



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



AMENDED

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 June 18, 2024

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, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General Services Denelle Carrington.
- 3) **Conference with Legal Counsel – Anticipated Litigation** – Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: two potential cases. Facts and circumstances: Rejection of Appeal Nos. 2023-02, 2023-03 of Renewable Energy Permits issued to Barker Solar.

- ADDENDUM** 3B) **Conference with Legal Counsel - Existing Litigation - Pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9** - Name of case: Southern California Edison Company v. California State Board of Equalization, et al. Case number: 30-2023-01328239-CU-MC-CXC.

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.)

- 10:30 A.M.**
- 4) **Pledge of Allegiance**
 - 5) **Report on Closed Session as Required by Law**
 - 6) **Public Comment**
Comments may be time-limited
 - 7) **County Department Reports**

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

- 8) **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 meeting of June 4, 2024.
- 9) **Amendment to Contract with Willdan Engineering for the 2024-2025 Fiscal Year**
County Administrator | Meaghan McCamman
Recommended Action: Approve Amendment No. 1 to the contract between the County of Inyo and Willdan Engineering of San Bernardino, CA, extending the term end date from June 30, 2024 to June 30, 2025, contingent upon approval of the Fiscal Year 2024-2025 budget and authorize the Chairperson to sign.
- 10) **Film Commissioner Contract Extension for FY 2024-2025**
County Administrator - Advertising County Resources | Nate Greenberg
Recommended Action: Authorize staff to exercise the County's option to extend the current Film Commissioner agreement with Mr. Jesse Steele to June 30, 2025, per paragraph 2.a. of the agreement, and adjust the rate according to paragraph 3.d., pending Board approval of the 2024-2025 budget, and to send Mr. Steele notice of the extension.

11) **Agreement between Inyo County and the Eastern Sierra Council of Governments (ESCOG) Joint Powers Authority (JPA) as the Board of the Inyo-Mono Broadband Consortium**

County Administrator | Elaine Kabala, Eastern Sierra Council of Governments

Recommended Action: Approve the Agreement between Inyo County and the ESCOG JPA as the Board of the Inyo-Mono Broadband Consortium regarding the processing of reimbursement requested under the California Advance Services Fund Grant and authorize the Chairperson to sign.

12) **Extension of Contract with Design Path Studios for Pre-Approved Accessory Dwelling Unit and Single Family Home Plan Designs**

County Administrator | Meaghan McCamman

Recommended Action: Approve Amendment No. 3 to the agreement between the County of Inyo and Design Path Studios of Encinitas, CA, extending the term end date from June 30, 2024 to June 30, 2025, contingent upon approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

13) **Approval of ESRI Enterprise License Agreement**

County Administrator - Emergency Services | Mikaela Torres

Recommended Action:

- A) Declare Environmental Systems Research Institute, Inc. (ESRI) of Redlands, CA a sole-source provider of Geographic Information System software;
- B) Ratify and approve the three (3) year renewal of the ESRI Enterprise License Agreement (ELA) in an amount not to exceed \$85,000; and
- C) Authorize the County Administrator, or his designee, to sign on behalf of the County of Inyo to enter into the three-year ELA with ESRI, for the time period of February 13, 2023 through February 13, 2025, pending Board approval the Fiscal Year 2024-2025 Budget.

14) **Continuation of Local Emergency for Tropical Storm Hilary**

County Administrator - Emergency Services | Mikaela Torres

Recommended Action: Approve staff's recommendation to continue the local emergency proclaimed in response to Tropical Storm Hilary.

15) **Submission of Broadband Technical Assistance Payment Reimbursement Requests**

County Administrator | Scott Armstrong

Recommended Action: Authorize the County Administrator or designee to submit SF-270 forms (Request for Advance or Reimbursement) to the U.S. Department of Agriculture Rural Utilities Service on behalf of the County for Broadband Technical Assistance grant reimbursement requests, and authorize the Chairperson to sign the Form 675 to document the authorization to submit SF-270 forms for grant reimbursement requests.

16) **Approval of Microsoft Enterprise Enrollment Agreement**

County Administrator - Information Services | Noam Shendar

Recommended Action: Ratify and approve the Enterprise Enrollment Agreement between the County of Inyo and Microsoft of Redmond, WA, through their licensing solutions partner Dell, Inc. of Round Rock, TX, for the provision of Microsoft product subscription services in an amount not to exceed \$251,700 per year (\$755,100 for the period of July 1, 2023 through June 30, 2026), contingent upon the Board's approval of future budgets, and authorize the Information Services Director to sign, contingent upon all appropriate signatures being obtained.

17) **Acceptance of Library of Congress Teaching with Primary Sources Grant "Cowboys and Cowgirls of Payahuunadu"**

County Administrator - Museum | Shawn Lum

Recommended Action: Ratify and authorize the acceptance of a grant from the Library of Congress Teaching with Primary Sources program through the Metropolitan State University of Denver for the Eastern California Museum for the period of April 2022 through June 30, 2024 (as amended), for \$25,000.

18) **Memorandum of Understanding between the Eastern Sierra Continuum of Care, Inyo County, and Mono County**

Health & Human Services - Fiscal | Anna Scott

Recommended Action: Ratify the revised Memorandum of Understanding (MOU) between the County of Inyo, County of Mono, and the Eastern Sierra Continuum of Care to establish the responsibilities of each party as they relate to the Regionally Coordinated Homeless Action Plan incorporated into the application for Homeless Housing, Assistance and Prevention Round 5 (HHAP-5) funding for the period of March 26, 2024 to June 30, 2029, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

19) **Redwood Toxicology Contract Amendment No. 1**

Health & Human Services - Social Services | Darcia Blackdeer-Lent

Recommended Action: Approve Amendment No. 1 to the agreement between Inyo County and Redwood Toxicology to amend the Schedule of Fees including the updated pricing schedule with the inclusion of saliva swabs, urine testing, and follow-up testing for laboratory confirmation of all positive screenings related to the swabs.

20) **Roux Associates, Inc. (Andy Zdon) Contract Amendment No. 3**

Planning Department - Yucca Mountain Oversight | Cathreen Richards

Recommended Action:

- A) Approve Amendment No. 3 to the contract between the County of Inyo and Roux Associates Inc. (Andy Zdon) to amend:
- Section 2 – Term, to July 1, 2021 through June 30, 2025;
 - Term to July 1, 2021 - June 30, 2025 on Attachments A-E as applicable. Section 3 - CONSIDERATION at Subsection D -

- Limit payable under Agreement. Shall not exceed \$90,000;
 - The "not to exceed" amount to be \$90,000 on Attachments A-E as applicable; and
 - Attachment D – Insurance Requirements; and
- B) Authorize the Chairperson to sign.

21) **Inyo County Local Agency Formation Commission (LAFCo) 2024-2025 Contract**

Planning Department | Cathreen Richards

Recommended Action:

- A) Approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission (LAFCo) to provide staff services in the amount not to exceed \$17,468.80 for the period of July 1, 2024 through June 30, 2025;
- B) Authorize the Chairperson to sign; and
- C) Direct the Planning Department and County Counsel to provide services as outlined in the contract contingent upon the Board's adoption of a Fiscal Year 2024-2025 Budget.

22) **Advanced Chemical Transport, Inc. Contract for Removal and Disposal of Household Hazardous Waste Collected at County Landfills**

Public Works - Recycling & Waste Management | Cap Aubrey

Recommended Action:

- A) Award the bid for the removal of household hazardous waste (HHW) to Advanced Chemical Transportation, Inc, dba ACTenviro of Sacramento, CA;
- B) Approve the contract between County of Inyo and ACTenviro of Sacramento, CA in an amount not to exceed \$81,114 for the period of July 1, 2024 through June 30, 2027 subject to Board approval of future County budgets, and
- C) Authorize the Chairperson to sign the contract.

23) **FY 2024 COPS Technology & Equipment Program**

Sheriff | Lindsey Stine

Recommended Action: Authorize the submittal of a grant to the Department of Justice FY 2024 Technology & Equipment Program.

REGULAR AGENDA

24) **Summer Fire Season Presentation from USFS and BLM**

Outside Agency | Forest Supervisor Lesley Yen, Interagency Forest FMO Larry Pingel, BLM Field Manager Sherri Lisius, BLM Assistant District FMO Lance Rosen, NOAA Meteorologist in Charge Chris Smallcomb
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action: Receive a summer fire season presentation from representatives of the U.S. Forest Service and Bureau of Land Management.

25) **Presentation on the Proposed Business License Program**

Treasurer-Tax Collector | Alisha McMurtrie
60 minutes (20min. Presentation / 40min. Discussion)

Recommended Action: Approve moving forward with the business license program and provide direction to staff.

26) **Eastern Sierra Air Alliance Update and Air Service Contribution**

County Administrator | Nate Greenberg, Ashley Helms
40 minutes (20min. Presentation / 20min. Discussion)

Recommended Action:

- A) Approve the Winter 2023-2024 Commercial Air Service Revenue Guarantee Cost Sharing Agreement with Mammoth Lakes Tourism and authorize the Board Chair to sign;
- B) Approve the appropriation of \$196,000 from the Contingencies object code - 5901 into the Commercial Air Subsidy object code - 5543 in the Bishop Airport Budget (150100) (4/5ths vote); and
- C) Approve the payment of Invoice #2519 from Mammoth Lakes Tourism in the amount of \$196,000.

27) **Adoption of Modified Fiscal Year 2023-2024 Board Approved Budget as the Preliminary Budget for Fiscal Year 2024-2025**

County Administrator | Nate Greenberg
30 minutes (10min. Presentation / 20min. Discussion)

Recommended Action: Request Board adopt the modified Fiscal Year 2023-2024 Board Approved Budget as the Preliminary Budget for Fiscal Year 2024-2025 and approve the Fixed Assets as recommended by staff (4/5ths vote required).

ADDITIONAL PUBLIC COMMENT & REPORTS

28) **Public Comment**

Comments may be time-limited

29) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

CORRECTION

- 30) **California Fish and Game Commission** - Agenda for meeting being held **June 19-20** in Mammoth Lakes and via webinar/phone.



tel: 916.455.7300 · fax: 916.244.7300
510 8th Street · Sacramento, CA 95814

June 6, 2024

SENT BY U.S. MAIL AND EMAIL

(boardclerk@inyocounty.us; ngreenberg@inyocounty.us)



County of Inyo
Attention: Nate Greenberg
County Administrative Officer & Clerk of the Board
P.O. Box N
Independence, California 93526

RE: Notice of Commencement of Action against the County of Inyo

Dear Mr. Greenberg:

Please take notice, under Public Resources Code section 21167.5, that Residents of Valley Wells Residential Estates (“Petitioner”) intends to file a petition for writ of mandate and complaint for declaratory relief (“Petition/Complaint”) under the provisions of the California Environmental Quality Act, Public Resources Code section 21000 et seq. (“CEQA”), and Code of Civil Procedure sections 1060 and 1094.5, against the County of Inyo (“County”). The Petition/Complaint challenges the County’s May 3, 2024, approval of two commercial scale Renewable Energy Permits (“REP”), REP 2022-01 and REP 2022-02 (collectively, the “Projects”), which authorize a combined 4.2 megawatts on 20 acres in residentially-zoned parcels located in the Wells Valley area of southern Inyo County based on violations of CEQA. The lawsuit will be based on violations of CEQA, as discussed more fully in the Projects’ administrative and environmental review proceedings. The exact nature of the allegations and relief sought is described in the Petition/Complaint that Petitioner plans to file on or before June 10, 2024.

Very truly yours,

SOLURI MESERVE
A Law Corporation

By: 
Patrick M. Soluri

cc: Darcy Ellis, Assistant Clerk of the Board, dellis@inyocounty.us

Attachment: Proof of Service

PROOF OF SERVICE

I hereby declare that I am employed in the City of Sacramento, County of Sacramento, California. I am over the age of 18 years and not a party to the action. My business address is 510 8th Street, Sacramento, California 95814.

On June 6, 2024, I served the attached document:

**NOTICE OF COMMENCEMENT OF ACTION AGAINST
THE COUNTY OF INYO**

on the following parties or attorneys for parties, as shown below:

County of Inyo
Attention: Nate Greenberg, Clerk of the Board
County Administrative Officer & Clerk of the Board
P.O. Box N
Independence, California 93526
Emails: boardclerk@inyocounty.us; ngreenberg@inyocounty.us;
dellis@inyocounty.us

Service was caused as follows:

✓ **BY FIRST-CLASS MAIL:** I am readily familiar with this business's practice for collecting and processing correspondence for mailing with the U.S. Postal Service. In the ordinary course of business, correspondence would be deposited with the U.S. Postal Service on the day on which it is collected. On the date written above, following ordinary business practices, I placed for collection and mailing at my place of business the attached document in a sealed envelope, with postage fully prepaid, addressed as shown above.

✓ **VIA ELECTRONIC MAIL:** I caused the document to be sent by electronic mail to the addressee at the e-mail addresses listed above. The document was served electronically from my place of business at 510 8th Street, Sacramento, California 95814 from my electronic service address at legal@semlawyers.com.

I declare under penalty of perjury that the foregoing is true and correct.
Executed at Sacramento, California on June 6, 2024.



Mae Ryan Empleo



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

June 18, 2024

Reference ID:
2024-471

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 meeting of June 4, 2024.

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 June 4, 2024 Minutes

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 6/5/2024
Final Approval - 6/5/2024

MINUTES



County of Inyo Board of Supervisors

June 4, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on June 4, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

***Closed Session
Public Comment***

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Chairperson Kingsley recessed open session at 8:33 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *County of Inyo et al. v. Amerisourcebergen Drug Corporation et al* (National Prescription Opiate Litigation – Northern District of Ohio, MDL 2804); and *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.); No. 3 **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, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Auditor-Controller Amy Shepherd, and Assistant Director of Budgets and General Services Denelle Carrington; and No. 4 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: 325 N. Brewery St., Lone Pine, CA 93545. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Meaghan McCamman, Cathreen Richards, Amy Shepherd. Negotiating parties: Inyo County and Pravin Joshi. Under negotiation: price and terms of payment.

Open Session

Chairperson Kingsley recessed closed session and reconvened the meeting in open session at 10:06 a.m. with all Board members present.

Pledge of Allegiance

Supervisor Kingsley led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2-4 and said there was no action taken for item Nos. 3 and 4 that are required to be reported, but that the Board authorized additional new defendants to Item No. 2 for an existing litigation and further details will be available if and when the complaint is filed. Vallejo said the Board would meet again later in the meeting to continue closed session deliberations.

Introductions

The following new employees were introduced to the Board: Ag/Weights & Measures/Cannabis Inspector Gene Dondero and Field Technician Sean R. Fekete, Ag Commissioner's Office; Water Department Research Assistant Tyler Starbard; and from Public Works: Office Technician Katherine Carrington, Office Technician Tina Chinzi, Gate Attendant Devon Clark, Park Manager Jorge Daniel Briceno, Engineering Assistant Kevin Rainbolt, Maintenance Worker Miles Romero, Mechanic Trainee Miguel Santana, Airport Technician Dagan Sparrow, Heavy Equipment Operator Raymond L. Stone IV, Administrative Analyst Sarah Wilson; and Maintenance Worker Neal Jarvis.

<i>Public Comment</i>	The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, Oscar Maciel, Lynne Greer, and Supervisor Kingsley.
<i>County Department Reports</i>	Health & Human Services Deputy Director of Fiscal and Special Operations Melissa Best-Baker thanked the Public Works Department for their work on the Lone Pine sidewalk project and reminded the public that all HHS facilities in Lone Pine will remain open during construction.
	Water Director Holly Alpert said there will be a Technical Group meeting tomorrow in Bishop with DWP and welcomed anyone wishing to attend.
<i>Coroner – Cassidy Johnston Contract Amendment No. 1</i>	<p>Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve Amendment No. 1 to the contract between the County of Inyo and Cassidy Lynn Johnston, for Personal Services as a County Officer, amending the contract as follows:</p> <ul style="list-style-type: none"> A) Changing the end date of the contract from June 30, 2024, to June 30, 2026; B) Increasing the contract amount by \$52,000 for a total contract amount not to exceed \$92,000; and C) Memorializing the increased pay rate previously established and provided via the budget process. <p>Motion carried unanimously.</p>
<i>CAO-Motor Pool – Sheriff’s Department Vehicles Blanket P.O. Increase</i>	<p>Moved by Supervisor Orrill and seconded by Supervisor Marcellin to authorize an increase of Motor Pool's purchasing authority with National Auto Fleet Group of Watsonville, CA by \$36,000, to a total not-to-exceed amount of \$940,500 for purchase of and installation of safety equipment on 10 patrol units and a crime scene investigations unit for the Sheriff's Department. Motion carried unanimously.</p>
<i>CAO-Motor Pool – Surplus Motor Pool/Sheriff’s Department Patrol Vehicles</i>	<p>Moved by Supervisor Orrill and seconded by Supervisor Marcellin to: A) Declare the vehicles identified in Exhibit A as surplus; and B) Authorize Motor Pool to offer the vehicles for sale utilizing Ritchie Bros. Auctioneers for the decommission and sale of decommissioned patrol vehicles. Motion carried unanimously.</p>
<i>Public Works – Jail Administration Remodel Project Change Order No. 3</i>	<p>Moved by Supervisor Orrill and seconded by Supervisor Marcellin to authorize the Public Works Director to sign Change Order No. 3 for \$91,093.00 to Pagenkopp Construction, Inc. for additional scope-of-work on the Jail Administration Remodel Project. Motion carried unanimously.</p>
<i>Public Works – Onion Valley Guardrail Project Change Order No. 3/Eastern Sierra Engineering Amendment No. 3/ N.O.C. Reso. No. 2024-21</i>	<p>Moved by Supervisor Orrill and seconded by Supervisor Marcellin to:</p> <ul style="list-style-type: none"> A) Approve Change Order No. 2 in the amount of \$33,371.00 for additional work performed by Coral Construction, Inc.; B) Approve Amendment No. 3 in the amount of \$4,000.00 for additional work performed by Eastern Sierra Engineering; and C) Approve Resolution No. 2024-21, 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 Onion Valley Guardrail Project," and authorize the Chairperson to sign. <p>Motion carried unanimously</p>
<i>Sheriff – DataPilot Digital Forensics & Certified Training Grant Application</i>	<p>Moved by Supervisor Orrill and seconded by Supervisor Marcellin to authorize the submittal of the DataPilot Digital Forensics and Certified Training grant application. Motion carried unanimously.</p>
<i>Sheriff – Axon Enterprises Inc. Ratification of Payment</i>	<p>Moved by Supervisor Orrill and seconded by Supervisor Marcellin to:</p> <ul style="list-style-type: none"> A) Declare Axon Enterprises, Inc. of Scottsdale, AZ a sole-source provider of gap coverage, body cameras, evidence storage, redaction tool assistant, and installation; B) Ratify payment to Axon Enterprise, Inc. of Scottsdale, AZ in the amount of \$1,181.35

- for gap coverage; and
- C) Approve the agreement between the County of Inyo and Axon Enterprise Inc. of Scottsdale, AZ. for the provision of body cameras, evidence storage, redaction tool assistant in an amount not to exceed \$664,465.62 for the period of May, 1, 2024 through June 30, 2028, contingent upon the Board's approval of future budgets and authorize the Chairperson to sign.

Motion carried unanimously.

**Sheriff –
Idemia Livescan
Machine Bid
Acceptance**

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve and award the contract for Livescan machine, training, maintenance and associated services to Idemia of Reston, VA in an amount not to exceed \$42,199.74, and authorize the Chairperson to sign. Motion carried unanimously.

**Clerk of the Board –
Approval of Minutes**

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve the minutes from the regular Board of Supervisors meeting of May 21, 2024. Motion carried unanimously.

**Public Works –
DKS Associates
Contract**

The agenda item was moved from the Consent Agenda to the Regular Agenda for further discussion and Board member questions.

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to:

- A) Declare DKS Associates of Sacramento, CA the successful bidder for planning services to prepare the Inyo County Electric Vehicle Charging Infrastructure Network Plan; and
- B) Approve the contract between DKS Associates and the County of Inyo in an amount not to exceed \$199,393 for the period of May 21, 2024, through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

Motion carried unanimously.

**Public Works –
SB 1 Project List FY
24-25/
Reso. No. 2024-20**

The agenda item was moved from the Consent Agenda to the Regular Agenda for further discussion and Board member recommendations.

Moved by Supervisor Roeser and seconded by Supervisor Orrill to: A) Approve proposed Resolution No. 2024-20, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a List of Projects for Fiscal Year 2024-25 Funded by SB 1: The Road Repair and Accountability Act of 2017," and authorize the Chairperson to sign; and B) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or his designee, to sign for the RMRA funding and all associated supporting documents. Motion carried unanimously.

**CAO-Advertising
County Resources –
Bishop Area Chamber
of Commerce and
Visitors Bureau Report**

Board members received a presentation from Tawny Thompson and Julie Faber with the Bishop Chamber of Commerce and Visitors Bureau on the advertising/marketing campaign it has undertaken on behalf of the County.

**Assistant Clerk of the
Board –
Appointment of NACo
Voting Delegate**

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to appoint Supervisor Roeser as the voting delegate from the Board of Supervisors for the 2024 Annual Business Meeting and Election to be held during the National Association of Counties' Annual Conference in Hillsborough County, FL on Monday, July 15. Motion carried unanimously.

**Assistant Clerk of the
Board –
BOS FY 24-25 Budget
Narrative**

Board members reviewed the Fiscal Year 2024-2025 Board of Supervisors Budget Narrative and directed staff to add the following content: A) reference to Board engagement and leadership representation within multiple commissions and committees; B) reference to public engagement responsibilities under the bulleted list for Major Accomplishments; and C) reference to the oversight of project management and strategic planning, as well as housing issues.

Public Comment Chairperson Kingsley asked for public comment related to items not calendared on the agenda and comment was given by Lauralyn Hundley.

Recess/Reconvene Chairperson Kingsley recessed the regular Board meeting to return to closed session at 12:05 p.m. and reconvened in open session at 1:57 p.m. with all Board members present.

Report on Closed Session County Counsel Vallejo reported that the Board met under Item Nos. 3 and 4 and said that no action was taken during closed session required to be reported.

Board Member & Staff Reports Supervisor Kingsley said he attended the Concert in the Rocks in Lone Pine and asked fellow Supervisors for support and contributions for the annual Rural County Representatives of California gift basket.

Supervisor Orrill said that the Mule Days parade was a success and thanked all who attended.

County Counsel Vallejo informed the Board that he would not be in attendance for the June 18 Board meeting and Assistant County Counsel Christian Milovich will be filling in for him.

Supervisor Griffiths provided information on the Sierra Nevada Conservancy tour and reception being held tomorrow and a Sierra Nevada Conservancy meeting on Thursday morning.

Adjournment The Chairperson adjourned the meeting at 2:01 p.m. to 8:30 a.m. Tuesday, June 18, 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



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

June 18, 2024

Reference ID:
2024-474

Amendment to Contract with Willdan Engineering for the 2024-2025 Fiscal Year

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 contract between the County of Inyo and Willdan Engineering of San Bernardino, CA, extending the term end date from June 30, 2024 to June 30, 2025, contingent upon approval of the Fiscal Year 2024-2025 budget and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

In February 2024, the County approved a contract with Willdan Engineering to support Inyo County Building and Safety officials with timely completion of complex plan reviews. If successful, the relationship with Willdan for plan review could continue for the foreseeable future. For long term contractual relationships, the County prefers that contracts be renewed every year for each fiscal year. This amendment brings the contract with Willdan into the preferred fiscal year cadence through FY 2024/25.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023200/087100
Budgeted?	Yes	Object Code	5265/5901
Recurrence	Ongoing Expense		
Current Fiscal Year Impact			
Up to \$25,000 was available for use under this agreement.			
Future Fiscal Year Impacts			
Up to \$25,000 will be available for use under this agreement.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the amendment extending this contract. This is not advised, as the contract was initiated in February 2024 through June 30, 2024 as a stopgap measure, and with a plan to carry the contract forward for the next fiscal year. This contract remains an important tool in ensuring timely and efficient plan review in the Inyo County Building and Safety division.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Building and Safety

ATTACHMENTS:

1. Willdan Outside Planning Services Contract
2. Willdan Contract Amendment - signed

APPROVALS:

Meaghan McCamman	Created/Initiated - 6/6/2024
Darcy Ellis	Approved - 6/6/2024
Keri Oney	Approved - 6/6/2024
John Vallejo	Approved - 6/12/2024
Amy Shepherd	Approved - 6/12/2024
Nate Greenberg	Approved - 6/12/2024
Meaghan McCamman	Final Approval - 6/12/2024

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 6th day of February 2024 an order was duly made and entered as follows:

CAO & Public Works – Willdan Outside Planning Services Contract

Public comment was heard from Carola Gregorich. Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

- A) Approve the contract between the County of Inyo and Willdan Engineering of San Bernardino, CA for the provision of Building and Safety and Engineering Services in an amount not to exceed \$25,000 for the period of February 6, 2024 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained;
- B) Approve Resolution No. 2024-06, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Updating the Fee Schedule for Plan Check Services Provided by the Office of Building and Safety," and authorize the Chairperson to sign; and
- C) Amend the Fiscal Year 2023-2024 County Budget as follows: increase appropriation in the Building & Safety Budget (023200), Professional Services (5265) by \$25,000 and reduce the General Fund Contingencies Budget (087100), Contingencies (5901) by \$25,000 (4/5ths vote required).

Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO X Other: <i>Public Works</i> DATE: <i>February 7, 2024</i>

WITNESS my hand and the seal of said Board this 6th
Day of February, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", written over a horizontal line.

By: _____



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

February 6, 2024

Reference ID:
2024-37

Contract with Willdan Engineering for Outside Plan Review and Other Services with Accompanying Resolution and Associated Budget Amendment County Administrator - Emergency Services & Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

- A) Approve the contract between the County of Inyo and Willdan Engineering of San Bernardino, CA for the provision of Building and Safety and Engineering Services in an amount not to exceed \$25,000 for the period of February 6, 2024 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
- B) Approve Resolution No. 2024-06, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Updating the Fee Schedule for Plan Check Services Provided by the Office of Building and Safety," and authorize the Chairperson to sign; and
- C) Amend the Fiscal Year 2023-2024 County Budget as follows: increase appropriation in the Building & Safety Budget (023200), Professional Services (5265) by \$25,000 and reduce the General Fund Contingencies Budget (087100), Contingencies (5901) by \$25,000 (4/5ths vote required).

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County and the City of Bishop together employ one Building Inspector and one Technical Building Official, who are responsible for processing all building permits, performing all inspections, reviewing all building plans, and performing all other tasks associated with municipal building and safety throughout the 10,000 square miles encompassed by Inyo County. These two employees also must attend internal County and City staff meetings, complete continuing education classes, consult with other Departments on multi-jurisdictional issues, and perform an important role in code enforcement. The workload in Building and Safety generally exceeds staff capacity, resulting in delays in permitting and processing that can impact homeowners, renters, small business owners, and overall economic development and housing construction in the County.

Recently, the City of Bishop executed an agreement with Willdan Engineering for outside plan check services, which will allow contracted professional Plans Examiners to check plans submitted as a part of the building permitting process for compliance with Building Code. Inyo County proposes to contract for the same set of services with the same firm, in order to reduce backlog and improve plans examining turnaround time in the unincorporated County -- while keeping the process seamless for staff.

In order to execute the Willdan contract, the County must also update its plan check fee schedule to incorporate the new cost of using the contracted service. The Willdan costs are only marginally higher than internal staff costs on an hour by hour basis. The County proposes that new plan check requests and permits generally be serviced by Willdan, unless a customer specifically requests County staff do the plan check. If a customer requests County staff do the plan check, that service will still be available at the County staff hourly rate, but the turnaround time is likely to be longer and the plan check will be put in the Building and Safety staff work queue on a first come, first served basis.

Inyo County has also added the option of contracting for engineering services to the Willdan contract on an à la carte basis, though it does not propose a budget to fund outsourced engineering services at this time. Adding engineering to the contract will simply make it faster and easier to use Willdan's contracted engineering services in the future should the County decide to move in that direction. All services under this contract will be purchased on an hour by hour basis.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023200 / 087100
Budgeted?	Yes, with this budget amendment	Object Code	5265 / 5901
Recurrence	On-going expense		
Current Fiscal Year Impact			
Up to \$25,000, though the cost of any Plan Check would be offset 100% by associated revenue realized through the fees charged.			
Future Fiscal Year Impacts			
If the contract continues in future years there will be an impact to the General Fund. Revenue that was formally received for plan checks and off-setting general fund salary cost/fixed costs will now be used to cover the cost of a contracted service, which increases the overall general fund cost.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to execute the contract, thereby negating the need for the budget amendment and associated Resolution updating the Building and Safety Fee Schedule. This is not advised, as this contract is being recommended in order to streamline plan review and permitting operations and reduce a backlog of work in the Building and Safety division.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Willdan Contract
2. Insurance Requirements
3. Building Dept. Fee Update Resolution

APPROVALS:

Meaghan McCamman	Created/Initiated - 1/23/2024
Breanne Nelums	Approved - 1/24/2024
Darcy Ellis	Approved - 1/24/2024
Denelle Carrington	Approved - 1/24/2024
Keri Oney	Approved - 1/24/2024
John Vallejo	Approved - 1/24/2024
Grace Chuchla	Approved - 1/24/2024

Amy Shepherd
Nate Greenberg
Meaghan McCamman

Approved - 1/24/2024
Approved - 1/27/2024
Final Approval - 1/29/2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND Willdan Engineering
FOR THE PROVISION OF Public Works Building and Safety and Engineering SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Public Works Building and Safety and Engineering services of Willdan Engineering of San Bernardino, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from February 6, 2024 to June 30, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Breanne Nelums whose title is: Senior Management Analyst. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits,

retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Twenty Five Thousand Dollars (\$ 25,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
Public Works	Department
<u>PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:

<u>Willdan Engineering</u>	Name
<u>650 E Hospitality Ln Ste 400</u>	Address
<u>San Bernardino, CA 92408</u>	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Willdan Engineering
FOR THE PROVISION OF Public Works Building and Safety and Engineering SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 13th DAY OF February, 2024.

COUNTY OF INYO

CONTRACTOR

By: 
Signature
Matt Kingsley
Type or Print Name

By: 
Signature
Patrick Johnson
Type or Print Name

Dated: 02/13/2024

Dated: 2-12-24

APPROVED AS TO FORM AND LEGALITY:


John-Carl Vallejo (Jan 23, 2024 16:21 PST)
County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Willdan Engineering
FOR THE PROVISION OF Public Works Building and Safety and Engineering SERVICES**

TERM:

FROM: Feb 6, 2024 **TO:** June 30, 2024

SCOPE OF WORK:

Willdan will provide Public Works Building and Safety and Engineering services as-needed, on an hourly basis according to the fee schedule in Attachment B.

Services will be requested by the Director of Public Works or their designee. Prior to beginning work, Willdan will estimate the number of hours each discrete service will take, and a total cost for the service. The Director of Public Works, or their designee, will approve moving forward with the service based on that estimate. If the cost of service begins to exceed the estimate, Willdan will provide an updated estimate in writing (email is ok) to the Director of Public Works or their designee.

Upon the completion of the requested service, an invoice will be sent to the Director of Public Works or their designee for approval of work satisfactorily completed.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Willdan Engineering
FOR THE PROVISION OF Public Works Building and Safety and Engineering SERVICES**

TERM:

FROM: February 6, 2024 **TO:** June 30, 2024

SCHEDULE OF FEES:

Willdan will provide building and safety and engineering services based on the hourly rates below.

Expedited plan review will be billed at 1.35x of the hourly rate. Overtime inspections will be charged a 1.5 factor, and mileage for inspections will be billed at the current IRS Standard Mileage Rate. All rates and cost shall be effective through the term of the agreement.

- Project Manager - \$150/hour
- Building Official - \$150/hour
- Engineering Plans Examiner - \$135/hour
- Plans Examiner - \$125/hour
- CASp Plan Review and Inspection - \$125/hour
- Building Inspector - \$105/hour
- Senior Building Inspector - \$115/hour
- Permit Technician - \$75/hour
- Senior Permit Technician - \$85/hour
- Administrative Assistant - \$70/hour
- Fire Plans Examiner - \$125/hour
- Fire Inspector - \$105/hour
- Engineering Plan Review (Civil) - \$145/hour
- Engineering Inspector (PW) - \$135/hour

Travel cost reimbursement shall include but not be limited to the following: Mileage at the current IRS rates, hourly wages for travel to and from the site (NTE 8 hours per round trip), lodging and meals GSA per diem rates for Inyo County, and any overtime pay as stated above.

ATTACHMENT C

AND _____
AGREEMENT BETWEEN COUNTY OF INYO
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability (Errors & Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

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

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo

Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements

County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

-end-

RESOLUTION NO. 2024 - 06

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
UPDATING THE FEE SCHEDULE FOR PLAN CHECK SERVICES PROVIDED BY
THE OFFICE OF BUILDING AND SAFETY**

WHEREAS, the Inyo County Department of Public Works operates the Office of Building and Safety;

WHEREAS, the Office of Building and Safety is tasked with reviewing, permitting, and inspecting all aspects of the construction process to ensure compliance with Title 24 of the California Code of Regulations;

WHEREAS, Building and Safety has recently experienced a significant increase in the cost to provide plan check services, and the revenue produced under its existing fee schedule is not adequate to allow the County to recover its cost of providing plan check services;


WHEREAS, Building and Safety has complied with all procedures set forth in Government Code 66016 as they pertain to fee modifications.

NOW THEREFORE BE IT RESOLVED:

1. That the fees for plan check services provided by the Office of Building and Safety shall be set as follows:
 - a. Actual cost based on number of hours spent by the plan examiner at the following rates: Wildan Engineering Plans Examiner - \$135 per hour, Wildan Plans Examiner - \$125 per hour, County Senior Building Inspector - \$105.63 per hour, and County Building Inspector - \$75.34 per hour
 - b. Expedited review will incur an additional cost of 1.35 times the standard cost
2. That all other fees for services provided by the Office of Building and Safety shall remain unchanged.
3. That the adoption of this Resolution approving the proposed fee schedule is statutorily exempt from the provisions of CEQA pursuant to Section 15273(a)(1) and (a)(2) of the CEQA Guidelines as the establishment or modification of rates, fees, and charges which are for the purpose of meeting operating expenses.
4. That these fees meet the requirements set forth in subdivision (e)(2), (e)(3), or (e)(5), as applicable, of Section 1 Article XIII(C) of the California Constitution, and are therefore exempt from the definition of a tax as used therein.
5. That the revenue resulting from the fees established pursuant to this resolution will not exceed the estimated reasonable costs to provide the services and that the costs of providing these services are reasonably allocated among the fees established.


