional cost sharing was approved by the Bishop City Council on November 27th, 2023.

The decisions being requested here are to approve the purchase of the software platform as well as the cost-sharing MOU with the City of Bishop.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	11808
Budgeted?	Yes	Object Code	5700
Recurrence	Ongoing Expenditure		

Current Fiscal Year Impact

First year costs include Project Implementation (\$52,845) plus software licensing (\$64,400) for a total of \$117,245. The City of Bishop will share these costs and contribute 20% to Inyo County, making Inyo County's cost \$93,796 (County 80% share).

Future Fiscal Year Impacts

The total Year 2 cost is \$77,000, of which the City of Bishop pays 20%, making Inyo County's cost \$61,600 (County 80% share). The total Year 3 cost is \$80,850, making Inyo County's cost \$64,680 (County 80% share).

Additional Information**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Not approving this will save on the software license costs but will result in continued inefficiencies, slow processing, occasional inter-departmental delays, and overall poor customer service. In addition, not approving may increase costs by necessitating the hiring of additional staff.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

City of Bishop

ATTACHMENTS:

1. OpenGov Quote for County of Inyo
2. Inyo, County of, CA_SOW_PS-03975_V2_11.16.2023
3. OpenGov GSA Contract
4. Inyo County - City of Bishop MOU

APPROVALS:

Noam Shendar	Created/Initiated - 1/4/2024
Darcy Ellis	Approved - 1/4/2024
John Vallejo	Approved - 1/4/2024
Amy Shepherd	Approved - 1/4/2024
Michael Errante	Approved - 1/4/2024
Nate Greenberg	Final Approval - 1/4/2024



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 12/20/2023, 3:20 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

OpenGov Quote for County of Inyo, CA

Contract: GSA: GS-35F-688GA

Quote #: Q-04308
Expires On: 1/13/2024

Ship To
County of Inyo, CA
Michael Errante
merrante@inyocounty.us

Quote For:
Name: Michael Errante
Company:
Email: merrante@inyocounty.us
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
2%/15, NET 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 1/15/2024

Overall POP End Date: 1/14/2027

01/15/2024-01/14/2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWCI-B80100M-AR-3Y	Citizen Services — Unlimited Service Areas - Between \$80-100 Million - 3Y	1.00	\$44,400.00	\$44,400.00
OG-TWAP-B80100M-AR-3Y	Permitting and Licensing - Supporting Add-On Bundle - Between \$80-100 Million - 3Y	1.00	\$20,000.00	\$20,000.00
OG-PSBG-B80100M-OT-0Y	Professional Services Deployment - Prepaid - Between \$80-100 Million - 0Y	271.00	\$195.00	\$52,845.00
01/15/2024-01/14/2025 TOTAL:				\$117,245.00

01/15/2025-01/14/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWCI-B80100M-AR-3Y	Citizen Services — Unlimited Service Areas - Between \$80-100 Million - 3Y	1.00	\$56,000.00	\$56,000.00
OG-TWAP-B80100M-AR-3Y	Permitting and Licensing - Supporting Add-On Bundle - Between \$80-100 Million - 3Y	1.00	\$21,000.00	\$21,000.00
01/15/2025-01/14/2026 TOTAL:				\$77,000.00

01/15/2026-01/14/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWCI-B80100M-AR-3Y	Citizen Services — Unlimited Service Areas - Between \$80-100 Million - 3Y	1.00	\$58,800.00	\$58,800.00
OG-TWAP-B80100M-AR-3Y	Permitting and Licensing - Supporting Add-On Bundle - Between \$80-100 Million - 3Y	1.00	\$22,050.00	\$22,050.00
01/15/2026-01/14/2027 TOTAL:				\$80,850.00

TOTAL: \$117,245.00

Quote Terms

Customer's use of the GSA MAS Contract: GS-35F-688GA is pursuant to the Terms and Conditions set forth at: <https://www.vertosoft.com/gsa>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.



Statement of Work

County of Inyo, CA

Creation Date: 11/16/2023
Document Number: PS-03975
Version Number: 2
Created by: Dean Simpson

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1. Overview and Approach

1.1. Agreement

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for County of Inyo, CA (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Master Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in [Appendix B](#) are the single source of the truth of the deliverables to be provided.
- Customer’s use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Permitting & Licensing as defined in the OpenGov Responsibilities section of this document ([Section 2.5](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Permitting & Licensing solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the “OpenGov Responsibilities” section below. Deviations that arise during the project will be managed through the procedure described in [Appendix A-2: Change Order Process](#), and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov’s standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.
- C. Use personnel and resources located across the United States, and may also include OpenGov-trained staffing contractors to support the delivery of services.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the [Appendix A-2: Change Order Process](#), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

General:

- A. Individual software modules are configured based on discussions between OpenGov and Customer.
- B. All training, working sessions, and configuration is completed remotely, unless otherwise specified in appendix
- C. Customer will gather and provide all applicable Prerequisite Data Checklist items prior to the first project working session being held.
- D. Customer's source data will be provided in accordance with [Appendix C: Technical Requirements](#).
- E. Customer will validate and sign off on each deliverable in [Appendix B: Deliverables](#).
- F. Go Live date will be agreed and signed off between the Customer and OpenGov project manager during project planning.
- G. Customer will sign off on the Solution Acceptance prior to Go Live.
- H. The project plan assumes one Go-Live event and cutover unless otherwise specified in [Appendix B: Deliverables](#).

Data and Document Migrations:

- I. Migrations are completed using flat files provided and mapped by the Customer, unless otherwise specified in [Appendix B: Deliverables](#).
- J. Customer configured Record Types are expected to comply with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- K. Customer shall complete the OpenGov provided data templates with three (3) weeks of request.
- L. Customer shall validate data deliverables within three (3) weeks of request
- M. During implementation, OpenGov will provide up to two (2) format changes for each integration file, allowing for necessary edits to be made during the testing and validation process.

2.4. Exclusions

- A. Historical data migration does not:
 - i. Exceed 250,000 records unless otherwise specified in [Appendix B: Deliverables](#).

- ii. Include database backup files unless otherwise specified in Appendix B: Deliverables).
 - iii. Include cleaning of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, permit attachments, import of contractor database, or hierarchical relationships between records.
- B. Document Migration does not exceed 1TB unless otherwise specified in Appendix B: Deliverables.

2.5. OpenGov Responsibilities

2.5.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. Review the SOW, contract and project plan with Customer’s Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. Coordinate a go live planning and data workshop to plan data integrations and migrations;
- C. Maintain project communications through your Project Manager;
- D. Establish documentation and procedural standards for deliverable Materials; and
- E. Assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. Review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. Work with your Project Manager to address and resolve deviations from the project plan;
- C. Conduct regularly scheduled project status meetings; and
- D. Administer the Appendix A-2: Change Order Process with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Planning and Data Workshop
- Project Plan and Timeline
- Weekly Status Reports
- Go Live Checklist
- Risk, Action, Issues and Decisions Register (RAID)
- Project Charter

2.5.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.5.3. Activity 3 – OpenGov Use Cases

Use cases:

OpenGov will provide the following:

Community Development: Building Permits & Inspectional Services; Community Development: Planning and Zoning Approvals; Community Development: Code Enforcement; Community Development: Fire; Health

Completion Criteria:

This activity will be considered complete when:

- Deliverables are configured/completed

Deliverable Materials:

- Formal sign off document

2.5.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Training is provided

Deliverable Materials:

- Formal sign off document

2.6. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with [Appendix A-2: Change Order Process](#).

2.6.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. Manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. Serve as the interface between OpenGov and all your departments participating in the project;
- C. Administer the [Appendix A-2: Change Order Process](#) with the Project Manager;
- D. Participate in project status meetings;
- E. Obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. Resolve deviations from the estimated schedule, which may be caused by you;
- G. Help resolve project issues and escalate issues within your organization, as necessary; and
- H. Create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones, estimates, and duration.

2.7. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in “OpenGov responsibilities” section and delivers the Materials listed, if any; or
- B. The End Date, as agreed upon between the Customer and OpenGov during project planning, is reached.

2.8. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures, unless otherwise agreed upon between the Customer and OpenGov, and have an estimated end date of nine (9) months after kick-off (“Estimated End Date”). The End Date will be agreed between Customer and OpenGov during project planning.

2.9. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Illustrative Timeline	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Data Framework									
Historical Data Migration									
Record & Financial Exports									
Document Migration									
Permitting Licensing and Code Enforcement Suite	Requirements and Discovery								
	Initiate*								
	Configure*								
	Validation^								
Go-Live									
Reporting & Transparency									
*Timeline is dependent on the number of service areas and record types.									
^Validation includes data integration and migration									
	OpenGov Configuration								
	Customer Validat								
	Go Live Event								

2.10. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

There is no travel expected in this project. Should travel be requested, Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred.

2.11. Offer Expiration Date

This offer will expire on January 19, 2024 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1: Communication and Escalation Procedure . As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Deliverables

B-1: Data Deliverables

Master Address Table (MAT) Integration

- OpenGov will:
 - Provide a template file to be utilized by the Customer to populate MAT information.
 - Import the completed template file and validate against the completed template file.
- Customer will:
 - Populate and validate the MAT template.

ESRI ArcGIS Server Integration

- OpenGov will:
 - Integrate with the Customer's ArcGIS public API endpoint.

GIS Flag Integration

- OpenGov will:
 - Provide a template file to be utilized by the Customer to populate GIS Flag information.
 - Import the populated template file after acceptance.
 - Enable the GIS Flag Integration.
- Customer will:
 - Populate and validate the flag template file.

Accounting and Finance Export

- OpenGov will:
 - Provide two (2) exports of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.
- Customer will:
 - Agree upon specifications prior to export.

Autofill Integration

- OpenGov will:
 - Provide up to four (4) of Autofills, using source data from OpenGov or provided by the Customer.
- Customer will:
 - Provide the source data, if applicable.
 - Agree upon specifications prior to upload.

State Contractor Integration

- OpenGov will:
 - Integrate with the California licensed professional dataset for use within OpenGov.

Data Migration

OpenGov will:

- Perform historic data migration from Excel using flat files provided by and mapped by the customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations
- Provide instructions for customer validation of data migration.

Customer will:

- Sign off on data load.

B-2: Record Type Deliverables

OpenGov will configure the following standard record type drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Building and Inspectional Services Service Area

Three (3) record types from the following list:

- Residential Building Permit
- Commercial Building Permit
- Septic Permit

Planning and Zoning Service Area

Two (2) record types from the following list:

- Land Use Entitlement Application
- Conditional Use Permit

Health Service Area

Two (2) record types from the following list:

- Application for Retail Food Facility
- Food Inspection

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

B-3: Training Deliverables

OpenGov will:

Administrator and Configuration Training

- Provide up to seventy (70) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
 - Setting up the public portal
 - Employee app settings
 - Creating and editing record types
 - Managing Forms
 - Editing Documents
 - Creating Workflows
 - Setting up Inspections
 - Mobile app

End User Training

- Provide up to ten (10) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
 - Navigation of the system
 - Manage inbox and tasks
 - Take payments

- Conduct inspections
- Create records
- Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Appendix C: Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- Publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

Historical Data

- Flat file, .csv, .xlsx with headers
- Record type and status mapping using OpenGov template

OpenGov Terms and Conditions – GSA

BY EXECUTING THIS OPENGOV SOFTWARE SERVICES AGREEMENT, (THIS OPENGOV SOFTWARE SERVICES AGREEMENT, TOGETHER WITH ALL ORDERS, THE “AGREEMENT”) IN WRITING, ON BEHALF OF THE ORDERING ACTIVITY INDICATED BY YOU AT THE TIME OF ACCEPTANCE, YOU ARE HEREBY AGREEING TO THIS SERVICES AGREEMENT ON BEHALF OF THE ORDERING ACTIVITY. IN DOING SO, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ORDERING ACTIVITY TO THESE END USER TERMS AND CONDITIONS AND THE AGREEMENT. THE AGREEMENT IS BY AND BETWEEN THE ORDERING ACTIVITY UNDER GSA SCHEDULE CONTRACTS IDENTIFIED IN THE PURCHASE ORDER, STATEMENT OF WORK, OR SIMILAR DOCUMENT (“ORDERING ACTIVITY,” OR “CUSTOMER”) AND THE GSA MULTIPLE AWARD SCHEDULE CONTRACTOR ACTING ON BEHALF OF OPENGOV INC. (“SUPPLIER” OR “OPENGOV”)

If you do not agree to the terms of this Agreement, or if you are not authorized to accept this Agreement on behalf of your organization or entity, do not download, install, access or use the Software. “Software” means the downloadable and/or online software products that are specified in the applicable Purchase Order, Statement of Work or Similar Document (“Order Form”), and subsequent updates thereto made generally available by Opengov under this Agreement.

1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means the Reseller Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

“Reseller” means the channel partner authorized to resell the Software Services.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support & Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If Reseller or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”).

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by Reseller in performing the professional services will be reimbursed by Customer in accordance with the Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software

Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the “**Receiving Party**”) agrees not to disclose any Confidential Information of the other party (the “**Disclosing Party**”) without the Disclosing Party’s prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party. OpenGov recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

5.2 “**Confidential Information**” means all confidential business, technical, and financial information of the disclosing party that is marked as “Confidential” or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov’s Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, “Confidential Information” does not include: (a) “**Public Data**,” which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term (“**Software Services Fees**”) and the fees for Professional Services (“**Professional Services Fees**”) are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as “**Fees**”. Except to the extent otherwise expressly stated in this Agreement or in an Order

Form, (i)reserved, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (iii) the Software Service Fee shall be due annually the later of the 30th day after the designated billing office receives a proper invoice from the or the 30th day after Customer's acceptance of supplies delivered or services performed, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. The Fees payable for the Software Services during any Renewal Term shall increase in accordance with the then current GSA Schedule Pricelist for the Renewal Term.

(c) Invoicing and Payment. Reseller will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, Reseller will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

(e) Reserved.

6.2 Taxes. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide Reseller, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**").

7.2 Renewal. This Agreement may be renewed for another period of the same duration as the Initial Term (the “**Renewal Term**” and together with the Initial Term, the “**Term**”) by executing a written order for the Renewal Term in writing.

7.3 Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, OpenGov shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

7.4 Effect of Termination.

(a) In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party’s option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov’s standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to “OpenGov Vice President, Customer Success” at OpenGov’s address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AND RESELLER'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS

AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO RESELLER (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Name Use. OpenGov shall have the right to use and display Customer's name for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov and extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov and Reseller has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Reserved.

10.5 Force Majeure. Excusable delays shall be governed by GSAR 552.212-4(f).

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Reserved.

10.10 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

10.11 Federal Government End Use Provisions. OpenGov provides the Software Services for federal government end use in accordance with the following: The Software Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Software Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

AMENDMENT NUMBER 3
to
Memorandum of Understanding Between the City of Bishop and Inyo County
For
Building Permitting and Inspection

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and the City of Bishop (hereinafter referred to as “City”), have entered into an Memorandum of Understanding (“MOU”) for the Provision of building permitting and inspection services dated December 14, 2016.

WHEREAS, County and City approved Amendment Nos. 1 and 2 to the MOU on March 20, 2018, and March 26, 2020, respectively, to expand the scope of services provided under the MOU.

WHEREAS, the MOU provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual written consent of the parties thereto.