PASSED AND ADOPTED this 6th day of February, 2024, by the following vote:

AYES: -5- Supervisors Griffiths, Kingsley, Marcellin, Orrill, Roeser
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-



MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By: 

Darcy Ellis, Assistant
Assistant Clerk of the Board

**AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF INYO & WILLDAN ENGINEERING FOR THE PROVISION OF PUBLIC
WORKS BUILDING AND SAFETY AND ENGINEERING SERVICES**

This Agreement and First Amendment is entered into June 18, 2024, by and between the County of Inyo (hereinafter, "County"), a political subdivision of the State of California, and Willdan Engineering (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor, and executed by the same on February 6, 2024, and providing for Public Works Building and Safety and Engineering Services (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. The Term of the Contract set forth in Paragraph 2 and restated throughout the Contract on Attachments A, B, and C is hereby extended through June 30, 2025.
2. All other terms and conditions of the Contract not expressly amended shall remain in full force and effect.

IN WITNESS THEREOF, AS SET FORTH BELOW, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATE FIRST ABOVE MENTIONED.

COUNTY OF INYO:

Matt Kingsley, Board Chair

Approved as to Form:
John-Carl Vallejo

John-Carl Vallejo (Jun 12, 2024 10:22 PDT)

County Counsel

CONTRACTOR:



Patrick Johnson - Director Building and Safety

Print Name and Title



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

June 18, 2024

Reference ID:
2024-411

Film Commissioner Contract Extension for FY 2024-2025 County Administrator - Advertising County Resources ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Authorize staff to exercise the County's option to extend the current Film Commissioner agreement with Mr. Jesse Steele to June 30, 2025, per paragraph 2.a. of the agreement, and adjust the rate according to paragraph 3.d., pending Board approval of the 2024-2025 budget, and to send Mr. Steele notice of the extension.

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board directed the development and issuance of a Request for Proposals for Film Commissioner services in 2022. A contract was offered to and accepted by Mr. Jesse Steele at the end of the RFP process. His initial term was from October 10, 2022 through June 30, 2023. The contract gave the County three options to extend the agreement for additional one-year periods as follows:

- From July 1, 2023 through June 30, 2024 in an amount not exceed \$61,500.
- From July 1, 2024 through June 30, 2025 in an amount not exceed \$61,500.
- From July 1, 2025 through June 30, 2026 in an amount not exceed \$61,500.

Your Board is being asked to authorize staff to exercise the second of the three extension options. If authorization is given, staff will notify Mr. Steele in writing, per the contract.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011400
Budgeted?	Yes	Object Code	5535
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
There will be approximately \$9,000 left on the FY 23-24 contract.			
Future Fiscal Year Impacts			
The contract calls for a second renewal in the amount of \$61,500 for the period of July 1, 2024 through June 30, 2025.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to approve the extension and direct staff to develop and release a second Request for Proposals. This option is not recommended, as much progress has been made with Mr. Steele in developing a robust Film Commission responsive to both filmmakers and permitting agencies; creating a one-stop shop website and universal online permit; and developing new contacts within the film industry and among other film commissions.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Film Commissioner - Jesse Steele FY 22-23
2. FY 23-24 Film Commissioner Contract Extension

APPROVALS:

Darcy Ellis	Created/Initiated - 5/29/2024
Darcy Ellis	Approved - 5/29/2024
John Vallejo	Approved - 5/29/2024
Amy Shepherd	Approved - 5/29/2024
Meaghan McCamman	Approved - 6/10/2024
Nate Greenberg	Final Approval - 6/11/2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND JESSE STEELE
FOR THE PROVISION OF FILM COMMISSIONER SERVICES**

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from October 10, 2022 to June 30, 2023 unless sooner terminated as provided below. In addition, County shall have three options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2023 through June 30, 2024
- b. From July 1, 2024 through June 30, 2025
- c. From July 1, 2025 through June 30, 2026

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

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

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other

type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed
\$ forty-eight thousand and no/100 Dollars (\$ 48,000.00) (initial term);
\$ sixty-one thousand five hundred and no/100 Dollars (\$ 61,500.00) (option 1);
\$ sixty-one thousand five hundred and no/100 Dollars (\$ 61,500.00) (option 2);
\$ sixty-one thousand five hundred and no/100 Dollars (\$ 61,500.00) (option 3); for a total of \$ two hundred thirty-two thousand and five hundred and no/100 Dollars (\$ 232,500.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be

procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Jesse Steele</u>	Name
<u>561 W. Crocker Ave.</u>	Address
<u>Big Pine, CA</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE
FOR THE PROVISION OF FILM COMMISSIONER SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 11th DAY OF October, 2022

COUNTY OF INYO

By: [Signature]

Dated: 10/11/2022

CONTRACTOR

By: [Signature]
Signature

Jesse Steele
Print or Type Name

Dated: 10.7.22

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE
FOR THE PROVISION OF FILM COMMISSIONER SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Jesse Steele

Print or Type Name

Dated: 10-7-22

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE

FOR THE PROVISION OF FILM COMMISSIONER SERVICES

TERM:

FROM: October 10, 2022 TO: June 30, 2023

SCOPE OF WORK:

Section I. General Duties & Responsibilities

The Contractor shall act in the capacity of Inyo County Film Commissioner. As the Inyo County Film Commissioner, the Contractor must perform the duties necessary for the County to maintain a formal relationship with the California Film Commission and ensure the County's continued participation in the California Film Commission's Film Liaisons In California, Statewide (FLICS) Program.

Film Commissioner duties include, but are not limited to:

- Maintaining a working knowledge of the County and local business and government practices.
- Maintaining a working knowledge of local commercial and non-profit resources available to provide services to film productions.
- Staying informed on production issues in Inyo County communities and conveying this information to producers.
- Serving as an experienced troubleshooter for producers and the communities in which they work.
- Knowing how to secure permission to film on public (USFS, BLM, LADWP, NPS) and private property within the county.
- Being familiar with potential filming locations within the county and associated land tenure and ownership.
- Remaining sensitive to the needs of all communities within the county.
- Developing and maintaining relationships with Inyo County's five sovereign Native American tribes, as well as an understanding of the indigenous history of the area.
- Never soliciting or accepting fees, payments, donations, or other contributions for the provision of Film Commissioner services or on behalf of any entity or organization unless so authorized pursuant to and in conjunction with the County's film permit requirements.
- Adhering to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests.

- Developing, maintaining, and distributing – in print and electronic form – local available crew lists; a local resources database, including photography of locations throughout all regions of the County, in written and electronic form; and a current local production guide in written and electronic form. (This information will be provided to the County and thereafter uploaded to the Film Commission website.)
- Providing film liaison services.
- Providing service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters.
- Acting as a liaison between production companies and all levels of government, including the facilitation of permitting.
- Networking with regional and state organizations related to filming.
- Only using the title of Inyo County Film Commissioner when acting in an official capacity pursuant to this agreement, and never for personal gain.
- Refraining from taking positions or engaging in activities, in an official capacity, contrary to the established policies of the County of Inyo or which might otherwise bring discredit to the County – including lack of discretion or sharing gossip from shoots or denigrating other productions and individuals.
- Working closely with County staff to ensure adherence to County policies and alignment with County priorities, including regular meetings with County staff and/or Board members to discuss mission, vision, and activities.

In addition, the Contractor shall maintain an active membership in FLICS, and attend between two (2) and four (4) FLICS membership meetings during the term of the contract. The Contractor is responsible for preparing, maintaining, and administering all notifications and paperwork to the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner.

Furthermore, it is desirable during the course of this contract that the Contractor research and work with County staff, including Public Works, to evaluate the current County permitting system and recommend a more collaborative and streamlined process – possibly with the levying of fees to support the Inyo County Film Commission.

(The Contractor shall also work with the current Film Commissioner, whose contract expires October 31, 2022, to facilitate a smooth transition and sharing of institutional knowledge, including the transfer of any existing databases.)

The above-listed general duties will more specifically consist of:

A. Actively working to attract film production into all areas of Inyo County by:

- Developing and maintaining content for the Film Commission website.
- Working with County staff to develop a coordinated social media strategy that will increase targeted social media engagement.
- Exploring new branding efforts.
- Publication of filming “success stories” as part of overall marketing efforts.

- Outreach to production companies, influencers, and film students and inviting them to visit Inyo County.
- Working closely with the County's Communications Liaison in release of public information, including proofreading, editing, and general guidance.

(Travel will be limited the first year of this contract, with the main focus being to build up an online presence and databases for film companies seeking additional information and assistance, and to respond promptly and professionally to any and all requests from production companies to establish the Inyo Film Commission as an invaluable resource that will help companies succeed.)

B. Responding to production requests in a timely manner by:

- Maintaining a voicemail system for the Film Commission and responding to each inquiry within 24 hours of receiving, or – in the event of vacations or other unavailability – arrange to have a proxy call them back.
- Providing prompt and reliable service to productions from the first inquiry to the last day of filming, using discretion and non-disruptive on-set behavior.
- Utilizing trusted, professional contractors in neighboring communities (such as the former Film Commissioner) to respond in person to complaints and/or requests when Contractor is indisposed.

C. Serving as liaison between film productions and the community by:

- Keeping up-to-date records and a comprehensive portfolio of all shoots in Inyo to use as reference in future productions.
- Publicizing regular filming updates on social media and the website so residents and visitors are aware of road closures and other issues related to productions.
- Encouraging productions to communicate with residents and businesses in advance of any disruptive filming.
- Regularly updating the County Administrator of work on films in Inyo County.
- Delivering two written and two oral reports annually to the Inyo County Board of Supervisors. (This will require coordination with the Assistant Clerk of the Board to be placed on meeting agendas.)
- Building and maintaining relationships with public lands agencies, private land owners, County and Tribal governments during each film shoot and communicating as necessary any complications or issues.

D. Completing permits accurately and in a timely fashion by:

- Leveraging and building on existing working relationships with agency permitting representatives.
- Meeting with permitting agencies on a regular basis to maintain good working relationships, provide/receive updates, and troubleshoot any potential challenges.
- Guiding production companies through the permitting process, to help ensure paperwork and permits are done correctly and all requests by the permitting agency are fulfilled to satisfaction.
- Working with permitting agencies, including Inyo County Public Works, on a standardized permitting system to streamline the process and ensure uniformity

among the agencies. (The end goal should be a single form available on the Film Commission website that satisfies the requirements of all permitting agencies.)

E. Connecting producers with local assets and locations by:

- Using personal experience and knowledge to help direct companies to potential locations. (The Contractor may enter into agreements/arrangements independent of this contract with production companies for more comprehensive scouting services.)
- Maintaining a list of location scouts to whom the Contractor will refer film companies.
- Building a regularly updated portfolio of all professionals, possible filming resources, and filming locations throughout the County. (This database will be a living, growing resource.)
- Encouraging residents and business owners – caterers, extras, still photographers, mountain guides, pack stations, ranchers, extreme athletes, seamstresses, etc. – to add themselves to the local filming resource database housed on the Film Commission website. (This will include making sure listings are appropriate and up-to-date.)
- Encouraging the use of local talent and tradesmen – including youth with an interest in various trades and/or the film industry.

F. Communicating best practices, including Leave No Trace, to productions by:

- Briefing crews on each production about the principles of “Leave No Trace” as well as any safety concerns for either individuals or the environment.
- Providing pamphlets and sharing other applicable information prior to the start of filming.
- Checking in on shoots as they are progressing to make sure all Inyo County rules and regulations, as well as good stewardship practices, are being followed.
- Reaching out to appropriate County departments to learn about governmental operations, rules, regulations, and practices.
- Making stewardship of Inyo County a top priority, including respecting, honoring, and in some cases protecting its people and lands from potentially negative or hazardous situations.
- Using diplomacy when communicating these practices.

G. Miscellaneous networking by:

- Traveling to other Film Commissions to meet and develop relationships with its employees.
- Reaching out to regional and state organizations about filming in Inyo County as well as learning tips and tricks to make Inyo County’s Film Commission more efficient.

Section II. Online Marketing

The Contractor is responsible for content development and management for the official Inyo County Film Commission website.

The Contractor shall also create and maintain County-owned Inyo County Film Commission profiles and accounts on Facebook, Twitter, and Instagram using an Inyo County email account.

With regard to the content posted online, the Contractor must:

- Adhere to the terms of use and codes of conduct established and published by the social media platforms.
- Ensure content is not in conflict with County values and policies.
- Not engage in any argumentative or controversial behavior online while identified as the Inyo Film Commissioner.
- Obtain approval of content from County staff prior to publication online.
- Share all social media account passwords/password updates with County staff.
- Not share these passwords with anyone outside of the organization without permission.
- Relinquish all control of social media accounts and the website at the conclusion of the contract, or at the County's request.

Section III. General Marketing

In addition to the marketing efforts mentioned in Section I, A, the Contractor will be expected to work closely with the Bishop Chamber of Commerce and Visitors Center on promotional efforts, messaging, and branding. The County has entered into a marketing contract with the Chamber, and consistency and following a coherent strategy will be critical.

Section IV. Administrative Services

The Contractor is responsible for providing for all administrative functions necessary to support the Inyo County Film Commission, including:

1. Maintaining physical office space, including a telephone line and payment of all utility costs;
2. Maintaining and, as appropriate, publicizing, a physical mailing address or P.O. Box; dedicated voicemail and email account; Film Commission website; and social media accounts on the following platforms: Facebook, Twitter, and Instagram.
3. Arranging for clerical support, and any other personal contract services, that may be necessary to support the duties and responsibilities of the Film Commissioner.
4. Providing all office supplies and, as necessary, photocopying and facsimile transmittal services.

Section V. Reporting

The Contractor shall keep the County Administrator or his designee, and the Inyo County Board of Supervisors apprised of its activities and accomplishments in the performance of the Agreement. At a minimum, the Contractor shall:

1. Within 30 days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall prepare all notifications and paperwork required by the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner. These documents shall be transmitted to the Office of the County Administrator for review and approval in advance of their submittal to the California Film Commission and, if necessary, for submittal to the California Film Commission by the County. Any subsequent modifications that may be required to this documentation will be processed in the same manner.
2. As soon as practicable, but no later than seven (7) days of receipt, the Contractor shall transmit to the Office of the County Administrator any notices or other communications the Contractor receives from the California Film Commission.
3. Within 60 days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall submit to the Office of the County Administrator, in paper and electronic form, the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, that the Contractor is required to develop, maintain, and distribute under the terms of this agreement. These products will become property of the County, and must be submitted in an electronic format acceptable to the County for viewing, reproduction, and posting to a County website. As part of their submittal, the Contractor must identify all physical and electronic locations where these resources are available.
4. As needed, and at least once every 12 months and one (1) month prior to the expiration of the Agreement for the provision of Film Commissioner Services, the Contractor shall update the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, and transmit this information to the County as required in item 3 above.
5. Copies of all articles generated by the Contractor and published by local and/or national and/or international media will be transmitted to the Office of the County Administrator with the Contractor's next monthly invoice for services.
6. Make at least two (2) Verbal and (4) Written Reports a year: Verbal Reports in April and October; Written Reports in July and January. The Contractor is encouraged to make additional Verbal Reports to the Board of Supervisors as may be warranted based on filming activity in the County. The Contractor will be responsible for contacting the Assistant Board Clerk to arrange to be placed on the Board of Supervisors' agenda. Written reports must include:
 - A summary of accomplishments and works in progress.

- All production requests and lists of each type of production.
- Identification and itemization of all productions in Inyo County since the previous report.
- Itemization of all local resources used, including hotels, restaurants, and local crew and talent with the estimated value of all.
- Discussion of all marketing done during that quarter as well as copies of all physical properties (fliers, posters, etc.), and links to all new digital materials.
- Copies of current local cast and crew lists as well as production guides, local resource database, and location guide.

Written reports shall include trend data across the year showing growth or reduction in these key performance indicators. During the last year of the Agreement, a Final Written Report shall be prepared and submitted no later than December 1st.

The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a material breach of these reporting requirements. Therefore, the parties agree that, in the event that Contractor fails to comply with these reporting requirements and associated deadlines, Contractor shall pay County, as liquidated damages, the amount of Contractor's monthly fee, as established in the Fee Schedule of the Agreement for the provision of Film Commissioner Services, for each failure to comply, which amount will be deducted from amounts due the Contractor.

Section VI. Additional Marketing Activities

In addition to marketing the County as a filming location through active participation in FLICS and its California Location Request Service and creating articles for the local, national, and/or international media, the Contractor may perform, and be compensated separately for, additional marketing activities. Any specific, supplemental marketing activities must be identified in the Contractor's proposal and associated budget, and agreed to in the Fee Schedule included in the Agreement for the provision of Film Commissioner Services.

Separately compensated marketing activities may include but are not limited to:

- Attending appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show.
- Creating pamphlets, fact sheets, flyers, and other printed marketing materials for special events, initiatives, and promotions, in cooperation with the Bishop Chamber of Commerce and Inyo County Communications Liaison.

All resource materials and promotional materials developed in conjunction with this Scope of Work, including but not limited to the Inyo County Film Commission website, domain name,

artwork and hand-outs distributed at industry events, local crew lists, local production guide, and local resources database (including photography of locations throughout all regions of the County), in written and electronic form, shall:

- A. Identify the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services, and provide the telephone number and e-mail address for the Office of the County Administrator for this purpose.
- B. Become the property of the County of Inyo.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE

FOR THE PROVISION OF FILM COMMISSIONER SERVICES

TERM:

FROM: October 10, 2022 TO: June 30, 2023

SCHEDULE OF FEES:

Section I. General Duties & Responsibilities, Online Marketing, Administrative Services, Reporting

In consideration for the services and work identified in Section I. General Duties & Responsibilities, Section II. Online Marketing, Section III. General Marketing, Section IV. Administrative Services, and Section V. Reporting of Attachment A: Scope of Work, the contractor shall be paid a flat fee of:

- \$4,500 for the period of October 10, 2022 through October 31, 2022
- \$4,500 per month for the period of November 1, 2022 through June 30, 2022
- \$4,500 per month for the period July 1, 2023 through June 30, 2024
- \$4,500 per month for the period July 1, 2024 through June 30, 2025
- \$4,500 per month for the period July 1, 2025 through June 30, 2026

The monthly fee is negotiable on renewal of contract beyond initial term.

Section II. Additional Marketing Activities

For the specific marketing activities the Contractor is required to perform, and identified in Section VI. Additional Marketing Activities of Attachment A: Scope of Work, the contractor shall be paid the actual cost of the specific activity, documented by paid receipts, in an amount not to exceed the amount identified below for each activity:

1. Attend appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner

and show and/or the Association of Film Commissions International (AFCI) Locations Show:

- \$2,500 for the period October 10, 2022 through June 30, 2023
 - \$2,500 for the period July 1, 2023 through June 30, 2024;
 - \$2,500 for the period July 1, 2024 through June 30, 2025
 - \$2,500 for the period July 1, 2025 through June 30, 2026
2. Creating pamphlets, fact sheets, flyers, and other printed marketing materials for special events, initiatives, and promotions, in cooperation with the Bishop Chamber of Commerce and Inyo County Communications Liaison.
- \$500 per fiscal year through June 30, 2026

Section III. Travel and Per Diem

The Contractor's travel and per diem expense shall be paid in accordance with Section 3. Paragraph B. of this Agreement. These costs include all mileage, lodging and food expenses associated with all of the general services and work requested by the County in this Agreement, as well as the specific marketing activities requested by the County in this Agreement.

The Contractor's travel and per diem expense reimbursement shall not exceed:

- \$4,500 for the period October 10, 2022 through June 30, 2023
- \$4,500 for the period July 1, 2023 through June 30, 2024
- \$4,500 for the period July 1, 2024 through June 30, 2025
- \$4,500 for the period July 1, 2025 through June 30, 2026

Section IV. Contract Totals

Total for October 10, 2022 through June 30, 2023: **\$48,000**

- Flat monthly fee (\$4,500 x 9): \$40,500
- Additional Marketing Activities
 - ✓ Industry events: \$2,500
 - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500

Total for July 1, 2023 through June 30, 2024: **\$61,500**

- Flat monthly fee (\$4,500 x 12): \$54,000
- Additional Marketing Activities
 - ✓ Industry events: \$2,500
 - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500

Total for July 1, 2024 through June 30, 2025: **\$61,500**

- Flat monthly fee (\$4,500 x 12): \$54,000
- Additional Marketing Activities
 - ✓ Industry events: \$2,500
 - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500

Total for July 1, 2025 through June 30, 2026: **\$61,500**

- Flat monthly fee (\$4,500 x 12): \$54,000
- Additional Marketing Activities
 - ✓ Industry events: \$2,500
 - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE
FOR THE PROVISION OF FILM COMMISSIONER **SERVICES**

TERM:

FROM: October 13, 2022 **TO:** June 30, 2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: Insurance Requirements for Services & Projects where a professional license is not required

(See Risk for review before use for Airport, Technology, Heavy Equipment/Construction, Environmental Hazards, or Medical/Legal)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability:** ISO Form CG 00 01 covering general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See "Other Insurance Provisions" below.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. *May be waived with signed and dated letter on Contractor's letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.* See "Other Insurance Provisions" below.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *May be waived with signed and dated letter on Contractor's letterhead certifying that Contractor has no employees.* See "Other Insurance Provisions" below.

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

OTHER INSURANCE PROVISIONS

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

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

**Attachment : Insurance Requirements for Services & Projects
where a professional license is not required**

(See Risk for review before use for Airport, Technology, Heavy Equipment/Construction, Environmental Hazards, or
Medical/Legal)

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

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

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

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

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

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

**Attachment : Insurance Requirements for Services & Projects
where a professional license is not required**

(See Risk for review before use for Airport, Technology, Heavy Equipment/Construction, Environmental Hazards, or
Medical/Legal)

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

-end-

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 20th day of June 2023 an order was duly made and entered as follows:

*CAO-Advertising
County Resources –
Film Commissioner
Contract Extension*

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to authorize staff to exercise the County's option to extend the current Film Commissioner agreement with Mr. Jesse Steele to June 30, 2024, per paragraph 2.a. of the agreement, and adjust the rate according to paragraph 3.d., pending Board approval of the 2023-2024 budget, and to send Mr. Steele notice of the extension. Motion carried unanimously 4-0, with Supervisor Marcellin absent.

WITNESS my hand and the seal of said Board this 20th
Day of June, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", written over a horizontal line.

By: _____

Routing
CC Purchasing Personnel Auditor CAO ACR Other: DATE: June 22, 2023



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

June 20, 2023

Reference ID:
2023-3834

Film Commissioner Contract Extension for FY 2023-2024 County Administrator - Advertising County Resources ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Authorize staff to exercise the County's option to extend the current Film Commissioner agreement with Mr. Jesse Steele to June 30, 2024, per paragraph 2.a. of the agreement, and adjust the rate according to paragraph 3.d., pending Board approval of the 2023-2024 budget, and to send Mr. Steele notice of the extension.

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board directed the development and issuance of a Request for Proposals for Film Commissioner services in 2022. A contract was offered to and accepted by Mr. Jesse Steele at the end of the RFP process. His initial term was from October 10, 2022 through June 30, 2023. The contract gave the County three options to extend the agreement for additional one-year periods as follows:

- From July 1, 2023 through June 30, 2024 in an amount not exceed \$61,500.
- From July 1, 2024 through June 30, 2025 in an amount not exceed \$61,500.
- From July 1, 2025 through June 30, 2026 in an amount not exceed \$61,500.

Your Board is being asked to authorize staff to exercise the first of the three extension options. If authorization is given, staff will notify Mr. Steele in writing, per the contract.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011400
Budgeted?	Yes	Object Code	5535
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
There will be approximately \$14,000 left on the FY 22-23 contract.			
Future Fiscal Year Impacts			
TBD based on contract extension/renewal.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to approve the extension and direct staff to develop and release a second Request for Proposals. This option is not recommended, as much progress has been made with Mr. Steele in developing a robust Film Commission responsive to both filmmakers and permitting agencies; creating a one-stop shop website and universal online permit; and developing new contacts within the film industry and among other film commissions.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Film Commissioner - Jesse Steele FY 22-23

APPROVALS:

Darcy Ellis	Created/Initiated - 6/8/2023
Darcy Ellis	Approved - 6/8/2023
John Vallejo	Approved - 6/12/2023
Amy Shepherd	Approved - 6/12/2023
Meaghan McCamman	Approved - 6/14/2023
Nate Greenberg	Final Approval - 6/15/2023

AGREEMENT BETWEEN COUNTY OF INYO
AND JESSE STEELE
FOR THE PROVISION OF FILM COMMISSIONER SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from October 10, 2022 to June 30, 2023 unless sooner terminated as provided below. In addition, County shall have three options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2023 through June 30, 2024
- b. From July 1, 2024 through June 30, 2025
- c. From July 1, 2025 through June 30, 2026

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

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

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other

type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

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

\$ forty-eight thousand and no/100 Dollars (\$ 48,000.00) (initial term);
\$ sixty-one thousand five hundred and no/100 Dollars (\$ 61,500.00) (option 1);
\$ sixty-one thousand five hundred and no/100 Dollars (\$ 61,500.00) (option 2);
\$ sixty-one thousand five hundred and no/100 Dollars (\$ 61,500.00) (option 3); for a total of \$ two hundred thirty-two thousand and five hundred and no/100 Dollars (\$ 232,500.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be

procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Jesse Steele</u>	Name
<u>561 W. Crocker Ave.</u>	Address
<u>Big Pine, CA</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE
FOR THE PROVISION OF FILM COMMISSIONER SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By:  _____

Signature

Dated: _____

Jesse Steele _____

Print or Type Name

Dated: 10-7-22 _____

APPROVED AS TO FORM AND LEGALITY:



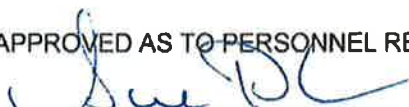
County Counsel

APPROVED AS TO ACCOUNTING FORM:



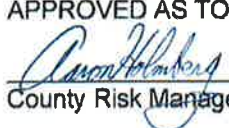
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE

FOR THE PROVISION OF FILM COMMISSIONER SERVICES

TERM:

FROM: October 10, 2022 TO: June 30, 2023

SCOPE OF WORK:

Section I. General Duties & Responsibilities

The Contractor shall act in the capacity of Inyo County Film Commissioner. As the Inyo County Film Commissioner, the Contractor must perform the duties necessary for the County to maintain a formal relationship with the California Film Commission and ensure the County's continued participation in the California Film Commission's Film Liaisons In California, Statewide (FLICS) Program.

Film Commissioner duties include, but are not limited to:

- Maintaining a working knowledge of the County and local business and government practices.
- Maintaining a working knowledge of local commercial and non-profit resources available to provide services to film productions.
- Staying informed on production issues in Inyo County communities and conveying this information to producers.
- Serving as an experienced troubleshooter for producers and the communities in which they work.
- Knowing how to secure permission to film on public (USFS, BLM, LADWP, NPS) and private property within the county.
- Being familiar with potential filming locations within the county and associated land tenure and ownership.
- Remaining sensitive to the needs of all communities within the county.
- Developing and maintaining relationships with Inyo County's five sovereign Native American tribes, as well as an understanding of the indigenous history of the area.
- Never soliciting or accepting fees, payments, donations, or other contributions for the provision of Film Commissioner services or on behalf of any entity or organization unless so authorized pursuant to and in conjunction with the County's film permit requirements.
- Adhering to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests.

- Developing, maintaining, and distributing – in print and electronic form – local available crew lists; a local resources database, including photography of locations throughout all regions of the County, in written and electronic form; and a current local production guide in written and electronic form. (This information will be provided to the County and thereafter uploaded to the Film Commission website.)
- Providing film liaison services.
- Providing service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters.
- Acting as a liaison between production companies and all levels of government, including the facilitation of permitting.
- Networking with regional and state organizations related to filming.
- Only using the title of Inyo County Film Commissioner when acting in an official capacity pursuant to this agreement, and never for personal gain.
- Refraining from taking positions or engaging in activities, in an official capacity, contrary to the established policies of the County of Inyo or which might otherwise bring discredit to the County – including lack of discretion or sharing gossip from shoots or denigrating other productions and individuals.
- Working closely with County staff to ensure adherence to County policies and alignment with County priorities, including regular meetings with County staff and/or Board members to discuss mission, vision, and activities.

In addition, the Contractor shall maintain an active membership in FLICS, and attend between two (2) and four (4) FLICS membership meetings during the term of the contract. The Contractor is responsible for preparing, maintaining, and administering all notifications and paperwork to the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner.

Furthermore, it is desirable during the course of this contract that the Contractor research and work with County staff, including Public Works, to evaluate the current County permitting system and recommend a more collaborative and streamlined process – possibly with the levying of fees to support the Inyo County Film Commission.

(The Contractor shall also work with the current Film Commissioner, whose contract expires October 31, 2022, to facilitate a smooth transition and sharing of institutional knowledge, including the transfer of any existing databases.)

The above-listed general duties will more specifically consist of:

A. Actively working to attract film production into all areas of Inyo County by:

- Developing and maintaining content for the Film Commission website.
- Working with County staff to develop a coordinated social media strategy that will increase targeted social media engagement.
- Exploring new branding efforts.
- Publication of filming “success stories” as part of overall marketing efforts.

- Outreach to production companies, influencers, and film students and inviting them to visit Inyo County.
- Working closely with the County's Communications Liaison in release of public information, including proofreading, editing, and general guidance.

(Travel will be limited the first year of this contract, with the main focus being to build up an online presence and databases for film companies seeking additional information and assistance, and to respond promptly and professionally to any and all requests from production companies to establish the Inyo Film Commission as an invaluable resource that will help companies succeed.)

B. Responding to production requests in a timely manner by:

- Maintaining a voicemail system for the Film Commission and responding to each inquiry within 24 hours of receiving, or – in the event of vacations or other unavailability – arrange to have a proxy call them back.
- Providing prompt and reliable service to productions from the first inquiry to the last day of filming, using discretion and non-disruptive on-set behavior.
- Utilizing trusted, professional contracts in neighboring communities (such as the former Film Commissioner) to respond in person to complaints and/or requests when Contractor is indisposed.

C. Serving as liaison between film productions and the community by:

- Keeping up-to-date records and a comprehensive portfolio of all shoots in Inyo to use as reference in future productions.
- Publicizing regular filming updates on social media and the website so residents and visitors are aware of road closures and other issues related to productions.
- Encouraging productions to communicate with residents and businesses in advance of any disruptive filming.
- Regularly updating the County Administrator of work on films in Inyo County.
- Delivering two written and two oral reports annually to the Inyo County Board of Supervisors. (This will require coordination with the Assistant Clerk of the Board to be placed on meeting agendas.)
- Building and maintaining relationships with public lands agencies, private land owners, County and Tribal governments during each film shoot and communicating as necessary any complications or issues.

D. Completing permits accurately and in a timely fashion by:

- Leveraging and building on existing working relationships with agency permitting representatives.
- Meeting with permitting agencies on a regular basis to maintain good working relationships, provide/receive updates, and troubleshoot any potential challenges.
- Guiding production companies through the permitting process, to help ensure paperwork and permits are done correctly and all requests by the permitting agency are fulfilled to satisfaction.
- Working with permitting agencies, including Inyo County Public Works, on a standardized permitting system to streamline the process and ensure uniformity

among the agencies. (The end goal should be a single form available on the Film Commission website that satisfies the requirements of all permitting agencies.)

E. Connecting producers with local assets and locations by:

- Using personal experience and knowledge to help direct companies to potential locations. (The Contractor may enter into agreements/arrangements independent of this contract with production companies for more comprehensive scouting services.)
- Maintaining a list of location scouts to whom the Contractor will refer film companies.
- Building a regularly updated portfolio of all professionals, possible filming resources, and filming locations throughout the County. (This database will be a living, growing resource.)
- Encouraging residents and business owners – caterers, extras, still photographers, mountain guides, pack stations, ranchers, extreme athletes, seamstresses, etc. – to add themselves to the local filming resource database housed on the Film Commission website. (This will include making sure listings are appropriate and up-to-date.)
- Encouraging the use of local talent and tradesmen – including youth with an interest in various trades and/or the film industry.

F. Communicating best practices, including Leave No Trace, to productions by:

- Briefing crews on each production about the principles of “Leave No Trace” as well as any safety concerns for either individuals or the environment.
- Providing pamphlets and sharing other applicable information prior to the start of filming.
- Checking in on shoots as they are progressing to make sure all Inyo County rules and regulations, as well as good stewardship practices, are being followed.
- Reaching out to appropriate County departments to learn about governmental operations, rules, regulations, and practices.
- Making stewardship of Inyo County a top priority, including respecting, honoring, and in some cases protecting its people and lands from potentially negative or hazardous situations.
- Using diplomacy when communicating these practices.

G. Miscellaneous networking by:

- Traveling to other Film Commissions to meet and develop relationships with its employees.
- Reaching out to regional and state organizations about filming in Inyo County as well as learning tips and tricks to make Inyo County's Film Commission more efficient.

Section II. Online Marketing

The Contractor is responsible for content development and management for the official Inyo County Film Commission website.

The Contractor shall also create and maintain County-owned Inyo County Film Commission profiles and accounts on Facebook, Twitter, and Instagram using an Inyo County email account.

With regard to the content posted online, the Contractor must:

- Adhere to the terms of use and codes of conduct established and published by the social media platforms.
- Ensure content is not in conflict with County values and policies.
- Not engage in any argumentative or controversial behavior online while identified as the Inyo Film Commissioner.
- Obtain approval of content from County staff prior to publication online.
- Share all social media account passwords/password updates with County staff.
- Not share these passwords with anyone outside of the organization without permission.
- Relinquish all control of social media accounts and the website at the conclusion of the contract, or at the County's request.

Section III. General Marketing

In addition to the marketing efforts mentioned in Section I, A, the Contractor will be expected to work closely with the Bishop Chamber of Commerce and Visitors Center on promotional efforts, messaging, and branding. The County has entered into a marketing contract with the Chamber, and consistency and following a coherent strategy will be critical.

Section IV. Administrative Services

The Contractor is responsible for providing for all administrative functions necessary to support the Inyo County Film Commission, including:

1. Maintaining physical office space, including a telephone line and payment of all utility costs;
2. Maintaining and, as appropriate, publicizing, a physical mailing address or P.O. Box; dedicated voicemail and email account; Film Commission website; and social media accounts on the following platforms: Facebook, Twitter, and Instagram.
3. Arranging for clerical support, and any other personal contract services, that may be necessary to support the duties and responsibilities of the Film Commissioner.
4. Providing all office supplies and, as necessary, photocopying and facsimile transmittal services.

Section V. Reporting

The Contractor shall keep the County Administrator or his designee, and the Inyo County Board of Supervisors apprised of its activities and accomplishments in the performance of the Agreement. At a minimum, the Contractor shall:

1. Within 30 days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall prepare all notifications and paperwork required by the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner. These documents shall be transmitted to the Office of the County Administrator for review and approval in advance of their submittal to the California Film Commission and, if necessary, for submittal to the California Film Commission by the County. Any subsequent modifications that may be required to this documentation will be processed in the same manner.
2. As soon as practicable, but no later than seven (7) days of receipt, the Contractor shall transmit to the Office of the County Administrator any notices or other communications the Contractor receives from the California Film Commission.
3. Within 60 days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall submit to the Office of the County Administrator, in paper and electronic form, the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, that the Contractor is required to develop, maintain, and distribute under the terms of this agreement. These products will become property of the County, and must be submitted in an electronic format acceptable to the County for viewing, reproduction, and posting to a County website. As part of their submittal, the Contractor must identify all physical and electronic locations where these resources are available.
4. As needed, and at least once every 12 months and one (1) month prior to the expiration of the Agreement for the provision of Film Commissioner Services, the Contractor shall update the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, and transmit this information to the County as required in item 3 above.
5. Copies of all articles generated by the Contractor and published by local and/or national and/or international media will be transmitted to the Office of the County Administrator with the Contractor's next monthly invoice for services.
6. Make at least two (2) Verbal and (4) Written Reports a year: Verbal Reports in April and October; Written Reports in July and January. The Contractor is encouraged to make additional Verbal Reports to the Board of Supervisors as may be warranted based on filming activity in the County. The Contractor will be responsible for contacting the Assistant Board Clerk to arrange to be placed on the Board of Supervisors' agenda. Written reports must include:
 - A summary of accomplishments and works in progress.

- All production requests and lists of each type of production.
- Identification and itemization of all productions in Inyo County since the previous report.
- Itemization of all local resources used, including hotels, restaurants, and local crew and talent with the estimated value of all.
- Discussion of all marketing done during that quarter as well as copies of all physical properties (fliers, posters, etc.), and links to all new digital materials.
- Copies of current local cast and crew lists as well as production guides, local resource database, and location guide.

Written reports shall include trend data across the year showing growth or reduction in these key performance indicators. During the last year of the Agreement, a Final Written Report shall be prepared and submitted no later than December 1st.

The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a material breach of these reporting requirements. Therefore, the parties agree that, in the event that Contractor fails to comply with these reporting requirements and associated deadlines, Contractor shall pay County, as liquidated damages, the amount of Contractor's monthly fee, as established in the Fee Schedule of the Agreement for the provision of Film Commissioner Services, for each failure to comply, which amount will be deducted from amounts due the Contractor.

Section VI. Additional Marketing Activities

In addition to marketing the County as a filming location through active participation in FLICS and its California Location Request Service and creating articles for the local, national, and/or international media, the Contractor may perform, and be compensated separately for, additional marketing activities. Any specific, supplemental marketing activities must be identified in the Contractor's proposal and associated budget, and agreed to in the Fee Schedule included in the Agreement for the provision of Film Commissioner Services.

Separately compensated marketing activities may include but are not limited to:

- Attending appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show.
- Creating pamphlets, fact sheets, flyers, and other printed marketing materials for special events, initiatives, and promotions, in cooperation with the Bishop Chamber of Commerce and Inyo County Communications Liaison.

All resource materials and promotional materials developed in conjunction with this Scope of Work, including but not limited to the Inyo County Film Commission website, domain name,

artwork and hand-outs distributed at industry events, local crew lists, local production guide, and local resources database (including photography of locations throughout all regions of the County), in written and electronic form, shall:

- A. Identify the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services, and provide the telephone number and e-mail address for the Office of the County Administrator for this purpose.
- B. Become the property of the County of Inyo.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE

FOR THE PROVISION OF FILM COMMISSIONER **SERVICES**

TERM:

FROM: October 10, 2022 **TO:** June 30, 2023

SCHEDULE OF FEES:

Section I. General Duties & Responsibilities, Online Marketing, Administrative Services, Reporting

In consideration for the services and work identified in Section I. General Duties & Responsibilities, Section II. Online Marketing, Section III. General Marketing, Section IV. Administrative Services, and Section V. Reporting of Attachment A: Scope of Work, the contractor shall be paid a flat fee of:

- \$4,500 for the period of October 10, 2022 through October 31, 2022
- \$4,500 per month for the period of November 1, 2022 through June 30, 2022
- \$4,500 per month for the period July 1, 2023 through June 30, 2024
- \$4,500 per month for the period July 1, 2024 through June 30, 2025
- \$4,500 per month for the period July 1, 2025 through June 30, 2026

The monthly fee is negotiable on renewal of contract beyond initial term.

Section II. Additional Marketing Activities

For the specific marketing activities the Contractor is required to perform, and identified in Section VI. Additional Marketing Activities of Attachment A: Scope of Work, the contractor shall be paid the actual cost of the specific activity, documented by paid receipts, in an amount not to exceed the amount identified below for each activity:

1. Attend appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner

and show and/or the Association of Film Commissions International (AFCI) Locations Show:

- \$2,500 for the period October 10, 2022 through June 30, 2023
 - \$2,500 for the period July 1, 2023 through June 30, 2024;
 - \$2,500 for the period July 1, 2024 through June 30, 2025
 - \$2,500 for the period July 1, 2025 through June 30, 2026
2. Creating pamphlets, fact sheets, flyers, and other printed marketing materials for special events, initiatives, and promotions, in cooperation with the Bishop Chamber of Commerce and Inyo County Communications Liaison.
- \$500 per fiscal year through June 30, 2026

Section III. Travel and Per Diem

The Contractor's travel and per diem expense shall be paid in accordance with Section 3. Paragraph B. of this Agreement. These costs include all mileage, lodging and food expenses associated with all of the general services and work requested by the County in this Agreement, as well as the specific marketing activities requested by the County in this Agreement.

The Contractor's travel and per diem expense reimbursement shall not exceed:

- \$4,500 for the period October 10, 2022 through June 30, 2023
- \$4,500 for the period July 1, 2023 through June 30, 2024
- \$4,500 for the period July 1, 2024 through June 30, 2025
- \$4,500 for the period July 1, 2025 through June 30, 2026

Section IV. Contract Totals

Total for October 10, 2022 through June 30, 2023: **\$48,000**

- Flat monthly fee (\$4,500 x 9): \$40,500
- Additional Marketing Activities
 - ✓ Industry events: \$2,500
 - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500

Total for July 1, 2023 through June 30, 2024: **\$61,500**

- Flat monthly fee (\$4,500 x 12): \$54,000
- Additional Marketing Activities
 - ✓ Industry events: \$2,500
 - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500

Total for July 1, 2024 through June 30, 2025: **\$61,500**

- Flat monthly fee (\$4,500 x 12): **\$54,000**
- Additional Marketing Activities
 - ✓ Industry events: **\$2,500**
 - ✓ Pamphlets: **\$500**
- Travel and per diem: **\$4,500**

Total for July 1, 2025 through June 30, 2026: **\$61,500**

- Flat monthly fee (\$4,500 x 12): **\$54,000**
- Additional Marketing Activities
 - ✓ Industry events: **\$2,500**
 - ✓ Pamphlets: **\$500**
- Travel and per diem: **\$4,500**

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE
FOR THE PROVISION OF FILM COMMISSIONER **SERVICES**

TERM:

FROM: October 13, 2022 **TO:** June 30, 2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: Insurance Requirements for Services & Projects where a professional license is not required

(See Risk for review before use for Airport, Technology, Heavy Equipment/Construction, Environmental Hazards, or Medical/Legal)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability:** ISO Form CG 00 01 covering general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See "Other Insurance Provisions" below.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. *May be waived with signed and dated letter on Contractor's letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.* See "Other Insurance Provisions" below.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *May be waived with signed and dated letter on Contractor's letterhead certifying that Contractor has no employees.* See "Other Insurance Provisions" below.

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

OTHER INSURANCE PROVISIONS

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

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

**Attachment : Insurance Requirements for Services & Projects
where a professional license is not required**

(See Risk for review before use for Airport, Technology, Heavy Equipment/Construction, Environmental Hazards, or Medical/Legal)

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

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

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

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

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

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

**Attachment : Insurance Requirements for Services & Projects
where a professional license is not required**

(See Risk for review before use for Airport, Technology, Heavy Equipment/Construction, Environmental Hazards, or
Medical/Legal)

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

-end-



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

June 18, 2024

Reference ID:
2024-458

Agreement between Inyo County and the Eastern Sierra Council of Governments (ESCOG) Joint Powers Authority (JPA) as the Board of the Inyo-Mono Broadband Consortium

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Office of the Administrator

ITEM PRESENTED BY

Elaine Kabala, Eastern Sierra Council of Governments

RECOMMENDED ACTION:

Approve the Agreement between Inyo County and the ESCOG JPA as the Board of the Inyo-Mono Broadband Consortium regarding the processing of reimbursement requested under the California Advance Services Fund Grant and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The ESCOG submitted a grant application to the California Public Utilities Commission (CPUC) for \$600,000 (\$200,000 per year for 3 years) to re-establish the Inyo-Mono Broadband Consortium (IMBC). The CPUC approved the IMBC grant application on January 12, 2023. Under this grant, the IMBC will facilitate the deployment of broadband services in Inyo and Mono counties by assisting with project development, grant applications, and projects related to state broadband programs. The grant is effective through January 31, 2026.

As a part of the grant submittal, Inyo County agreed to serve as the fiscal agent to administer the grant reimbursements. Due to an administrative oversight, the attached agreement was not executed by the Inyo County Board of Supervisors.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Incoming grant reimbursements will pay for any expenditures incurred during the execution of this grant.			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not execute the agreement, which would result in delays in administration of the CPUC grant and associated work being conducted by the IMBC to facilitate regional broadband expansion.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

The IMBC staffs and administers the CPUC grant. The ESCOG Board serves as the Board for the IMBC. Other fiscal services for ESCOG activities are provided by Mono County. The ESCOG does not have the capacity to serve as the fiscal agent for the CPUC grant.

ATTACHMENTS:

1. Inyo and ESCOG CASF Remibursement Agreement

APPROVALS:

Darcy Ellis	Created/Initiated - 6/11/2024
Grace Chuchla	Approved - 6/11/2024
John Vallejo	Approved - 6/12/2024
Amy Shepherd	Approved - 6/12/2024
Nate Greenberg	Final Approval - 6/12/2024

**AGREEMENT BETWEEN INYO COUNTY AND THE
EASTERN SIERRA COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY
AS THE BOARD OF THE INYO-MONO BROADBAND CONSORTIUM
REGARDING THE PROCESING OF REIMBURSEMENT REQUESTS UNDER THE
CALIFORNIA ADVANCE SERVICES FUND GRANT**

This Agreement is entered into by and between the Eastern Sierra Council of Governments Joint Powers Authority (“ESCOG”) and the County of Inyo, a political subdivision of the State of California (“the County”).

Recitals:

A. On January 12, 2023, the Inyo-Mono Broadband Consortium (“IMBC”) was awarded a \$600,000 grant from the Public Utility Commission’s California Advance Services Fund (“the CASF grant”).

B. The Board of the Eastern Sierra Council of Governments also sits as the Board of the IMBC and is tasked with overseeing the performance of the CASF grant.

C. Because ESCOG does not have fiscal staff of its own, Inyo County acts as the fiscal agent for the CASF grant. As the fiscal agent for the CASF grant, Inyo County is the sole signatory required on the forms provided by the Public Utilities Commission to request reimbursement or report progress under the CASF grant.

Terms and Conditions:

The parties hereto agree as follows:

1. In recognition of the IMBC Board’s responsibility to oversee the performance of the CASF grant, Inyo County shall allow the IMBC to review and approve any Payment Request and/or Progress Report before it is sent to the Public Utilities Commission.

2. Requests for review and approval shall be directed to Elaine Kabala, Executive Director of ESCOG. Ms. Kabala is delegated the authority to perform review and approval on behalf of the IMBC Board. Ms. Kabala shall respond to any request for review or approval within 10 business days. Failure to respond within 10 business days shall be deemed an approval by the IMBC.

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3. Should the Parties disagree about the contents of a Payment Request and/or Progress Report, the Parties will work together in good faith to resolve their disagreements. The Parties understand that time is of the essence in resolving these disputes and will endeavor to resolve any issues within 10 business days.

Execution:

<p>EASTERN SIERRA COUNCIL OF GOVERNMENTS, a joint powers authority</p> <p>By: _____ John Wentworth, Chair ESCOG Board of Directors</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>ESCOG Counsel</p>	<p>INYO COUNTY, a political subdivision of the State of California</p> <p>By: _____ Matt Kingsley, Chairperson Inyo County Board of Supervisors</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>County Counsel</p>
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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

June 18, 2024

Reference ID:
2024-473

Extension of Contract with Design Path Studios for Pre-Approved Accessory Dwelling Unit and Single Family Home Plan Designs

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. 3 to the agreement between the County of Inyo and Design Path Studios of Encinitas, CA, extending the term end date from June 30, 2024 to June 30, 2025, contingent upon approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

On July 21, 2023, the County of Inyo entered a contract with Design Path Studio to prepare 12 fully designed Accessory Dwelling Unit (ADU) and Single Family Home designs that could be pre-approved by Inyo County Building and Safety. This would allow homeowners who used the designs to save on engineering and architecture costs as well as save on permitting fees.

Staff is asking that the contract be extended once more to ensure the contractor and Inyo County staff have time to get the plan sets to the condition which satisfies expectations and meets all Inyo County building requirements. This final contract extension will carry through the fiscal year, but the finalized sets and design guide are expected to be delivered this summer.

FISCAL IMPACT:

There is no additional fiscal impact associated with this contract amendment.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to extend the contract with Design Path Studios. This is not advised, as this would prevent Inyo County staff and Design Path Studios staff from finishing their joint work of reviewing and finalizing the design plans and submission guide.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Building and Safety

ATTACHMENTS:

1. Design Path Studio Contract Amendment No. 3
2. Design Path Studio Contract Amendment No. 2

APPROVALS:

Meaghan McCamman	Created/Initiated - 6/6/2024
Darcy Ellis	Approved - 6/6/2024
Rebecca Graves	Approved - 6/6/2024
John Vallejo	Approved - 6/10/2024
Amy Shepherd	Approved - 6/10/2024
Nate Greenberg	Approved - 6/11/2024
Meaghan McCamman	Final Approval - 6/11/2024

**AGREEMENT AND THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF INYO & DESIGN PATH STUDIO FOR THE PROVISION OF PRE-
APPROVED ADU AND SINGLE-FAMILY HOME PLAN DESIGN SERVICES**

This Agreement and Third Amendment is entered into June 18, 2024, by and between the County of Inyo (hereinafter, "County"), a political subdivision of the State of California, and Design Path Studio (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor, and executed by the same on July 21, 2023 and providing for Pre-Approved ADU and Single-Family Home Plan Design Service (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. The Term of the Contract set forth in Paragraph 2 and restated throughout the Contract on Attachments A, B, and C is hereby extended through June 30, 2025.
2. All other terms and conditions of the Contract not expressly amended shall remain in full force and effect.

IN WITNESS THEREOF, AS SET FORTH BELOW, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATE FIRST ABOVE MENTIONED.

COUNTY OF INYO:

CONTRACTOR:

Matt Kingsley, Board Chair

Print Name and Title

Approved as to Form:

County Counsel

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 9th day of April 2024 an order was duly made and entered as follows:

CAO –
Design Path Studio
Contract
Amendment 2

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve Amendment No. 2 to the contract between the County of Inyo and Design Path Studio of Encinitas, CA, extending the term end date from March 30, 2024, through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Other: DATE: April 16, 2024

WITNESS my hand and the seal of said Board this 9th
Day of April, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", written over a horizontal line.

By: _____



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

April 9, 2024

Reference ID:
2024-135

Design Path Studio Contract Extension

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Rebecca Graves, Operations Analyst

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Approve Amendment No. 2 to the contract between the County of Inyo and Design Path Studio of Encinitas, CA, extending the term end date from March 30, 2024 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

Design Path Studio (DPS) submitted final draft plan designs for Inyo County's "ADU and Single Family Home Design" program, and during the initial three month extension, Inyo County staff completed a thorough review of and requested adjustments to those plans. Updated plan mock-ups based on that feedback have been submitted by DPS, and Inyo County staff has reviewed and approved finalizing those plans without any further changes being required. For this reason we are requesting a second short, three month contract extension so that DPS may complete and submit the final plan sets, for which no further adjustments are anticipated.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to extend the contract. This is not recommended, as a short extension allows adequate time to finalize the requested changes to the ADU plans before final approval.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Design Path Studio Contract w/ Amendment No.1
2. Amendment No. 2

APPROVALS:

Rebecca Graves	Created/Initiated - 4/3/2024
Darcy Ellis	Approved - 4/4/2024
Keri Oney	Approved - 4/4/2024
John Vallejo	Approved - 4/4/2024
Amy Shepherd	Approved - 4/4/2024
Nate Greenberg	Final Approval - 4/4/2024

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 December 2023 an order was duly made and entered as follows:

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.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: DATE: December 21, 2023

WITNESS my hand and the seal of said Board this 19th
Day of December, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", is written over a horizontal line.

By: _____



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

December 19, 2023

Reference ID:
2023-4442

Design Path Studios Contract Extension 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 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.

BACKGROUND / SUMMARY / JUSTIFICATION:

Design Path Studios has submitted final draft plan designs for Inyo County's "ADU and Single Family Home Design" program. Inyo County staff wants the opportunity to do a thorough review and create time for minor adjustments of the final plans, if necessary. For this reason we are requesting a short, 3 month contract extension to finalize the plan sets.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to extend the contract. This is not recommended, as a short extension allows Inyo County staff adequate time to review the final draft ADU plans in-depth before final approval.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Design Path Studio Draft Contract
2. Amendment No. 1

APPROVALS:

Meaghan McCamman
Darcy Ellis
Nate Greenberg

Created/Initiated - 12/13/2023
Approved - 12/13/2023
Final Approval - 12/13/2023

**AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF INYO & DESIGN PATH STUDIO FOR THE PROVISION OF PRE-
APPROVED ADU AND SINGLE-FAMILY HOME PLAN DESIGN SERVICES**

This Agreement and First Amendment is entered into December 19, 2023, by and between the County of Inyo (hereinafter, "County"), a political subdivision of the State of California, and Design Path Studio (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor, and executed by the same on July 21, 2023 and providing for Pre-Approved ADU and Single-Family Home Plan Design Service (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. The Term of the Contract set forth in Paragraph 2 and restated throughout the Contract on Attachments A, B, and C is hereby extended through March 30, 2024.
2. All other terms and conditions of the Contract not expressly amended shall remain in full force and effect.

IN WITNESS THEREOF, AS SET FORTH BELOW, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATE FIRST ABOVE MENTIONED.

COUNTY OF INYO:



Jennifer Roeser, Board Chair



Approved as to Form:

County Counsel

CONTRACTOR:



Yvonne St Pierre, Owner | Architect
Print Name and Title

AGREEMENT BETWEEN COUNTY OF INYO

AND Design Path Studio
FOR THE PROVISION OF Pre-Approved ADU and Single Family Home Plan Design **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the ADU and Single Family Design services of Design Path Studio of Encinitas, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from June 6, 2023 to December 31, 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

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

(\$80,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Inyo County Administration</u>	Department
<u>PO Drawer N</u>	Address
<u>Independence CA 93526</u>	City and State

Contractor:	
<u>Design Path Studio</u>	Name
<u>100 Chesterfield Drive</u>	Address
<u>Encinitas, CA 92007</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Design Path Studio
FOR THE PROMISION OF ADU and Single Family Home Plan Design **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 21st DAY OF July, 2023

COUNTY OF INYO

By:

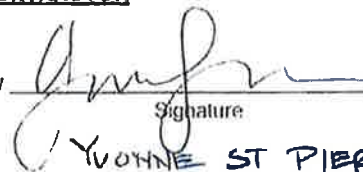

Signature

Jennifer Roeser
Print or Type Name

Dated: 07/21/2023

CONTRACTOR

By:


Signature

YVONNE ST PIERRE
Print or Type Name

Dated: 6/19/23

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Design Path Studio
FOR THE PROVISION OF ADU and Single Family Home Plan Designs SERVICES**

TERM:

FROM: June 6, 2023 **TO:** December 31, 2023

SCOPE OF WORK:

Please see the document titled "Attachment A" for the Scope of Work for this project.

Attachment A
Scope of Work
Agreement between the County of Inyo and Design Path Studio for the Provision of
ADU and Single Family Home Plan Design Services

From June 27, 2023 to December 31, 2023

Contractors proposal is attached hereto and incorporated herein to the extent not in conflict or inconsistent with the express terms of this agreement and the language below.

Design:

- Contractor shall attend a Kick Off meeting with Inyo County staff to refine the scope of services, timeline, and steps for completion of building plans.
- Contractor shall develop at least twelve (12) conceptual floor plans, each with up to three corresponding architectural styles.
- Contractor will provide County staff with at least twelve (12) conceptual floor plans, each with up to three corresponding architectural styles for County staff review and provide direction to Contractor.
- Contractor will virtually (or in person if it so desires) attend a meeting of the Inyo County Board of Supervisors ("Board") to provide a preview of the conceptual designs and gather feedback from the Board.
- Contractor shall provide at least twelve (12) finalized building plan sets, compliant with all applicable federal, state, and local laws and regulations, incorporating the final feedback from County staff within four weeks after receiving direction from County Staff and Board.
- Contractor will prepare an ADU guide that will assist applicants with ADU regulations and how to use the pre-approved design program.

Notwithstanding the language set forth in Section 7 County Property (B), the Architect may use the materials, photograph, or make artistic recordation of the Project for use in promotional or professional materials, without including any confidential information of the Owner. The Owner shall provide professional credit in its promotional materials to recognize the design by and Instruments of Service furnished by the Architect at this Project.

Neither this Agreement nor any exhibit thereto is intended to or shall vest any rights to any third party including, but not limited to, the public at large, any public entity, Owner's Consultants, Contractors, Sub Contractors, Vendors, Sureties, Insurers, Lenders or any other person or entity with an interest in the Project.

The Parties agree to meet, in person, within 7 calendar days written notice, with each other, to resolve any dispute(s). In the event any dispute continues, the parties agree to Mediation before a mutually selected Mediator within 30 days following the in-person meeting and share the costs equally.

This Agreement is made and shall be interpreted under the laws of the State of California.

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if and to the extent that such failure or delay is caused by a Force Maejure. For the purpose of this Agreement, a Force Maejure is defined as the following: acts of war, terrorist attacks, epidemics, pandemics, death, supply chain delay or disruption, loss of energy or power, fire, floods, sea level rise, labor strikes, riots, crime or property theft, acts of God, natural disasters, governmental shut-downs or interruptions, and inability of Architect to process plans due to delays at building departments or governmental entities.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Design Path Studio

FOR THE PROVISION OF ADU and Single Family Home Plan Design **SERVICES**

TERM:

FROM: June 6, 2023

TO: December 31, 2023

SCHEDULE OF FEES:

Total contract amount is for \$80,000.

Notwithstanding the language set forth in Section 3. Consideration (E), the payment amount will be invoiced by the Architect and paid by the owner within 30 days of invoice in two lump sum payments:

50% (\$40,000) shall be paid upon invoice after the completion of Design Process 3: Submission of Final Draft Building Plan Set.

The second 50% (\$40,000) shall be paid upon invoice after the completion of Design Process 5: Submission of Publication-Ready Plans, Images, and Materials

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Design Path Studio
FOR THE PROVISION OF ADU and Single Family Home Plan Design **SERVICES****

TERM:

FROM: June 6 2023 **TO:** December 31, 2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Professional Services – ADU Plan Design

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Professional Liability:** Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
2. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.*
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived if Vendor/Consultant provides written declaration of the following: (a) Vendor/Consultant has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Vendor/Consultant agrees to verify proof of coverage for any subVendor/Consultants, and (c) Vendor/Consultant agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.*

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

OTHER INSURANCE PROVISIONS

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

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

Attachment C: 2023 Insurance Requirements for Professional Services – ADU Plan Design

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

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

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Attachment C: 2023 Insurance Requirements for
Professional Services – ADU Plan Design**

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

-end-

**AGREEMENT AND SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF INYO & DESIGN PATH STUDIO FOR THE PROVISION OF PRE-
APPROVED ADU AND SINGLE-FAMILY HOME PLAN DESIGN SERVICES**

This Agreement and Second Amendment is entered into _____, 2024, by and between the County of Inyo (hereinafter, "County"), a political subdivision of the State of California, and Design Path Studio (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor, and executed by the same on July 21, 2023 and providing for Pre-Approved ADU and Single-Family Home Plan Design Service (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. The Term of the Contract set forth in Paragraph 2 and restated throughout the Contract on Attachments A, B, and C is hereby extended through June 30, 2024.
2. All other terms and conditions of the Contract not expressly amended shall remain in full force and effect.

IN WITNESS THEREOF, AS SET FORTH BELOW, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATE FIRST ABOVE MENTIONED.

COUNTY OF INYO:

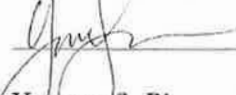


Matt Kingsley, Board Chair

Approved as to Form:

County Counsel

CONTRACTOR:



Yvonne St Pierre, Owner | Architect
Print Name and Title



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

June 18, 2024

Reference ID:
2024-414

Approval of ESRI Enterprise License Agreement County Administrator - Emergency Services ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

- A) Declare Environmental Systems Research Institute, Inc. (ESRI) of Redlands, CA a sole-source provider of Geographic Information System software;
- B) Ratify and approve the three (3) year renewal of the ESRI Enterprise License Agreement (ELA) in an amount not to exceed \$85,000; and
- C) Authorize the County Administrator, or his designee, to sign on behalf of the County of Inyo to enter into the three-year ELA with ESRI, for the time period of February 13, 2023 through February 13, 2025, pending Board approval the Fiscal Year 2024-2025 Budget.

BACKGROUND / SUMMARY / JUSTIFICATION:

On December 19, 2023, your Board approved the submission of Inyo County's 2023 Homeland Security Grant Program (HSGP) application. One of the Federal Fiscal Year 2023 HSGP priorities was to support investments that enhance jurisdictions' ability to respond swiftly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.

Inyo County's Geographic Information System (GIS) is a crucial component of the County's emergency preparedness and disaster response system. It directly addresses catastrophic planning and interoperable communication capabilities. Law enforcement, fire services, and other emergency responders utilize GIS to locate and respond to emergencies and identify potential threats and hazards. Additionally, during emergency evacuations, GIS is essential for identifying populations with access and functional needs. Post-disaster, GIS helps identify shelters and provides information on road closures and alternate routes, as well as provides vital information for FEMA and CalOES recovery.

The GIS system also plays a vital role in identifying Southern California Edison's (SCE) utility circuits within High Fire Risk Areas (HFRA). The potential de-energization of these circuits during severe weather events to prevent wildfires can create other issues within communities. GIS assists in early identification of critical facilities and vulnerable populations that could be affected by de-energization events.

The County GIS system operates using ESRI software, which requires an Enterprise License Agreement (ELA). The previous three-year ELA, funded by HSGP FY19, ended in March 2023. Renewing the ELA with ESRI is imperative to maintain the emergency preparedness and disaster response functions detailed above.

FISCAL IMPACT:

Funding Source	Grant Funded	Budget Unit	623722 / 623723
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
\$27,500			
Future Fiscal Year Impacts			
\$27,500			
Additional Information			

\$44,000 from HSGP FY22 - previously paid in February, 2023

\$40,300 from HSGP FY23

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to declare ESRI a Sole-Source Provider of GIS software, and could decline the renewal of the ELA. This alternative is not recommended as this software serves as a vital tool for County operations and given our long-standing history of licensing this software, changing providers is impractical.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. ESRI Enterprise License Agreement

APPROVALS:

Mikaela Torres	Created/Initiated - 5/30/2024
Mikaela Torres	Approved - 5/30/2024
Darcy Ellis	Approved - 5/30/2024
Denelle Carrington	Approved - 5/31/2024
John Vallejo	Approved - 6/3/2024
Amy Shepherd	Approved - 6/12/2024
Nate Greenberg	Final Approval - 6/12/2024



Quotation # Q-477280

Date: November 18, 2022

Customer # 395771 Contract #

County of Inyo
IS Dept
1360 N Main St
Bishop, CA 93514

ATTENTION: Carma Roper
PHONE: 760-878-0383
EMAIL: croper@inyocounty.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/18/2022 To: 2/16/2023*

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$82,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (Surface Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$82,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Peter Thomas	Email: pthomas@esri.com	Phone: 909 369 5555 ext. 2192 x2192
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
2 ArcGIS Insights in ArcGIS Enterprise
2 ArcGIS Insights in ArcGIS Online
5 ArcGIS Tracker for ArcGIS Enterprise
5 ArcGIS Tracker for ArcGIS Online
2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
2 ArcGIS Utility Network User Type Extensions (Enterprise)
2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

County of Inyo
(Customer)

By: 
Authorized Signature

Printed Name: Denver Billing

Title: GIS Analyst

Date: 2/13/2023

CUSTOMER CONTACT INFORMATION

Contact: Denver Billing

Telephone: 760-878-0314

Address: 168 N Edwards St

Fax: _____

City, State, Postal Code: Independence, CA 93526

E-mail: dbilling@inyocounty.us

Country: USA

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



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

June 18, 2024

Reference ID:
2024-470

Continuation of Local Emergency for Tropical Storm Hilary County Administrator - Emergency Services ACTION REQUIRED

ITEM SUBMITTED BY

Emergency Services

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Approve staff's recommendation to continue the local emergency proclaimed in response to Tropical Storm Hilary.

BACKGROUND / SUMMARY / JUSTIFICATION:

During the August 25, 2023 Board of Supervisors meeting, your Board took action to approve Resolution 2023-24, ratifying the Director of Emergency Services's August 21, 2023 proclamation of the existence of a local emergency. The local emergency was proclaimed in response to the formidable storm system, including heavy rain, flooding, lightning, and strong gusty winds, that passed through the area as a result of Tropical Storm Hilary from August 19-22, 2023.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, and that Resolution 2023-24 be updated as necessary, until further evaluation of conditions is completed and staff makes the recommendation to end the emergency.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can choose not to continue this emergency. This is not recommended as various departments within the County are still dealing with response and recovery to this emergency.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

ATTACHMENTS:

1. Hurricane Hilary Disaster Declaration
2. Resolution No. 2023-24 - Ratifying Local Emergency Proclamation

APPROVALS:

Darcy Ellis

Mikaela Torres

John Vallejo

Nate Greenberg

Created/Initiated - 6/5/2024

Approved - 6/5/2024

Approved - 6/6/2024

Final Approval - 6/8/2024

**EMERGENCY SERVICES DIRECTOR OF INYO, STATE OF CALIFORNIA
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, on August 18, 2023, Hurricane Hilary initiated a series of severe weather events, including heavy rain, flooding, lightning, and strong gusty winds, affecting Southern California, particularly Inyo County;

WHEREAS, in response to the developing situation, the National Weather Service issued a sequence of Flood Watches on August 18, 2023, forewarning of the potential for major to historic flooding within Inyo County, spanning the period from August 19, 2023, through August 22, 2023;

WHEREAS, this formidable storm system engendered widespread flooding, necessitating the closure of vital roadways. Notably, a full closure of Highway 395, a critical artery connecting the County with southern California. Furthermore, a full closure of Highway 190 left both inhabitants and visitors within Death Valley National Park stranded. The ramifications extended to essential infrastructure and public transportation systems, compelling the issuance of evacuation advisories and orders;

WHEREAS, the ongoing assessment of the damage incurred by County roads and highways confronts challenges posed by compromised accessibility. Impassable conditions due to washouts and persisting floods have impeded the expeditious evaluation of the extent of destruction;

WHEREAS, Hurricane Hilary's impact, coupled with the consequent debris flow, continues to pose imminent threats to vital infrastructure, both public and private properties, as well as the safety and well-being of the populace residing within the County;

WHEREAS, the Director of Emergency Services finds that these emergency conditions will require additional resources, services, personnel, equipment, and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts; and,

WHEREAS, Government Code Section 8630, and Inyo County Code Section 2.56.060 empowers the Director of Emergency Services to proclaim the existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County; and

WHEREAS, the Inyo County Board of Supervisors is not currently in session and cannot immediately be called into session; and

WHEREAS, the Inyo County Board of Supervisors shall take action to ratify this Proclamation within seven days thereafter or the Proclamation shall have no further force or

effect.

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the Director of Emergency Services for the County of Inyo that, for the reasons set forth herein, a local emergency now exists throughout Inyo County; and,

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of this local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by State law, by ordinances, and resolutions, and that this emergency shall be deemed to continue to exist until either the Governor of the State of California, or the Board of Supervisors of the County of Inyo, State of California, proclaims its termination, or if the Board of Supervisors of the County of Inyo does not ratify this proclamation within seven days of its issuance. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for additional resources, services, personnel, and equipment.

APPROVED AND ADOPTED on this 21st day of August, 2023, by the Inyo County Director of Emergency Services.