WHEREAS, County and City do desire and consent to amend the MOU as set forth below.

NOW, THEREFORE, County and City hereby amend the MOU to add the following provisions:

1. The County intends to contract with OpenGov for the permitting platform as set forth in Exhibit A to this Amendment Number 3. If and when the County enters into that OpenGov contract, the City will pay for 20% of the cost of said OpenGov contract incurred by the County. The County and City will review annually, beginning on or about October 1, 2024, whether the City’s cost share is appropriate, or if it should be adjusted. Any such adjustment shall be approved in writing.
2. Paragraph 12 of the MOU shall be replaced in its entirety as follows:

“12. Beginning July 1, 2023 the City will pay the County \$75,000 per fiscal year (and a pro-rata portion of that amount for any partial payment) related to the provision of Services billed and paid on a quarterly basis, unless or until said amount is changed by mutual agreement of the parties.

All other terms and conditions remain unchanged.

[Signature Page Follows]

AMENDMENT NUMBER 3
Memorandum of Understanding Between the City of Bishop and Inyo County
For Building Permitting and Inspection

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

COUNTY OF INYO

By: _____


APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

CITY OF BISHOP

By:  _____
City Administrator

APPROVED AS TO FORM AND LEGALITY:



City Attorney

EXHIBIT A

OpenGov Contract



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 9, 2024

Reference ID:
2023-3888

Short-Term Rental of Residential Properties Workshop Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

- A) Receive a presentation from staff;
- B) Direct staff to prepare an Ordinance to

1. Adopt updates to the violation, enforcement, modification and revocation sections of the Short-term Rental Ordinance as presented;
2. Update Section 18.73.040 Permit Application of the Short-term Rental Ordinance to include proof of insurance requirement;
3. Adopt the updates to Short-term Rental Ordinance to include the Short-term Rental Permit Areas as presented by staff for the purpose of defining the geographic areas in which rentals are allowed; and include these areas:
 - o A 5-percent cap for each established geographic area as 5-percent.
 - o Establish a 5-year permit time limit and require a ministerial review of new Short-term Rental permits including:
 - o A check to ensure verifiable violation complaints have not been received on the short-term rental.
 - o Verification from the Building and Safety Department that no building code violations have been sited on the property or the building the short-term rental is permitted for.
 - o Verification from the Environmental Health Department that no well, septic, or other health and safety violations have been found on the property or the building the short-term rental is permitted for.
 - o A review of Transient Occupancy Tax (TOT) history.
4. Establish an annual review of short-term rental permit use and require the relinquishment of unused permits; and
5. Lift the current Short-Term Rental Moratorium.

This recommendation would require planning staff to prepare the ordinance and present it at a public hearing to the Planning Commission for a recommendation for the Board's approval and subsequently, staff would present it to the Board, also at a public hearing for review of approval.

BACKGROUND / SUMMARY / JUSTIFICATION:

A short-term rental in the context of the County zoning code means the rental of certain residentially zoned properties for 30-days or less. It does not include lodging businesses (motels, hotels, bed and

breakfast etc.) or residential rentals located on commercially zoned properties. The code allows for hosted short-term rentals in the: Open Space (OS), Rural Residential (RR), Rural Residential Starlite (RR Starlite), One Family Residential (R1) and Multiple Family 2-Units (R2) zones, with a permit. The only residential zone they are not allowed in is the Multiple Family 3-Units and above (R3) zone. Not allowing for short-term rentals in the R3 zone was a purposeful decision made by the Board when the ordinance was being developed to help protect affordable long-term rental opportunities, as apartments and mobile home parks are allowed in the R3 zone.

The Board of Supervisors adopted the County’s short-term rental ordinance in 2018. It was then updated in 2020, primarily to eliminate the non-hosted permit type. Currently, there are 26 non-hosted short-term rental permits (these are no longer allowed) and 65-hosted short-term rental permits (hosted short-term rental permits require the owner or a manager to be on the property during a short-term rental stay). There are 4,612 dwelling units available for short-term rental permits (those that meet the zoning requirements) and 91 total short-term rental permits, representing just under 2-percent of the available units in the County.

In June, October, and November of 2022, and March 2023 staff presented a series of short-term rental updates to the Board of Supervisors. At the November 29, 2022 meeting, a 45-day moratorium was placed on short-term rental permits. On January 10th, 2023, an additional moratorium was placed on short-term rentals for 10-months and 15-days - until November 25, 2023, and another extension was approved on November 7, 2023, to end on November 25, 2024. During this time, staff has continued to receive inquiries (about one a week) from the public interested in obtaining short-term rental permits.

The Board requested that staff continue to work on updates to the short-term rental ordinance, specifically on the enforcement section, creating short-term rental areas, caps, and time limits. The areas for short-term rental evaluations and possible caps that were presented at the March 2023 workshop have remained the same, except that the Bishop Creek, Chipmonk Canyon, Rossi Hill area has been combined with Wilkerson (maps attached). Minor changes were also made to clean up the boundaries so that geographic descriptions could be more easily made for them. These areas were used to prepare percentages of available units for short-term rental permits. These include, from highest to lowest percentage:

Area	Eligible Units	Hosted	Non-hosted	Total Permits	Pct.
Starlite	76	4	1	5	6.6
Lone Pine/Alabama Hills, Pangborn, Granite View	701	26	11	36	5.1
North County	183	4	3	7	3.8
McLaren_Milovich_Desiderata	271	6	2	8	2.9
Aspendell/Mountain View	155	2	2	4	2.6
Sunrise/Sunset	499	5	2	7	1.4
South_Southeast County	571	5	1	6	1.1
Big Pine/ Glacier/ Birch Creek	600	4	1	5	0.8
Dixon/Meadow_Brockman_Early Pond	611	5	2	7	1.1
South of Line Street_Poleta	375	2	1	3	0.8
Independence/ Oak Creek	291	1	1	2	0.7
Wilkerson	279	1	0	1	0.3
Bishop Creek, Chipmonk, Rossi					
Total	4,612	64	26	91	1.9

Starlite and the Lone Pine area appear to be the most favored areas for short-term rentals, with the North County and McLaren/Milovich/Desiderata areas next. The area including Lone Pine and the Alabama Hills has by far the highest number of short-term rental permits (35). The next highest number of permits is the McLaren, Milovich, Desiderata area with (8).

A 5-percent cap was suggested by staff to the Board in case they wished to impose a cap on short-term rentals. The following table shows the total number of short-term rental permits that would be allowed with a 5-percent cap for each area and the number of additional short-term rental permits for each area needed to reach the 5-percent cap. The negative numbers indicate how many short-term rental permits there are over the 5% cap per area.

Area	Eligible Units	Total permits at 5%	Current Permits	Additional at 5%
Starlite	76		4	5
Lone Pine	701		36	35
North County	183		9	7
McLaren_Milovich_Desiderata	271		14	8
Aspendell/Mountain View	155		8	4
Sunrise/Sunset	499		25	7
South/Southeast County	571		29	6
Big Pine	600		30	5
Dixon/Meadow/Brockman/Early Pond	611		31	7
South of Line Street/Poleta	375		19	3
Independence	291		15	2
Wilkerson-Bishop Creek/Chipmonk/Rossi	279		14	1
Total	4,612		231	91

In addition to the 5-percent cap, staff has created tables for 3-percent and 2-percent caps as was requested at the March 2023 workshop. They are as follows:

Area	Eligible Units	3% of available	Total Permits	Additional at 3%
Starlite	76		2	5
Lone Pine	701		21	36
North County	183		5	7
McLaren/Milovich_Desiderata	271		8	8
Aspendell/Mountain View	155		5	4
Sunrise/Sunset	499		15	7
South/Southeast County	571		17	6
Big Pine	600		18	5
Dixon/Meadow/Brockman/Early Pond	611		18	7
South of Line Street/Poleta	375		11	3
Independence	291		9	2
Wilkerson/Bisop Creek/Chipmonk Rossi	279		8	1
Total	4,612		137	91

Area	Eligible Units	2.0% of available	Total Permits	Additional at 2.0%
Starlite	76		2	5
Lone Pine	701		14	36
North County	183		4	7

McLaren/Milovich/Desiderata	271	5	8
Aspendell/Mountain View	155	3	4
Sunrise/Sunset	499	10	7
South/Southeast County	571	11	6
Big Pine	600	12	5
Dixon/Meadow/Brockman/Early Pond	611	12	7
South of Line Street/Poleta	375	8	3
Independence	291	6	2
Wilkerson-Bishop	279	6	1
Creek/Chipmonk/Rossi			
Total	4,612	92	91

Staff is still recommending the 5-percent cap as it appears to be the tolerance tipping point for short-term rentals based on staff's interactions with the public regarding them. Staff is also still recommending that one cap be used for all areas to:

- Keep the implementation of the short-term rental ordinance less complicated; and,
- Keep the percentages even and fair throughout the County so as not to cause limitations or benefits for property owners in some areas and not in others.

In certain areas these caps will make getting a new short-term rental impossible. This applies to areas that have already met the cap, such as Starlite and the Lone Pine areas, or reach the cap after it is imposed. Because of this, staff believes that unused short-term rental permits should be turned in, so others can apply for them. A proxy to monitor short-term rental permit use, could be a check on Transient Occupancy Tax (TOT) payments. If a short-term rental permit holder has not paid TOT for a full year without an apparent hardship, or justifiable reason, staff could consider it an unused permit and require that it be relinquished. This will necessitate an annual review of permit use based on TOT payment to be conducted on new short-term rental permits.

Time Limits

Along with the caps, the Board expressed a lot of interest in limiting the time of a short-term rental permit, so that they do not remain active forever without a renewal cycle and mechanism. Staff is proposing a 5-year limit on short-term rental permits. This time limit can only be applied to new permits granted after the ordinance update and not to permits granted prior. Staff is also recommending that a ministerial permit review be conducted by staff at the time of a short-term rental permit renewal and at a minimum, should include:

- A check to ensure verifiable violation complaints have not been received on the short-term rental.
- Verification from the Building and Safety Department that no building code violations have been sited on the property or the building the short-term rental is permitted for.
- Verification from the Environmental Health Department that no well, septic, or other health and safety violations have been found on the property or the building the short-term rental is permitted for.
- A review of Transient Occupancy Tax (TOT) history. If TOT has not been paid for a full year prior to the renewal for no apparent hardship, or reason, it would be considered an unused permit and therefore not renewed. Staff will also be requesting that a \$200 fee be applied to the renewals to cover staff time in reviewing and processing. This will come back to the Board as a separate item.

Insurance Requirements and Covenants, Conditions and Restrictions (CC&Rs)

The Board inquired about Inyo County requiring owners of short-term rentals to obtain and maintain insurance to protect surrounding neighbors from the potential damage from short-term rental activities. Prior discussions with the Board about this issue left unanswered questions about this potential requirement as follows:

- What activities / risks should the County require?
- What amounts should the county require?
- How should the County verify the acquisition of the insurance policy?
- How should the County verify the maintenance of the insurance policy?

Given that County staff does not regulate the private insurance market, staff recommends requiring proof of insurance for a short-term rental permit but leaving the coverage details to the private insurance market. This can be done by adding a proof of insurance requirement to 18.73.040-Permit Application.

The County does not enforce CC&Rs. If there are neighborhoods with CC&Rs that prohibit short-term rentals, an active neighborhood association would have to enforce it. Since the County doesn't recognize CC&Rs or have records of which neighborhoods have CC&Rs, much less know what the CC&Rs prohibit, staff has not and cannot incorporate CC&R information into the permit numbers and/or caps.

Violations

Short-term rentals without permits and those operating in a way that is in conflict with a granted permit are considered zoning violations. The County contracts with a short-term rental monitoring company, Host Compliance, to help identify un-permitted short-term rentals. Planning and code enforcement staff also receive complaints regarding short-term rentals. The county code enforcement officer handles all the complaints and the Planning Director periodically asks for violation updates. Currently, there are no pending short-term rental violations. For the year 2023 there were 6 total violation complaints regarding short-term rentals. Five of these were for short-term rentals operating without a permit, two were written complaints and three were found with the Host Compliance software - all five have been resolved. The other complaint was with regard to an alleged hosted rental being conducted without the host on site. Staff verified that this was indeed the case and the Planning Director revoked the permit on September 27, 2023, following a revocation hearing held on September 24, 2023. The revocation decision was appealed to the Planning Commission. They, in turn, upheld the Director's revocation on November 15, 2023. The Planning Commission's decision was then subsequently appealed to the Board of and this will be brought before the Board for an appeal hearing in the near future.

The proposed changes to the enforcement section of the short-term rental ordinance include:

- Once the Planning Director deems that the violations at a STR are bad enough to merit revocation, a hearing before the Planning Commission is scheduled. This is instead of the Planning Director being a Hearings Official and is consistent with the revocation method used for all other landuse permits.
- The hearing is conducted as set out in 18.73.070(A)(3). In general, these hearings would be conducted the same as any other landuse permit revocation hearing, with both parties presenting evidence and having the opportunity to call witnesses if needed and again with the Planning Commission.
- After both parties have presented their evidence, the Planning Commission would deliberate and vote. The Planning Commission must issue a written decision with one of the findings in section 18.73070(A)(3)(vii) if they choose to revoke.
- In addition to the hearings system, the enforcement correction system outlined in section 18.73.080 has been revamped and moved to 18.73.060. This change addresses the process for nuisance complaints for both the complainant, short-term rental permit holder and the Planning Department.