Nate Greenberg,
County Administrative Officer
Director of Emergency Services
County of Inyo, State of California

RESOLUTION NO. 2023-24

**A RESOLUTION OF THE
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA,
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY RESULTING
FROM HURRICANE HILARY**

WHEREAS, on August 18, 2023, Hurricane Hilary initiated a series of severe weather events, including heavy rain, flooding, lightning, and strong gusty winds, affecting Southern California, particularly Inyo County;

WHEREAS, in response to the developing situation, the National Weather Service issued a sequence of Flood Watches on August 18, 2023, forewarning of the potential for major to historic flooding within Inyo County, spanning the period from August 19, 2023, through August 22, 2023;

WHEREAS, this formidable storm system engendered widespread flooding, necessitating the closure of vital roadways. Notably, a full closure of Highway 395, a critical artery connecting the County with southern California. Furthermore, a full closure of Highway 190 left both inhabitants and visitors within Death Valley National Park stranded. The ramifications extended to essential infrastructure and public transportation systems, compelling the issuance of evacuation advisories and orders;

WHEREAS, the ongoing assessment of the damage incurred by County roads and highways confronts challenges posed by compromised accessibility. Impassable conditions due to washouts and persisting floods have impeded the expeditious evaluation of the extent of destruction;

WHEREAS, Hurricane Hilary's impact, coupled with the consequent debris flow, continues to pose imminent threats to vital infrastructure, both public and private properties, as well as the safety and well-being of the populace residing within the County;

WHEREAS, the Director of Emergency Services finds that these emergency conditions will require additional resources, services, personnel, equipment, and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts; and,

WHEREAS, the Director of Emergency Services did proclaim the existence of a local emergency within the county on August 21, 2023, a copy of which is attached to this Resolution as Attachment A.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED as follows

Section 1: The Inyo County Board of Supervisors does hereby ratify the declaration of the Director of Emergency Services and proclaims the existence of a Local Emergency in Inyo County as a result of the reasons set forth herein; and,

Section 2: The Inyo County Board of Supervisors request that this emergency proclamation be forwarded to the Director of the Governor’s Office of Emergency Services and the Governor of the State of California, with a request for assistance to recover from the threats and effects of Hurricane Hilary to the safety of property and persons in Inyo County including threats to private, Tribal, and public property and infrastructure, public health, environmental health, and the County’s economy described but not limited herein, including additional resources, services, personnel, and equipment.

Section 3: The Inyo County Board of Supervisors will review the need for continuing the Local Emergency at least every 30 days and, if appropriate, take action to terminate the local emergency as of the earliest possible date that conditions warrant, pursuant to California Government Code Section 8630(c),

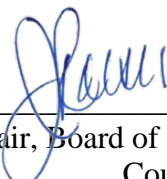
APPROVED AND ADOPTED on this 25th day of August, 2023, by the Inyo County Board of Supervisors, County of Inyo:

AYES: -4- Supervisor Griffiths, Marcellin, Orrill, and Roeser

NOES: -0-


ABSTAIN: -1- Supervisor Kingsley

ABSENT: -0-



Chair, Board of Supervisors
County of Inyo

Attest: Nate Greenberg
Clerk of the Board

By: 
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

June 18, 2024

Reference ID:
2024-366

Submission of Broadband Technical Assistance Payment Reimbursement Requests

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Scott Armstrong, Regional Broadband Coordinator

ITEM PRESENTED BY

Scott Armstrong, Regional Broadband Coordinator

RECOMMENDED ACTION:

Authorize the County Administrator or designee to submit SF-270 forms (Request for Advance or Reimbursement) to the U.S. Department of Agriculture Rural Utilities Service on behalf of the County for Broadband Technical Assistance grant reimbursement requests, and authorize the Chairperson to sign the Form 675 to document the authorization to submit SF-270 forms for grant reimbursement requests.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County of Inyo was awarded a \$110,500 grant in November 2023 for United States Department of Agriculture (USDA) Rural Development (RD) Broadband Technical Assistance (BTA) funding to develop shovel-ready, last-mile, detailed network engineering designs for broadband Internet service in the exceptionally rural area of Furnace Creek, California. This is a reimbursement grant with a budget consisting of \$93,500 for contractor design work and \$17,000 for staff time.

The USDA Rural Utilities Service (RUS) requires that anyone submitting the SF-270 (Request for Advance or Reimbursement) be authorized by that agency's governing board. The Form 675 is the vehicle used to document which individuals are authorized to submit requests for advances or reimbursements to RUS on behalf of an agency.

FISCAL IMPACT:

Funding Source	Grant Funded - USDA Rural Development, Rural Utilities Service	Budget Unit	612301
Budgeted?	Yes	Object Code	4555
Recurrence	One-Time Award -- 22 Month Performance Period		
Current Fiscal Year Impact			
Up to \$110,500 beginning in December, 2023, through September 2025, based on reimbursable work tasks.			
Future Fiscal Year Impacts			
Up to \$110,500 beginning in December, 2023, through September 2025, based on reimbursable work tasks.			

Additional Information

This is a reimbursement grant based on actual expenditures and costs incurred; therefore, budget amounts are provided for the upper limit for the grant.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to require another individual, such as the Board Chair, to authorize these payment requests. This is not recommended as it would impact efficiency and there is low risk to the County for authorizing staff to submit these requests.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. USDA RD BTA Grant Reimbursement Request Authorization

APPROVALS:

Scott Armstrong	Created/Initiated - 6/3/2024
Darcy Ellis	Approved - 6/3/2024
Scott Armstrong	Approved - 6/3/2024
Denelle Carrington	Approved - 6/4/2024
John Vallejo	Approved - 6/4/2024
Amy Shepherd	Approved - 6/5/2024
Nate Greenberg	Final Approval - 6/8/2024

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0074. The time required to complete this information collection is estimated to average 6 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

U.S. Department of Agriculture
Rural Utilities Service

CERTIFICATE OF AUTHORITY

INSTRUCTIONS-Submit one copy to RUS. See 7 CFR 1744 (Telecommunications) and RUS Bulletin 26-1 (Electric)

In conformity with the requirements of the Rural Utilities Service (RUS), and in accordance with the resolution of the board of directors of the _____ County of Inyo
BORROWER'S NAME

224 N. Edwards Street, Independence, CA 93526
BORROWER'S ADDRESS

attached hereto, adopted at a meeting of the board, held _____, 20____ at which a quorum of the board was present, the officers and manager, whose signatures appear below, have been authorized to sign the following RUS forms in connection with requisitioning and accounting for Award Funds:

(Check One)

	RUS Form No.	TITLE
<input checked="" type="checkbox"/>	270	Request for Advance or Reimbursement
<input type="checkbox"/>		

This certification is to remain in *force* until rescinded by resolution of the board of directors and notification of such action to RUS.

County Administrator _____ Nate Greenberg _____  _____
TITLE NAME (TYPE OR PRINT) SIGNATURE

Broadband Coordinator _____ Scott Armstrong _____  _____
TITLE NAME (TYPE OR PRINT) SIGNATURE

Asst Director, Budget & Gen Services _____ Denelle Carrington _____  _____
TITLE NAME (TYPE OR PRINT) SIGNATURE

County of Inyo _____
BORROWER'S NAME

SIGNATURE OF PRESIDENT

DATE SIGNATURE OF SECRETARY










RUS_Form_675-Inyo for USDA RD BTA Grant Reimbursement Request Authorization

Final Audit Report

2024-06-07

Created:	2024-06-06
By:	Scott Armstrong (sarmstrong@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuSIRvG4PD_ZS4S5Xe2FX6blNOUrvKLoK

"RUS_Form_675-Inyo for USDA RD BTA Grant Reimbursement Request Authorization" History

-  Document created by Scott Armstrong (sarmstrong@inyocounty.us)
2024-06-06 - 10:41:06 PM GMT
-  Document e-signed by Scott Armstrong (sarmstrong@inyocounty.us)
Signature Date: 2024-06-06 - 11:09:07 PM GMT - Time Source: server
-  Document emailed to Nate Greenberg (ngreenberg@inyocounty.us) for signature
2024-06-06 - 11:09:08 PM GMT
-  Email viewed by Nate Greenberg (ngreenberg@inyocounty.us)
2024-06-07 - 1:13:15 AM GMT
-  Document e-signed by Nate Greenberg (ngreenberg@inyocounty.us)
Signature Date: 2024-06-07 - 1:15:00 AM GMT - Time Source: server
-  Document emailed to Denelle Carrington (dcarrington@inyocounty.us) for signature
2024-06-07 - 1:15:03 AM GMT
-  Email viewed by Denelle Carrington (dcarrington@inyocounty.us)
2024-06-07 - 2:02:43 PM GMT
-  Document e-signed by Denelle Carrington (dcarrington@inyocounty.us)
Signature Date: 2024-06-07 - 2:06:32 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXXX8055
-  Agreement completed.
2024-06-07 - 2:06:32 PM GMT



COUNTY OF INYO
CALIFORNIA

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Adobe
Acrobat Sign



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

June 18, 2024

Reference ID:
2024-457

Approval of Microsoft Enterprise Enrollment Agreement County Administrator - Information Services ACTION REQUIRED

ITEM SUBMITTED BY

Noam Shendar, Chief Information Officer, Abhilash Itharaju, Assistant Chief Information Officer

ITEM PRESENTED BY

Noam Shendar, Chief Information Officer

RECOMMENDED ACTION:

Ratify and approve the Enterprise Enrollment Agreement between the County of Inyo and Microsoft of Redmond, WA, through their licensing solutions partner Dell, Inc. of Round Rock, TX, for the provision of Microsoft product subscription services in an amount not to exceed \$251,700 per year (\$755,100 for the period of July 1, 2023 through June 30, 2026), contingent upon the Board's approval of future budgets, and authorize the Information Services Director to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

Years ago, Inyo County Information Services determined that the software sold by Microsoft to be the most appropriate and effective to fulfill organizational business needs. After years of purchasing software in a piecemeal fashion, your Board approved an agreement with this vendor on August 4th, 2020 through a statewide accessible pre-negotiated contract. That three-year agreement expired in August of 2023.

This new agreement will allow for continued access to this important software which is used throughout the organization. In addition to the standard productivity software offered by Microsoft, this agreement and associated services will enhance security, include collaborative online work spaces, deliver web-based video conferencing, and support mobile device management services. The ability to leverage Azure government cloud for hosting and backing up critical data, will reduce the risk of a prolonged disruption in the event of a catastrophic event at one of our data centers.

The County of Inyo intends to re-sign an Enterprise Agreement with Microsoft (MS) as a sole-source vendor, and enroll in subscription services with Microsoft through their reseller, Dell, Inc. for the 36-month term of this enrollment.

FISCAL IMPACT:

Funding Source	Tech Refresh Fund	Budget Unit	011808
Budgeted?	Yes	Object Code	5177
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

\$197,933 + \$24,000 As needed for Azure Cloud

Future Fiscal Year Impacts

\$503,400 over the three year period (Not to exceed \$251,700 per year)

Additional Information

There is sufficient preliminary budget in the Computer Upgrade budget (011808) object code Maintenance of Computer Systems (5177) to cover this contract for Fiscal Year 2023-2024. It has also been requested in the 2024-2025 fiscal year budget, to be considered at the Board's budget hearings. The funding for this budget comes from the Technology Refresh program, where departments pay annually into a fund that covers County-standard software and hardware.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this request. This is not recommended. This would result in a dramatic pivot in the organization's prior decision to utilize Microsoft software products for everyday productivity tools such as Outlook, Word, Excel, PowerPoint, etc. In addition, a significant investment of time and dollars would be required to implement an alternate solution. Furthermore, the annual cost of this subscription is consistent with what it has been in prior years.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

ATTACHMENTS:

1. Enterprise Enrollment Amendment
2. Program Signature Form
3. Enterprise Enrollment Form
4. Volume License Proposal
5. FY 23/24 True Cost
6. Dell Quote

APPROVALS:

Abhilash Itharaju	Created/Initiated - 5/30/2024
Noam Shendar	Approved - 6/3/2024
Nate Greenberg	Approved - 6/7/2024
John Vallejo	Approved - 6/10/2024
Amy Shepherd	Approved - 6/10/2024
Darcy Ellis	Final Approval - 6/11/2024

Amendment to Contract Documents

Enrollment Number

5-0000009978705

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate’s Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	450	10
P3U-00001	Visio P2 GCC Sub Per User	3	0
3PS-00001	Exchange Online Kiosk GCC Sub Per User	2	0
3MS-00001	Exchange Online P1 GCC Sub Per User	2	0
7MS-00001	Project P3 GCC Sub Per User	1	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	460
3GU-00001	Defender O365 P1 GCC Sub Per Use	0	460

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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Program Signature Form

MBA/MBSA number

8084445

5-0000009978705

Agreement number

8084445

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	1321854.001
Amendment	M97 (new)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Inyo
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

9061905

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* County of Inyo

Contact name* First Mike **Last** Baffrey

Contact email address* mbaffrey@inyocounty.us

Street address* 168 N. Edwards Street., PO Box 477

City* Independence

State* CA
Postal code* 93526-0477
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 760-878-0390
Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First **Last**
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First **Last**
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78682
Country* United States
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

1321854.001

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	460	460	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G3 GCC USL Unified	460

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	460	460	460	460

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
<p>Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:</p>	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	



Year 1 True-Up

Microsoft Enterprise Agreement				
Country of Inyo				
Date Updated	Enrollment #	Start Date	End Date	Due Date
5/13/2024	8085918	6/1/2023	5/31/2026	4/16/2024

Part Number	Description	Country of Use	Originating Qty	Pending Reservations	Total Qty	Currently Running Qty	Qty to True-Up	Price Each	Extended Total
Online Service Reservations									
Data in Reservations Tab									\$10,570.58
Enterprise Products and Online Services									
						0		\$0.00	\$0.00
						0		\$0.00	\$0.00
Additional Online Services									
3GU-00001	Defender O365 P1 GCC Sub Per User	United States	463	15	478		0	\$35.85	\$0.00
3PS-00001	Exchange Online Kiosk GCC Sub Per User	United States	2	5	7		0	\$42.06	\$0.00
3MS-00001	Exchange Online P1 GCC Sub Per User	United States	2	3	5		0	\$71.45	\$0.00
AAD-63092	M365 F3 Unified GCC Sub Per User	United States	3	3	6		0	\$163.22	\$0.00
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	United States	460	12	472		0	\$757.05	\$0.00
DDJ-00001	Power BI Pro GCC Sub Per User	United States	1	0	1		0	\$178.51	\$0.00
PF1-00002	Project P1 GCC Sub Per User	United States	1	0	1		0	\$178.75	\$0.00
7MS-00001	Project P3 GCC Sub Per User	United States	1	0	1		0	\$536.24	\$0.00
7VX-00001	Project P5 GCC Sub Per User	United States	2	0	2		0	\$983.11	\$0.00
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	United States	463	15	478		0	\$0.00	\$0.00
P3U-00001	Visio P2 GCC Sub Per User	United States	3	0	3		0	\$268.12	\$0.00
VRM-00001	Win OLS Activation User GCC Sub Per User	United States	460	12	472		0	\$0.00	\$0.00
						0		\$0.00	\$0.00
						0		\$0.00	\$0.00
Other Licenses / Services									
	Azure Monetary Commitment Provision	United States	1						
Year 1 Pretax True-Up total									\$10,570.58

True-Up pricing for perpetual licenses is a one time charge for the full license cost plus a prorated amount for Software Assurance coverage through the end of the agreement.
 Most Online Services can be reduced at the agreement anniversary date. Per the Microsoft Enterprise Agreement language, all reductions must be submitted no later than 30 days before the annual agreement anniversary date.



Online Service Reservations

Microsoft Enterprise Agreement				
County of Inyo				
Date Updated	Enrollment #	Start Date	End Date	Due Date
5/13/2024	8085918	6/1/2023	5/31/2026	4/16/2024

Part Number	Description	Reservation #	Usage Date	Qty Reserved	# Months	Price Per Month	Extended Total
Online Service Reservations							
3GU-00001	Defender O365 P1 GCC Sub Per User	24127610584793	5/6/2024	14	24	\$1.49	\$500.64
3MS-00001	Exchange Online P1 GCC Sub Per User	24127610584793	5/6/2024	2	24	\$2.98	\$143.04
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	24127610584793	5/6/2024	12	24	\$31.50	\$9,072.00
AAD-63092	M365 F3 Unified GCC Sub Per User	24127610584793	5/6/2024	2	24	\$6.80	\$326.40
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	24127610584793	5/6/2024	14	24	\$0.00	\$0.00
VRM-00001	Win OLS Activation User GCC Sub Per User	24127610584793	5/6/2024	12	24	\$0.00	\$0.00
3GU-00001	Defender O365 P1 GCC Sub Per User	24109284980444	4/18/2024	1	25	\$1.49	\$37.25
3MS-00001	Exchange Online P1 GCC Sub Per User	24109284980444	4/18/2024	1	25	\$2.98	\$74.50
AAD-63092	M365 F3 Unified GCC Sub Per User	24109284980444	4/18/2024	1	25	\$6.80	\$170.00
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	24109284980444	4/18/2024	1	25	\$0.00	\$0.00
3PS-00001	Exchange Online Kiosk GCC Sub Per User	24106370410231	4/15/2024	1	25	\$1.75	\$43.75
3PS-00001	Exchange Online Kiosk GCC Sub Per User	2496666455678	4/5/2024	1	25	\$1.75	\$43.75
3PS-00001	Exchange Online Kiosk GCC Sub Per User	23348844703692	12/14/2023	1	29	\$1.75	\$50.75
3PS-00001	Exchange Online Kiosk GCC Sub Per User	23120673027057	12/6/2023	1	29	\$1.75	\$50.75
3PS-00001	Exchange Online Kiosk GCC Sub Per User	23080374696810	8/3/2023	1	33	\$1.75	\$57.75
						Year 1 Pretax Reservation Total	\$10,570.58

Online Service Reservations are self-provisioned subscriptions added via the Microsoft VLSC portal throughout the agreement year. Microsoft charges for the number of full months between the start date of the subscription thru the agreement end date.



Annual Billing

Microsoft Enterprise Agreement				
County of Inyo				
Date Updated	Enrollment #	Start Date	End Date	Due Date
5/13/2024	8085918	6/1/2023	5/31/2026	4/16/2024

PO Number	Scheduled Bill		Description	Quantity	Price	Extended Amount	Coverage Start Date	Coverage End Date	Usage Country
	Date	Part Number							
6.84843E+15	6/1/2024	3GU-00001	Defender O365 P1 GCC Sub Per User	460	\$17.88	\$8,224.80	6/1/2024	5/31/2025	United States
6.84843E+15	6/1/2024	3MS-00001	Exchange Online P1 GCC Sub Per User	2	\$35.76	\$71.52	6/1/2024	5/31/2025	United States
6.84843E+15	6/1/2024	3PS-00001	Exchange Online Kiosk GCC Sub Per User	2	\$21.00	\$42.00	6/1/2024	5/31/2025	United States
6.84843E+15	6/1/2024	7MS-00001	Project P3 GCC Sub Per User	1	\$268.08	\$268.08	6/1/2024	5/31/2025	United States
6.84843E+15	6/1/2024	9EA-00273	Win Server DC Core ALng SA 16L	3	\$989.92	\$2,969.76	6/1/2024	5/31/2025	United States
6.84843E+15	6/1/2024	AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	460	\$378.00	\$173,880.00	6/1/2024	5/31/2025	United States
6.84843E+15	6/1/2024	P3U-00001	Visio P2 GCC Sub Per User	3	\$134.04	\$402.12	6/1/2024	5/31/2025	United States
7.36374E+15	6/1/2024	DDJ-00001	Power BI Pro GCC Sub Per User	1	\$89.28	\$89.28	6/1/2024	5/31/2025	United States
7.36374E+15	6/1/2024	PF1-00002	Project P1 GCC Sub Per User	1	\$89.40	\$89.40	6/1/2024	5/31/2025	United States
7.80831E+15	6/1/2024	7VX-00001	Project P5 GCC Sub Per User	2	\$491.52	\$983.04	6/1/2024	5/31/2025	United States
8.37591E+15	6/1/2024	3MS-00002	Exchange Online P1 GCC SU Exchange Online Kiosk Per User	3	\$14.64	\$43.92	6/1/2024	5/31/2025	United States
8.37591E+15	6/1/2024	AAD-63092	M365 F3 Unified GCC Sub Per User	3	\$81.60	\$244.80	6/1/2024	5/31/2025	United States
8.37591E+15	6/1/2024	3GU-00001	Defender O365 P1 GCC Sub Per User	3	\$17.88	\$53.64	6/1/2024	5/31/2025	United States
Annual Billing Total						\$187,362.36			

Amounts listed here are the upcoming annual invoices for the following agreement year. PO # listed is the same from the previous year and can be changed upon request.



Invoice Summary

Microsoft Enterprise Agreement				
County of Inyo				
Date Updated	Enrollment #	Start Date	End Date	Due Date
5/13/2024	8085918	6/1/2023	5/31/2026	4/16/2024

State	Description	Pretax Total	PO#
Draft	Year 1 Online Service Reservations Total	\$10,570.58	
Draft	Year 1 True-Up Total	\$0.00	
Final	Year 2 Annual Invoice	\$187,362.36	
Total Expected Invoice Amounts		\$197,932.94	

****All Purchase Orders are to be addressed to Dell****



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000154157703.1	Sales Rep	Kyle Berg
Total	\$185,858.28	Phone	(800) 456-3355, 6178557
Customer #	7071315	Email	Kyle_Berg@Dell.com
PO Number	C20021	Billing To	ACCOUNTS PAYABLE
Quoted On	May. 31, 2023		COUNTY OF INYO
Expires by	Jun. 30, 2023		PO BOX 477
Contract Name	Licensing Solution Provider Agreement		INDEPENDENCE, CA 93526-0477
Contract Code	C000000649501		
Customer Agreement #	PSA-0001524		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Kyle Berg

Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT COUNTY OF INYO INFORMATION SERVICES 168 N EDWARDS ST INDEPENDENCE, CA 93526 (760) 878-0293	Standard Delivery

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE VISIO ONLN P2 GCC SHRDSVR ALNG SUBSVL MVL PERUSR	\$134.04	3	\$402.12
VLA ENTERPRISE PROJECT P3 GCC SUB PER USER	\$268.08	1	\$268.08
VLA ENTERPRISE EXCHANGE ONLINE PLAN1G SHRDSVR PER USER MONTHLY SUBLIC ALL LANGS	\$35.76	2	\$71.52

VLA ENTERPRISE EXCHANGE ONLINE KIOSK G SHRDSVR MONTHLY SUBLIC PER USER ALL LANG	\$21.00	2	\$42.00
VLA ENTERPRISE WINSVRDCCORE ALNG SA MVL 16LIC CORELIC	\$989.92	3	\$2,969.76
VLA ENTERPRISE M365 E3 GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	\$378.00	460	\$173,880.00
VLA ENTERPRISE O365 EXCHG ATP FORGOV SHRDSVR ALNG SUBSVL MVL PERUSR	\$17.88	460	\$8,224.80
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	\$0.00	460	\$0.00

Subtotal:	\$185,858.28
Shipping:	\$0.00
Non-Taxable Amount:	\$185,858.28
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$185,858.28
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Shipping Group Details

Shipping To

RECEIVING DEPT
 COUNTY OF INYO
 INFORMATION SERVICES
 168 N EDWARDS ST
 INDEPENDENCE, CA 93526
 (760) 878-0293

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE VISIO ONLN P2 GCC SHRDSVR ALNG SUBSVL MVL PERUSR	\$134.04	3	\$402.12

Estimated delivery if purchased today:
 Jun. 07, 2023
 Contract # C000000649501
 Customer Agreement # PSA-0001524

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE VISIO ONLN P2 GCC SHRDSVR ALNG SUBSVL MVL PERUSR	AC602462	-	3	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE PROJECT P3 GCC SUB PER USER	\$268.08	1	\$268.08

Estimated delivery if purchased today:
 Jun. 07, 2023
 Contract # C000000649501
 Customer Agreement # PSA-0001524

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE PROJECT P3 GCC SUB PER USER	AC602465	-	1	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE EXCHANGE ONLINE PLAN1G SHRDSVR PER USER MONTHLY SUBLIC ALL LANGS	\$35.76	2	\$71.52

Estimated delivery if purchased today:
 Jun. 07, 2023
 Contract # C000000649501
 Customer Agreement # PSA-0001524

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE EXCHANGE ONLINE PLAN1G SHRDSVR PER USER MONTHLY SUBLIC ALL LANGS	AC602464	-	2	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE EXCHANGE ONLINE KIOSK G SHRDSVR MONTHLY SUBLIC PER USER ALL LANG	\$21.00	2	\$42.00

Estimated delivery if purchased today:
 Jun. 07, 2023
 Contract # C000000649501
 Customer Agreement # PSA-0001524

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE EXCHANGE ONLINE KIOSK G SHRDSVR MONTHLY SUBLIC PER USER ALL LANG	AC602463	-	2	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINSVRDCORE ALNG SA MVL 16LIC CORELIC	\$989.92	3	\$2,969.76

Estimated delivery if purchased today:
 Jun. 07, 2023
 Contract # C000000649501
 Customer Agreement # PSA-0001524

Description	SKU	Unit Price	Quantity	Subtotal
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VLA ENTERPRISE WINSVRDCCORE ALNG SA MVL 16LIC
CORELIC

AC602459

- 3

-

Quantity

Subtotal

**VLA ENTERPRISE M365 E3 GCC UNIFIED SHRDSVR ALNG
SUBSVL MVL PERUSR**

\$378.00

460

\$173,880.00

Estimated delivery if purchased today:
Jun. 08, 2023
Contract # C000000649501
Customer Agreement # PSA-0001524

Description

SKU

Unit Price

Quantity

Subtotal

VLA ENTERPRISE M365 E3 GCC UNIFIED SHRDSVR ALNG
SUBSVL MVL PERUSR

AC602460

- 460

-

Quantity

Subtotal

**VLA ENTERPRISE O365 EXCHG ATP FORGOV SHRDSVR ALNG
SUBSVL MVL PERUSR**

\$17.88

460

\$8,224.80

Estimated delivery if purchased today:
Jun. 08, 2023
Contract # C000000649501
Customer Agreement # PSA-0001524

Description

SKU

Unit Price

Quantity

Subtotal

VLA ENTERPRISE O365 EXCHG ATP FORGOV SHRDSVR ALNG
SUBSVL MVL PERUSR

AC602461

- 460

-

Quantity

Subtotal

**VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT
GCC SUB**

\$0.00

460

\$0.00

Contract # C000000649501
Customer Agreement # PSA-0001524

Description

SKU

Unit Price

Quantity

Subtotal

VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT
GCC SUB

AC602467

- 460

-

Subtotal: \$185,858.28
Shipping: \$0.00
Estimated Tax: \$0.00

Total: \$185,858.28

Important Notes

Terms of Sale

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AGENDA ITEM REQUEST FORM

June 18, 2024

Reference ID:
2024-479

Acceptance of Library of Congress Teaching with Primary Sources Grant "Cowboys and Cowgirls of Payahuunadu"

County Administrator - Museum

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Shawn Lum, Museum Administrator

RECOMMENDED ACTION:

Ratify and authorize the acceptance of a grant from the Library of Congress Teaching with Primary Sources program through the Metropolitan State University of Denver for the Eastern California Museum for the period of April 2022 through June 30, 2024 (as amended), for \$25,000.

BACKGROUND / SUMMARY / JUSTIFICATION:

During the heart of the COVID pandemic, a local community group formed to study untold and underrepresented Indigenous history in the Owens Valley. Eastern California Museum Administrator Shawn Lum worked with this group, The Lone Pine Working Group, to apply for a grant through the Library of Congress Teaching with Primary Sources program. The grant is titled "Cowboys and Cowgirls of Payahuunadu." The project is designed to empower Indigenous youth to record the stories of Indigenous elders whose lives and work are associated with ranching, packing, livestock, and other related fields in the local area. The grant was awarded to Eastern California Museum, and subsequently extended to June 30, 2024. The oral histories will be recorded, documented, and archived at Eastern California Museum.

FISCAL IMPACT:

Funding Source	Grant funded	Budget Unit	077000
Budgeted?	Yes	Object Code	4555
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Grant funds will cover all expenditures, no fiscal impact.			
Future Fiscal Year Impacts			
Additional Information			

The grant award has an "in-kind" match requirement met by ECM staff time and community member time. No additional Inyo County funds are impacted.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could elect not to ratify the contract. This is not advised, as the Eastern California Museum has been performing the work funded by this grant agreement since 2022, and not ratifying the acceptance of the grant would prevent the museum from invoicing for grant re-imbursable expenses.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Library of Congress Grant

APPROVALS:

Shawn Lum	Created/Initiated - 6/7/2024
Darcy Ellis	Approved - 6/10/2024
Shawn Lum	Approved - 6/10/2024
John Vallejo	Approved - 6/10/2024
Amy Shepherd	Approved - 6/11/2024
Nate Greenberg	Final Approval - 6/12/2024

April 22, 2022

Shawn Lum
Eastern California Museum
155 N. Grant Street, P.O. Box 206
Independence, CA 93526

Shawn,

Thank you for submitting your grant proposal on behalf of the Lone Pine Working Group for a Teaching with Primary Sources regional grant. We have reviewed your application and found it to be well written and well conceived. We would like to fund your project *Cowboys and Cowgirls of Payahuunadu* in the amount of \$25,000.

We are excited about the opportunity to partner with your organization as you implement your proposed project. We trust the resources at the Library of Congress will be a great asset to you and your participants throughout the grant cycle.

We look forward to supporting the work of your team and will enjoy hearing about your progress along the way.

Grant recipients are required to submit quarterly progress reports and participate in periodic conference calls. All funding reimbursements will be in accordance with your approved project plan and budget, which are attached. The deadline for expending funds is June 30, 2023.

We look forward to working with you and will be in touch in the near future to arrange for a time to kick-off the project and answer any questions you may have.

Sincerely,



Peggy O'Neill-Jones
TPS Western Region Executive Director
Library of Congress Teaching with Primary Sources
Metropolitan State University of Denver



METROPOLITAN
STATE UNIVERSITYSM
OF DENVER

Approved Project Plan and Budget - TPS WR 4-22-2022
See Addendum A for Additional Details

Shawn E. Lum
Museum Administrator



shlum@inyocounty.us
760-878-0258

INYO COUNTY
Eastern California Museum
155 N. Grant Street, P.O. Box 206, INDEPENDENCE, CA 93526
www.inyocounty.us/ecmuseum

See Addendum B for
updated timeline and no-
cost extension until
6-30-2024 (Approved
4-24-2023 TPS Western
Region

December 16, 2021

Dear Keith,

Since our initial conversations, I have changed positions and am now representing Eastern California Museum as the lead organization for the Lone Pine Working Group Library of Congress Teaching with Primary Sources grant application.

Attached are the application narrative, project timeline, budget and 3 letters of support for the grant request.

Thank you for all of your support thus far on this application process. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Shawn E. Lum, Museum Services Administrator
Eastern California Museum

Project narrative: Cowboys and Cowgirls of Payahuunadü

The upending experience of the pandemic, not yet over, has given many Americans the sense that fundamental change of different kinds is needed. We face many unanswered questions about our history as a nation, and about our present and future.

The Lone Pine Community Working Group, from Lone Pine, California, convened over Zoom at the beginning of the pandemic to meet and grapple together with some of these questions, among them: how do we define the West? Where do these iconic ideas come from? How are they represented in our culture? Whose stories are told, and whose are left out? The LPCWG is a diverse community-based group that comprises tribal leaders, teachers and former teachers, local archaeologists, artists, National Park Service personnel, UC Berkeley faculty and students, administrators from local museums, and Lone Pine residents. Although it is a tiny town in California's rural Eastern Sierra, Lone Pine embodies some of the major issues our culture now faces. How can we explore a more accurate history, in the face of deeply entrenched beliefs? How can voices be amplified that have been unheard?

While the LPCWG began as a discussion group, we are now looking to develop our work together further by applying for a grant under the exciting new guidelines and new opportunities introduced this year by the Library of Congress's Teaching with Primary Sources Program.

We propose a primary source research project, combining oral history and archival research, on the unheard histories of Native Cowboys and Cowgirls whose lives and history intersect with those of pioneers and settlers, film directors and actors. This rich history is held in living memory in the Owens Valley and can also be found in archival sources.

Located in a remote area east of the Sierra Nevada, the Valley is home to five federally recognized Tribal Nations. Within living memory, Lone Pine High School was unaccredited because it lacked a library. Based in a traditionally underserved area, our project will encourage students, teachers, and Valley residents to access and use primary sources on the LoC website. In addition, our work will hopefully expand LoC and local collections about Indigenous people and increase the diversity of experiences reflected in our historical record.

The West is an iconic place in the American imagination. The striking and beautiful Owens Valley, known as Payahuunadü to its Native peoples, has been used for decades by the film industry as visual shorthand for the "open and

empty, unclaimed Western wilderness.” But the Valley has also a deep and compelling history of Native cowboys and cowgirls: rodeo champions, stuntmen, packers, and ranch workers. With a TPS grant, we aim to bring these stories to light for our young people, visitors, and residents.

FIRST PHASE OF PROJECT: ORAL HISTORIES AND ARCHIVAL RESEARCH

The first part of the project will involve a workshop mentoring local Paiute-Shoshone youth to conduct oral histories with family and Tribal members, enabling them to connect with their history and culture. This youth workshop participants will also learn to navigate the existing online LoC collection and draw on both TPS resources and the StoryCorps project. The group will range in age from 13-18. Already several young people have made a commitment (list attached in appendix).

While this history may be largely undocumented, it is not unknown. Our oral history workshop will train the selected group of local Native youth to record and document family histories. The Lone Pine Community Working Group has several members who are especially skilled and prepared for this oral history project. Kathy Jefferson Bancroft, the Lone Pine Paiute-Shoshone Tribal Historic Preservation Officer, has conducted several such workshops in the past. Assisting Kathy will be Bill Helmer, also a member of the group, former Tribal Historic Preservation officer for the Big Pine Paiute Tribe and the recipient of the Secretary of the Interior Historic Preservation Award, who has recorded many oral histories with Tribal members. Bill has also extensive archival training and will help the youth Oral History group navigate archival collections, both in local institutions and on the Library of Congress website. In addition, Alisa Lynch, another member of our Lone Pine group and Director of Interpretation at Manzanar National Historic Site, has offered her assistance with recording equipment and oral history training. The making and recording of these family histories will not be simply to gain information. A primary goal will be to enable young Tribal members to connect to and value their history and culture. These young people will learn how Indigenous stories relate to the larger history of the West, and their work together will help to build community and reach multiple audiences through storytelling and celebration of shared history and local culture.