Summary

The short-term rental program in the County, overall, has been successful with respect to property owners being able to generate income from their property and there is still a lot of interest from a certain contingency of people in getting short-term rental permits. Planning staff is averaging about one inquiry a week regarding short-term rental applications. There is also a counter contingency of people who have, do, and always will, hate short-term rentals, as well as, some who still believe short-term rentals are taking away long-term rental opportunities. A survey conducted by staff does not indicate that many people (10) converted long-term rentals to short-term rentals and there may be other more dominant factors contributing to the County's lack of long-term rental units, such as the fact that no substantial amount of new housing is being built and developable land in the county is highly constrained.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	N/A
Budgeted?	N/A	Object Code	N/A
Recurrence	N/A		
Current Fiscal Year Impact			
The County receives revenue via Transient Occupancy Taxes paid by the owners of Short-Term Rentals. The exact amount of revenue expected through the expansion of the County's Short-Term Rental program is unknown at this time.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

- The Board can choose different short-term rental areas. This is not recommended as the areas currently presented make geographic sense and have been discussed with the Board on several occasions.
- The Board could propose different caps by area. This is not recommended as it would cause the implementation of the short-term rental ordinance to be more complicated and could be perceived as unfair and/or biased against or to the benefit of certain areas.
- Instead of, or in addition to the Areas and Caps, the Board could direct staff to also provide language addressing time limits and renewal periods. This is not recommended as it could end up unnecessarily redundant and cause additional staff resources to be spent on short-term rentals. Once a cap is met, no new permits can be granted unless one is voluntarily relinquished or revoked. Violations of the permit conditions would be the most likely reason for a short-term rental permit to be denied renewal and there is a process already in place for this to happen without annual renewals.
- The Board could direct staff to eliminate the short-term rental ordinance from the code and leave the number of permits to what it is now. This is also not recommended as the likely result would be an increase in the number of unpermitted short-term rentals, putting more pressure on the county's code enforcement system and officer, as well as creating more short-term rentals operating without the benefit of regulation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Maps: Current Permits 12.2023
2. Maps: Areas with Caps 1.2.2024

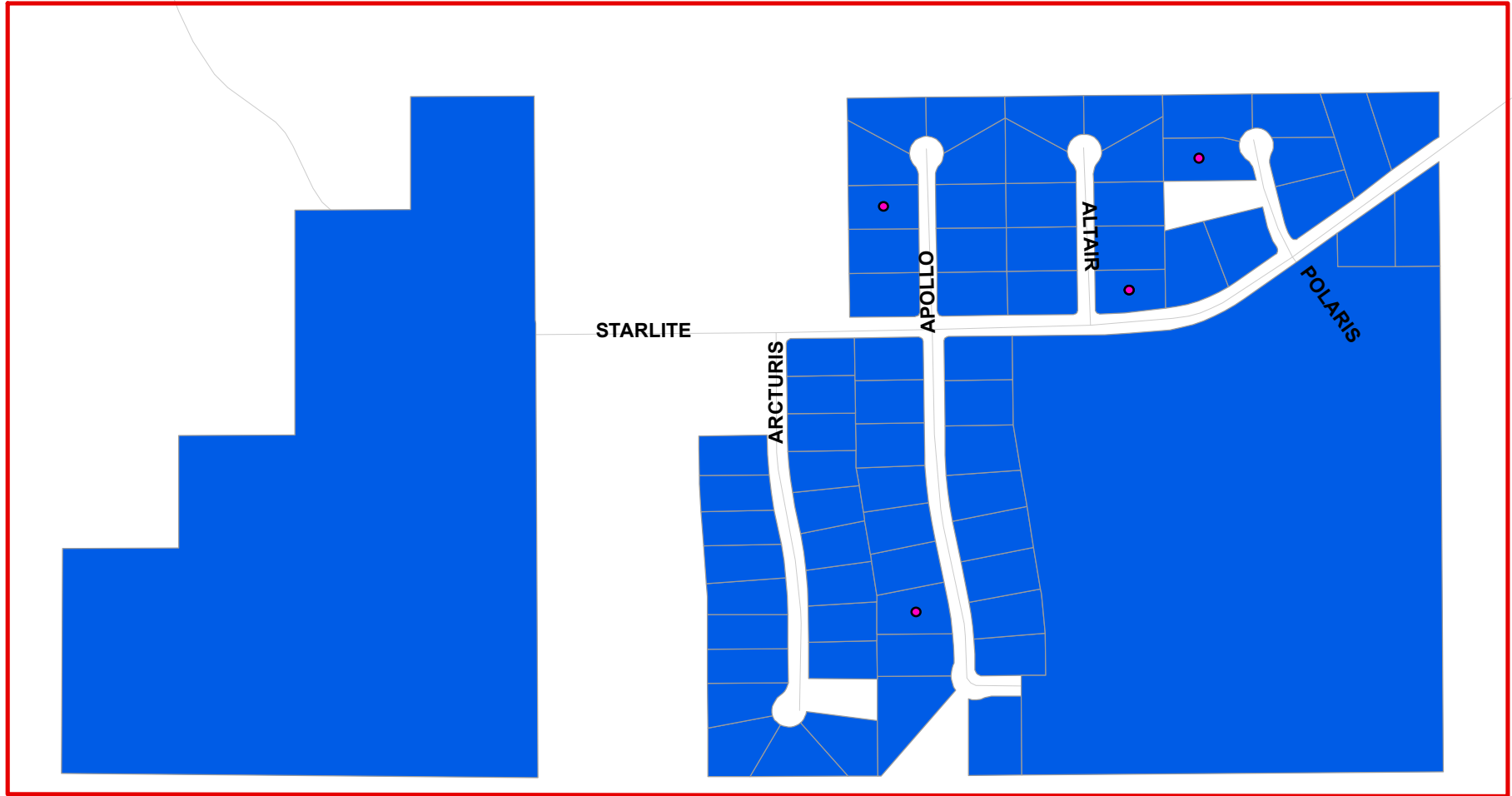
APPROVALS:

Cathreen Richards	Created/Initiated - 7/12/2023
Darcy Ellis	Approved - 7/12/2023
Grace Chuchla	Approved - 7/12/2023
John Vallejo	Approved - 7/26/2023
Nate Greenberg	Approved - 1/3/2024
Cathreen Richards	Final Approval - 1/4/2024

Maps - Areas and Permits

Starlite

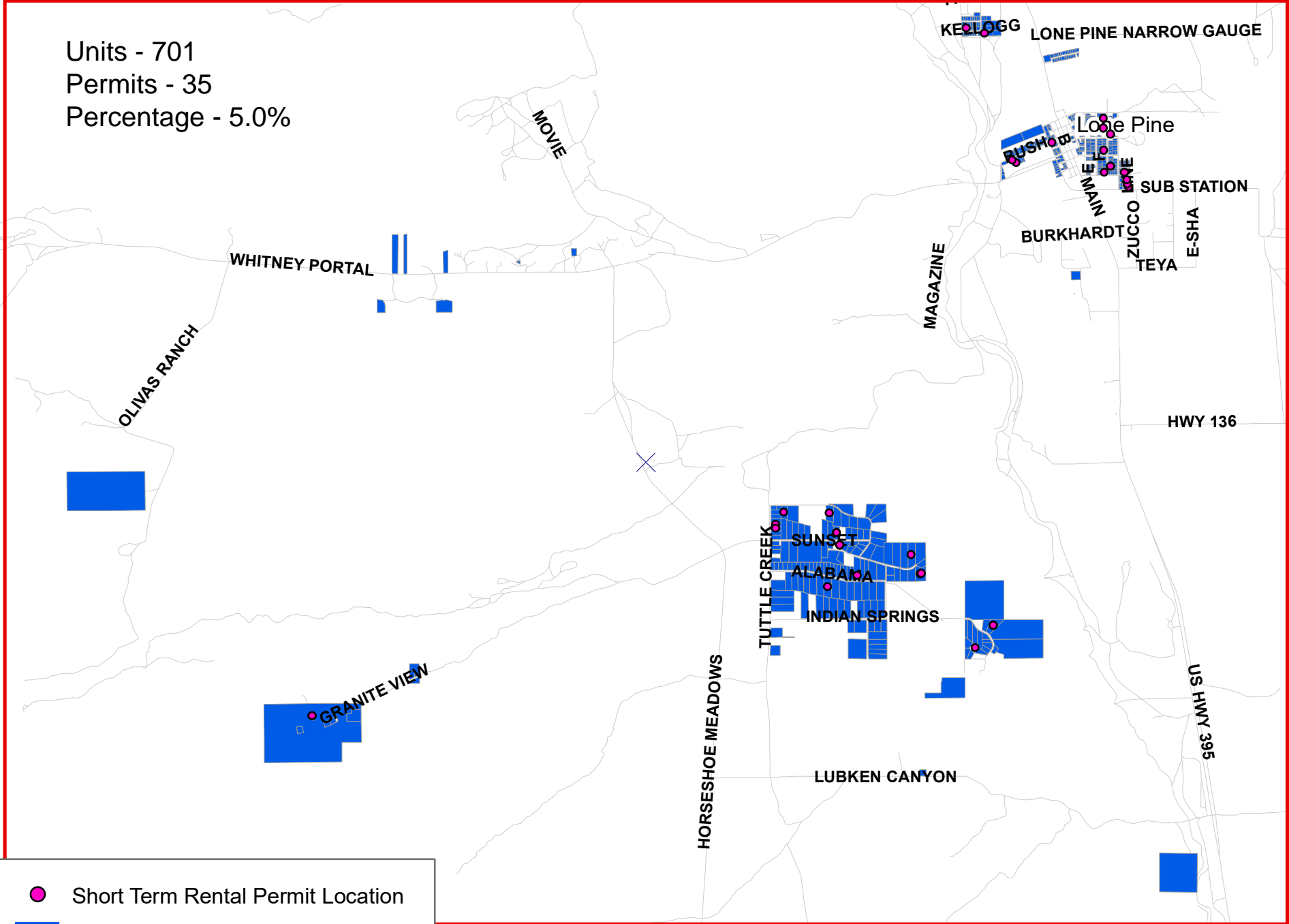
Units - 76
Permits - 5
Percentage - 6.6%





- Short Term Rental Permit Location
- Parcels with Units Counted

Lone Pine, Alabama Hills, Pangborn, Granite View

Units - 701
Permits - 35
Percentage - 5.0%



-  Short Term Rental Permit Location
-  Parcels with Units Counted

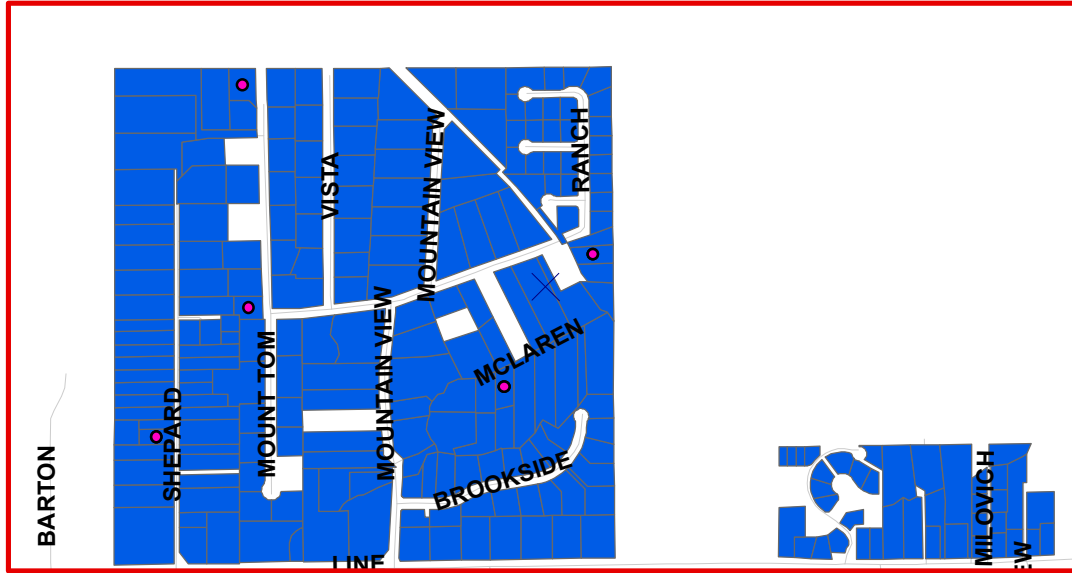
Units - 183
Permits - 7
Percent - 3.8%

North County



McLaren, Milovich, Desiderata

Units - 271
Permits - 8
Percentage - 2.9%



RED HILL
HWY 168

BARTON

SHEPARD

MOUNT TOM

VISTA

MOUNTAIN VIEW

MOUNTAIN VIEW

BROOKSIDE

REATA

WATTERSON

FAIRVIEW

MILOVICH

TUMBLEWEED

CEDAR

MEADOW

PINON

LAUREL

BIRCH

GRANDVIEW

WILDROSE

MESQUITE

INDIAN CREEK

BROCKMAN

WINUBA

TIBEC

PA HA

HIGHLAND

SUNSET

DIAZ

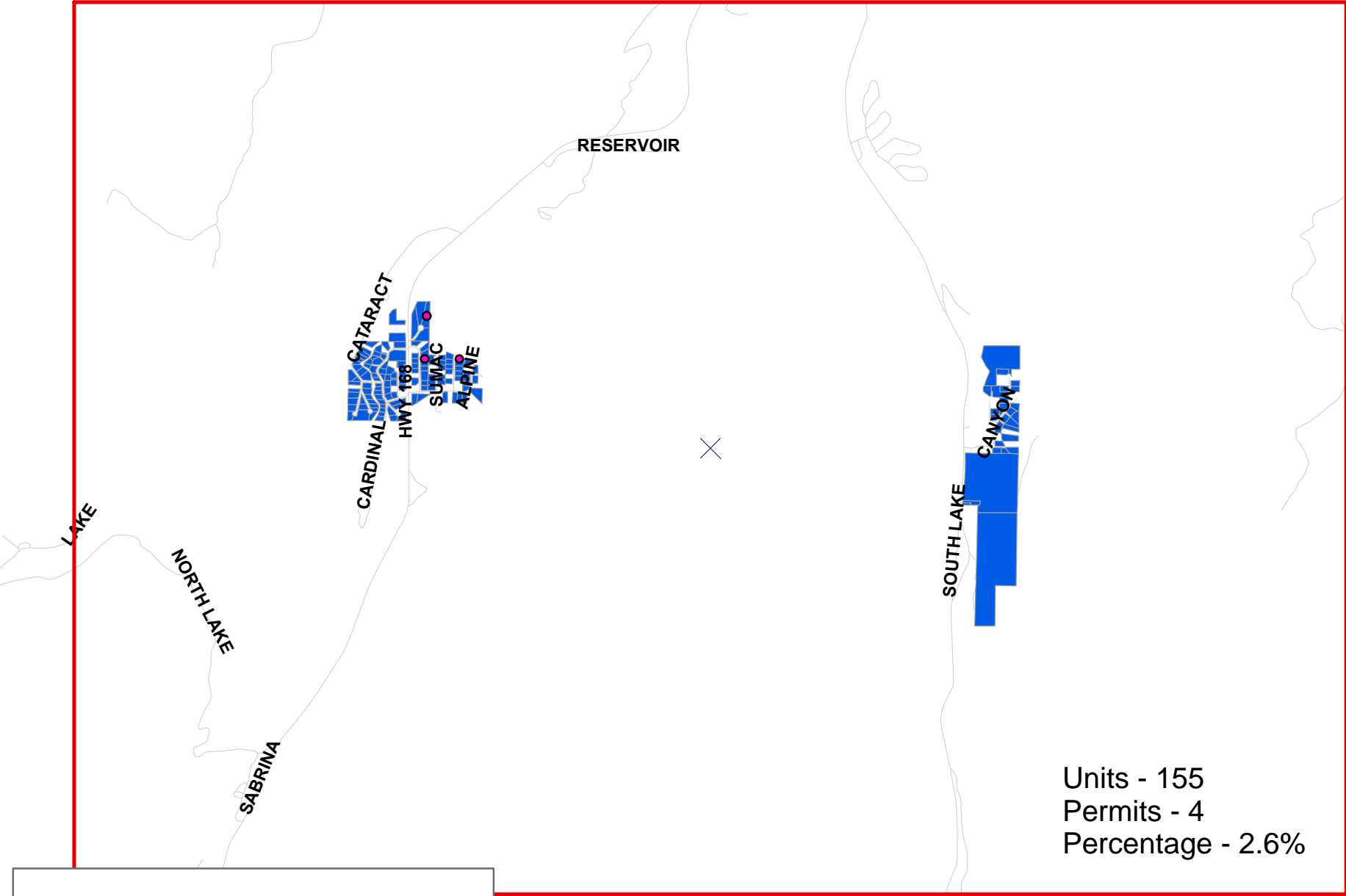
BILLY WILLIAMS

SEWAYE



BARLOW

- Short Term Rental Permit Location
- Parcels with Units Counted

Aspendell, Mountain View



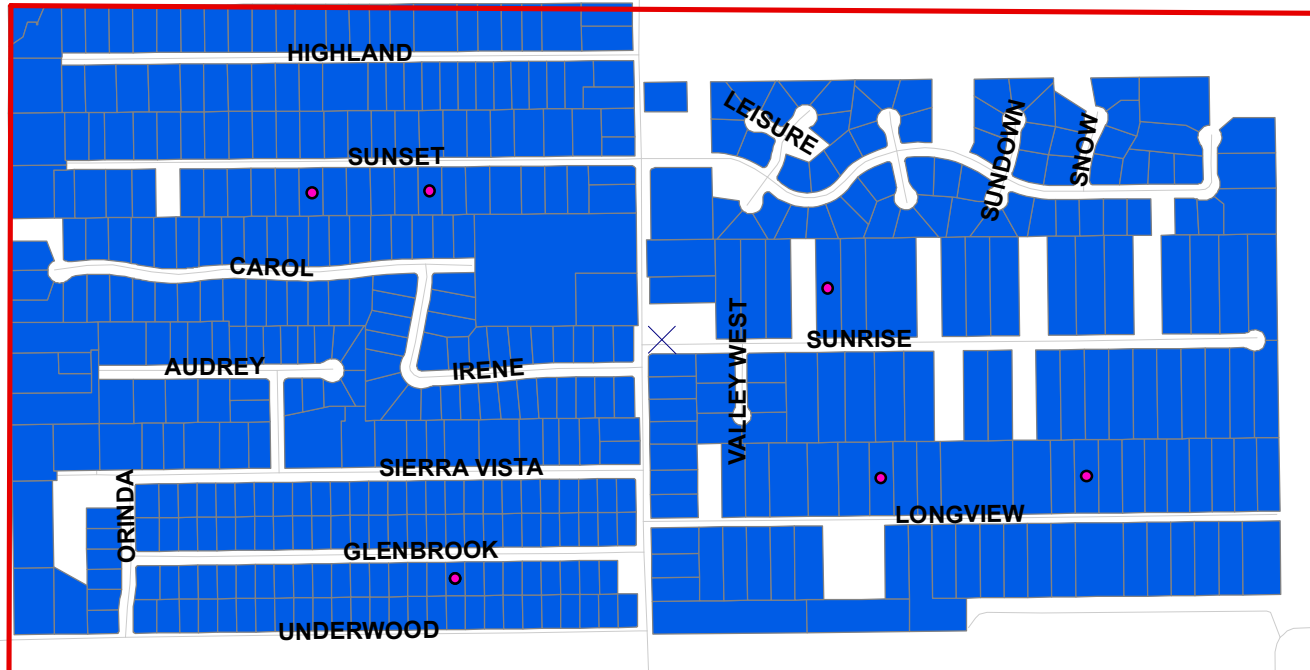
Units - 155
Permits - 4
Percentage - 2.6%

-  Short Term Rental Permit Location
-  Parcels with Units Counted

LINE Sunrise, Sunset

- Short Term Rental Permit Location
- Parcels with Units Counted

Units - 499
Permits - 7
Percentage - 1.4%

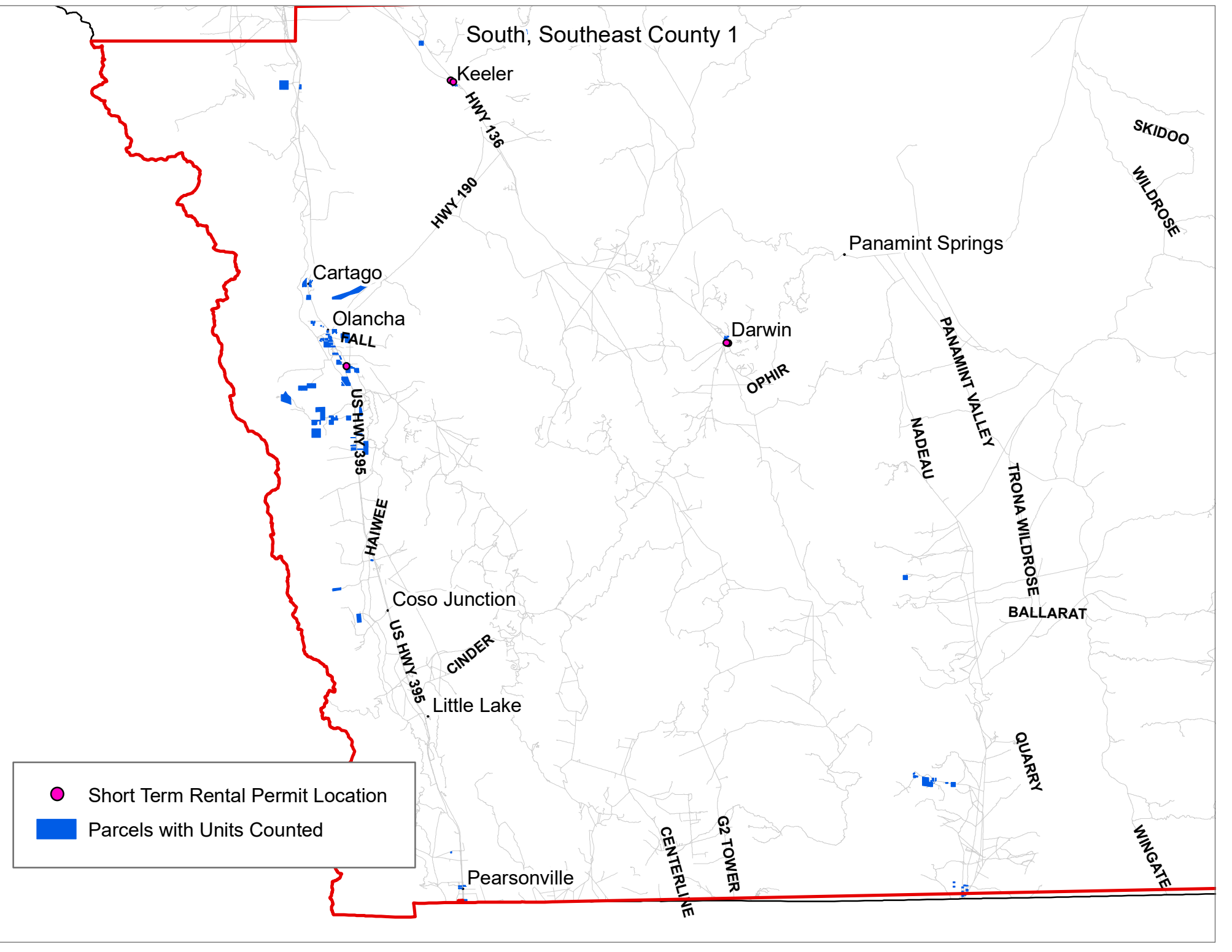


MEADOW BIRCH
MESQUITE GRANDVIEW
CEDAR CEDAR BIRCH
PINON LAUREL
TUMBLEWEED MORNINGSIDE WILDROSE
INDIAN CREEK MESQUITE PA ME

BILLY WILLIAMS
PA HA
BARLOW

SCHOBER

South, Southeast County 1

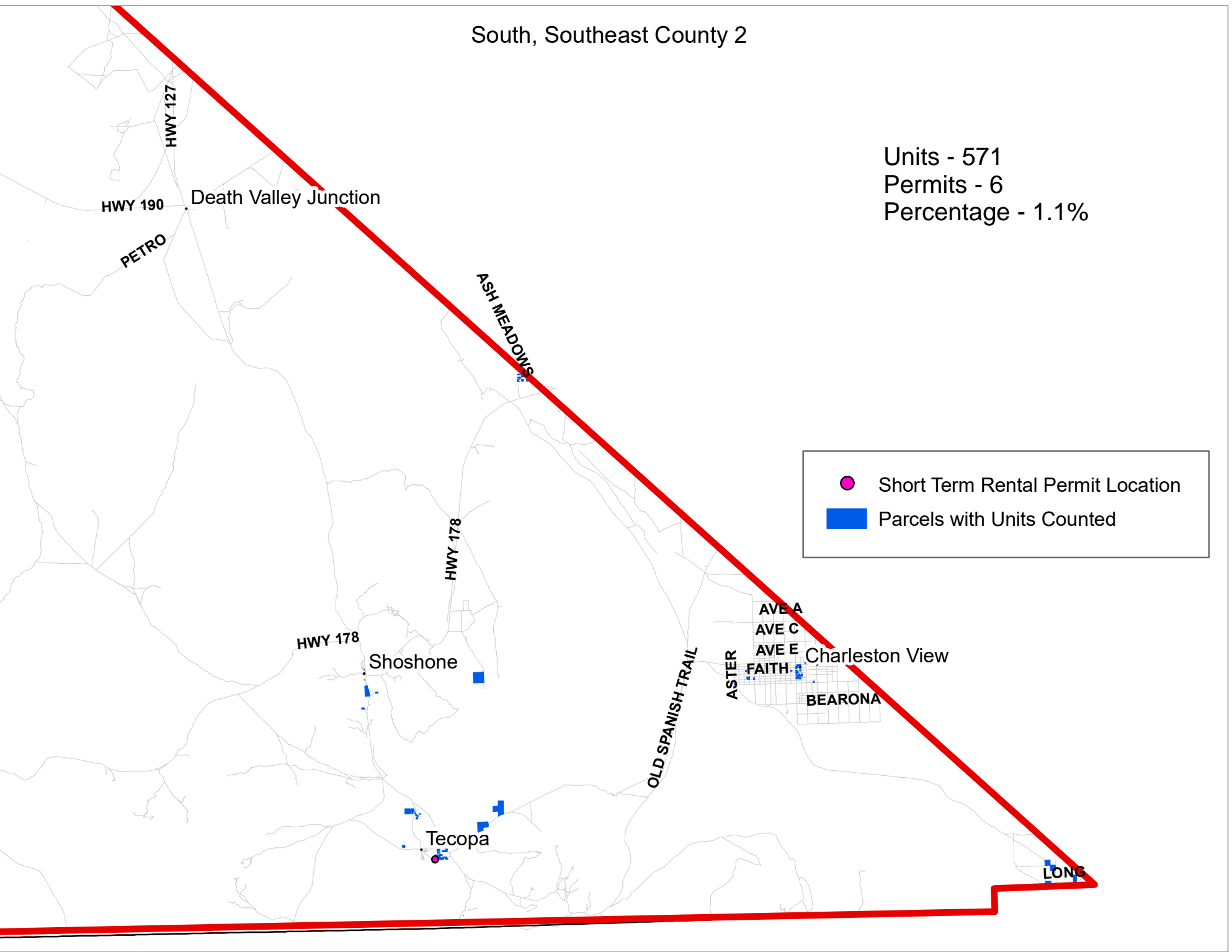


● Short Term Rental Permit Location
■ Parcels with Units Counted

South, Southeast County 2

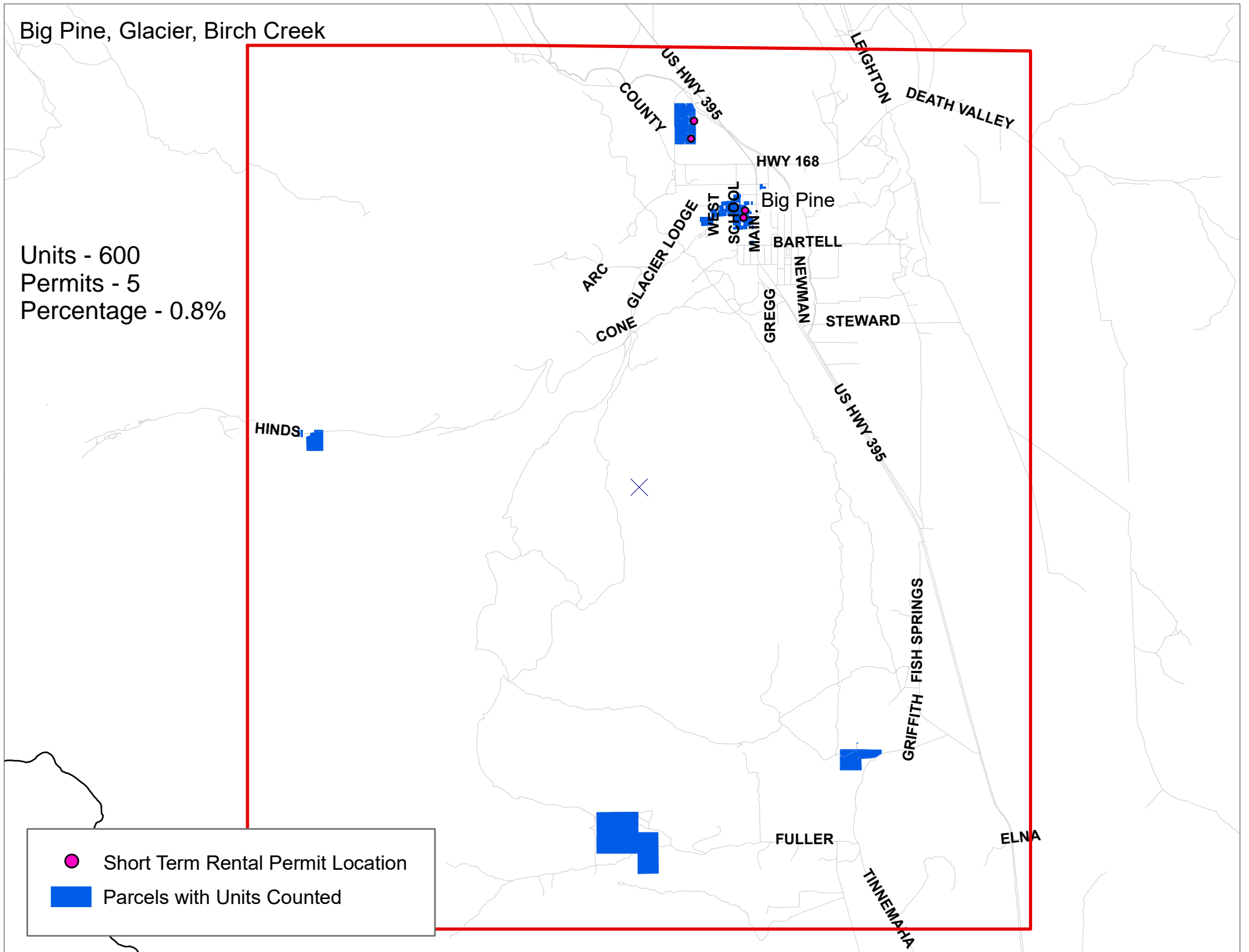
Units - 571
Permits - 6
Percentage - 1.1%