The workshop members will be given the opportunity to reflect on their work at several different stages of the project. These gathered reflections will be in varied formats—written, visual, social media—and will provide an overall assessment of the project’s impact on them.

Finally, the Owens Valley is rich with museums and cultural institutions. One of the most central is the Eastern California Museum, located in Independence. Shawn Lum, a longtime member of our Lone Pine group, has recently been named its director. The museum will serve as the project's fiscal sponsor. The museum's holdings of Native artifacts, photographs, and oral histories are deep and extensive, yet its outreach traditionally has not been oriented towards the Native community, from which these holdings originate. Like many cultural institutions, the Eastern California Museum, under the guidance of its new director, is now asking how best it can broaden its audience and serve its community, especially the Native communities in the Valley. This project will be part of that new outreach and orientation.

These oral histories will form the basis for a new archive of Indigenous history based in the Valley. This archive will be a public resource, based with the Tribes and their Cultural Centers, and shared with institutions like the Eastern California Museum and the Bancroft Library at UC Berkeley. Embedded links to the Library's TPS online resources and to local exhibits and archives will encourage deeper engagement with Indigenous stories and help us broaden our concepts about the American West and American identity. With our project, we aim to highlight not only Native Cowboys and Cowgirls for residents and visitors, but also show how the resources of the Library of Congress can be used even in remote settings.

SECOND PHASE OF PROJECT: PUBLIC STORY READING

Once the oral histories have been compiled, the second phase of the project will take place. We imagine a creative event that will bring these stories to life: a staged public reading of sections of these oral histories. The students and their interviewees will choose which stories to share. Teena Pugliese, one of the Lone Pine group members, is an experienced performance artist, filmmaker, and director known for her work with Native youth at Standing Rock. Teena will help the students create and stage their readings. The production will also draw on archival photographs to project during the performance, as well as selected artifacts to display on the stage. The public will be invited, with potluck meals to encourage a community feeling.

These readings will not be elaborate or require extensive staging and will be held at venues like the local high school, Tribal Cultural Centers, and local museums. These performances will also travel up the Valley to other towns with Tribal communities, like Independence, Big Pine and Bishop, serving as inspiration for similar projects. Sustainability is built into this project, as we expect that

grassroots interest from the Tribal communities will lead to continuing the oral histories workshops and building the archive. In addition, public participation will be invited. Audience members will be interviewed after the event by project participants and their responses will be gathered. These responses will provide a sense of the impact of the project on the community.

The goal is to structure for attendees and participants a personal encounter with history, thus making the past come alive. Through the public reading, we intend to engage residents and visitors to learn about Indigenous history (and continued presence) in Owens Valley. We also hope to deepen awareness of our connections with the land and with each other and enrich ideas about American identity and culture.

Conclusion

Not all American history is present in our textbooks. The deep resources of the Library of Congress help us to see a richer, more complex American story. We hope to do the same in this rural Western place, to make visible narratives and stories that remain largely unknown.

Over 400 Western movies and TV shows have been filmed in Lone Pine and the immediately surrounding landscape. Many of these films and shows have helped to shape dominant ideas about the West in the American imagination. Yet none of these films or TV shows has ever attempted to show another existent history—the Native cowboy/cowgirl, rancher, and packer. Native cowboys and stuntmen were essential to the movie industry. Native cowboys and ranchers have been essential to the Valley's economy. Native packers helped to open the Sierra to the environmentalists of the Sierra Club and other organizations. Yet this history is largely invisible.

"I never could relate to the 'cowboys vs. Indians' themes represented in Hollywood movies and textbooks," shared a member of the Lone Pine Community group who is also from the Paiute-Shoshone Tribe. "Many of my family and most of the Indians I knew growing up, were cowboys." Another Lone Pine community group participant and Tribal member has said, "My grandpa was well known as a horse trainer and wrangler, and when I was little, I would look at the huge billboard on Highway 395 with the 'Marlboro Man'—and I just thought that was my grandpa." These Indigenous histories create a compelling case for greater understanding of the lives of Native cowboys and cowgirls that create a more nuanced perspective. These stories and others like them are a vibrant and living part of American history that we feel would enrich commonly held beliefs about the West.

SHAWN ELIZABETH LUM

Eastern California Museum

Office: (760) 878-0258 Cell: (707) 301-0957
shlum@inyocounty.us

PO Box 206
155 N. Grant St.
Independence, CA 93545

I am a dedicated museum executive director now working at the **Eastern California Museum** in Independence, CA. I am also a recent past President of the California Association of Museums (CAM), a position of Board service elected by peers from across the State. During my tenure as CAM President, we successfully implemented a dedicated license plate program (featuring Snoopy by Charles Schultz) now supporting a grant program benefitting California museums with our State partner, the Department of Natural Resources. During my CAM board tenure, I also co-chaired a state-wide Collaborative Learning Networks project funded through the Institute of Library and Museum Services.

I have effectively collaborated on regional and field-wide projects such as museum legislative advocacy, local community activities and history programs. I am currently on the Alabama Hills Stewardship Group board, have participated in Eastern Sierra Interpretative Association programs, and work with local stakeholders on an ongoing Lone Pine Working Group to increase understanding of Owens Valley (Payahuunadü) history and culture.

EDUCATION

BA

University of California at Davis, Graduated, 1984
Bachelor of Arts in Costume History, Art History Department

EXPERIENCE

Eastern California Museum, Museum Administrator (10.01.2021- present)

Plan and execute all museum operations, activities and interpretation. Prepare and manage annual operating budget, grants and financial sustainability for the museum on behalf of Inyo County. Coordinate programs for expansion of audience and improved visitor experience. Manage collections care, archives and library with policies and procedures guided by best practices in the museum field. Promote the museum in the community and collaborate with regional partners on history related projects.

Museum of Western Film History, Executive Director (2018-2021)

Fully responsible for implementing the Museum's mission, translating the value of regional film production history and local culture into programs, exhibits and the annual Lone Pine Film Festival.

Vacaville Museum, Executive Director, (1996-2018)

Produced 45 gallery exhibitions of collections-based community topics by working with diverse communities of stakeholders, sponsors, professional staff, elected officials, media, and volunteers to maintain professional curatorial standards, implement exhibits on time and on budget, and support the vision of the Vacaville Museum Foundation and its Board of Directors.

- Collaborated with the Yoche Dehe Wintun Nation to produce *Little Bits, Big Picture*, a gallery exhibition and public programs series, which marked the first time this sovereign Nation worked with a non-tribal partner to share their story
- Secured Vacaville City Council and Solano County Board of Supervisors' financial support for public programs and collections management
- Negotiated legal and financial commitments for a non-profit learning center (historic Harbison House) within a for-profit development site (Nut Tree Family Park)

- Managed a \$800,000 capital campaign for Harbison House historic building restoration
- Secured grants, donations and fundraising required to meet annual operating budget
- Promoted museum activities through special programs, press releases, and production of marketing materials
- Spokesperson for the museum among local and regional partnerships, educators, civic leaders, and groups
- Facilitated long-range business and strategic plans in line with established Vacaville Museum Foundation goals

**PRESENTATIONS AND
INVITED LECTURES**

Presenter *Re-imagining Museums in the 21st century* at the 2007 California Association of Museums conference, describing the role of historic assets in achieving success in a local/regional tourism district

Speaker and presenter Eastern Sierra Interpretive Association Annual History Conference, October, 2020

Visit Vacaville Board Member and Treasurer

**PROFESSIONAL
TRAINING**

California Consortium for Arts Education, Crocker Art Museum, 1998
Summer Program Certificate in Disciplined Based Art Education

**PROFESSIONAL
SERVICE &
AFFILIATIONS**

California Association of Museums Board Member 2009 – 2017

President, Board of Directors, 2015 – 2016

Board Executive Committee, Secretary, 2010 – 2015

Co-Chairwoman, Collaborative Learning Networks Committee 2012 – 2015

Past President, Chairwoman Board Nominating Committee 2016 – 2017

Co-Chairwoman Program Committee 2010 – 2012

COMMUNITY SERVICE

Lone Pine Working Group, Member (Seminar on the West), (current)

Alabama Hills Stewardship Group, Board Member (current)

Solano County Museum Consortium, Founding Member

American Association of Museums California Advocacy Representative, US Congress, 2015

Solano Economic Development (Technical Data), Committee Member

Visit Vacaville (Tourism board), Board Member and Treasurer

Additional information about Key Project Personnel and
Authorized Financial Representative in Addendum A

Project team:

---**Kathy Jefferson Bancroft** Tribal Historic Preservation Officer for the Lone Pine Paiute-Shoshone Tribe, and Tribal Environmental Monitor for Patsiata (Owens Lake) and Payahuunadü: *Supervisor of training for Oral History groups for local Native youth, Tribal liaison, and overall supervisor of grant project*

---**Shawn Lum**, Director of Eastern California Museum: *Fiscal sponsor, supervisor of outreach, and PI for the grant*

---**Bill Helmer**, former Tribal Historic Preservation Officer for the Timbisha and Big Pine Paiute Tribes and recipient of the Secretary of the Interior Preservation award: *Supervisor of archival research training for Oral History groups and Assistant for Oral History training*

---**Chantal Walker**, Ph.D. graduate student in History, UC Davis: *Assistant for archival research training for Oral History groups*

---**Alisa Lynch**, Director of Interpretation at Manzanar Historic Site: *Assistant in training Oral History groups*

---**Teena Pugliese**, performance artist and filmmaker: *Project documentarian and director of staged public readings of oral histories*

---**Pat Steenland**, Lecturer in American Cultures, UC Berkeley, and TPS Consortium member: *consultant to the project and team*

---**Supporting Members of Lone Pine Community Working Group:**

Charlotte Lange, Chairperson of the Mono Lake Kutzadika Tribe

Esther Hampton, parent, educator, and member of the Lone Pine Paiute-Shoshone Tribe

Kiana Maillet, MPA, LCSW, Lecturer in American Indian Studies Dept. at CSU San Marcos, Doctoral Candidate at UCSD, and member of the Lone Pine Paiute-Shoshone Tribe

Jolie Varela, founder of Indigenous Women Hike and member of the Tule River Tribe

Mary Farrell, Lone Pine resident and archaeologist

Lynn Johnson, Independence resident, member of the Friends of the Eastern California Museum, ethnographer and archivist

Chris Langley, Owens Valley Film Commissioner, retired teacher and member of the Inyo County School Board

Linda Hubbs, Lone Pine resident, retired teacher, Manzanar and ECM volunteer

Andrew Wickman, Lone Pine resident, artist and former teacher

Nicholas Dawson, Community Volunteer Ambassador at Manzanar and member of the Lone Pine Paiute/Shoshone Tribe

Sophia Borgias, Assistant Professor of Environmental Studies at Boise State University, human-environment geographer and researcher of the Valley's water history and land displacement

Sage Alexander, UC Berkeley undergraduate, member of Mellon-sponsored research project with LPCWG, journalist

Sera Smith, UC Berkeley undergraduate, member of Mellon-sponsored research project with LPCWG, journalist

Project outline and timeline:

Additional information about Project Plan in Addendum A

Outline for Oral History Student Workshops:

1. Orientation

All interested and potential students will gather to learn about the project, timeline and expectations. This could be either in person or on Zoom depending on the virus status and other logistics.

2. Intro to Interviewing – Kathy Bancroft & Alisa Lynch

Students will be introduced to the intent of the project by reflecting on their own lives, learning about the people they will be researching and what they would like to know about them.

3. Research Techniques – Bill Helmer & Chantal Walker

Students will learn methods of research, including local sources to those available on the internet from large institutions such as the LoC and Bancroft Library.

4. Recording Equipment – Teena Pugliese

Hands on learning will take place with audio and visual devices for students to carry out interviews as they see needed.

5. Interview Planning – Bill Helmer & Lynn Johnson

Schedule interviews and determine questions to be asked. Explore specific interviewing techniques and methods.

6. Performance

Updated Timeline in Addendum A - Project Extension Details in Addendum B

~~**Timeline for project:**~~

~~**December 2021**~~

~~**Meet with potential students, Workshop 1**~~

~~**January 2022**~~

~~**Workshops 2 & 3**~~

~~**Begin Research**~~

~~**February 2022**~~

~~**Workshops 4 & 5**~~

~~**March 2022**~~

~~**Begin Interviews, Workshop 6**~~

~~**June 2022**~~

~~**Archive interviews and begin sorting out the stories that need to be told.**~~

~~**August/September 2022**~~

~~**Live presentation**~~

Project budget

Updated Budget in Addendum A

Library of Congress Teaching with Primary Sources Grant Application Budget Cowboys and Cowgirls of Payahuunadu

Project Expense	Grant amount	MATCH	\$
Project Lead Organizer (Kathy Bancroft)	\$	4,000.00	-
Interviewees stipends(\$100.00per interview)	\$	3,000.00	
Student stipends (\$500.00X7)	\$	3,500.00	
Oral histories digital archival transcriptions/data storage	\$	1,000.00	
Oral history Research(Bill Helmer& Lynn Johnson)	\$	3,500.00	
Project management (GSI) Chantal Walker, Sage Alexandre	\$	1,500.00	-
Oral histories workshops materials, journals, pens, micro	\$	1,000.00	
Creative Director & Project Documentarian (Teena Puglie)	\$	3,000.00	
Performance event expense/audio/visual/staging	\$	3,000.00	
Performance program catering, local vendors	\$	1,500.00	
Tribal buildings/project use and Event			\$500.00
Event documentation/recording			\$ 750.00
Museum staff time, ECM and Manzanar staff		\$ 2,500.00	\$50X50 hours
Manzanar NPS oral histories equipment		\$1,500.00	
Community volunteer hours/project research		\$ 5,708.00	\$28.54X200 hours
	\$	25,000.00	\$ 10,958.00

Budget explication

As indicated in the narrative, this project perhaps takes on a different shape than the usual grant proposal, as the project is Indigenous-led and Indigenous-centered. Our different priorities are reflected in the budget as well. Indigenous knowledge resides within the community, especially with elders. The academic world may at times take this knowledge for granted or assume that it is there for the taking. In contrast, we prioritize the community members, both elders who possess the knowledge and the youth who will record and preserve it. The first part of the project, the oral history archive, will be created by the community. Our budget reflects the enormous value of their contribution.

In addition, for the project's second part, the public sharing of these histories, we prioritize the act of storytelling. We hope to document the entire project through visual storytelling and recorded voices. Story is one of the most powerful means to communicate with and reach people. We intend to place emphasis on the creative work needed to tell and present our stories.

While the project teams will need various kinds of equipment for this project, most of it will be supplied by in kind donations and sharing. Our budget reflects instead the emphasis we wish to place on community knowledge and shared creative storytelling.



Mono Lake Kutzadika^o Tribe

P.O. Box 237, Lee Vining, CA 93541


December 12, 2021

I am writing to support the application of the Lone Pine Community Working group for a teaching with primary Sources grant. Kathy Jefferson Bancroft, the project lead, is someone I have known my entire life. She is a renowned and respected tribal elder and leader who is on the front lines for her community. Kathy brings worlds together---she is a uniter and a connector. In this project, she has brought together tribal elders and youth, university people, local scholars and museum officials, to work together on this project. It is a unique partnership and a model that offers hope during a fractured time. It is the best way to begin to tell a more complete American story.

Also, there is urgency and need for this project. Our elders still remember the Native cowboys and cowgirls of their youth. There are so many wonderful and rich stories that have not been told or shared. This is the right moment to try to capture these stories before they are lost to passing time. And it is important that the work is done by the young people of the community, who will thus themselves become part of this important history.

With Kathy at the helm, the Native community in the Valley will support this project. People will have a sense of pride in participating in a project with the Library of Congress. Young people from the community will have a new sense of possibility and opportunity that may never have occurred to them before.

Sincerely,


Charlotte Lange
Chairperson
Mono Lake Kudzadika Tribe



December 5, 2021

I am writing in enthusiastic support of the Lone Pine Community Working Group's application for a Teaching with Primary Sources grant from the Library of Congress. I have been working with the group for eighteen months. The group began with thoughtful probing discussions of our culture's conventional stereotypes of the West. Given that the group is based in Lone Pine, California, the place where the movie industry created the Western genre, these residents have deep personal experience with these conventions. They also are more than keenly aware of how little these notions have to do with the history and lived reality of that place and its inhabitants. The group addressed these questions: How is it that a history becomes lost or silenced? How can it be brought back into view? Over time, their ideas took shape. Wanting to engage the young people of the area, and also to introduce them to the resources of the Library of Congress, the group conceived the project described in the application: the creation of an oral history archive detailing the fascinating yet unseen history of the Native cowboys and cowgirls in the region. This would be accomplished by mentoring young people in a workshop introducing them to oral history and archival research, and helping them to interview elders in their families for whom this history is personal.

The strengths of this exciting project are multiple. For one, the project is indigenous-led and indigenous-centered. It is not conceived along the typical university "research" model, by which a scholar in a discipline comes to interview people in the Native community, and the resultant knowledge then enters the academic world without really connecting to the community. Instead, this project is community-centered. The oral tradition is still vibrant and strong in the area, and the traditional method of conveying knowledge is through storytelling, from elder to youth. At the same time, oral histories are considered authentic primary sources within the academic world. In this way, the young people will participate in an activity that will strengthen familial and cultural ties while also providing them with valuable research skills. In sponsoring this project, the Library of Congress would not only be able to extend its resources to a community that is traditionally underserved—the Library would also be enriched by this creation of a new archive of Native oral histories.

While the project is community-based, it is also conceived as a public project, with the created knowledge meant to be shared with the community. Once the archive is created, the group plans a creative event involving the storytelling of these histories, shared with the public. This exciting event would reach many people in the area. What is proposed is simple, elegant, sustainable—and powerful. The project relies on the deep power of story and personal connection to history. I believe it would be an exciting new model for the TPS program that could help point the way for other similar American communities in the future. I recommend their application without reservation.

Sincerely,

Patricia Steenland
Lecturer, American Cultures, UC Berkeley
TPS Consortium member



COUNTY OF INYO
ADMINISTRATOR'S OFFICE
LESLIE L. CHAPMAN
COUNTY ADMINISTRATIVE OFFICER



December 16, 2021

I am writing to support the Lone Pine Community Working Group for a Teaching with Primary Sources grant. The County of Inyo operates and holds in public trust the history and cultural stories of the Eastern Sierra region in its Eastern California Museum. Since 1928, the museum has collected valuable historic artifacts, records and oral histories pertaining to the landscape and communities of the region. With five federally recognized Native Tribes in Inyo County, the intersecting, and sometimes conflicting experiences, of First People's communities are significant to the understanding of local history. Stories known to Lone Pine Paiute-Shoshone Tribal members include knowledge of Indigenous ranching, packing, sheepherding and horsemanship that extends back several generations amongst Tribal members, alongside many well-documented ranching families of European settler descent. Ranching and mining were the primary economic industries of the Owens Valley since California's statehood in 1850, yet the participation, skill and contributions of Paiute-Shoshone cowboys and ranchers are under-represented in existing primary research and teaching materials. Preserving these stories is critical to understanding the multi-layered history of Inyo County.

Inyo County is the second largest county by area in California and is both a remote and truly rural area of California. This vast area geographically is sparsely populated, with the most recent (2020) census recording only 19,016 residents in a 10,192 square mile area (1.8 residents per square mile). 10.4% of Lone Pine Unified School District students are identified as American Indian, mostly local Paiute and Shoshone people. 74% of the students in the Lone Pine Unified School district are identified as socioeconomically disadvantaged. With the 20th century decline in mining and ranching, Inyo County is an economically fragile area, depending mostly on tourism. Collecting, preserving, and making available primary sources through a Library of Congress grant will fill a challenging gap in the understanding of the history of local people and place.

As a County museum and as the largest steward of historical resources in Inyo County, the Eastern California Museum is honored to be a collaborator on this important project, and sees it as a model, or even pilot project, for future knowledge collaborations.

Sincerely,

Leslie L. Chapman

Leslie L. Chapman,
Administrator
County of Inyo

EL CAMINO SIERRA

P O Drawer N, Independence, CA 93526
VOX (760) 878-0292 • FAX (760) 878-0465
lchapman@inyocounty.us

Additional Letters of Support in Addendum A

Addendum A

Approved TPS WR 4-22-2022

Goals: These stories and experiences of Indigenous cowboys and cowgirls are limited to a human lifetime unless they are recorded in some format. This project allows us to capture these stories before they are lost.

This project will:

1. Outreach to tribal youth, through contacts with families and organizations, to create an oral history archive on the Indigenous cowboys and cowgirls of the Owens Valley

How to reach goal: already seven young people from the Valley, Tribal members and members of ranching families, have joined the project through successful outreach (see attached list of participants)

2. Preserve stories not recorded by published books and articles, or museum archives, and preserve the indigenous cowboy experience for families, tribal members, local residents and museum visitors by utilizing first person accounts

How to reach goal: already 45 possible oral history subjects have been identified, for students to choose and pursue (see attached)

3. Conduct roughly 10 in-depth oral history interviews (totaling between 40 and 50 hours)

How to reach goal: Participants will complete 24 hours of formal instruction with subject matter experts Bill Helmer, Lynn Johnson, and Alisa Lynch (see personnel)) to gain an overview of original research, existing resources, and oral history practices.

Over a series of eight two-hour workshops, students will learn about the skills required for the successful completion of the entire interview process which includes: pre-interview, interview, and post-interview. The sequential workshops will take beginning late April 2022.

Before the actual dates of the pre-interview, interview and post interview workshops, students will be introduced to the Teaching with Primary Sources Program, the Primary Source Evaluation Sheet, the Historical Thinking Chart and the Right Question Institute Protocol. They will also be introduced to examples of oral histories from the Library of Congress archives and from Manzanar Historic Site. They will also be introduced to the Story Corps Project and will be asked to select and present on a specific Story Corps interview.

4. Enable young Tribal members to connect to and value their history and culture.

How to reach goal: Participants will learn through the process of creating the archive new family and cultural history that pertains to them, increasing their knowledge and sense of connection to Valley history. Participants will also learn how Indigenous stories relate to the larger history of the West,

5. Professionally transcribe all interviews

How to reach goal: Completion of transcription, with instruction provided by Bill Helmer and Teena Pugliese

6. Archive the oral histories at tribal community centers, the Eastern California Museum, and the University of California, Berkeley, Bancroft Library.

How to reach goal: depositing the transcribed oral histories at tribal centers, the Eastern California Museum, and the University of California, Berkeley, Bancroft Library (all of which have expressed interest)

7. Utilize the oral histories in current and future tribal projects and programs, providing access for families, researchers, and the public, and making history accessible to future generations
How to reach goal: an exhibit planned by the Eastern California Museum once the oral history archive is complete, to showcase existing Museum artifacts made by Indigenous cowboys and cowgirls in conjunction with the recorded oral histories. These artifacts have never been showcased by the Museum as part of the history of the Indigenous cowboy.

8. Document the project visually and through written reflections from participants
How to reach goal: participants will create an ongoing set of personal written reflections, responding to prompts set at each workshop, culmination in a final reflection in which the students are asked to reflect on learning experiences. Filmmaker Teena Pugliese, an experienced performance artist, filmmaker, and director known for her work with Indigenous youth at Standing Rock, will document workshop sessions through film and will instruct students in other media now used by young people to record personal experience (like TikTok). Students will be taught to use recording and visual equipment (see workshop schedule)

9. Hold a public event in a local venue that will showcase selected stories from the completed archive

How to reach goal: a staged public reading of sections of these oral histories at the local high school. The students and their interviewees will choose which stories to share. Teena Pugliese will help the students create and stage their readings. The production will also draw on archival photographs to project during the performance, as well as selected artifacts to display on the stage. The event will be publicized by word of mouth, flyers, posters, online (Facebook, etc.) and also through a weekly 1200 word column in the Inyo Register offered to the Lone Pine Community Working group by the publisher.

Additional questions:

- **how will materials will be disseminated by the project partners?**

They will be publicly disseminated at the high school performance. They will be disseminated through being archived at institutions like Tribal Centers, the Eastern California Museum and the Bancroft Library. They will be publicly disseminated by becoming part of exhibits like the one planned for the Eastern California Museum. In addition they have the potential to be included in exhibits in other Valley institutions, like Manzanar National Historic Site.

- **How will local teachers and educators be reached by this project?** Local teachers and educators will be invited to the two public events connected to this project. A separate invitation will be extended to teachers to attend the exhibit at the Eastern California Museum featuring excerpted oral histories and the items having to do with Indigenous

cowboys and cowgirls. Teachers will be introduced to the resources from the Teaching with Primary Sources Program, including the Primary Source Analysis Tool, the Historical Thinking Chart, and the protocol from the Right Question Institute. Teachers will be encouraged to reflect and discuss on how these tools could be used in their classrooms, and how this oral history project could be continued with their students. Teachers will also be invited to attend the public staged event with their students, and will be encouraged to have their students reflect on this event.

- **what are strategies the project partners will use to continue the work of the project?** Sustainability is built into this project, as grassroots interest from the four Tribal communities will lead to economic support from the tribes to continue building the oral histories workshops and building the archive. In addition, local businesses which in the past have contributed to community projects and to supporting local youth will be included in outreach.

- **How will you determine if you met your project goals and objectives?**

The creation of the archive itself will meet goals 1-5 as listed above. In addition, through their ongoing and complete set of written reflections, including a culminating essay, participants will document goal 4 upon the completion of the oral history archive: **“to enable young Tribal members to connect to and value their history and culture.”** Archiving the oral histories at planned centers will meet goal 6. The planned exhibit at the Eastern California Museum will meet goal 7. Teena Pugliese’s completed documentary will meet goal 8. The public performance will meet goal 9. Students will also be given preliminary and post project surveys, to assess learning goals (surveys included).

Additional Information about Project Personnel

Key personnel

Kathy Jefferson Bancroft, Tribal Historic Preservation Officer for the Lone Pine Paiute-Shoshone Reservation

As the Tribal Historic Preservation Officer for the Lone Pine Paiute-Shoshone Reservation, Kathy's primary focus is the preservation of the culture, traditions and history of her Tribe. She has spent the majority of her life working with youth, both on and off the Reservation. Interviews with elders have been vital to several projects she has done, including the nomination of the Patsiata Historical District to be listed in the Federal Register. She grew up in a family of Indigenous Cowboys.

Eastern California Museum Administrator Shawn Lum

Ms. Lum is a career museum professional with a Bachelor of Arts in Art History from UC Davis. Throughout her more than 2 decades of museum administration, she has worked as an advocate for California museums. She is a past president of the California Association of Museums, and served on the board of that organization for over 8 years. Shawn is passionate about museum best practices and is committed to working with members of Indigenous communities to elevate and enrich the interpretation of Payahuunadu throughout the Eastern California Museum.

Bill Helmer - Supervisor of archival research training for Oral History groups and Assistant for Oral History training

Mr. Helmer is a former Tribal Historic Preservation Officer for the Big Pine Paiute Tribe of the Owens Valley (2004-2015) and the Timbisha Shoshone Tribe (1998-2003). He was the recipient of the 2012 Secretary of the Interior's Historic Preservation Award in the Tribal Historic Preservation Office Category. Mr. Helmer has extensive experience in archival research and has helped facilitate tribal cultural documentation and oral history projects for the last twenty-five years. He has an M. A. in Geography from California State University, Chico, 1994.

Lynn Johnson, archival research training for Oral History groups and Oral History training

is an anthropologist with more than twenty-five years of professional experience as an archaeologist, ethnographer, and historian. She has authored or contributed to over 30 professional reports and publications for numerous government agencies and cultural resource management firms. Ethnographic studies conducted by Ms. Johnson have included tribal consultation, oral history interview, archival research, and report writing components. She was selected as the recipient of the 2007 Faust Achievement Award for "meaningful work with Native American communities and integrating that work with current archaeological issues and studies."

Teena Pugliese- youth media mentor & documentarian of overall process

Teena is a filmmaker and digital activist currently focused on stewardship and deep community with people, place, and planets. Her work spans from documentary features & short form satires to improvised narrative films; with a focus on human rights issues, civic engagement through storytelling, and democratizing filmmaking opportunities. She loves her work supporting connections with youth and elders through storytelling, the arts and performance as pathways for healing. She is a youth media trainer, teaching a regenerative filmmaking process so others may tell their stories and reclaim control of their own narratives. She has a BA in theatre with much "on the job training and experience" over the past 25 years and feels spirit full when singing and living truth fully on any stage of life. She is committed to and grateful for collaborations with all beings who work towards restoring our relations with each other and nature. She has produced/filmed/edited content for Vice, AJ+, Divest Invest Protect, Women's Earth and Climate Action Network, Dancing without Borders, Standing Rock Sioux Tribe & Youth Council,, Indigenized Youth, Earth Guardians, Digital Smoke Signals, & Indigenous Environmental Network. She also co-produced, edited and recorded content for Awake: A Dream From Standing Rock, a documentary about the NODAPL movement that was featured on Netflix.

Chief of Interpretation at Manzanar Historic Site, Alisa Lynch, Oral History Training – interviewer and videographer

Ms. Lynch has worked at Manzanar since September 9, 2001 and oversees Manzanar's efforts in visitor services, education, publications, exhibit design, social media, and oral history. She has assisted with planning efforts for exhibits and interpretation at Pearl Harbor in Hawaii, Bainbridge Island in Washington, Minidoka in Idaho, and Tule Lake in California. Over the past 16 years, she has made preserving, utilizing, and sharing oral history a top priority throughout all of Manzanar's programs and projects. She is an oral history interviewer, manages Manzanar's YouTube channel, and contributes to Facebook. She has been a member of the Lone Pine Community Working Group since its inception in 2020 and currently is exploring the intersection of Manzanar and local Indigenous history

Authorized Financial Representative of the project:

Name: Shawn E. Lum

Title: Eastern California Museum, Museum Administrator

Business Address: PO Box 206, Independence, CA 93526

Telephone Number: 760 878-0258

Email Address: shlum@inyocounty.us

Updated and Approved Project Timeline
Project Extension in Addendum B - New Project End Date 6-30-24

**Project Timeline for Lone Pine Community Working Group TPS Grant
Application: Cowboys and Cowgirls of Payahunadüu**

Schedule: Include start and end dates, project progress milestones

Late April 2022

Workshops with students begin:
Workshop 1 and 2 meet, students choose their subjects and are introduced to oral history

May 2022

Workshops continue with meetings 3,4, 5, and 6.
Students begin interviews.

June 2022

Workshops 7 and 8
Interviews continue. Students begin to edit and transcribe.

July 2022

Interviews concluded.
Continued editing and transcription.

August 2022

Transcription efforts concluded.
Review and edit transcripts with interviewees.
Begin planning for October performance.

September 2022

Publicity, Inyo County Register
Deposit oral histories in archives at Tribal Cultural Centers, Eastern California Museum, Manzanar Historic Site, and Bancroft Library
Continue planning for October performance

October 2022

Performance at Tribal Community Center (to connect with local recognition of Indigenous People's Day): coordinate with local tribes, Inyo County Register, Eastern California Museum

November 2022

Coordinate and collaborate with exhibit at Manzanar Historic Site, portraits of Paiute Tribal members

January 2023

Collaborate with preparations for exhibit at Eastern California Museum.

February 2023

Collaborate with preparations for exhibit at Eastern California Museum.

March 2023

Exhibit at Eastern California Museum. Eastern California Museum will use the oral histories from this project to inform a new exhibit in the main museum gallery. The first-person experiences shared by elders will be the basis for understanding several artifacts in the museum collection that pertain to Indigenous ranching, packing and horsemanship. Some important artifacts to be re-interpreted by this project will be the horsehair braided reins, hat band, and a leather quirt made by local Indigenous cowboys. The exhibit will also contain life-size photographs of Indigenous cowgirls and cowboys. The exhibit interpretation will be transformed with the addition of authentic Indigenous perspectives and experiences collected from this project.

The Future

The stories of those who participate in this project are preserved for the sake of present and future.

Updated and Approved Project Budget

Attachment A

Library of Congress Teaching with Primary Resources Grant Application Cowboys and Cowgirls of Payahuuunadu

Budget Plan for Grant Project

Category (see below)	Description of Expense	Grant Funds (\$)	In-Kind (\$)
Hired Instructors	Project Lead Organizer	\$ 4,000	
Hired Instructors	Project management	\$1,500	
Hired Instructors	Oral History Researchers	\$3,500	
Hired Instructors	Creative Director/Documentarian	\$3,000	
Materials	Oral History workshop materials	\$500	
Equipment	Recording equipment loan Manzanar	\$0	\$1,500
Equipment	Oral Histories data storage/archival transcription	\$1,000	
Equipment	Event documentation/recording		\$ 750.00

Other	Event Program	\$2,000	\$	500.00
Other	Performance Event Staging/AV system	\$3,000		
Travel		\$0		
Other	Tribal Interviewer stipends((\$500 X7)	\$3,500		
Other	Museum staff time, ECM & Manzanar(\$50.X50)	\$0		\$2,500
Other	Community volunteer hours/project research	\$0		\$5,708
Other	Interviewees stipends(\$100./stipend)	\$3,000		
	Totals (Rounded to nearest dollar)	\$25,000		\$10,958

Budget Plan Category Descriptions

Hired Instructors – Fees for hired instructors (under contracts for work) to deliver specific program events or contractors providing professional and consulting services rendered by members of a particular profession who are not employees of your institution. Travel costs are reported under "Travel".

Materials – Examples are handbooks, manuals, or other printouts distributed at conferences or trainings.

Equipment– Equipment that facilitates TPS program-specific activities. Total allocation must be no more than 5% of your total budget.

Facilities – Only rent is allowable.

Travel – Costs include transportation, lodging, and subsistence, and incidental expenses.

Other – Additional expenses should be included. You will need to insert additional line items into the budget plan and provide a brief description of each item.

Additional Project Plan Information

Orientation

These workshops will introduce and familiarize students with Level One TPS goals. Students will learn to identify primary sources and apply critical thinking and analysis. Students will learn oral history and interview techniques to curate a group project of Indigenous cowboy and cowgirl oral histories. Students will gather and assess information using historical thinking skills.