● Short Term Rental Permit Location
■ Parcels with Units Counted



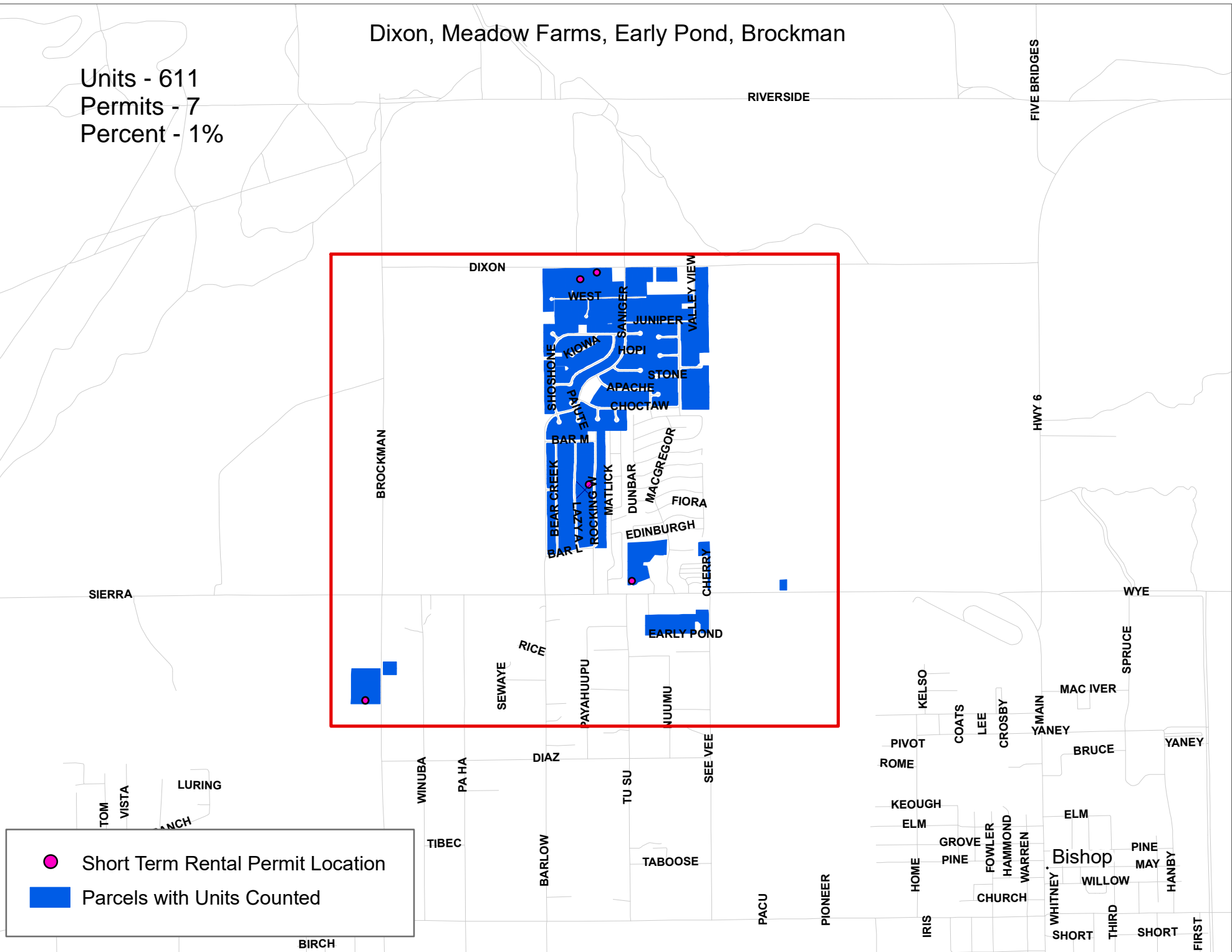
Big Pine, Glacier, Birch Creek

Units - 600
Permits - 5
Percentage - 0.8%



Dixon, Meadow Farms, Early Pond, Brockman

Units - 611
Permits - 7
Percent - 1%



● Short Term Rental Permit Location
■ Parcels with Units Counted

South of Line Street, Poleta

RIVERSIDE

HWY 6

Units - 375
Permits - 3
Percentage - 0.8%

SIERRA

SAWMILL

ED POWERS

DIXON

BROCKMAN

LAZY A

MATLICK

SANIGER

ARGYLE

RICE

DIAZ

TU SU

NUUMU

SEE VEE

YANEY

MAIN

SPRUCE

WYE

YANEY

WINUBA

PA HA

TABOOSE

ELM

PINE

Bishop

POLETA

ROCKING K

RED HILL

OTEY

BARTON
MUMY SHEPARD

RANCH

REATA

MODVIM
GRANDVIEW
IPA ME

SUNSET

AUDREY

SUNRISE

LINE

FOWLER

JAY

THIRD

SECOND

FIRST

AIRPORT

HWY 168

BISHOP CREEK

UNDERWOOD

BARLOW

SCHOBER

GUS CASHBAUGH

BIR

SUNLAND

WARM SPRINGS

ROSSI HILL

GERKIN

US HWY 395

● Short Term Rental Permit Location

■ Parcels with Units Counted

Independence, Oak Creek

FISH HATCHERY

Units - 291
Permits - 2
Percentage - 0.7%

US HWY 395

LOS ANGELES AQUEDUCT

WILLOW
DUSTY

SCHABBELL
MILLER
OAK CREEK

FORT INDEPENDENCE

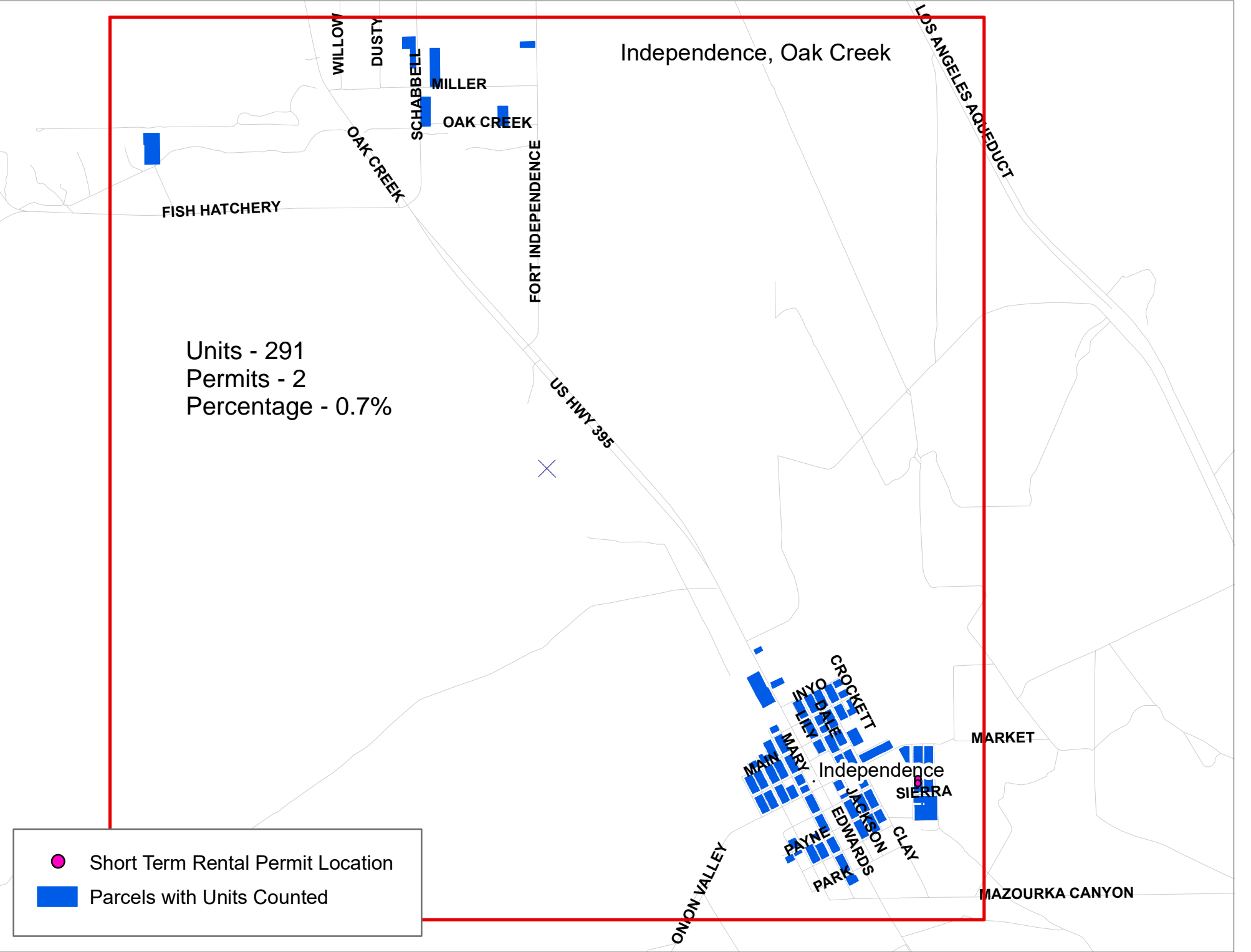
CROCKETT
INYO
DALE
LILY
MARY
MAIN
PAYNE
PARK
JACKSON
EDWARDS
CLAY
SIERRA

MARKET

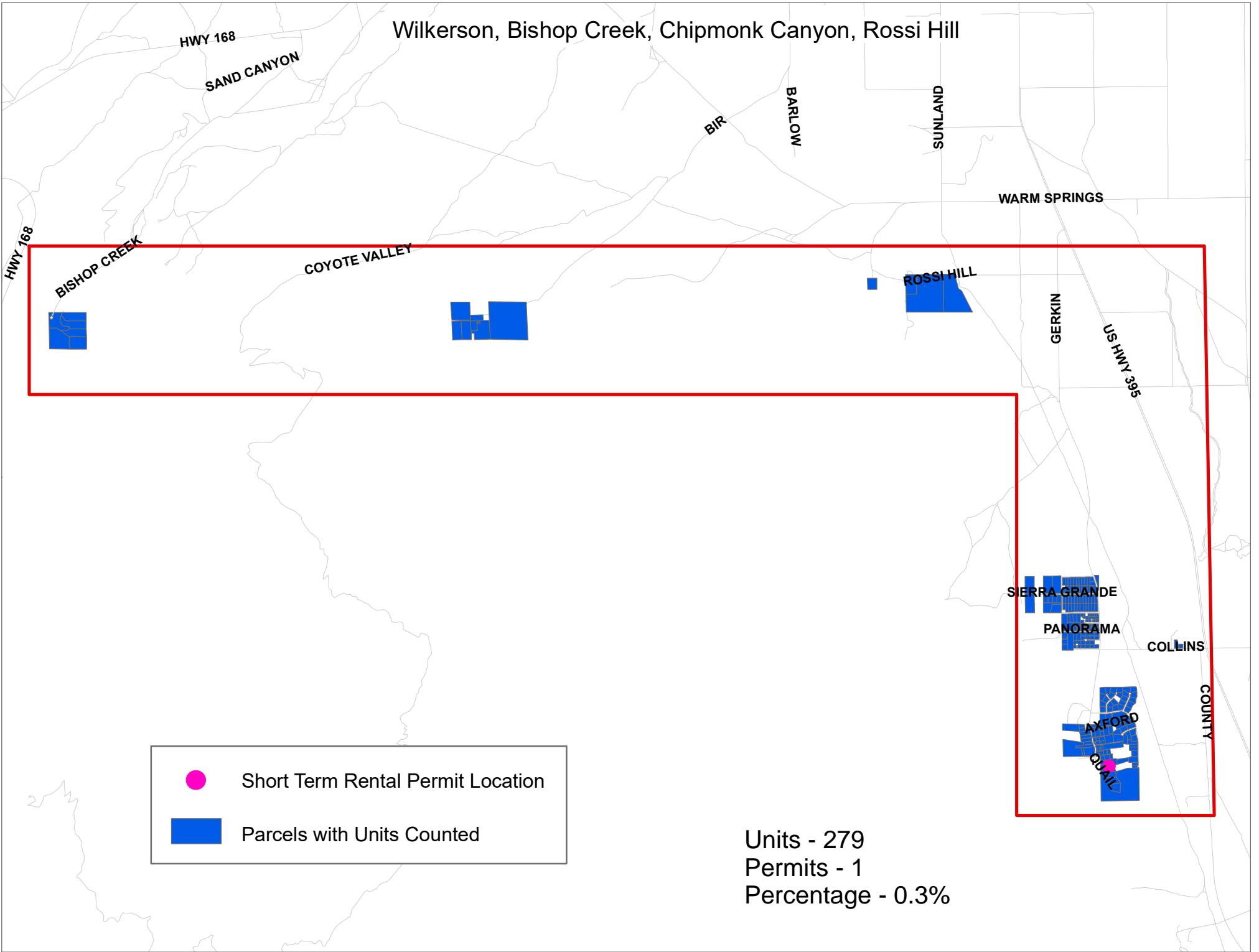
MAZOURKA CANYON

ONION VALLEY

● Short Term Rental Permit Location
■ Parcels with Units Counted



Wilkerson, Bishop Creek, Chipmonk Canyon, Rossi Hill



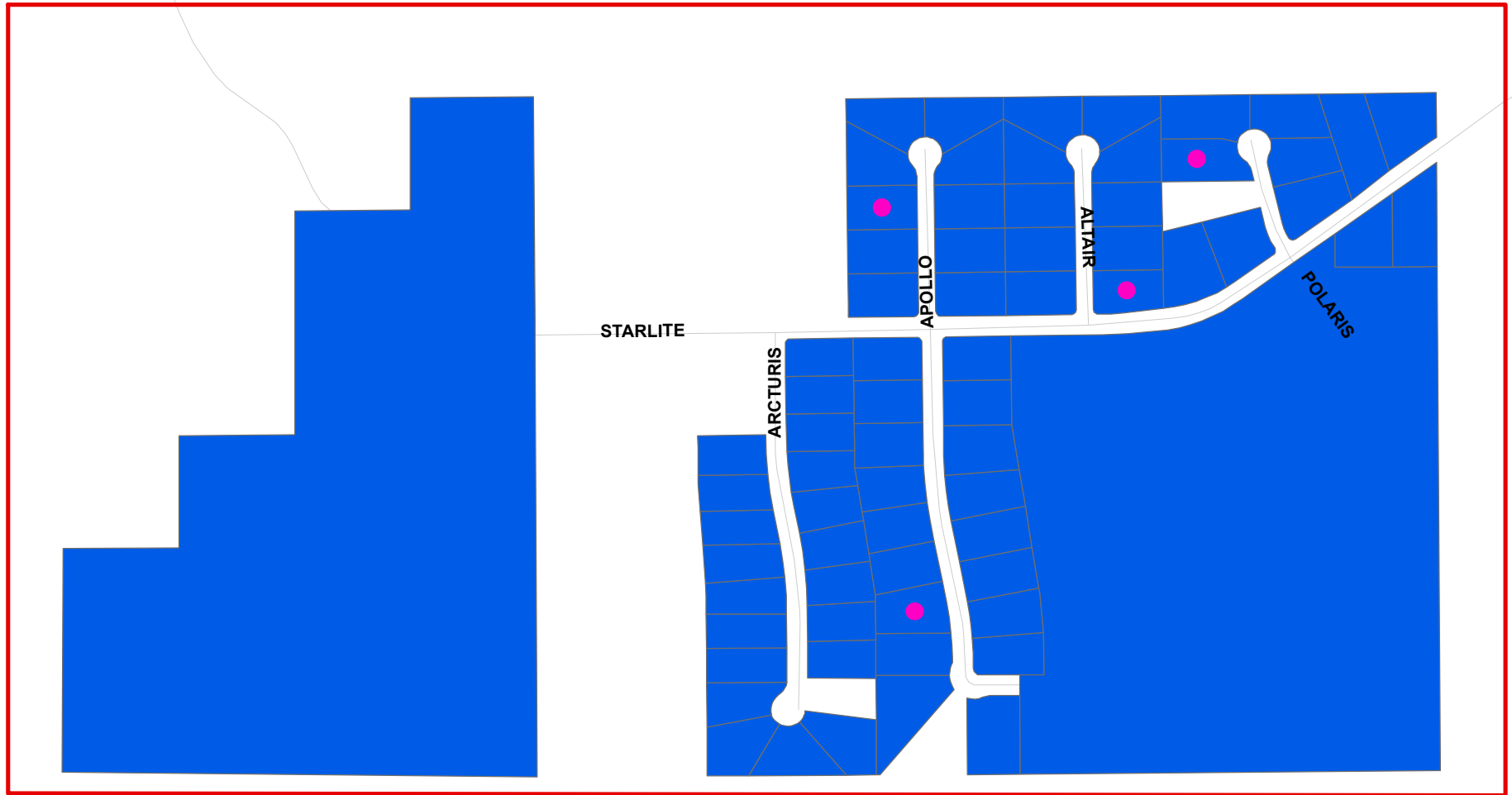
● Short Term Rental Permit Location

■ Parcels with Units Counted

Units - 279
Permits - 1
Percentage - 0.3%

Maps - Areas with Caps

Starlite



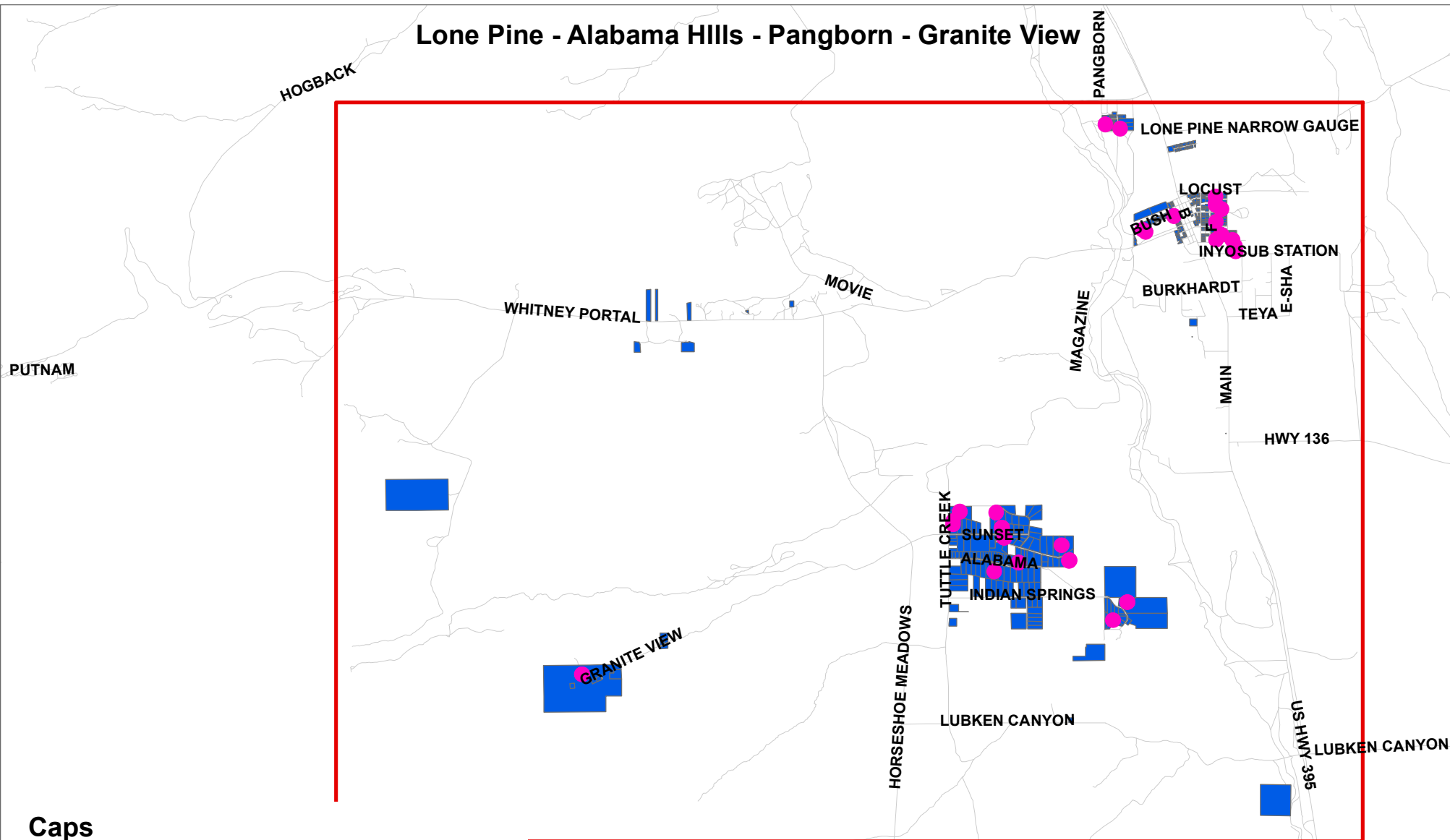
Caps

5-percent: 4 total permits, 5 current
Allows no additional permits, 1 over

3-percent: 2 total permits
Allows no additional permits, 3 over

2-percent: 2 total permits
Allows no additional permits, 3 over

Lone Pine - Alabama Hills - Pangborn - Granite View



Caps

5-percent: 35 total permits, 35 current
Allows no additional permits

3-percent: 21 total permits
Allows no additional permits, 14 over

2-percent: 14 total permits
Allows no additional permits, 21 over

Caps

5-percent: 9 total permits, 7 current
Allows 2 additional permits

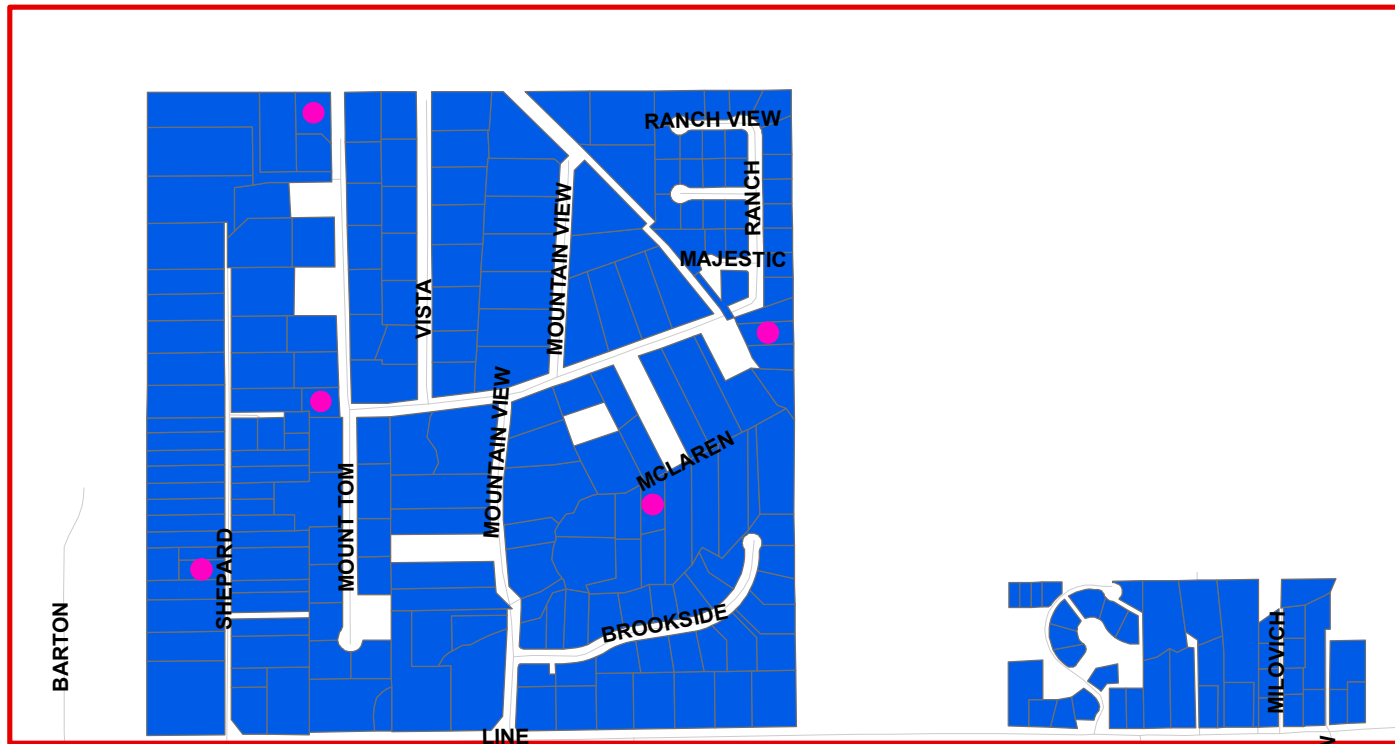
3-percent: 5 total permits
Allows no additional permits, 2 over

2-percent: 4 total permits
Allows no additional permits, 3 over

North County



McLaren, Milovich, Desiderata



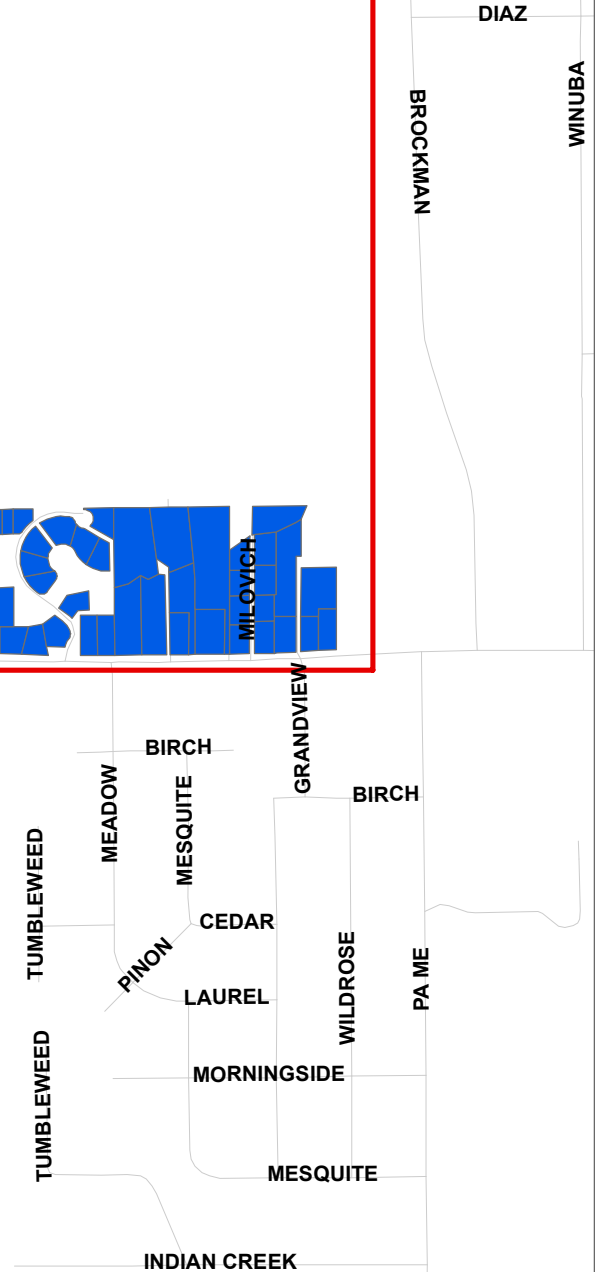
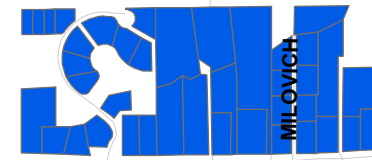
RED HILL
HWY 168