I. Introduction and Preliminary Survey

All interested and potential students will gather to learn about the project, timeline and expectations. This could be either in person or on Zoom depending on the virus status and other logistics. Students will be asked about their learning experiences. Have they ever been introduced to primary sources? What is a primary source? How have they learned about the history of the West and of the Valley? Students will be given a survey to assess their knowledge and assumptions. Students will be introduced to the Teaching with Primary Sources program and the following resource: the Primary Source Analysis Toll, the Historical Thinking Chart; and the Right Question Institute protocol. Source Analysis tool. Using the Analysis tool, students will examine the Ansel Adams photograph of a baseball game at Manzanar Historic Site.

II Intro to Interviewing – Kathy Bancroft & Alisa Lynch

Students will be introduced to the intent of the project by reflecting on their own lives, learning about the people they will be researching and what they would like to know about them. Students will be asked to reflect on the differences between recorded history and oral histories from often overlooked populations. Students will be introduced to curated Library of Congress oral history sets (such as selected interviews from the Federal Writers Project) and asked to reflect on the special impact of oral history, and the gap it may fill in terms of historical knowledge. Students will use the “Historical Thinking Chart” to read and discuss one of the selected LoC oral histories closely. Students will also be asked to explore the particular importance of the oral tradition within Indigenous culture, and to provide examples from experience. Alisa Lynch will introduce students to the oral history interview techniques and protocol developed and used at Manzanar Historic Site to record internee experience. Students will also be introduced to the ongoing Story Corps project at LoC. Students will be asked to select and present on one particular Story Corps interview and discuss its impact.

III Research Techniques – Bill Helmer & Lynn Johnson

The research session will be held at the Eastern California Museum, our partner organization. Students will be asked for their conception and definition of “research.” Students will be asked to share their experiences of online “research” (for example, using Google) and will be introduced to other models of “research,” especially research as a mode of intellectual discovery sparked by curiosity. Students will be introduced to online archives beyond Google, and the idea of research as an open-ended exploration that involves engagement, critical thinking, and decision making. Students will be guided through a search of the LoC holdings on Manzanar to model search techniques. Students will be asked to search the LoC collections for specific sources on Indigenous history in the Owens Valley; if no sources seem readily apparent, students will be asked to reflect on archive holdings---are they always complete? Finally,

students will be introduced to physical materials from the archives of the Eastern California Museum, especially those relating to the history of the Indigenous cowboy and cowgirl.

IV Recording Equipment – Teena Pugliese

Hands on learning will take place with audio and visual devices for students to carry out interviews as they see needed. Students will perform “mini” interviews with each other during this session using the equipment. Students will watch recordings of these “mini” interviews and provide peer response feedback.

V Interview Planning – Bill Helmer & Lynn Johnson

Students present on their chosen interview subject. Students will also determine interview schedule at this point. Students will discuss and share possible questions to be asked.

VI -VII At this point students engage in project, culminating in Performance (see narrative) With these sessions the group moves into project-based learning. Students will meet weekly to report on progress, share successes and setbacks, brainstorm solutions, and develop strategies. Students will learn to transcribe interviews and will compile the set fo interviews to be archived at the Eastern California Museum and the Bancroft Library. The group has two goals: the creation of a new set of oral histories of the Indigenous cowboys and cowgirls of Payahuunadu; and the public performance of a curated selection of the finished oral histories at the local high school. The students will engage in self-directed decision making and planning, with guidance from the project leaders, resulting in genuine intellectual discovery. Project based learning has been shown to increase critical thinking skills, communication skills, content knowledge, self-confidence in problem-solving, and creative expression, including TPS Level One learning goals. Students will begiven a final survey to assess their learning experiences and to compare with the preliminary survey.

Additional Information About Project Audience

List of confirmed participants for TPS Grant application, Cowboys and Cowgirls of Payahunadüu

Confirmed Students

Lillian James – 8th Grade, Lo-Inyo Elementary, Lone Pine Paiute Shoshone Tribe
Edward Yonge – 10th Grade, Lone Pine High School, Lone Pine Paiute Shoshone Tribe
Kayden Suleski – 10th Grade, Lone Pine High School, Lone Pine Paiute Shoshone Tribe
Shayna Greer – 9th Grade, Lone Pine High School, Lone Pine Paiute Shoshone Tribe
Paul Olin – 12th Grade, Lone Pine High School, member of Spainhower Anchor Ranch family
Kagan Davis—8th grade, San Diego school, Lone Pine Paiute Shoshone Tribe

Two sisters from Independence, Owens Valley High School, have expressed strong interest. They are currently in the foster care system and are members of the Bishop Paiute Tribe.

List of possible subjects for oral history archive, compiled by Kathy Bancroft for the oral history workshop

LOCAL INDIAN COWBOYS

The following is a list of people connected with our community to help you get started. I have provided a small amount of information to help you make choices on who you want to learn more about. This list is not complete. Let's see who else we can add!

Frank Bellas – Horseman, Ranching

Brother to Chappo Diaz, Manuel Bellas, Bernardo Bellas, Maggie Bellas Jack. Married to Lucy Garcia. Father to Annie Bellas Jefferson, Grace Bellas Mestas, Stella Bellas Hughes, Hellen Bellas Archuleta, Madge Bellas Miller, Ned Bellas, Joe Bellas Sr., Herbert Bellas, Roy Bellas,

Chappo Diaz (Chappo Bellas) – Ranching

Brother to Frank Bellas, Manuel Bellas, Bernardo Bellas, Maggie Bellas Jack. No descendants.

Manuel Bellas – Ranching

Brother to Chappo Diaz, Frank Bellas, Bernardo Bellas, Maggie Bellas Jack. Married to Maggie Skinner Bellas and had two sons, Leon and Lloyd.

Annie Bellas Jefferson – Horsewoman

Daughter of Frank Bellas and Lucy Garcia Bellas. Sister to Grace Bellas Mestas, Stella Bellas Hughes, Hellen Bellas Archuleta, Madge Bellas Miller, Ned Bellas, Joe Bellas Sr., Herbert Bellas, Roy Bellas. Mother of Cordelia Smith Hancock, Ella Smith Payne, Ethel Smith Maillet, Martha Jefferson Joseph, Dorothy Jefferson Joseph, Thomas Jefferson, Marjorie Jefferson, Thelma Jefferson Gilmore.

Harmey Jefferson – Horse Breaker, Movie Stuntman, Rodeo Bronc Rider/Exhibition, Rawhide and Horsehair braiding

Husband of Annie Bellas Jefferson. From North Fork, California. Father of Martha, Dorothy, Tom, Marge and Thelma Jefferson. Stuntman for William S. Hart and others. Rode mostly exhibition broncs because he could not compete because he was Indian. Only man to ride the famous bucking horse, Steamboat.

Tom Jefferson (Thomas, Tommy) – Packer, Ranching, Rodeo, Saddle Maker, Cowboy Boot Maker, Musician, Horse Trainer, Movie Wrangler/Extra/Props/Security, Wild Horse & Burro Wrangler, 20- Mule Team

Born in 1927 on the creek behind the rodeo grounds in Lone Pine (on the Spainhower Anchor Ranch.) Parents were Annie Bellas Jefferson and Harmey Jefferson (North Fork Mono). 7 sisters: Cordelia Smith Hancock, Ethel Smith Maillet, Ella Smith Payne, Martha Jefferson Joseph, Dorothy Jefferson Joseph, Marge Jefferson, Thelma Jefferson Gilmore

Ella Smith Payne – Horsewoman

Born at Coso Hot Springs. Horse named Dolly that only she could ride. Sister to Tom Jefferson

Joe Bellas - Packer

Son of Joe Bellas Sr. and Emily Hughes Bellas. Father to Steve Bellas, Vicki Bellas, & Paulette Buff. Worked for the US Forest Service.

Lloyd Bellas – Ranching

Son of Manuel Bellas and Maggie Skinner Bellas.

Carl Mike Hughes – Ranching

Married to Stella Bellas Hughes. Worked on the Spainhower Anchor Ranch for years.

Lester Bellas – Packer, Ranching

Son of Stella Bellas. Father to Leslie Bellas.

Clyde Poncho – Packer

Son of Bennie and Helen Bellas Archuleta. Brother to Gary Porter, Maxine Andreas, Aurelia Archuleta and Corrina Archuleta.

Gary Porter – Packer

Son of Bennie and Helen Bellas Archuleta. Brother to Clyde Poncho, Maxine Andreas, Aurelia Archuleta and Corrina Archuleta.

Melvin Joseph – Rodeo, Packer, Ranching

Son of Orville Joseph and Martha Jefferson Joseph. Brother to Tom Joseph, Loren Joseph, Bob Joseph and Linda Joseph Wenzel. Father to Brenda Joseph Rowland and Melvin O. Joseph

Bob Joseph – Rodeo, Ranching

Son of Orville Joseph and Martha Jefferson Joseph. Brother to Tom Joseph, Loren Joseph, Melvin Joseph and Linda Joseph Wenzel

Loren Joseph- Packer, Rodeo, Ranching, Leather worker

Son of Orville Joseph and Martha Jefferson Joseph. Brother to Tom Joseph, Melvin Joseph, Bob Joseph and Linda Joseph Wenzel

Norman Jefferson – Packer, Rodeo, Ranching, Horse Trainer

Son of Tom Jefferson and Barbara Morgan Jefferson. Brother to Susan and Kathy Jefferson. Packed for the family business and later for the US Park Service. Competed in rodeo from a young age. Worked for world famous horse trainer, Greg Ward, and later trained a few himself.

Norman McNeil – Packer, Movie Extra

Son of Thelma Jefferson Gilmore.

Harmey Bancroft – *Packer*

Son of Frank Bancroft and Kathy Jefferson Bancroft. Grew up helping his mother and other family members on cattle ranches and packing in the Sierra. Packed for Bishop Pack Outfitters, owned by Uncle Mike Morgan.

Franco Bancroft – *Packer*

Son of Frank Bancroft and Kathy Jefferson Bancroft. Grew up helping his mother and other family members on cattle ranches and packing in the Sierra. Packed for Bishop Pack Outfitters, owned by Uncle Mike Morgan.

Norman Bobb - *Packer, Ranching*

Son of Donald Bobb and Susan Jefferson Bobb.

Susan Jefferson Bobb – *Ranching, Rodeo, Backcountry Cook*

Daughter of Tom Jefferson and Barbara Morgan Jefferson. Sister to Thomas Norman Jefferson and Kathy Jefferson. Married to Donald Bobb. Mother to Amanda, Danielle and Norman Bobb.

Brenda Joseph – *Ranching, Rodeo*

Daughter of Melvin R. Joseph and Tamera Daugherty Joseph. Sister to Melvin O. Joseph. Married to Monty Rowland. Mother of Monty and Celesta.

Bowman Brothers – *Packers*

The brothers were raised with Tom and Barbara Jefferson at Carroll Creek. Ed was the one who stayed around, attended Lone Pine schools and packed with Mt. Whitney Pack Trains. Another brother was Wilfred, but I can't remember the others' names. All named after rodeo champions. They were Bishop Tribal members.

Kathy Jefferson Bancroft – *Packer, Ranching, Backcountry Cook, Horsewoman, Cowboy Boot Maker, Saddle Maker,*

Born in Lone Pine in 1954. Oldest child of Tom Jefferson and Barbara Morgan Jefferson and first grandchild in the Morgan family. Sister of Thomas Norman Jefferson Jr. and Susan Jefferson Bobb. Mother to Franco and Harmey Bancroft.

Melvin Checo – *Horseman, Ranching*

Son of Esther Sam. Brother of Francis Checo Holt and Hazel Checo Lee

Silas Ness – *Horseman, Ranching*

Born on Patsiata, west of Swansea to Jens Ness and Rosa Ness Nobles. One brother named Burt.

Ivan Hanson – *Horseman, Packer, Ranching*

Son of Addie Hanson. Brother of Buster Hanson.

Dugan Hanson – *Horseman, Ranching*

Born in 1923 in Darwin to Mike Hanson and Annie Gregory. Brother to Addie Hanson.

Mike Hanson – *Ranching, Rodeo*

Son of Ivan Hanson and Vivian Hackett Hanson.

Charlie Wrinkle – *Horseman*

Son of Mo-ha-vash (Jose) and Pi-ku-paw (Maria) . Brother of George Gregory. Married Mary Sam Juaquin Wrinkle. Father to Mae Davis Noah Wrinkle.

Nellie Brown Burkhardt – *Horsewoman*

Daughter of Ira and Dolly Brown. Sister to Mamie Brown Lenbek, Willie Brown, Lewis Brown. Alice Brown Apolatea.

Ed Mike – *Packer*

Son of Ed Mike Sr. and Leva Brown Mike Copple. Brother to Robert Mike, Mary Lou Mike Wuester, Noreen Mike Sellberg, Ann Marie Mike Astells.

Frank Diaz de Leon – *Packer, Movie Extra*

Father of Adrian Diaz de Leon, Diaz Futcher, and Tawni Diaz

Robert Mike – *Ranching, Movie Extra*

Son of Ed Mike Sr. and Leva Brown Mike Copple. Brother to Ed Mike Jr., Mary Lou Mike Wuester, Noreen Mike Sellberg, Ann Marie Mike Astells.

Musie Bellas – *Horsewoman, Horsehair Braiding*

Daughter of Levi Bellas and Annie Chico. Sister to Frank J. Checo, Andrew B. Checo, Jullian W. Checo. Mother of Buster Davis.

Leonard Watterson – *Ranching*

Son of Grace Goad.

Pete Thomas – *Ranching*

Grandfather to Leonard Watterson. Worked on the Spainhower Anchor Ranch.

Deafy Cline – *Ranching*

Lived on Spainhower Anchor Ranch. Little house next to the big house, Drove a team, among other talents.

Con Zuniga – *Horseman, Ranching*

Lived around Lone Pine, but came from somewhere else. Possibly South America

Spratt Brothers – Packers

Johnny and Claude were the ones I remember, but there were one or two more. They were raised in Olancho with Sam Lewis who had a pack outfit. They became excellent packers for much of their lives. Big Pine Tribal members.

Pete Gardner – Ranching, Packer, 20- Mule Team

Tule River Tribal member. Father to Buddy Gardner.

Andrew Glenn – Horseman, Leather Braider

Lived on Tuttle Creek Allotment. Parents were John Glenn and

Pete Olivas – Packer, Ranching

Son of Carmen & Petra Olivas. Brother to Carmelita, Henry "Leaky", Paulie, Delfina, Francis Lou, Christine "Buzzy", Maggie and one other.

Henry Olivas – Packer, Ranching

Son of Carmen & Petra Olivas. Brother to Carmelita, Pete, Paulie, Delfina, Francis Lou, Christine "Buzzy", Maggie and one other.

Additional Letters of Support

Lone Pine Paiute-Shoshone Reservation

P.O. Box 747 • 975 Teya Road
Lone Pine, CA 93545
(760) 876-1034 Fax (760) 876-8302
Web Site: www.lppsr.org

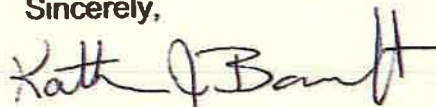
Friday, April 1, 2022

To the Library of Congress Teaching with Primary Sources Program:

The Lone Pine Paiute-Shoshone Tribe is committed to a substantial in-kind contribution to the proposed project, Cowboys and Cowgirls of Payahuunadū. The project will be using Tribal buildings such as the Cultural Center and the Community Center to meet for its workshops. These Tribal buildings will also be used as the venue for the final performance in October. In addition, Tribal members are committed to help in any way they can—transporting the students to their interviews, helping students with logistics, providing food for meetings, and so on. We see this project as an important Tribal commitment that involves our youth and our ancestors, and we are eager to help in every way.

Thank you for considering our project. Our community greatly appreciates the opportunity to share our story so that others will learn and value the contribution our families made to this place we all call home.

Sincerely,



Katherine J. Bancroft
Tribal Historic Preservation Officer

Shawn E. Lum
Museum Services Administrator

shlum@inyocounty.us
760-878-0258 or 760-878-0342



EASTERN CALIFORNIA MUSEUM

COUNTY OF INYO
155 N. GRANT ST, P.O. BOX 206
INDEPENDENCE, CA 93526

April, 03, 2022

To the Library of Congress Teaching with Primary Resources Grant Program:

Eastern California Museum wholeheartedly embraces the proposed project, *Cowboys and Cowgirls of Payahuunadu*. The Museum is the steward of hundreds of objects, artifacts and photographs related to local Indigenous culture and experience. This project will enhance the understanding of these objects and relate them to their authentic stories for current and future generations. The partnership opportunity to collect and share updated primary material is invaluable to the work of the Museum.

Specific areas of collaboration provided by Eastern California Museum for this project will include:

- In-kind contribution of staff time, research files and facilities,
- Permanent archives of audio recordings of oral histories collected,
- Exhibit interpretation renewal with first-person Indigenous experiences highlighted in context within exhibit content.
- Use of facilities for project events, gatherings, and discussions as well as other support roles.
- The Museum will serve as the lead agency for grant administration.

The Museum recognizes the value of reexamining its collections and interpretation, and views this project as a model for collaborative and inclusive interpretation as it seeks to provide a more comprehensive and engaging learning experience for the public.

Sincerely,

A handwritten signature in blue ink that reads "Shawn E. Lum". The signature is written in a cursive style and is followed by a horizontal line.

Shawn E. Lum, Museum Services Administrator
Eastern California Museum



United States Department of the Interior NATIONAL PARK SERVICE

Manzanar National Historic Site

P.O. Box 426

Independence, CA 93526-0426

IN REPLY REFER TO:

9.D. (MANZ)

February 10, 2022

To Whom it May Concern:

Manzanar National Historic Site was established by Congress (PL 102-248) on March 3, 1992, to “provide for protection and interpretation of historical, cultural, and natural resources associated with the relocation of Japanese Americans during World War II.” While best known for its wartime history, Manzanar’s layers of the past echo the larger themes of American history, including displacement of native peoples, the settlement of ranchers and farmers, water wars, and the consequences of prejudice. It was—and is—a place of significance for the Paiute and Shoshone peoples who have lived in this valley for centuries.

The National Park Service (NPS) at Manzanar National Historic Sites enthusiastically supports *Cowboys and Cowgirls of Payahuunadü*, proposed by Lone Pine Community Working Group (LPCWG), including the Lone Pine Paiute and Shoshone Community, University of California Berkeley, Eastern California Museum, and area educators and museum professionals. I have been a member of the LPCWG since its inception in mid-2020.

This project aligns with the NPS mission to preserve and share history. Interpretation brings the past to life by connecting tangible objects to their intangible meanings and our universal human experiences. Manzanar will actively support *Cowboys and Cowgirls of Payahuunadü* in multiple ways:

- I will serve as an instructor and mentor for oral history. Over the past 20 years, Manzanar has conducted more than 650 interviews with former incarcerated, camp staff, and local residents, including Paiute and Shoshone elders. Our program is nationally recognized by the NPS.
- We will make Manzanar’s archives, interviews, and photos available to students.
- We will continue our decades-long partnership with Eastern California Museum.
- We are working with artist Steve Cavallo on an exhibit featuring larger-than-life watercolor portraits of Tribal elders.

Manzanar has long sought to expand and deepen our interpretation of Indigenous history. Perhaps the most compelling aspect of this project is connecting youth and elders through intergenerational dialog. We believe this program can be expanded in the future to other communities. Please feel free to contact me (tel. 760-878-2194 ext. 3311 or e-mail alisa_m_lynch@nps.gov) if you need additional information.

Sincerely,

Alisa Lynch

Team Lead for Interpretation and Visitor Services
Manzanar National Historic Site



Shawn Lum <shlumie@gmail.com>

RE: [EXTERNAL] Revised timeline

1 message

Keith Thomas Patterson <patterke@msudenver.edu>

Mon, Apr 24, 2023 at 11:12 AM

To: KATHERINE BANCROFT <patsiata@yahoo.com>, Patricia STEENLAND <steenpat@berkeley.edu>

Cc: Shawn Lum <shlumie@gmail.com>, Crystal Payne Gallegos <cpayne11@msudenver.edu>, Margaret M O'Neill-Jones <oneilljp@msudenver.edu>

Thanks Kathy!

I have approved your request for a no-cost extension for your project as per your updated timeline. I have attached a copy of your updated and approved project plan and budget. You can see these changes in addendum B.

Your new project end date is June 30, 2024. Please complete all project objectives and invoice all expenses for reimbursement before this date.

We will require that you continue to submit quarterly reporting until the end of the project.

Please let me know if you have any additional questions and thanks again for your continued efforts on this project.

All the best.

~Keith

Keith Patterson | Director[Library of Congress Teaching with Primary Sources Western Region](#) | 303-615-1577**Metropolitan State University of Denver****From:** KATHERINE BANCROFT <patsiata@yahoo.com>**Sent:** Monday, April 24, 2023 10:41 AM**To:** Patricia STEENLAND <steenpat@berkeley.edu>; Keith Thomas Patterson <patterke@msudenver.edu>**Cc:** Shawn Lum <shlumie@gmail.com>**Subject:** Re: [EXTERNAL] Revised timeline

Addendum B
No Cost Extension - New project end date 6-30-2024
Updated Timeline

Revised timeline for Library of Congress-Lone Pine Oral History Project

Spring/Summer 2023

April, May, June:

---Project director Kathy Jefferson Bancroft and documentary filmmaker Teena Pugliese will continue to hold small group “listening circles” with elders from the community, up and down the Valley. These have several goals: to engage with the traditional “story-telling” process within the community; and to help student participants become more comfortable in social settings and with talking and sharing, after the isolating effects of the pandemic. These “story circles” will help to restructure community, to gather knowledge, and to build relationship. It has become clear that they are the necessary prelude to prepare the student participants for gathering and archiving the oral histories.

---Kathy will help also to direct the student participants towards choosing the people they will focus on for their oral history and will help also to direct them to where they will need to go for additional contextual research.

---Student participants will revisit edited and recorded Zoom sessions conducted by researchers Bill Helmer and Lynn Johnson and TPS intern Miya Moriwaki, to ground and familiarize themselves with the research process and the resources of the Library of Congress. New participants will be able to acquire necessary background knowledge through these recorded videos.

---Teena will continue to assist students with learning how to document their project. Students will use cell phones, donated video and audio equipment, and drone footage for this aspect of the project.

Summer 2023

July/August

---During this period, student participants will begin the hands-on work of the interviewing and collecting their oral histories. The group will meet to discuss and collaborate during this process. The group members will also conduct relevant research through curated field trips to the Eastern Museum of California, coordinated by museum director Shawn Lum. Researchers Bill Helmer and Lynn Johnson will assist with these field trips and with online research at the Library of Congress and Ancestry.com.

---Teena and the students will document these visits together.

---Students will meet to learn and discuss how to archive the oral histories they are creating. They will discuss issues of audience, and the need for a tribal archive of stories.

Fall 2023

September/October/November

---Project activity: visit to Berkeley

An important part of the project seeks to connect the young people to their history and culture. UC Berkeley has significant holdings in this regard. The group is currently planning a trip to the university to help make this connection for the students.

Here are some of the things envisioned:

---a visit to the Bancroft for the students to see the 1935 SERA notebooks, a project in which their own family members participated, recording in pencil in fragile bluebooks the personal and cultural histories of the Paiute people, preserved at a crucial time in the wake of a genocide. These notebooks contain incalculably precious knowledge held in keeping on campus, knowledge that is yet mostly unknown to Tribal members. All of the students have ancestors who participated in the SERA notebooks project.

---a visit to Cafe Ohlone, an Indigenous restaurant currently on campus. This special place has received so much acclaim. It would no doubt be an enlightening experience for young people from the Valley. It might also fire their imaginations for future possibilities..

---a visit to the Hearst to see some of the holdings from Lone Pine and Bishop. Visits like these are powerful reunions for community partners. The students would learn so much about the history of their culture, its dispersal, and the issues faced by those who are trying to rebuild.

---a visit to the new Native Student Center on campus, to see a place for Native Students and to meet some of the Native undergraduates on campus.

---finally, perhaps meeting with someone from administration to welcome them and help them see a possible future at Cal. It would be wonderful if these students, who are doing this important project, could form a connection with Berkeley and imagine themselves as students here in the future. Berkeley has recently announced that tuition and fees will be free for students from federally recognized tribal nations; this visit could be a wonderful connection with great possibilities for the future.

---students will make a visit to Manzanar National Historic Site, where Park Ranger and Lone Pine Community group member Alisa Lynch will curate a tour, to invite students to think about how history is preserved and how stories can be shared. Alisa will share how to collect and archive oral histories, how to draw on documentary evidence, and how these stories can be presented in a public setting.

Winter 2023-24

December-February

--during this period, the students will complete the process of archiving their recorded oral histories.

---students will meet to plan and discuss the ultimate public presentation of their work. They will choose a format for this public presentation to the community and design and choose the different roles and tasks each will take on. This presentation is meant to be designed and carried out by the student participants. It will be an experiential learning project.

---Teena and the students will document the stages of planning.

---community and family members will be invited to help with logistics, equipment, etc.

Spring 2024

March-May

—students and project participants continue with the planning and building needed for final presentation

----final presentation is held early May, with the entire community invited. Teena will record the presentation.



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

June 18, 2024

Reference ID:
2024-373

Memorandum of Understanding between the Eastern Sierra Continuum of Care, Inyo County, and Mono County

Health & Human Services - Fiscal

ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, Health & Human Services Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify the revised Memorandum of Understanding (MOU) between the County of Inyo, County of Mono, and the Eastern Sierra Continuum of Care to establish the responsibilities of each party as they relate to the Regionally Coordinated Homeless Action Plan incorporated into the application for Homeless Housing, Assistance and Prevention Round 5 (HHAP-5) funding for the period of March 26, 2024 to June 30, 2029, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

This Memorandum of Understanding (MOU) was originally presented to your Board for approval on March 19, 2024 as a requirement for the Eastern Sierra Continuum of Care's (ESCoC) Homeless Housing, Assistance and Prevention (HHAP) Round 5 funding application. In May 2024, Per the California Interagency Council on Homelessness, the original MOU, did not contain all required elements for the grant application. The updated MOU contains all required elements, including particular information from the Regionally Coordinated Homelessness Action Plan.

The Inyo County Department of Health & Human Services (HHS) recognizes that the Governor's May Revise budget proposes to cut HHAP 5 funding. However, the ESCoC will continue to pursue the application in the event that partial funding is available, or in case full funding for this grant round is restored.

HHS was designated as the Collaborative Applicant on behalf of the ESCoC, which serves Alpine, Inyo and Mono Counties, in 2022. As the collaborative applicant, HHS is responsible for preparing, submitting, allocating, and reporting on state and federal grants that address homelessness on behalf of the ESCoC. The ESCoC has successfully applied for several rounds of Homeless Housing, Assistance and Prevention (HHAP) funding awarded by the State of California. In order to apply for the fifth round of HHAP funding, the County of Inyo, County of Mono, and the ESCoC must enter into a MOU to outline the responsibilities of each entity related to the Homeless Action Plan that is incorporated into the HHAP-5 application. While Alpine County is a member of the ESCoC, Alpine is not required to sign the MOU because that county does not receive a direct allocation of HHAP funding. Instead, a proportion of HHAP

funding that is allocated to the ESCoC is available for use in Alpine County. In the contract, Inyo and Mono Counties receive allocations that are separate from the ESCoC allocation and must specifically enter into the MOU to ensure coordinated planning and use of HHAP funds. For all prior HHAP funding rounds, Inyo and Mono Counties have chosen to combine their separate allocations into the ESCoC allocation to be applied across the region.

HHS respectfully requests your Board authorize the Chairperson to sign this updated ESCoC MOU, which will be considered fully executed upon the appropriate signature being obtained from the Chair of the ESCoC Board.

FISCAL IMPACT:

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

There is no funding associated with this MOU, however, it's approval allows for the application for HHAP-5 funding which will come back as a future Board item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could chose to not approve this Memorandum of Understanding (MOU) which would prevent the MOU parties from successfully applying to receive HHAP-5 funding on behalf of the Inyo, Mono, and Alpine County region. This is not recommended as doing so would adversely impact homeless housing services provided regionally.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mono County HHS and Behavioral Health, Alpine County HHS, Eastern Sierra Continuum of Care

ATTACHMENTS:

- Homeless Housing, Assistance, and Prevention Program (HHAP) Grant Funds

APPROVALS:

Anna Scott	Created/Initiated - 5/13/2024
Darcy Ellis	Approved - 5/13/2024
Anna Scott	Approved - 5/25/2024
Melissa Best-Baker	Approved - 5/31/2024
Keri Oney	Approved - 6/1/2024
Grace Chuchla	Approved - 6/3/2024
John Vallejo	Approved - 6/3/2024
Amy Shepherd	Approved - 6/5/2024
Nate Greenberg	Final Approval - 6/7/2024

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EASTERN SIERRA CONTINUUM OF CARE, AND
THE COUNTY OF INYO, AND THE
COUNTY OF MONO
FOR THE PROVISION OF COLLABORATIVE APPLICANT AND LEAD AGENCY
FOR THE HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM
(HHAP) GRANT FUNDS**

This Memorandum of Understanding (MOU) is made and entered into by and between the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "Inyo", the County of Mono, a political subdivision of the State of California, hereinafter referred to as "Mono", and the Eastern Sierra Continuum of Care, Continuum of Care CA-530 hereinafter referred to as "CoC" or "ESCoC", individually, "Party" and/or collectively "Parties", for the designation of Collaborative Applicant and Lead Agency positions for Homeless Housing, Assistance and Prevention Program (HHAP) grant funding, and commitment to uphold, participate in, and comply with actions, roles, and responsibilities of each collaborative applicant in the region as described in the HHAP Regionally Coordinated Homeless Action Plan, "Homeless Action Plan."

I. Purpose and Background

The purpose of this MOU is to confirm agreements between the Counties and the CoC related to the positions of Collaborative Applicant and Lead Agency for HHAP grant funding and commit to uphold, participate in, and comply with the actions, roles, and responsibilities for implementation of the Homeless Action Plan.

The HHAP Program funding, made available from California's Interagency Council on Homelessness ("Cal ICH") within California's Business, Consumer Services and Housing Agency is intended to support local jurisdictions in their unified regional response to reduce and end homelessness; and

The ESCoC to assume the role of Collaborative Applicant and Lead Agency for the purpose of application submission, with administrative and fiscal tasks delegated to Inyo.

Collaborative Applicant is defined to mean an eligible applicant that has been designated by the Parties to apply for HHAP grant funding on behalf of the Parties.

The Lead Agency is defined to mean the Party who shall take all required steps to comply with the terms of the HHAP grants.

II. Duration

Except as provided in Section V (Termination), the duration of this MOU shall be from

March 26, 2024 through June 30, 2029.

By execution of this MOU, the Parties agree that the responsibilities and agreements outlined in this MOU shall be effective March 26, 2024, and related activities conducted prior to the execution of the agreement shall be in compliance with all language stated in this original MOU.

III. Specific Responsibilities of the Parties

a. Joint Counties and CoC/ESCoC

- i. Commitments to uphold, participate in, and comply with actions, roles, and responsibilities of each collaborative applicant as described in the HHAP Regionally Coordinated Homeless Action Plan, “Homeless Action Plan” .
 1. Commitments to the roles and responsibilities as they pertain to outreach and site coordination, siting and use of available public land, the development of interim and permanent housing options, and coordinating, connecting, and delivering services to individuals experiencing homelessness or at risk of experiencing homelessness, within the region; section 2.1 of the Homeless Action Plan (see appendix).
 2. Commitments to Key Actions to improve the system performance measures; section 2.2 of the Homeless Action Plan(see appendix).
 3. Commitments to Key Actions to ensure racial and gender equity in service delivery, housing placements, housing retention, and any other means to affirm equitable access to housing and services for racial and ethnic groups overrepresented among residents experiencing homelessness; section 2.3 of the Homeless Action Plan (see appendix).
 4. Commitments to actions to reduce homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, hospitals, and any other institutions such as foster care, behavioral health facilities, etc. as applicable in the region; section 2.4 of the Homeless Action Plan (see appendix).
 5. Commitments to roles for the utilization of local, state, and federal funding programs to end homelessness; section 2.5 of the Homeless Action Plan(see appendix).
 6. Commitments to the roles and responsibilities to connect individuals to wrap-around services from all eligible federal, state, and local benefit programs; section 2.6 of the Homeless Action Plan(see appendix).

b. ESCoC/CoC

- i. Serve as the collaborative applicant to jointly submit a single application for HHAP funds on behalf of the Counties and the CoC.
- ii. Designate Inyo as fiscal and administrative entity for HHAP grants.
- iii. Coordinate with Counties to develop a collaborative process for the development of joint HHAP request for proposals (RFP) and ensure compliance with grant criteria.
- iv. Include Alpine County in the coordination of funding.
- v. Participate in continuous quality improvement meetings with Counties to review performance metrics towards Homeless Action Plan goals and metrics.
- vi. Facilitate meetings as a function of the CoC with the Counties and contractors, to discuss contracts and projects and their relevance to the Homeless Action Plan.

c. Inyo County

- i. As fiscal and administrative entity, Inyo shall:
 1. Receive grant funds directly from the administering state agency.
 2. Coordinate with Mono and CoC to develop a collaborative process for the development of joint HHAP request for proposals (RFP) and ensure compliance with grant criteria Build strategic partnerships and cultivate new service partnerships within the community.
 3. Include Alpine County in the coordination of funding.
 4. Review and adhere to state guidance related to data reporting requirements and processes published by the administering state agency for HHAP funds, including:
 - HHAP Annual report guide
 - HHAP Annual report checklist
 - HHAP NOFAs
 - Health and Safety Code Section 50222, subdivision (a)
 - Coding HCFC Grants as funding Sources in HMIS
 5. Enter into formal contracts with providers for projects that are in alignment with the Homeless Action Plan goals and HHAP metrics and conduct all contract administration with providers.
 6. Work with providers to establish data collection and reporting measures as required by HHAP.
 7. Measure and monitor performance of CoC funded projects as related to the Homeless Action Plan goals and performance

metrics. This includes developing strategic goals to end homelessness, collecting and disseminating data to measure performance toward those goals, and continuously evaluating and improving performance.

d. Mono County

1. Coordinate with Inyo and CoC to develop a collaborative process for the development of joint HHAP request for proposals (RFP) and ensure compliance with grant criteria.
2. Build strategic partnerships and cultivate new service partnerships within the community.
3. Include Alpine County in the coordination of funding.