Caps
5-percent: 14 total permits, 8 current
Allows 6 additional permits

3-percent: 8 total permits
Allows no additional permits

2-percent: 5 total permits
Allows no additional permits, 3 over

REATA



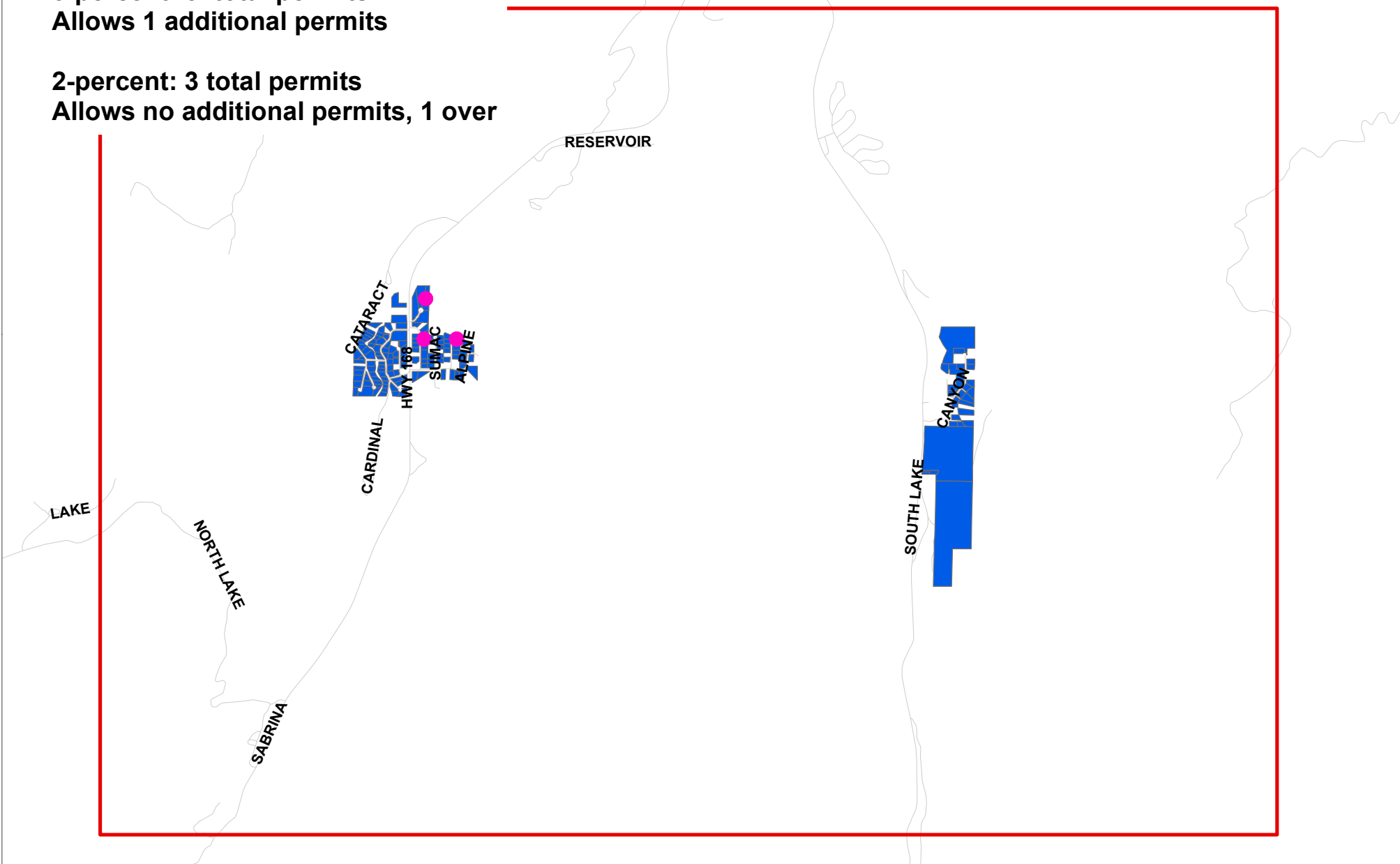
Aspendell - Mountain View

Caps

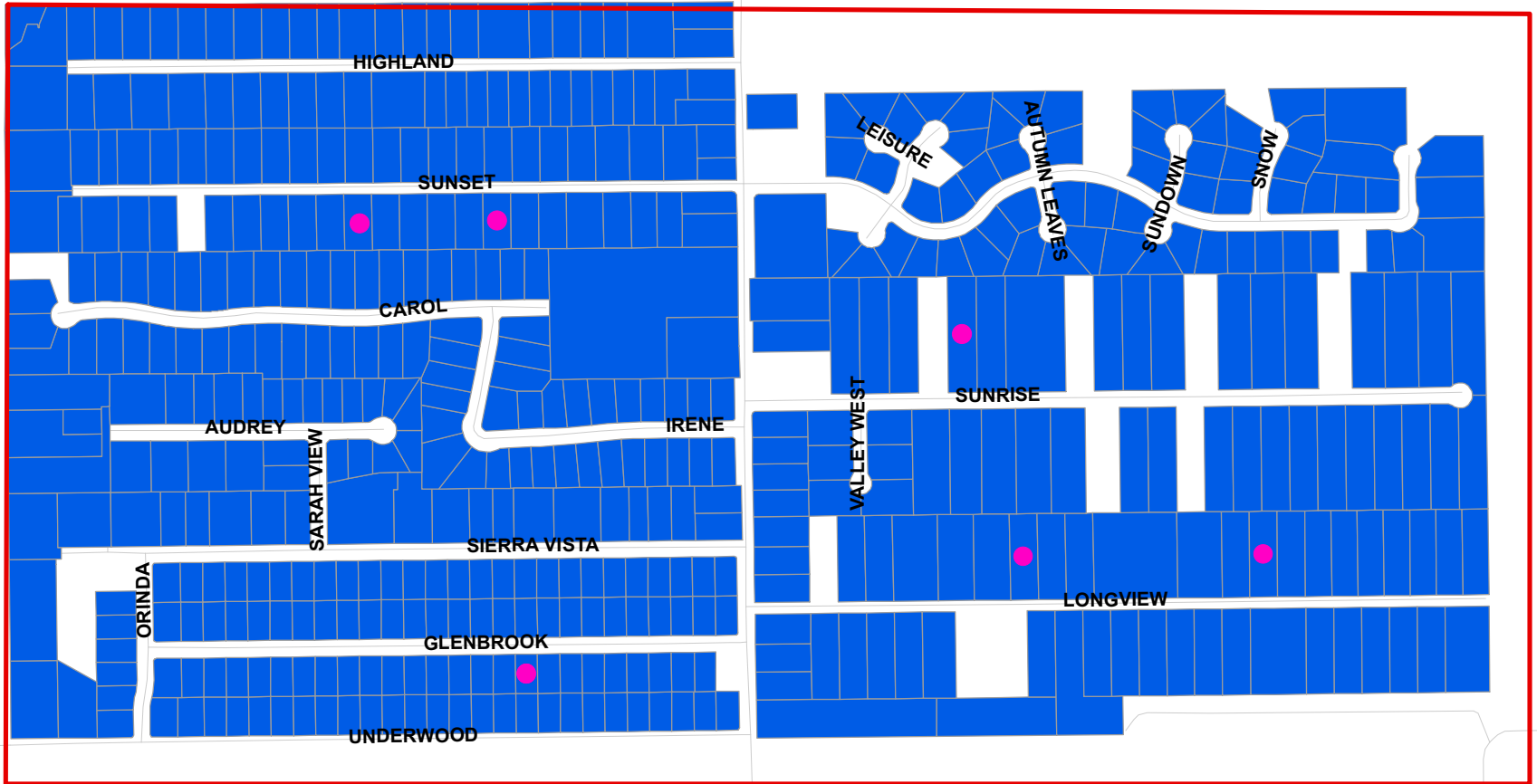
5-percent: 8 total permits, 4 current
Allows 4 additional permits

3-percent: 5 total permits
Allows 1 additional permits

2-percent: 3 total permits
Allows no additional permits, 1 over



Sunrise - Sunset



Caps

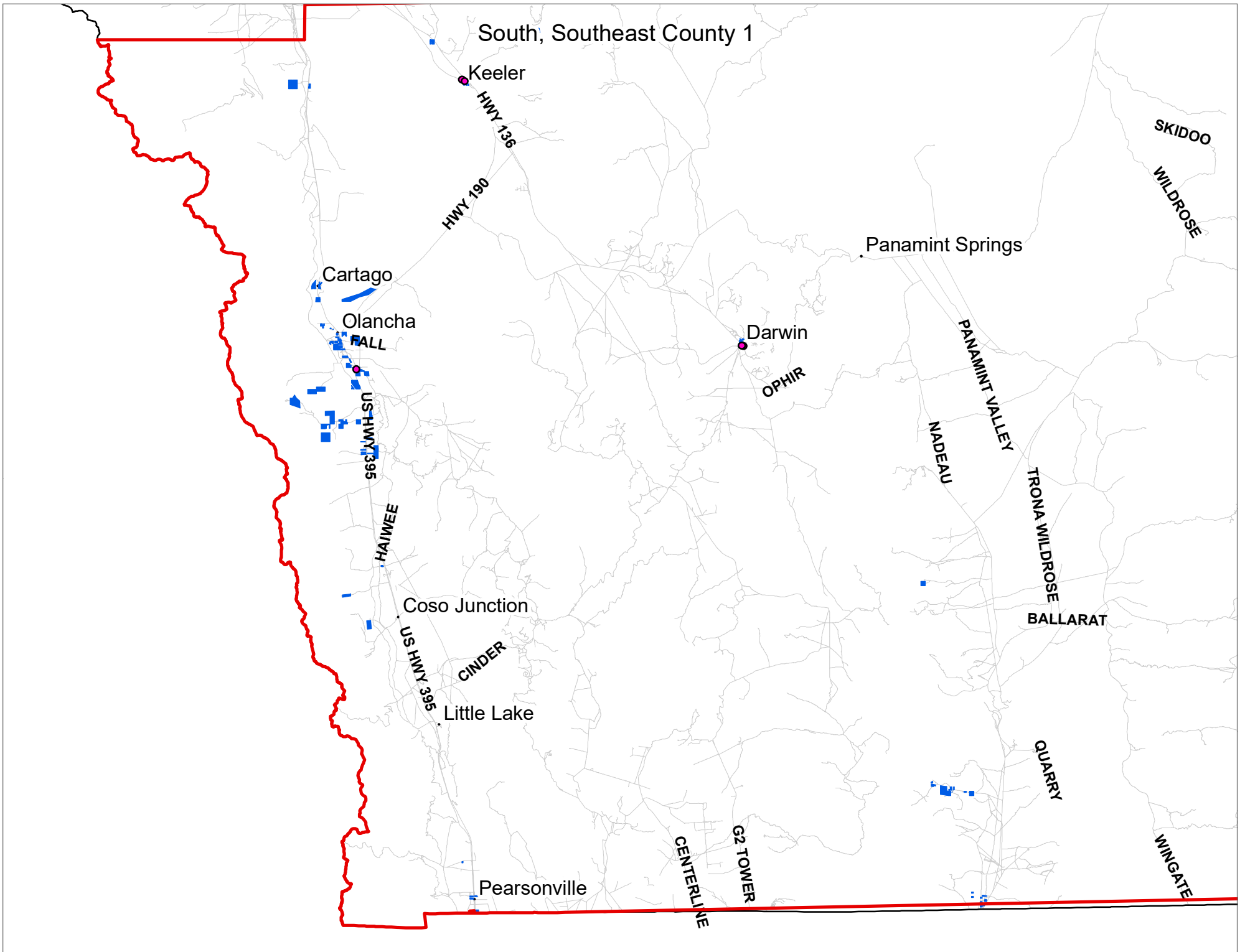
5-percent: 25 total permits, 7 current
Allows 18 additional permits

3-percent: 15 total permits
Allows 8 additional permits

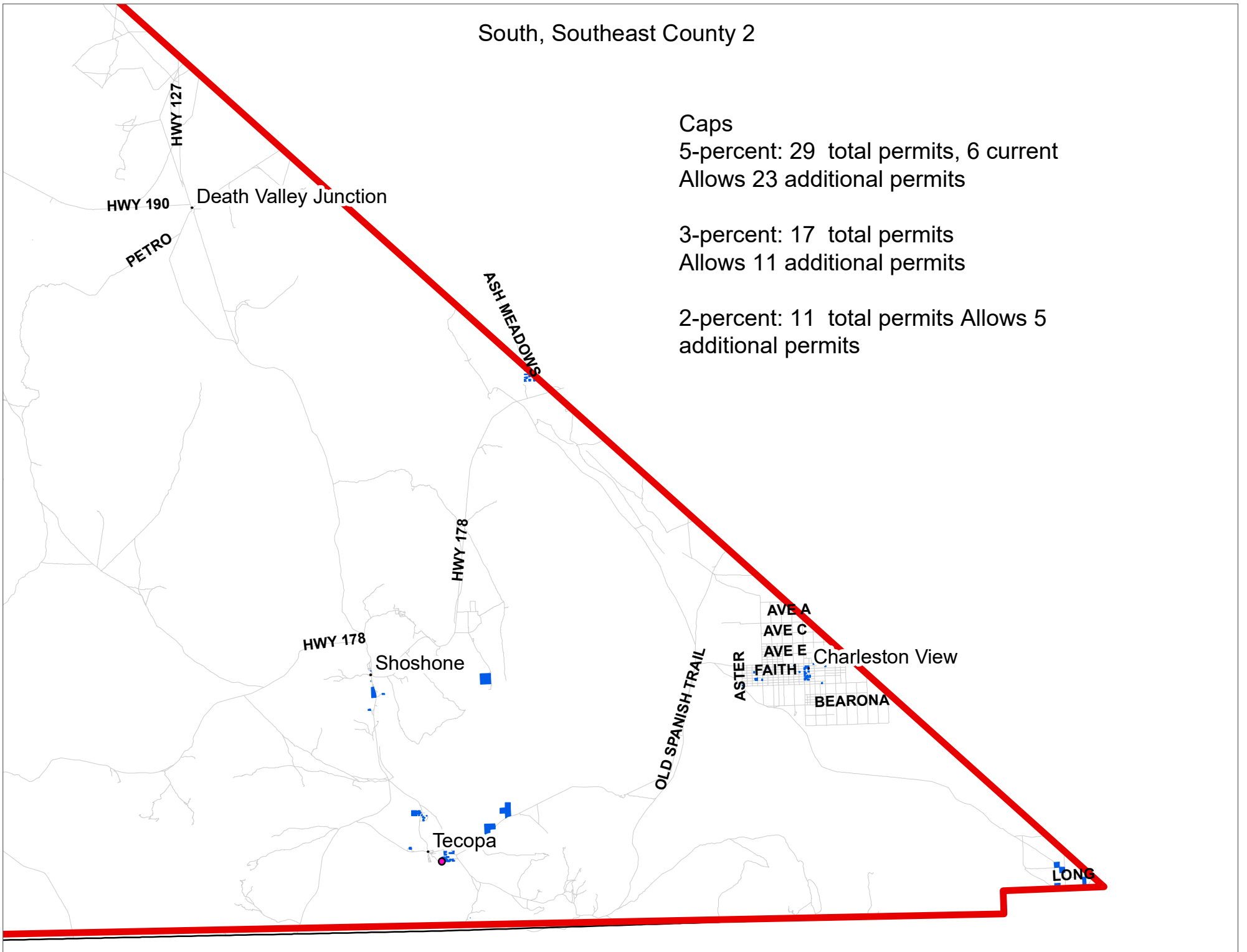
2-percent: 10 total permits
Allows 3 additional permits

BARLOW

SUNLAND INDIAN RESERVATION



South, Southeast County 2

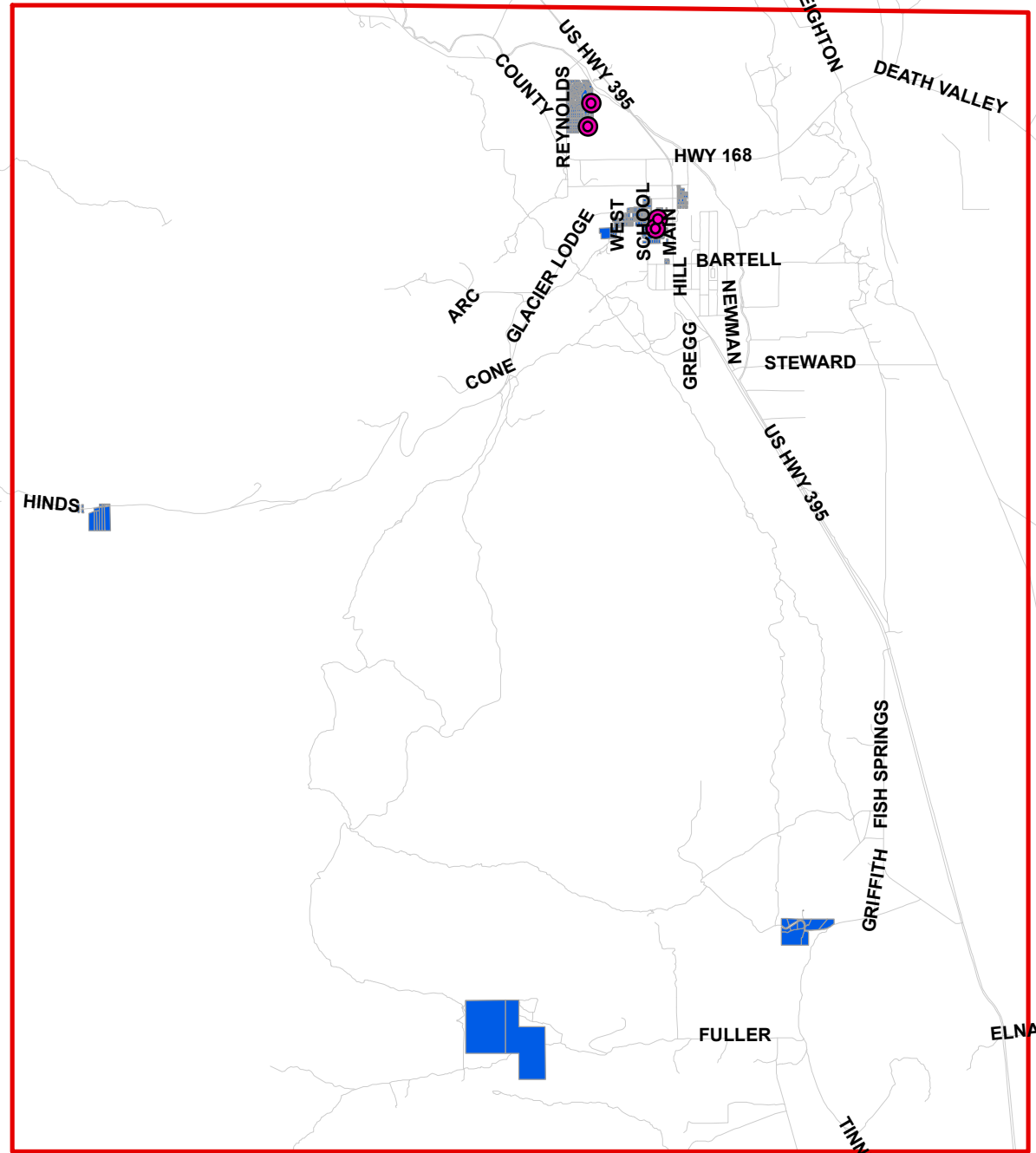


Caps
5-percent: 29 total permits, 6 current
Allows 23 additional permits

3-percent: 17 total permits
Allows 11 additional permits

2-percent: 11 total permits
Allows 5 additional permits

Big Pine - Glacier - Birch Creek



Caps
5-percent: 30 total permits, 5 current
Allows 25 additional permits

3-percent: 18 total permits
Allows 12 additional permits

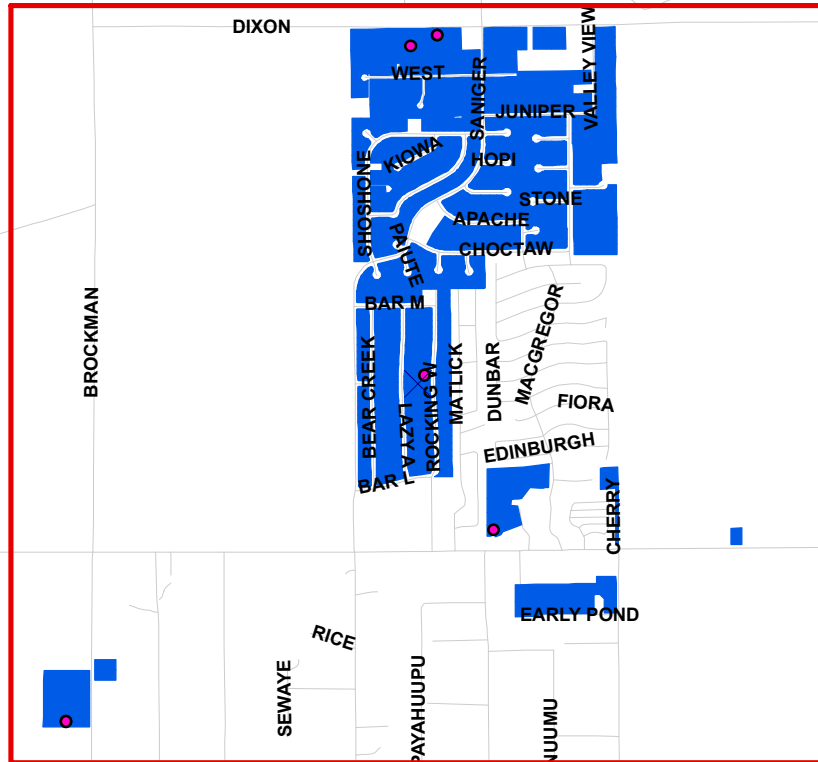
2-percent: 12 total permits
Allows 7 additional permits

Dixon, Meadow Farms, Early Pond, Brockman

Caps
 5-percent: 31 total permits, 7 current
 Allows 24 additional permits

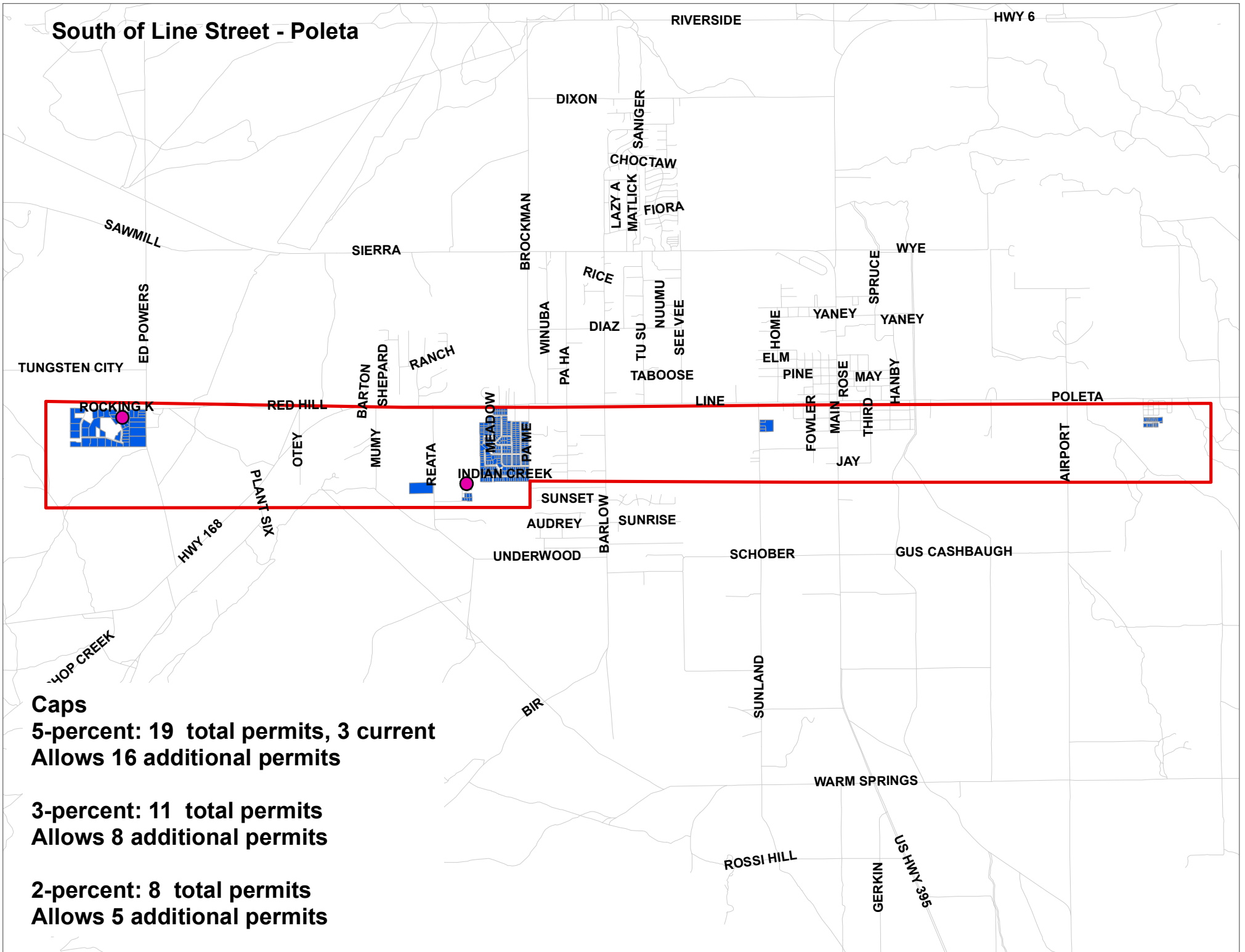
3-percent: 18 total permits
 Allows 11 additional

2-percent: 12 total permits
 Allows 5 additional

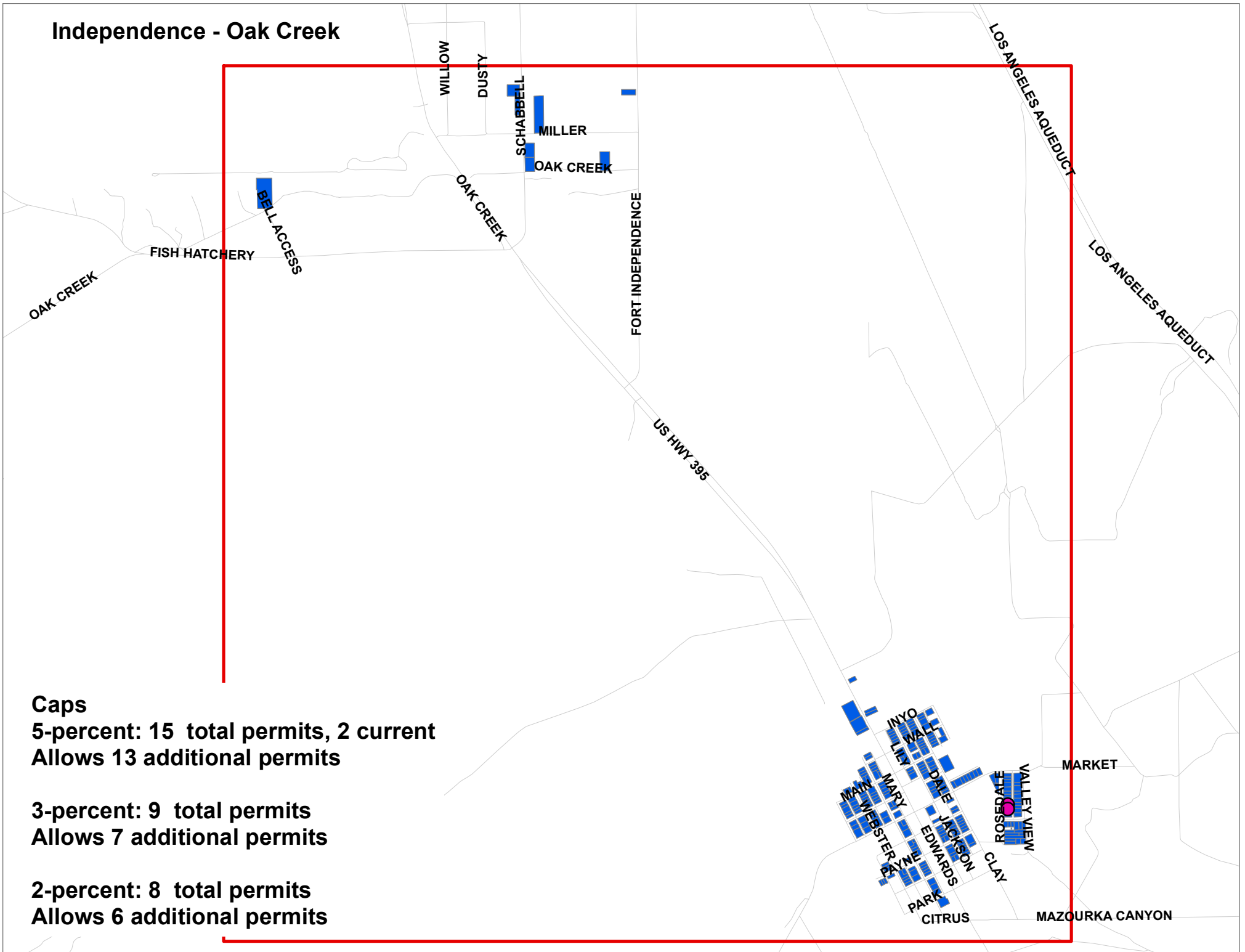


- Short Term Rental Permit Location
- Parcels with Units Counted

South of Line Street - Poleta



Independence - Oak Creek



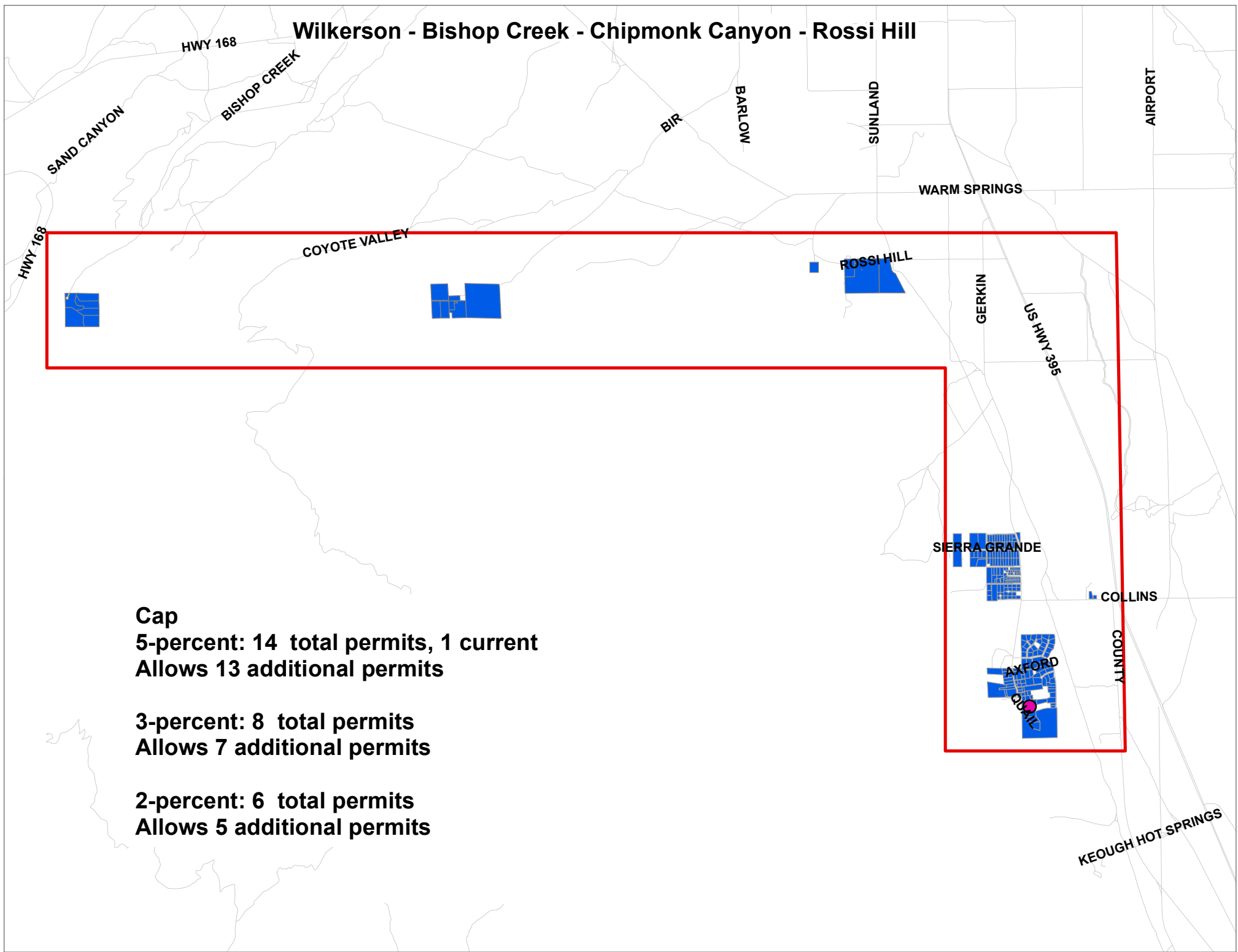
Caps

**5-percent: 15 total permits, 2 current
Allows 13 additional permits**

**3-percent: 9 total permits
Allows 7 additional permits**

**2-percent: 8 total permits
Allows 6 additional permits**

Wilkerson - Bishop Creek - Chipmonk Canyon - Rossi Hill



Cap
5-percent: 14 total permits, 1 current
Allows 13 additional permits

3-percent: 8 total permits
Allows 7 additional permits

2-percent: 6 total permits
Allows 5 additional permits