IV. Amendments

This MOU may be amended upon mutual agreement of both Counties and CoC. Unsubstantial amendments do not need additional County Counsel approval. Any additional responsibilities delegated to the Lead Agency shall be consistent with the CoC Governance Charter.

V. Termination

Either party may terminate this MOU at a date prior to the renewal date specified in this MOU by giving 60 days written notice to the other parties. If the funds relied upon to undertake activities described in this MOU are withdrawn or reduced, or if additional conditions are placed on such funding, any party may terminate this MOU within 30 days by providing written notice to the other parties. The termination shall be effective on the date specified in the notice of termination.

VI. Notice

Either party may provide notice to the other party in writing at the following addresses:

Inyo County

Attention: Anna Scott

Director, Inyo County Health and Human Services
1360 N. Main St., Ste 201
Bishop, CA 93514
HHS-Admin@inyocounty.us

Mono County

Attention: Amanda Greenberg

Mono County Behavioral Health Department
1290 Tavern Road
P.O. Box 2610

Mammoth Lakes, CA 93546
agreenberg@mono.ca.gov

Eastern Sierra Continuum of Care
Attention: Anna Scott

Director, Inyo County Health and Human Services
1360 N. Main St., Ste 201
Bishop, CA 93514
HHS-Admin@inyocounty.us

This MOU is agreed and executed by the Parties as indicated below:
Inyo County

Signature: _____

Name/Title: _____

APPROVED AS TO FORM:

Signature: Grace Weitz

Name/Title: Grace Weitz, Assistant County Counsel

Mono County

Signature: John Peters
John Peters (May 21, 2024 14:10 PDT)

Name/Title: John Peters
Chair

APPROVED AS TO FORM:

Signature: [Signature]

Name/Title: Christopher Beck
County Counsel

APPROVED BY MONO COUNTY RISK MANAGEMENT:

Signature: Jacob Sloane

Name/Title: Jacob Sloane
Risk Manager

CoC

Signature: 

Name/Title: Anna Scott, ESCoC Chairperson

APPENDIX

Participating Jurisdictions' Roles and Responsibilities

Steps to complete this section:

1. Identify and describe the specific roles and responsibilities of **each participating Eligible Applicant** in the region regarding:
 - Outreach and site coordination;
 - Siting and use of available land;
 - Development of interim and permanent housing options; and
 - Coordination and connection to the delivery of services for individuals experiencing or at risk of experiencing homelessness within the region.
2. Describe and explain how all Participating Jurisdictions are coordinating in each area.

Optional: You may also include roles and responsibilities of small jurisdictions in the region that elect to engage and collaborate on the plan.

Guidance:

*Each Eligible Applicant must identify and describe their role in the region for **each** table.*

To add additional jurisdictions, click "Add a Participating Jurisdiction" near the bottom of each table.

Outreach & Site Coordination

Participating Jurisdictions	Roles & Responsibilities
Inyo County	Coordinate with Mono County, Alpine County, and CoC to evaluate Coordinated Entry and support street outreach services
Mono County	Coordinate with Inyo County, Alpine County, and CoC to evaluate Coordinated Entry and support street outreach services
CA-530	Coordinate with Mono County, Alpine County, and Inyo County to evaluate Coordinated Entry and support street outreach services, strengthen data quality measures in HMIS and increase participation

Given the individual roles and responsibilities identified above, describe and explain how all participating jurisdictions are or will begin to coordinate these efforts to ensure comprehensive outreach and site coordination to individuals experiencing and at-risk of experiencing homelessness in the region.

Regional Coordination Narrative - Outreach & Site Coordination

CA-530 is a CoC that spans 3 rural counties, and close collaboration among the counties is crucial to the success of homeless service programs. All counties will coordinate closely to ensure outreach reaches 100% of the CoC. Additionally, the CoC is currently revising the Coordinated Entry policy and procedure manual to ensure barriers to access the system are lessened. Furthermore, the CoC will work with

homeless service providers to increase utilization of HMIS.

Land Use & Development

Participating Jurisdictions	Roles & Responsibilities
Inyo County	Coordinate with Mono County, Alpine County, CoC and Eastern Sierra Community Housing to identify potential parcels of land for development
Mono County	Coordinate with Inyo County, Alpine County, CoC and Eastern Sierra Community Housing to identify potential parcels of land for development
CA-530	Coordinate with Mono County, Alpine County, Inyo County and Eastern Sierra Community Housing to identify potential parcels of land for development

Given the individual roles and responsibilities identified above, describe and explain how all participating jurisdictions are or will begin to coordinate these efforts to use and develop available land to address and end homelessness in the region.

Regional Coordination Narrative - Land Use & Development

With this CoC set within the Sierra Nevada Mountain range, land appropriate for housing is difficult to identify. However, the Counties and the CoC have assisted Eastern Sierra Community Housing in identifying land for the development of permanent housing using Project Homekey funds. The jurisdictions and the CoC will continue to work with housing developers in identifying potential parcels of land for affordable housing.

Development of Interim and Permanent Housing Options

Participating Jurisdictions	Roles & Responsibilities
Inyo County	Coordinate with Mono County, Alpine County, and the CoC in identifying funding for the development of permanent housing
Mono County	Coordinate with Inyo County, Alpine County, and the CoC in identifying funding for the development of permanent housing
CA-530	Coordinate with Mono County, Alpine County, and Inyo County in identifying funding for the development of permanent housing

Given the individual roles and responsibilities identified above, describe and explain how all participating jurisdictions are or will begin to coordinate these efforts to develop adequate interim and permanent housing options to address and end homelessness in the region.

Regional Coordination Narrative - Shelter, Interim, and PH Options

Funding for affordable housing within this region is scarce. However, the close collaboration amongst the counties and the CoC has helped in the recent development of a number of affordable housing units through Eastern Sierra Community Housing. Additionally, Mono County is in the planning process of adding additional transitional housing beds. Alpine, Inyo and Mono Counties do not have any year-round emergency shelter programs, only utilizing hotel/motel vouchers. With limited funding available, the

Counties and the CoC are investing in RRH to permanently house individuals, as well as homeless prevention to keep at-risk individuals and families permanently housed.

Coordination of & Connection to Service Delivery

Participating Jurisdictions	Roles & Responsibilities
Inyo County	Coordinate with Mono County, Alpine County, and the CoC in evaluating the coordinated entry system and improving HMIS access
Mono County	Coordinate with Inyo County, Alpine County, and the CoC in evaluating the coordinated entry system and improving HMIS access
CA-530	Coordinate with Mono County, Alpine County, and Inyo County in evaluating the coordinated entry system and improving HMIS access

Given the individual roles and responsibilities identified above, describe how all participating jurisdictions are or will begin to coordinate to provide the full array of services, shelter, and permanent housing solutions to people experiencing and at-risk of experiencing homelessness in the region.

Regional Coordination Narrative - Coordination & Connection to Service Delivery

Currently, the CoC utilizes a "No Wrong Door" approach for the Coordinated Entry System. The CoC and the Counties are currently revising the coordinated entry policies and procedures to help remove any barriers to services within the region. Additionally, the CoC is reviewing the HMIS policies and procedures to ensure all homeless services providers are able to begin entering data into HMIS. As agencies begin entering into HMIS, the CoC will be able to begin analyzing the number of service referrals.

System Performance Measures & Improvement Plan

Steps to complete this section:

1. Identify the most recent system performance measures for the region.
2. Describe the key action(s) the region intends to take to improve each system performance measure.

Guidance:

Cal ICH shall provide each region with system performance measures by CoC, with the exception of the LA region, which will receive data from all four CoCs within LA County. Applicants must enter that data in the corresponding measures fields in the application. Applicants should not adjust the data provided even if the geographic region of the data does not perfectly align with the participating applicant geography of this application.

*The application must include **at least one** key action for **each** system performance measure. All columns*

must be filled out for each action.

For "Funding Type" select one of the options. If you select the blank field, you may type in a unique funding source type.

To add additional actions or racial equity measures, click the appropriate "Add" buttons near the bottom of each table.

Note: While Cal ICH expects most of the disparities listed to be based on race or ethnicity, applicants may identify other populations that are also overrepresented among people experiencing homelessness in the region.

Definitions:

- **Key Actions** may include a brief description of a strategic initiative or step identified to address or improve the specific system performance measure. This can be a policy, program, partnership, target measure, or any other approach which reflects an improvement and delivers positive impact. Provide a clear description of the action and its intended outcome.
- **Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the key action.
- **Collaborating Entity/ies** may include a group, organization, or jurisdiction within your region working to address or improve the system performance measure. This can be another participating jurisdiction, a system partner, or any organization actively participating in the key action.
- **Timeframe** should include a target date for completion of the key action.
- **Success Measurement Methods** may include a systematic approach or tool used to assess the effectiveness and impact of the key action on the system performance measure. This can be quantitative measures, qualitative feedback, or any combination that provides insight into the progress and outcomes pertaining to the key action. Provide a clear description of how you plan to track and report on the success of your key action.

SPM 1a: Number of people accessing services who are experiencing homelessness.

SPM 1a
174

Key Actions PM 1

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborating Entity/ies	Target Date for Completion	Success Measurement Method
Increase HMIS Utilization	HHAP 3-5	State	Inyo County	CA-530, Mono	6/30/2026	Increased number of

				County, Alpine County		HMIS licensed agencies and homeless services programs
Monitor HMIS data quality to ensure accuracy and provide additional trainings	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Decreased number of data quality flags
Improve Coordinated Entry Process	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County	6/30/2025	Increase in number of people accessing Coordinated Entry

SPM 7.1a: Racial and ethnic disparities among those accessing services who are experiencing homelessness.

Racial/Ethnic Group	Measure
American Indian/Alaska Native	43
White AND Hispanic/Latino	46

Key Actions PM 1

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborating Entity/ies	Target Date for Completion	Success Measurement Method
Provide HMIS trainings on the purpose of collecting racial/ethnic data	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2025	Decreased amount of "data not collected/missing"
Increase HMIS utilization	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs

Provide service materials in multiple languages	HHAP 3-5	State	Inyo and Mono Counties	CA-530, Alpine County	6/30/2025	Increased number of underrepresented groups accessing homeless services
Increase coordination with the ten federally recognized Native American Tribes	HHAP 3-5	State	CA-530	Mono County, Alpine County, Inyo County	6/30/2025	increased number of Native American/Alaska Native households accessing supportive services; qualitative data from CoC attendance

SPM 1b: Number of people experiencing unsheltered homelessness on a single night (unsheltered PIT count)

SPM 1b
74

Key Actions PM 1

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborating Entity/ies	Target Date for Completion	Success Measurement Method
Increase HMIS Utilization	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data
Invest in RRH services	HHAP 3-5	State	CA-530	Alpine County, Inyo County, Mono County	6/30/2026	Decrease number of unsheltered households, increase number of permanently

Increase number of hotel/motel vouchers	HHAP 3-4	State	Inyo and Mono Counties	CA-530, Alpine County	6/30/2026	Decrease number of unsheltered households, increase number of those in emergency shelter as reported in the PIT
Alpine County participation in PIT	HHAP 3-5	State	CA-530	Mono County, Alpine County	1/31/2026	More accurate data within the CoC on unsheltered/sheltered households as reported on the PIT

SPM 7.1b: Racial and ethnic disparities among those experiencing unsheltered homelessness on a single night

Racial/Ethnic Group	Measure
Hispanic/Latino	16
American Indian/Alaska Native	11

Key Actions PM 1

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborating Entity/ies	Target Date for Completion	Success Measurement Method
Increase coordination with the ten federally recognized Native American Tribes	HHAP 3-5	State	CA-530	Mono County, Alpine County, Inyo County	6/30/2026	Increased number of Native American/Alaska Native households accessing supportive services and emergency shelter or RRH
Provide	HHAP 3-5	State	Inyo and	CA-530,	6/30/2026	Increased

outreach and service material in multiple languages

Mono Counties

Alpine County

number of underrepresented groups accessing homeless services and emergency shelter or RRH

Alpine County participation in PIT	HHAP 3-5	State	CA-530	Mono County, Alpine County	1/31/2026	More accurate data within the CoC on unsheltered/sheltered households as reported on the PIT
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SPM 2: Number of people accessing services who are experiencing homelessness for the first time.

SPM 2
113

Key Actions PM 1

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborating Entity/ies	Target Date for Completion	Success Measurement Method
Increase HMIS Utilization	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs
Monitor HMIS data quality to ensure accuracy and provide additional trainings	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Decreased number of data quality flags
Improve Coordinated Entry Process	HHAP 3-5	State	CA-530	Inyo County, Mono County,	6/30/2026	Increase in number of people accessing

				Alpine County		Coordinated Entry
Invest in Homeless Prevention Activities	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County	6/30/2026	Decrease in number of people entering homelessness for the first time (HMIS)

SPM 7.2: Racial and ethnic disparities in the number of people accessing services who are experiencing homelessness for the first time

Racial/Ethnic Group	Measure
American Indian/Alaska Native	36
White AND Hispanic/Latino	31

Key Actions PM 1

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborating Entity/ies	Target Date for Completion	Success Measurement Method
Provide HMIS trainings on the purpose of collecting racial/ethnic data	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Decreased amount of "data not collected/missing"
Increase HMIS utilization	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data
Provide service materials in multiple languages	HHAP 3-5	State	Inyo and Mono Counties	CA-530, Alpine County	6/30/2026	Increased number of underrepresented groups accessing homeless services

Increase coordination with the ten federally recognized Native American Tribes	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County	6/30/2026	increased number of Native American/Alaska Native households accessing supportive services; qualitative data from CoC attendance
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Invest in Homeless Prevention Activities	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County	6/30/2026	Decrease in number of people entering homelessness for the first time (HMIS)
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SPM 3: Number of people exiting homelessness into permanent housing.

SPM 3
63

Key Actions PM 1

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborating Entity/ies	Target Date for Completion	Success Measurement Method
Invest in RRH	HHAP 3-5	State	CA-530	Inyo County; Mono County; Alpine County	6/30/2026	Increased number of individuals exiting to permanent housing (HMIS)
Increase HMIS Utilization	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs
Monitor HMIS data quality to	HHAP 3-5	State	Inyo County	Mono County,	6/30/2026	Decreased number of data

ensure accuracy and provide additional trainings

CA-530, Alpine County

quality flags

SPM 7.3: Racial and ethnic disparities in the number of people exiting homelessness into permanent housing.

Racial/Ethnic Group	Measure
Hispanic/Latino	23
American Indian/Alaska Native	13

Key Actions PM 1

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborating Entity/ies	Target Date for Completion	Success Measurement Method
Invest in RRH	HHAP 3-5	State	CA-530	Inyo County; Mono County; Alpine County	6/30/2026	Increased number of individuals exiting to permanent housing (HMIS)
Provide HMIS trainings on the purpose of collecting racial/ethnic data	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Decreased amount of "data not collected/missing"
Increase HMIS utilization	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data
Provide service materials in multiple languages	HHAP 3-5	State	Inyo and Mono Counties	CA-530, Alpine County	6/30/2026	Increased number of underrepresented groups accessing homeless

services

Increase coordination with the ten federally recognized Native American Tribes	HHAP 3-5	State	CA-530	Inyo County; Mono County; Alpine County	6/30/2025	Increased number of Native American/Alaska Native households accessing supportive services; qualitative data from CoC attendance
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SPM 4: Average length of time that people experienced homelessness while accessing services

SPM 4

126

Key Actions PM 1

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborating Entity/ies	Target Date for Completion	Success Measurement Method
Increase HMIS Utilization	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs
Monitor HMIS data quality to ensure accuracy and provide additional trainings	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Decreased number of data quality flags
Invest in RRH	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County	6/30/2026	Increased number of individuals exiting to permanent housing (HMIS)

SPM 7.4: Racial and ethnic disparities in the average length of time that people experienced homelessness while accessing services.

Racial/Ethnic Group	Measure
American Indian/Alaska Native	138

Key Actions PM 1

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborating Entity/ies	Target Date for Completion	Success Measurement Method
Provide HMIS trainings on the purpose of collecting racial/ethnic data	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Decreased amount of “data not collected/missing”
Increase HMIS utilization	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data
Increase coordination with the ten federally recognized Native American Tribes Inyo County	HHAP 3-5	State	CA-530	Mono County, Alpine County, Inyo County	6/30/2026	Increased number of Native American/Alaska Native households accessing supportive services and more accurate LOT homeless

SPM 5: Percent of people who return to homelessness within 6 months of exiting homelessness response system to permanent housing.

SPM 5
0.00%

Key Actions PM 1

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborating Entity/ies	Target Date for Completion	Success Measurement Method
Invest in RRH	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County	6/30/2026	Increased number of individuals exiting to permanent housing (HMIS)
Monitor HMIS data quality to ensure accuracy and provide additional trainings	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Decreased number of data quality flags and exit destination missing
Increase HMIS Utilization	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data

SPM 7.5: Racial and ethnic disparities in the percent of people who return to homelessness within 6 months of exiting homelessness response system to permanent housing.

Racial/Ethnic Group	Measure
Hispanic/Latino	0.00%
American Indian/Alaska Native	0.00%

Key Actions PM 1

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborating Entity/ies	Target Date for Completion	Success Measurement Method
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Invest in RRH	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County	6/30/2026	Increased number of individuals exiting to permanent housing (HMIS)
Provide HMIS trainings on the purpose of collecting racial/ethnic data	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Decreased amount of "data not collected/missing"
Increase HMIS utilization	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data
Provide service materials in multiple languages	HHAP 3-5	State	Inyo and Mono Counties	CA-530, Alpine County	6/30/2026	Increased number of underrepresented groups RRH services
Increase coordination with the ten federally recognized Native American Tribes	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County, Mono County, CA-530, Alpine County	6/30/2026	Increased number of Native American/Alaska Native households accessing supportive services; increase exits to permanent housing

SPM 6: Number of people with successful placements from street outreach projects.

SPM 6
0

Key Actions PM 1

Key Action	Funding Source(s) the	Funding Type	Lead Entity	Collaborati ng	Target Date for	Success Measurement
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	region intends to use to achieve the action			Entity/ies	Completion	Method
Increase HMIS Utilization - there are no street outreach projects currently entering into HMIS	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data

SPM 7.6: Racial and ethnic disparities in the number of people with successful placements from street outreach projects.

Racial/Ethnic Group	Measure
American Indian/Alaska Native	0
Hispanic Latino	0

Key Actions PM 1

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborating Entity/ies	Target Date for Completion	Success Measurement Method
Increase HMIS Utilization - there are no street outreach projects currently entering into HMIS	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data
Increase coordination with the ten federally recognized Native American Tribes	HHAP 3-5	State	CA-530	Mono County, Alpine County, Inyo County	6/30/2026	Tribal outreach staff data being entered into HMIS

Equity Improvement Plan

Steps to Complete this Section:

1. Identify and describe the key actions the region will take to ensure racial and gender equity in:

- Service delivery;
- Housing placements;
- Housing retention; and
- Identify any changes to procurement or other means to affirm equitable access to housing and services for groups overrepresented among residents experiencing homelessness.

2. Identify if place-based encampment resolution is occurring in the region and if so, the CoC must describe and provide evidence of collaboration with the cities or counties providing encampment resolution services that addresses how people served through encampment resolution have or will be prioritized for permanent housing within the Coordinated Entry System.

Optional: upload any evidence the region would like to provide regarding collaboration and/or prioritization as it relates to question 2.

Guidance:

Of the four tables below, the first three must include at a minimum one key action to address racial equity and one key action to address gender equity. The fourth and final table must include at least one key action.

To add additional actions, click "Add an Action" at the bottom of the table.

Definitions:

- **Key Actions** may include a brief description of a strategic initiative or step identified to address or improve the inequity. This can be a policy, program, partnership, target metric, or any other approach which reflects an improvement and delivers positive impact. Provide a clear description of the action and its intended outcome.
- **Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the key action.
- **Collaborating Entity/ies** may include a group, organization, or jurisdiction within your region working to address or improve the inequity. This can be another participating jurisdiction, a system partner, or any organization actively participating in the key action.

Key Actions the Region Will Take to Ensure Racial and Gender Equity in Service Delivery

Key Action	Lead Entity	Collaborating Entity/ies
Provide outreach/educational materials in multiple languages	Inyo County, Mono County	CA-530; Alpine County; homeless services

		providers
Evaluate Coordinated Entry System to ensure there are no undue barriers to services	CA-530	Inyo County, Mono County, Alpine County, homeless services providers
Improve HMIS Data Quality	Inyo County	CA-530; Mono County; Alpine County; homeless services providers
Conduct cultural competency trainings	CA-530	Inyo County, Mono County, Alpine County, homeless services providers

Key Actions the Region Will Take to Ensure Racial and Gender Equity in Housing Placements

Key Action	Lead Entity	Collaborating Entity/ies
Conduct cultural competency trainings	CA-530	Inyo County, Mono County, Alpine County, homeless services providers
Improve HMIS Data Quality	Inyo County	CA-530; Mono County; Alpine County; homeless services providers
Provide eligibility materials in multiple languages	Inyo County, Mono County	CA-530; Alpine County; homeless services providers

Key Actions the Region Will Take to Ensure Racial and Gender Equity in Housing Retention

Key Action	Lead Entity	Collaborating Entity/ies
Conduct cultural competency trainings	CA-530	Inyo County, Mono County, Alpine County, homeless services providers
Invest in post-housing case management	CA-530	Inyo County, Mono County, Alpine County, homeless services providers
Provide anonymous opportunities for feedback	CA-530	Inyo County, Mono County, Alpine County, homeless services

		providers
Engage with minority-serving and tribal organizations to receive input on ways outreach and housing opportunities can be more equitable	CA-530	Inyo County, Mono County, Alpine County, homeless services providers
Improve HMIS Data Quality	Inyo County	CA-530; Mono County; Alpine County; homeless services providers
Provide service material(s) in multiple languages	Inyo County, Mono County	CA-530; Alpine County; homeless services providers

Key Actions the Region Will Take to Change Procurement or Other Means to Affirm Equitable Access to Housing and Services for Overrepresented Groups Among People Experiencing Homelessness in the Region

Key Action	Lead Entity	Collaborating Entity/ies
Revise the current contracting process to include information on racial and gender equity as well as HMIS project requirements	Inyo County	CA-530; Mono County; Alpine County; homeless services providers
Provide additional outreach to minority-serving and tribal organizations that have not previously received funding for homeless services	CA-530	Inyo County, Mono County, Alpine County, homeless services providers

Is place-based encampment resolution occurring within the region?

No

Optional Upload: Evidence of Collaboration and/or Prioritization

Plan to Reduce the Number of People Experiencing Homelessness Upon Exiting an Institutional Setting

Steps to Complete this Section:

1. Identify and describe the key actions **each participating Eligible Applicant** will take to reduce the number of people falling into homelessness as they exit institutional settings including:
 - o Jails
 - o Prisons

- Hospitals:
- Other Institutional Settings (such as foster care, behavioral health facilities, etc. as applicable in the region)

Guidance:

At a minimum, if an institutional setting is present in an Eligible Applicant's jurisdiction, the Eligible Applicant must identify their role.

To add additional actions, click "Add an Action" at the bottom of the table.

If an institution is not present in a jurisdiction, type N/A.

Definitions:

- **Key Actions** may include a brief description of a strategic initiative or step identified to address or improve the specific performance measure. This can be a policy, program, partnership, target measure, or any other approach which reflects an improvement and delivers positive impact. Provide a clear description of the action and its intended outcome.
- **Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the key action.
- **Collaborating Entity** may include a group, organization, or jurisdiction within your region working to address or improve the performance measure. This can be another participating jurisdiction, a system partner, or any organization actively participating in the key action.

Key Actions to Reduce the Number of People Experiencing Homelessness Upon Exiting a Jail

Key Action	Lead Entity	Collaborating Entity/ies
Coordinate with local jails on discharge planning for inmates exiting the local jail(s), which may include access to hotel/motel vouchers, transitional housing (as appropriate), rapid rehousing and diversion assistance	Inyo County, Mono County	CA-530; Alpine County; local homeless services providers

Key Actions to Reduce the Number of People Experiencing Homelessness Upon Exiting a Prison

Key Action	Lead Entity	Collaborating Entity/ies
N/A	N/A	N/A

Key Actions to Reduce the Number of People Experiencing Homelessness Upon Exiting a Hospital

Key Action	Lead Entity	Collaborating Entity/ies
Coordination with managed care plans and local for post-discharge planning	Inyo County, Mono County	CA-530; Alpine County; local homeless services providers; Southern Inyo Hospital, Northern Inyo Hospital; Mammoth Hospital; Carson Valley Medical Center

Key Actions to Reduce the Number of People Experiencing Homelessness Upon Exiting Other Institutional Settings (such as foster care, behavioral health facilities, etc. as applicable in the region)

Institutional Setting	Key Action	Lead Entity	Collaborating Entity/ies
Behavioral Health	Close collaboration with behavioral health agencies to help individuals enter into transitional housing or other appropriate housing upon discharge	Mono County	Inyo County, Alpine County, CA-530; local homeless services providers

Plan to Connect People Experiencing Homelessness to All Eligible Benefit Programs

Steps to Complete this Section:

1. Explain how the region is connecting, or will connect, individuals to wrap-around services from all eligible federal, state, and local benefit programs, including, but not limited to, housing and homelessness services and supports that are integrated with the broader social services systems and supports. Benefit Programs include, but are not limited to:
 - CalWORKs
 - CalFresh
 - Supplemental Security Income/State Supplemental Program (SSI/SSP) and disability benefits advocacy;
 - In-home supportive services;
 - Adult protective services;
 - Child welfare;
 - Child care; and
 - Medi-Cal benefits through Managed Care Plans

Guidance:

*All of the above benefit programs **must** be included and fully explained in the table. In addition to these benefit programs, participating eligible applicants should add other benefit programs that provide wrap-around services in the region.*

To add additional benefit programs, click "Add Benefit Program" at the bottom of the table. If you select the blank field and you may type in the name of the benefit program.

Definitions:

- **Connection Strategy/ies** means methods and actions that support client access and/or enrollment in eligible benefit programs. This may be a method or action that supports connection between a benefit program and clients, between benefits programs, and/or between benefits programs and the homeless services system, so long as the method or action **supports client access and/or enrollment in the eligible benefit program.**
- **Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the benefit program.
- **Collaborating Entity** may include a group, organization, or jurisdiction within your region working to provide the benefit. This can be another participating jurisdiction, a system partner, or any organization actively participating in providing the benefit.

Benefit Programs

Benefit Program	Connection Strategy/ies	Lead Entity	Collaborating Entity/ies
CalWORKs	Homeless service providers are able to directly refer clients to apply for assistance through Health and Human Services and Department of Social Services within Alpine, Inyo and Mono Counties. The Housing Support Program provides families with wraparound services including rental subsidies.	Inyo County, Mono County	CA-530; Alpine County; homeless services providers
CalFresh	Homeless service providers are able to directly refer clients to apply for assistance through Health and Human Services and Department of Social Services within Alpine, Inyo and Mono Counties.	Inyo County, Mono County	CA-530; Alpine County; homeless services providers
Supplemental Security Income/State Supplemental Program (SSI/SSP) and disability benefits advocacy	Homeless service providers are able to directly refer clients to Health and Human Services and Department of Social Services within Alpine, Inyo and Mono Counties. Staff help determine eligibility and apply for benefits. Inyo-Mono Association for the Handicapped also provide assistance to clients with developmental disabilities	Inyo County, Mono County	CA-530; Alpine County; Inyo-Mono Association for the Handicapped; homeless services providers

In-home supportive services

Health and Human Services and Adult Services within all three counties provide in home supportive services for eligible individuals. Homeless service providers are able to make direct referrals to the appropriate county agency.

Inyo County, Mono County

CA-530; Alpine County; homeless services providers

Adult protective services

Homeless service providers are able to directly refer clients to Health and Human Services and Department of Social Services within Alpine, Inyo and Mono Counties. Staff help determine eligibility and provide appropriate assistance. Additionally, individuals may call the 24-hour hotline to report suspected adult abuse

Inyo County, Mono County

CA-530; Alpine County; homeless services providers

Child Welfare

Homeless service providers are able to directly refer clients to Health and Human Services and Department of Social Services within Alpine, Inyo and Mono Counties for assistance with child welfare. Individuals can call the 24-hour hotline to report child abuse. The counties have family preservation and family maintenance programs that are provided to help children remain in the home. Households may also be referred to the Wild Iris Counseling and Crisis Center, the region's victim services provider.

Inyo County, Mono County

CA-530; Alpine County; Wild Iris Counseling and Crisis Center; homeless services providers

Child care

Homeless service providers are able to refer clients to the counties' offices of education to provide guidance on eligibility for child care programs. Additionally, families eligible through CalWorks are also eligible for childcare assistance for children through the age of 12.

Inyo County, Mono County

CA-530; Alpine County; Wild Iris Counseling and Crisis Center; homeless services providers

Medi-Cal benefits through Managed Care Plans

County staff work with Anthem Blue Cross, Centene, Elevance Health and California Health and Wellness to connect to appropriate Medi-Cal benefits

Inyo County, Mono County

CA-530; Alpine County; Anthem Blue Cross; California Health and Wellness; Centene, Elevance Health



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

June 18, 2024

Reference ID:
2024-314

Redwood Toxicology Contract Amendment No. 1 Health & Human Services - Social Services ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

Darcia Blackdeer-Lent, Deputy Director, Social and Placement Services

RECOMMENDED ACTION:

Approve Amendment No. 1 to the agreement between Inyo County and Redwood Toxicology to amend the Schedule of Fees including the updated pricing schedule with the inclusion of saliva swabs, urine testing, and follow-up testing for laboratory confirmation of all positive screenings related to the swabs.

BACKGROUND / SUMMARY / JUSTIFICATION:

Health & Human Services (HHS) advertised a Request for Proposals (RFP) for drug testing supplies and services in 2020. After receiving bids from three vendors, Redwood Toxicology was determined to meet our RFP requirements and be the least expensive overall cost. The supply cost for Redwood is slightly higher than one of the other vendors, but the testing results are significantly less expensive with Redwood, resulting in Redwood providing a bid with an overall lower cost to the County. HHS has already been using Redwood Toxicology for over three years for these services. Drug testing supplies and services are mandated services in Child Protective Services and Substance Use Disorders programs.

This contract amendment will allow HHS to add additional rapid test modalities to ensure that testing can be performed on all individuals. The amendment also allows for confirmatory testing following a positive oral swab, if indicated.

FISCAL IMPACT:

Funding Source	Non-General Fund (Federal and State funding)	Budget Unit	055800
Budgeted?	Yes	Object Code	5501
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
No impact to the current budget.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment. This is not recommended as it would limit drug testing services and cause a delay in the ability to provide mandated services, as well as reduce the ability of CPS to effectively monitor a critical safety factor involved in most of the child welfare cases.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Redwood Toxicology Amendment 1

APPROVALS:

Tyler Davis	Created/Initiated - 6/5/2024
Darcy Ellis	Approved - 6/5/2024
Anna Scott	Approved - 6/5/2024
Darcia Blackdeer-Lent	Approved - 6/5/2024
Gina Ellis	Approved - 6/5/2024
Melissa Best-Baker	Approved - 6/5/2024
Christian Milovich	Approved - 6/5/2024
John Vallejo	Approved - 6/5/2024
Amy Shepherd	Approved - 6/5/2024
Nate Greenberg	Final Approval - 6/7/2024

**AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Redwood Toxicology Laboratory
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Redwood Toxicology Laboratory, of Santa Rosa, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated November 3, 2020, on County of Inyo Standard Contract No. 116, for the term from November 3, 2020 to June 30, 2024.

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

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

County and Contractor hereby amend such Agreement as follows:

The Scope of Work shall be amended to include the following:
Collected urine samples will be picked up at the following locations:

The Inyo County Address shall be amended as follows:
Health and Human Services
1360 N Main St. STE 203
Bishop, CA 93514

The Schedule of Fees shall be replaced with the attached, UPDATED, pricing schedule with the inclusion of saliva swabs, urine testing and follow-up testing for laboratory confirmation of all positive screening related to swabs.

The effective date of this Amendment to the Agreement is February 26, 2024.

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

AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Redwood Toxicology Laboratory
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

DocuSigned by:

Mary Tardel

D43702611A5146C...

Signature

By: _____

Mary Tardel, Director, Government Services
Type or Print

Dated: May 20, 2024 | 9:40:06 AM CDT

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg

County Risk Manager



**Pricing Schedule
Inyo County HHS
RFP for Drug Testing Services and Supplies**

Below are line items from the Exhibit A as well as panels or tests that the County currently utilizes with RTL. However, this does not depict RTL's complete test menu. Should the County desire any additional tests or panels, please inquire with the Bid Analyst or your Sales Representative for available options and pricing.

Section I: Laboratory Drug & Alcohol Testing Services - Urine

Urine Lab Tests - Standard Drugs

Standard drugs include: Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy (MDMA), Heroin metabolite (6-MAM), Marijuana (THC), Methadone, Opiates, Oxycodone, PCP, Propoxyphene, Tramadol. The following adulterants may be included in each when counted as a drug: pH, Specific Gravity, Creatinine.

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
H58	12	Urine 12 Panel Standard Drug Test w/ OXY & BUP - Screen Only	\$ 7.60
Various	1	Urine 1 Panel Standard Drug Test - Screen Only	\$ 7.00
N/A	1	Ethyl Glucuronide (EtG) Alcohol Metabolite - Add-On Screen Only*	\$ 0.75
049 or 050	1	Ethyl Glucuronide (EtG) Alcohol Metabolite - Stand-Alone Screen Only	\$ 7.00
Various	1	GC-MS, GC-FID or LC-MS/MS Standard Drug Confirmation - Per Drug	\$ 16.00
Various	1	Buprenorphine - Confirmation Only	\$ 18.00

*Items referred to as "Add-On" must be built into a routine panel used by the agency. This price will only apply in creating the new panel/test code. For example, if an agency wants a 5-drug standard panel with EtG, we would create a panel with a new test code and charge your agency a price equivalent to the 5-drug panel screen and the add-on EtG price.

Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluid

Oral Fluid Lab Tests - Standard Drugs

Standard drugs include: Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Buprenorphine*, Cocaine, Carisoprodol, Ecstasy (MDMA), Ethyl Glucuronide (EtG), Fent anyl*, Heroin (6-MAM), Marijuana (THC), Meperidine*, Methadone, Opiates, Oxycodone, PCP, Propoxyphene, Tramadol. Creatinine is automatically included as a drug on every urine panel. Drugs marked with an asterisk (*) cost more to confirm than standard drugs.

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
Various	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	\$20.00

Section III: Laboratory Supplemental Services

TEST CODE	DESCRIPTION	PRICE PER
QNS	Insufficient Volume	\$10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$10.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL in Error	\$100.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$10.00
STAT	STAT Testing (Priority)	\$150.00
FEDEX	Short Shipment - Less than Five (5) Specimens	\$25.00
AFFD	Affidavits	\$125.00
INTP	Letter of Interpretation	\$125.00
CORT	Telephonic or Webinar Court Testimony, including preparation and travel time	\$300 per hour
	In-Person Court Testimony	\$800 per day + travel
	Expert Witness Prep Time	\$150 per hour
LPCK	Litigation Package	\$150.00

Section IV: Rapid Drug & Alcohol Screening Devices

ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2096	12	EZ Cup II 12-Panel AMP1000/BAR/BUP/BZO/COC150/MAMP1000/MDMA/MOP300/MTD/OXY/PPX/THC	\$4.00	\$100.00
01 102 2203	7	iCup Urine Test 7 Panel Drug Screen Cup AMP500/COC150/MAMP500/OPI300/OXY100/THC50/PCP25 - FFUO**	\$2.67	\$66.75
01 102 2204	9	iCup Urine Test 9 Panel Drug Screen Cup OPI300/COC150/THC50/BZO300/PCP25/MAMP1000/BUP10/MTD300/ETG500 w/ adulteration (OX, CR, SG, pH) - FFUO**	\$3.67	\$91.75
01 102 2205	9	iCup Urine Test 9 Panel Drug Screen Cup ETG500/OPI300/COC300/THC50/AMP1000/mAMP1000/BUP10/OXY100/BZO300 w/ adulteration (OX, CR, SG, pH) - FFUO**	\$3.35	\$83.75
01 102 2206	9	iCup Urine Test 9 Panel Drug Screen Cup BUP10/COC150/MAMP500/OPI300/OXY100/BZO300/MDMA500/THC50/K2 - FFUO**	\$3.15	\$78.75
01 102 2207	12	iCup Urine Test 12 Panel Drug Screen Cup COC300/THC50/OPI2000/AMP1000/METH1000/PCP25/BZO300/BAR300/MTD300/BUP10/OXY100/ETG500 - FFUO**	\$3.27	\$81.75
01 102 2208	13	iCup Urine Test 13 Panel Drug Screen Cup ETG500/FEN20/TRAM200/AMP1000/BUP10/BZO300/COC300/MET1000/MDMA500/MTD300/OPI300/OXY100/THC50 - FFUO**	\$3.35	\$83.75
01 102 2209	14	AMP1000/BUP10/BZO300/COC300/EtG500/FYL20/MAMP1000/MDMA500/MTD300/OPI300/TRAM200/OXY100/THC50/K2 w/adulteration (Ox/Cr/SG/pH) - FFUO**	\$3.95	\$98.75
01 102 2210	15	iCup Urine Test 15 Panel Drug Screen Cup AMP500/BUP10/BZO300/COC150/EtG500/FYL20/MAMP500/MDMA500/MTD300/OPI300/OXY100/THC50/TRA200/6-AM w/adulteration (Ox/Cr/SG/pH) - FFUO**	\$3.97	\$99.25



Redwood Toxicology Laboratory, Inc.
3650 Westwind Blvd.
Santa Rosa, CA 95403
T: +1 800 255 2159
F: +1 707 577 8102

Section IV: Rapid Drug & Alcohol Screening Devices (Cont.)

Oral Fluid Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2024	5	Screen Oral Fluid Device AMP50/COC20/MAMP50/OP140/THC12 - FFUO	\$6.26	\$156.50

Device Order Shipping & Handling: Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Shipping Point.

****Forensic Use Only (FFUO)** devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.

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 3rd day of November 2020 an order was duly made and entered as follows:

*HHS-Social
Services –
Redwood
Toxicology Contract*

Moved by Supervisor Totheroh and seconded by Supervisor Pucci to award, ratify and approve the contract for the provision of urine sample collection devices (supplies) and laboratory services with Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA in an amount not to exceed \$60,000 for the period of November 1, 2020 through June 30, 2024, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

WITNESS my hand and the seal of said Board this 3rd
Day of November, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____

Routing
CC Purchasing Personnel Auditor CAO: Other: HHS DATE: November 6, 2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Redwood Toxicology Laboratory
FOR THE PROVISION OF Drug Testing and Supply SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the drug testing and supply services of Redwood Toxicology Laboratory of Santa Rosa, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from November 1, 2020 to June 30, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$60,000 (sixty thousand dollars and no/xx) Dollars

(\$ 60,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo
County of Inyo Health & Human Services Department
PO Drawer H Address
Independence, CA 93526 City and State

Contractor:
Redwood Toxicology Laboratory Name
3650 Westwind Blvd. Address
Santa Rosa, CA 95403-1053 City and State

24. ENTIRE AGREEMENT.

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

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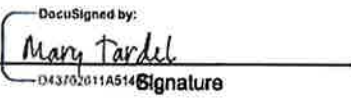
**AGREEMENT BETWEEN COUNTY OF INYO
AND Redwood Toxicology Laboratory
FOR THE PROVISION OF Drug Testing and Supply SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 6th DAY OF November, 2020

COUNTY OF INYO

CONTRACTOR

By: 
Signature
Matt Kingsley, Chairperson
Print or Type Name
Dated: 11/06/2020

By: 
Signature
Mary Tardel, Senior Director, Government Services
Print or Type Name
Dated: 10/26/2020

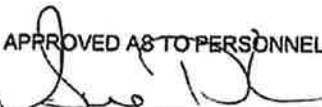
APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Redwood Toxicology Laboratory
FOR THE PROVISION OF Drug Testing and Supply SERVICES**

TERM:

FROM: November 1, 2020 **TO:** June 30, 2024

SCOPE OF WORK:

The Contractor shall provide all labor, materials, equipment, and incidentals to perform drug testing on samples provided by Inyo County and deliver the test results to the County.

The Contractor shall protect and maintain a chain of custody in collecting and processing test samples, including paper record keepings as shall be required by the requesting County department or agency to appropriately present evidence of any test results in any court or administrative proceeding.

The Contractor shall provide individual written reports and interpretation of any and all test results for the performance of such tests. Results report must include the levels of each item tested, including creatinine level provided to the authorized county employee on the results so the authorized county employee knows if the client is producing dilute urine samples.

The Contractor shall store samples with positive test results and/or tests with abnormalities for up to three (3) months in a secure warehouse. Negative test results will be stored for two (2) days. Chain of custody records, documentation and analytical records are maintained in secured storage for a period of three (3) years.

Collected urine samples will be picked up at the following locations:

Inyo County Health and Human Services
162-J Grove Street
Bishop, CA 93514

If requested, Contractor shall provide on-site training; and/or on-line Internet certified training on how to properly use the testing device; and/or provide on-site California Standards Training for Corrections (STC) certified Drug Abuse Recognition (DAR) training.

Amend Section 15. ASSIGNMENT as follows:

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

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Redwood Toxicology Laboratory
FOR THE PROVISION OF Drug Testing and Supply **SERVICES****

TERM:

FROM: November 1, 2020 **TO:** June 30, 2024

SCHEDULE OF FEES:

See attached pricing schedule for testing devices, laboratory services and witness testimony.

Testing device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged at an "at cost" basis.

Laboratory testing shipping: Specimen pickup will be provided at no additional cost to County, when five (5) or more specimens are included in the shipment, through FedEx or UPS with overnight service delivery to laboratory in Santa Rosa, Ca. Shipments with fewer than five (5) specimens sent to lab will be assessed seven dollar (\$7.00) charge per shipment.



Redwood Technology Laboratory, Inc.
 3650 Westwind Blvd.
 San Jose, CA 95140
 T: +1 800 255 2150
 F: +1 707 577 8102

**Pricing Schedule
 Inyo County HMS
 RFP for Drug Testing Services and Supplies**

Below are line items from the Exhibit A as well as panels or tests that the County currently utilizes with RTL. However, this does not depict RTL's complete test menu. Should the County desire any additional tests or panels, please inquire with the Bld Analyst or your Sales Representative for available options and pricing.

Section I: Laboratory Drug & Alcohol Testing Services - Urine

Urine Lab Tests - Standard Drugs

Standard drugs include: Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy (MDMA), Heroin metabolite (6-MAM), Marijuana (THC), Methadone, Opiates, Oxycodone, PCP, Propoxyphene, Tramadol. The following adulterants may be included in each when counted as a drug: pH, Specific Gravity, Creatinine.

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
HSB	12	Urine 12 Panel Standard Drug Test w/ OXY & BUP - Screen Only	\$ 6.50
Various	1	Urine 1 Panel Standard Drug Test - Screen Only	\$ 5.50
N/A	1	Ethyl Glucuronide (EtG) Alcohol Metabolite - Add-On Screen Only*	\$ 0.75
049 or 050	1	Ethyl Glucuronide (EtG) Alcohol Metabolite - Stand-Alone Screen Only	\$ 5.25
Various	1	GC-MS, GC-FID or LC-MS/MS Standard Drug Confirmation - Per Drug	\$ 12.75
Various	1	Buprenorphine - Confirmation Only	\$ 18.00

*Items referred to as "Add-On" must be built into a routine panel used by the agency. This price will only apply in creating the new panel/test code. For example, if an agency wants a 5-drug standard panel with EtG, we would create a panel with a new test code and charge your agency a price equivalent to the 5-drug panel screen and the add-on EtG price.

Section II: Rapid Drug & Alcohol Screening Devices

ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2096	12	EZ Cup II 12-Panel AMP1000/BAR/BUP/BZO/COC150/MAMP1000/MDMA/MOP300/MTD/OXY/PPX/THC	\$3.50	\$87.50
01 102 2203	7	iCup Urine Test 7 Panel Drug Screen Cup AMP500/COC150/MAMP500/OPI300/OXY100/THC50/PCP25 - FFUO**	\$2.67	\$66.75
01 102 2204	9	iCup Urine Test 9 Panel Drug Screen Cup OPI300/COC150/THC50/BZO300/PCP25/MAMP1000/BUP10/MTD300/ETG500 w/ adulteration [OX, CR, SG, pH] - FFUO**	\$3.67	\$91.75
01 102 2205	9	iCup Urine Test 9 Panel Drug Screen Cup ETG500/OPI300/COC300/THC50/AMP1000/mAMP1000/BUP10/OXY100/BZO300 w/ adulteration [OX, CR, SG, pH] - FFUO**	\$3.35	\$83.75
01 102 2206	9	iCup Urine Test 9 Panel Drug Screen Cup BUP10/COC150/MAMP500/OPI300/OXY100/BZO300/MDMA500/THC50/K2 - FFUO**	\$3.15	\$78.75
01 102 2207	12	iCup Urine Test 12 Panel Drug Screen Cup COC300/THC50/OPI2000/AMP1000/METH1000/PCP25/BZO300/BAR300/MTD300/BUP10/OXY100/ETG500 - FFUO**	\$3.27	\$81.75
01 102 2208	13	iCup Urine Test 13 Panel Drug Screen Cup ETG500/FEN20/TRAM200/AMP1000/BUP10/BZO300/COC300/MET1000/MDMA500/MTD300/OPI300/OXY100/THC50 - FFUO**	\$3.35	\$83.75
01 102 2209	14	AMP1000/BUP10/BZO300/COC300/ETG500/FYL20/MAMP1000/MDMA500/MTD300/OPI300/TRAM200/OXY100/THC50/K2 w/adulteration [Ox/Cr/SG/pH] - FFUO**	\$3.95	\$98.75
01 102 2210	15	iCup Urine Test 15 Panel Drug Screen Cup AMP500/BUP10/BZO300/COC150/ETG500/FYL20/MAMP500/MDMA500/MTD300/OPI300/OXY100/THC50/TRA200/6-AM w/adulteration [Ox/Cr/SG/pH] - FFUO**	\$3.97	\$99.25

Device Order Shipping & Handling: Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be

**Forensic Use Only (FFUO) devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Redwood Toxicology Laboratory
FOR THE PROVISION OF Drug Testing and Supply **SERVICES****

TERM:

FROM: November 1, 2020 **TO:** June 30, 2024

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Failure to carry specified lines or limits of coverage does not relieve contractor of obligation to indemnify Inyo County.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as shown below. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County. Failure to carry specified lines or limits of coverage does not in any way modify, limit, or relieve contractor of obligation to indemnify Inyo County.

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

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

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Medical Malpractice): with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability: as required if contractor will be accessing and managing electronic medical records, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations related to electronic medical records, and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

OTHER REQUIRED INSURANCE PROVISIONS

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

Additional Insured Status

Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in

Attachment C: Insurance Requirements

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). On the Acord 25, please list Certificate Holder as follows: Inyo County, 163 May St, Bishop, CA 93514; risk@inyocounty.us.

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

Attachment C: Insurance Requirements

Consultant shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. Electronic submission via risk@inyocounty.us is preferable to paper forms. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to carry specified lines or limits of coverage does not relieve contractor of obligation to indemnify Inyo County.

Subcontractors

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

Special Risks or Circumstances

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

-end-



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

June 18, 2024

Reference ID:
2024-374

Roux Associates, Inc. (Andy Zdon) Contract Amendment No. 3

Planning Department - Yucca Mountain Oversight

ACTION REQUIRED

ITEM SUBMITTED BY

Sally Faircloth

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

A) Approve Amendment No. 3 to the contract between the County of Inyo and Roux Associates Inc. (Andy Zdon) to amend:

- Section 2 – Term, to July 1, 2021 through June 30, 2025;
- Term to July 1, 2021 - June 30, 2025 on Attachments A-E as applicable. Section 3 - CONSIDERATION at Subsection D - Limit payable under Agreement. Shall not exceed \$90,000;
- The "not to exceed" amount to be \$90,000 on Attachments A-E as applicable; and
- Attachment D – Insurance Requirements; and

B) Authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and Andy Zdon has provided consistent and high-quality consulting services for the evaluation and monitoring of groundwater concerning it as well as ongoing monitoring in the Amargosa, Tecopa and Shoshone areas. The County has had Andy Zdon under contract since 2014 to the present under various contracts, for professional hydrological services associated with groundwater and the proposed Yucca Mountain repository.

Although presently there is not a lot of active interest in storing high-level radioactive waste at Yucca Mountain, there is always the possibility of the licensing proceedings to restart. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again, as well as, the continued groundwater monitoring in the southeast part of the county. Funding for Yucca Mountain oversight by the County is funded through money the County received from the Department of Energy.

FISCAL IMPACT:

Funding Source	General Funded US Department of Energy	Budget Unit	620605
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Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

This contract amendment provides for up to \$90,000 to be used during the term of the agreement which began in FY 2022 and will run through FY 2024-2025.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may direct staff to modify the contract or not approve the amendment. This is not recommended as Mr. Zdon's history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Roux Associates Contract Amendment No. 3
2. Insurance Requirements
3. Roux Associates Contract Amendment No. 2
4. Roux Associates Contract Amendment No. 1

APPROVALS:

Sally Faircloth	Created/Initiated - 5/14/2024
Darcy Ellis	Approved - 5/14/2024
Sally Faircloth	Approved - 6/5/2024
Cathreen Richards	Approved - 6/5/2024
Christian Milovich	Approved - 6/5/2024
John Vallejo	Approved - 6/5/2024
Amy Shepherd	Approved - 6/5/2024
Nate Greenberg	Approved - 6/7/2024
Sally Faircloth	Final Approval - 6/10/2024

AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
ROUX ASSOCIATES FOR THE PROVISION OF
HYDROLOGICAL CONSULTING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Roux Associates (hereinafter referred to as Contractor) have entered into an Agreement for the provision of Hydrological Consulting Services dated June 15, 2021 on County of Inyo Standard Contract No. 156 for the term from July 1, 2021 to June 30, 2022 for an amount not to exceed \$20,000 (“Agreement”).

WHEREAS, on April 12, 2022, the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2021 to June 30, 2023.

WHEREAS, on April 12, 2022, the County and Contractor consented to amend the term to be July 1, 2021 to June 30, 2023 on Attachments A-E as applicable.

WHEREAS, on April 12, 2022, the County and Contractor consented to amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$60,000.

WHEREAS, on April 12, 2022, the County and Contractor consented to amend the not to exceed amount to be \$60,000 on Attachments A-E as applicable.

WHEREAS, on June 6, 2023, the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2021 to June 30, 2024.

WHEREAS on June 6, 2023, the County and Contractor consented to amend the term to be July 1, 2021 to June 30, 2024 on Attachments A-E as applicable.

WHEREAS, on June 6, 2023, the County and Contractor consented to amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$80,000.

WHEREAS, on June 6, 2023, the County and Contractor consented to amend the not to exceed amount to be \$80,000 on Attachments A-E as applicable.

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

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

County and Contractor hereby Amend such Agreement as follows:

1. Amend Section 2 - TERM to July 1, 2021 to June 30, 2025.
2. Amend the term to July 1, 2021 – June 30, 2025 on Attachments A-E as applicable.
3. Amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$90,000.
4. Amend the not to exceed amount to be \$90,000 on Attachments A-E as applicable.
5. Amend Attachment D – Insurance Requirements.

**AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND ROUX ASSOCIATES FOR THE PROVISION OF
HYDROLOGICAL CONSULTING SERVICES**

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

COUNTY

CONTRACTOR

By: _____

By:



Digitally signed by Richard
Maxwell
Date: 2024.05.07 10:40:39
-07'00'

Dated: _____

Dated: May 7, 2024

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (Jun 4, 2024 08:46 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg

County Risk Manager

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

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

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

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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

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

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

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

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

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 6th day of June 2023 an order was duly made and entered as follows:

*Planning Dept. –
Roux Associates
Inc. (Andy Zdon)
Contract
Amendment No. 2*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Amendment No. 2 to the contract between County of Inyo and the Roux Associates Inc. (Andy Zdon) to amend the following: A) Section 2 – Term, to July 1, 2021 to June 30, 2024; B) Term to July 1, 2021 - June 30, 2024 on Attachments A-E as applicable; C) Section 3 – CONSIDERATION at Subsection D - Limit upon payable under Agreement. shall not exceed \$80,000; and D) The not-to-exceed amount to be \$80,000 on Attachments A-E as applicable. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 6th
Day of June, 2023

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Planning DATE: June 15, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

By: _____



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

June 6, 2023

Reference ID:
2023-3783

Roux Associates Inc. (Andy Zdon) Contract Amendment No. 2

Planning Department - Yucca Mountain Oversight

ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Approve Amendment No. 2 to the contract between County of Inyo and the Roux Associates Inc. (Andy Zdon) to amend:

- Section 2 – Term, to July 1, 2021 to June 30, 2024.
- Term to July 1, 2021 - June 30, 2024 on Attachments A-E as applicable.
- Section 3 - CONSIDERATION at Subsection D - Limit upon payable under Agreement. Shall not exceed \$80,000.
- The not to exceed amount to be \$80,000 on Attachments A-E as applicable.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and Andy Zdon has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater concerning it as well as ongoing monitoring in the Amargosa, Tecopa and Shoshone areas. The County has had Andy Zdon under contract since 2014 to the present under various contracts, for professional hydrological services associated with groundwater and the proposed Yucca Mountain repository.

Although presently there is not a lot of active interest in storing high-level radioactive waste at Yucca Mountain, there is always the possibility of the licensing proceedings to restart. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again, as well as, the continued ground water monitoring in the southeast part of the county. Funding for Yucca Mountain oversight by the County is funded through money the County received from the Department of Energy.

FISCAL IMPACT:

Funding Source	Grant Funded US Department of Energy	Budget Unit	620605
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

- The Board could not approve the amendment. This is not recommended as Mr. Zdon's history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.
- Direct staff to modify the contract.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Roux Associates Contract Amendment No. 2
2. Roux Associates Contract Amendment No. 1

APPROVALS:

Cathreen Richards	Created/Initiated - 5/4/2023
Darcy Ellis	Approved - 5/4/2023
John Vallejo	Approved - 5/4/2023
Amy Shepherd	Approved - 5/4/2023
Nate Greenberg	Approved - 6/1/2023
Cathreen Richards	Final Approval - 6/1/2023

AMENDMENT NO. TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
ROUX ASSOCIATES FOR THE PROVISION OF
HYDROLOGICAL CONSULTING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Roux Associates (hereinafter referred to as Contractor) have entered into an Agreement for the provision of Hydrological Consulting Services dated June 15, 2021 on County of Inyo Standard Contract No. 156 for the term from July 1, 2021 to June 30, 2022 for an amount not to exceed \$20,000 ("Agreement").

WHEREAS, on April 12, 2022 the County and Contractor consented to amend the Agreement at Section 2 -Term to be July 1, 2021 to June 30, 2023.

WHEREAS, on April 12, 2022 the County and Contractor consented to amend the term to be July 1, 2021 to June 30, 2023 on Attachments A-E as applicable.

WHEREAS, on April 12, 2022 the County and Contractor consented to amend Section 3 - CONSIDERATION at Subsection D- Limit upon payable under Agreement. Shall not exceed \$60,000.

WHEREAS, on April 12, 2022 the County and Contractor consented to amend the not to exceed amount to be \$60,000 on Attachments A-E as applicable.

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

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

County and Contractor hereby Amend such Agreement as follows:

1. Amend Section 2 -TERM to July 1 2021 to June 30, 2024.
2. Amend the term to July 1, 2021 -June 30, 2024 on Attachments A-E as applicable.
3. Amend Section 3 - CONSIDERATION at Subsection D - Limit upon payable under Agreement. Shall not exceed \$80,000.
4. Amend the not to exceed amount to be \$80,000 on Attachments A-E as applicable.

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND ROUX ASSOCIATES FOR THE PROVISION OF
HYDROLOGICAL CONSULTING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 6th DAY OF June _____, 2023 .

COUNTY

CONTRACTOR

By: 
Dated: 06/06/2023

By: 
Digitally signed by Richard Maxwell
Date: 2023.04.21 16:32:56
Dated: April 21, 2023

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

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 12th day of April 2022 an order was duly made and entered as follows:

*Planning – Roux
Associates
Amendment 1*

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve Amendment No. 1 to the contract between County of Inyo and Roux Associates, amending the term of the agreement to be July 1, 2021 through June 30, 2023 and the contract limit to a new not-to-exceed limit of \$60,000, contingent upon the Board's adoption of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 12th
Day of April, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Planning DATE: April 21, 2022



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Cathreen Richards

SUBJECT: Roux Contract Amendment No. 1

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between County of Inyo and Roux Associates, amending the term of the agreement to be July 1, 2021 through June 30, 2023 and the contract limit to a new not-to-exceed limit of \$60,000, contingent upon the Board's adoption of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and Andy Zdon has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater applicable to those proceedings. The County has contracted with Andy Zdon for professional hydrological services associated with groundwater and the proposed Yucca Mountain repository since 2014. The current contract is with Roux and Associates. The proposed Amendment #1 is intended to extend the term of this current contract to June 30, 2023 and increase the contract amount to \$60,000. This increase is in anticipation of a new hydrological model run and review by Roux and Associates. The new model was produced by the USGS and may affect the groundwater evaluations related to the proposed Yucca Mountain Repository review with regard to ground water flows through the Amargosa and Death Valley areas.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Contract Amendment 1
2. Original Contract

APPROVALS:

Cathreen Richards
Darcy Ellis
John Vallejo
Amy Shepherd
Cathreen Richards

Created/Initiated - 4/4/2022
Approved - 4/5/2022
Approved - 4/7/2022
Approved - 4/7/2022
Final Approval - 4/7/2022

AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
ROUX ASSOCIATES FOR THE PROVISION OF
HYDROLOGICAL CONSULTING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Roux Associates (hereinafter referred to as Contractor) have entered into an Agreement for the provision of Hydrological Consulting Services dated June 15, 2021 on County of Inyo Standard Contract No. 156 for the term from July 1, 2021 to June 30, 2022 for an amount not to exceed \$20,000 ("Agreement").

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

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

County and Contractor hereby Amend such Agreement as follows:

1. Amend Section 2 - TERM to July 1, 2021 to June 30, 2023.
2. Amend the term to July 1, 2021 – June 30, 2023 on Attachments A-E as applicable.
3. Amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$60,000.
4. Amend the not to exceed amount to be \$60,000 on Attachments A-E as applicable.


**AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND ROUX ASSOCIATES FOR THE PROVISION OF HYDROLOGICAL
CONSULTING SERVICES**

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 31 DAY OF March, 2022.**

COUNTY

CONTRACTOR

By: Dan Tether

By: 
Digitally signed by Richard Maxwell
Date: 2022.03.31 13:46:00 -07'00'

Dated: 04/12/2022

Dated: March 31, 2022

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.**
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of Roux Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 _____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
Inyo County Planning Department	Department
PO Drawer L	Address
Independence, CA 93526	City and State

Consultant:	
Roux Associates, Inc.	Name
555 12th Street, Suite 250	Address
Oakland, CA 94607	City and State

24. ENTIRE AGREEMENT.

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

///

///

AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
15th DAY OF June, 2021.

COUNTY OF INYO

By: *[Signature]*
Dated: 06/15/2021

CONSULTANT

By: *[Signature]*
Signature
Richard Maxwell
Print or Type Name
Dated: 5/17/2021

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCOPE OF WORK:

1. Contractor shall assist the County in the continued review, evaluation and reporting of hydrological data and information related to the County's comments on the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources. The review, evaluation and reporting of the hydrological data and information will also be used to support and update, as appropriate, the County's long-standing contentions. This work shall include, but not be limited to, a review of any new hydrological models produced or updates to the Death Valley Regional Groundwater models (1-3) that might result in evidence that shows significant changes to groundwater issues compared to what was illustrated in the SEIS.
2. Contractor shall conduct monitoring of wells located in the Amargosa, Tecopa and Shoshone area for a total of no more than 1-time annually. Evaluation and reporting of the results of these monitoring events will be prepared for the County including any findings relevant to the County previous comments on the SEIS or evidence that shows significant changes to groundwater issues compared to what was illustrated in the SEIS. These findings will also be used as appropriate to support the County's long-standing contentions.
3. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
4. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
5. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services as described in Attachment A which are performed by the Contractor at County's request, at a rate not to exceed \$20,000.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for incidental expenses shall be paid out of, and not in excess of, the amount of \$20,000.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

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

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Contractor will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and travel only for tasks included in the Scope of Work will be reimbursed.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

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

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

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

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

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

ATTACHMENT E - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

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

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

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

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.

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 12th day of April 2022 an order was duly made and entered as follows:

*Planning – Roux
Associates
Amendment 1*

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve Amendment No. 1 to the contract between County of Inyo and Roux Associates, amending the term of the agreement to be July 1, 2021 through June 30, 2023 and the contract limit to a new not-to-exceed limit of \$60,000, contingent upon the Board's adoption of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 12th
Day of April, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Planning DATE: April 21, 2022



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Cathreen Richards

SUBJECT: Roux Contract Amendment No. 1

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between County of Inyo and Roux Associates, amending the term of the agreement to be July 1, 2021 through June 30, 2023 and the contract limit to a new not-to-exceed limit of \$60,000, contingent upon the Board's adoption of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and Andy Zdon has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater applicable to those proceedings. The County has contracted with Andy Zdon for professional hydrological services associated with groundwater and the proposed Yucca Mountain repository since 2014. The current contract is with Roux and Associates. The proposed Amendment #1 is intended to extend the term of this current contract to June 30, 2023 and increase the contract amount to \$60,000. This increase is in anticipation of a new hydrological model run and review by Roux and Associates. The new model was produced by the USGS and may affect the groundwater evaluations related to the proposed Yucca Mountain Repository review with regard to ground water flows through the Amargosa and Death Valley areas.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Contract Amendment 1
2. Original Contract

APPROVALS:

Cathreen Richards
Darcy Ellis
John Vallejo
Amy Shepherd
Cathreen Richards

Created/Initiated - 4/4/2022
Approved - 4/5/2022
Approved - 4/7/2022
Approved - 4/7/2022
Final Approval - 4/7/2022

AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
ROUX ASSOCIATES FOR THE PROVISION OF
HYDROLOGICAL CONSULTING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Roux Associates (hereinafter referred to as Contractor) have entered into an Agreement for the provision of Hydrological Consulting Services dated June 15, 2021 on County of Inyo Standard Contract No. 156 for the term from July 1, 2021 to June 30, 2022 for an amount not to exceed \$20,000 ("Agreement").

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

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

County and Contractor hereby Amend such Agreement as follows:

1. Amend Section 2 - TERM to July 1, 2021 to June 30, 2023.
2. Amend the term to July 1, 2021 – June 30, 2023 on Attachments A-E as applicable.
3. Amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$60,000.
4. Amend the not to exceed amount to be \$60,000 on Attachments A-E as applicable.

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND ROUX ASSOCIATES FOR THE PROVISION OF HYDROLOGICAL
CONSULTING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 31 DAY OF March, 2022.

COUNTY

CONTRACTOR

By: Don Tether

By: 
Digitally signed by Richard
Maxwell
Date: 2022.03.31 13:46:00
-07'00'


Dated: 04/12/2022

Dated: March 31, 2022

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of Roux Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
Inyo County Planning Department	Department
PO Drawer L	Address
Independence, CA 93526	City and State

Consultant:	
Roux Associates, Inc.	Name
555 12th Street, Suite 250	Address
Oakland, CA 94607	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
15th DAY OF June, 2021.

COUNTY OF INYO

By: *Jeff Biffert*
Dated: 06/15/2021

CONSULTANT

By: *R Maxwell*
Signature
Richard Maxwell
Print or Type Name
Dated: 5/17/2021

APPROVED AS TO FORM AND LEGALITY:

Grace Chudla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Chris Shepherd
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCOPE OF WORK:

1. Contractor shall assist the County in the continued review , evaluation and reporting of hydrological data and information related to the County's comments on the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources. The review, evaluation and reporting of the hydrological data and information will also be used to support and update, as appropriate, the County's long-standing contentions. This work shall include, but not be limited to, a review of any new hydrological models produced or updates to the Death Valley Regional Groundwater models (1-3) that might result in evidence that shows significant changes to groundwater issues compared to what was illustrated in the SEIS.
2. Contractor shall conduct monitoring of wells located in the Amargosa, Tecopa and Shoshone area for a total of no more than 1-time annually. Evaluation and reporting of the results of these monitoring events will be prepared for the County including any findings relevant to the County previous comments on the SEIS or evidence that shows significant changes to groundwater issues compared to what was illustrated in the SEIS. These findings will also be used as appropriate to support the County's long-standing contentions.
3. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
4. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
5. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

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

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services as described in Attachment A which are performed by the Contractor at County's request, at a rate not to exceed \$20,000.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for incidental expenses shall be paid out of, and not in excess of, the amount of \$20,000.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

TERM:

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

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Contractor will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and travel only for tasks included in the Scope of Work will be reimbursed.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

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

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

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

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

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

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

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

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

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

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.



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

June 18, 2024

Reference ID:
2024-413

Inyo County Local Agency Formation Commission (LAFCo) 2024-2025 Contract Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

- A) Approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission (LAFCo) to provide staff services in the amount not to exceed \$17,468.80 for the period of July 1, 2024 through June 30, 2025;
- B) Authorize the Chairperson to sign; and
- C) Direct the Planning Department and County Counsel to provide services as outlined in the contract contingent upon the Board's adoption of a Fiscal Year 2024-2025 Budget.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo Local Agency Formation Commission (LAFCo) contracts with the Inyo County Planning Department for the services of LAFCo Executive Officer and support staff. The Commission also contracts with the Inyo County Office of County Counsel for legal services. A single contract between Inyo LAFCo and the County of Inyo Planning Department covers both staff and counsel services. Inyo LAFCo has budgeted \$17,468.80 for Fiscal Year 2024-2025 for staff and counsel services.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	23800
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
\$17,468.80			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the contract and not direct staff to provide services to Inyo LAFCo as outlined in the contract. This is not recommended since Inyo LAFCo would have to find another resource for staff services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. LAFCo FY 24-25 Contract

APPROVALS:

Cathreen Richards	Created/Initiated - 5/30/2024
Darcy Ellis	Approved - 5/30/2024
John Vallejo	Approved - 6/3/2024
Christian Milovich	Approved - 6/5/2024
Keri Oney	Approved - 6/10/2024
Amy Shepherd	Approved - 6/10/2024
Nate Greenberg	Approved - 6/11/2024
Cathreen Richards	Final Approval - 6/11/2024

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

INTRODUCTION

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code § 56000 et seq., hereinafter referred to as "Act") governs Local Agency Formation Commission operations, policies, and procedures; and

WHEREAS, Government Code § 56384 requires Inyo Local Agency Formation Commission (hereinafter referred to as ("Inyo LAFCO")) to appoint an Executive Officer and Legal Counsel, and Government Code § 56380 allows Inyo LAFCO to contract with any public agency or private party for personnel and facilities; and

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The County shall provide to Inyo LAFCO, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

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

When County performs work or services under this Agreement, County may have such work or services performed either by its own employees or, upon approval by Inyo LAFCO, by one or more of County's contractors. County will have such work or services performed by employees or contractors who are qualified to, and capable of, doing such work. County has the right in its sole discretion to determine which employee(s) are qualified and capable, and to determine which employee(s) of those which are deemed qualified and capable, are to actually perform the work and services under this Agreement. Inyo LAFCO has no right to designate, or require the work or services to be performed by a particular County Department, class of County employees, or particular employee(s). Further, County need not obtain Inyo LAFCO's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2024 to June 30, 2025 unless sooner terminated as provided below.

3. CONSIDERATION.

A. County Employee(s). Where work and services are performed by County employee(s) under this Agreement, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of the (1) hourly rate costs (including overtime, if any), (2) fringe benefits cost, and (3) overhead and administrative costs (including travel and per diem, if any), for each employee who performed any work or services under this Agreement. Hourly rate costs (non overtime), including fringe benefits are set forth in Attachment **B** to this Agreement.

(1) Hourly Rate Costs. The product of the number of hours (rounded up or down to the nearest 1/2 (0.50) of an hour) which a County employee worked under this agreement, multiplied by the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract. Where the circumstances of the services and work requested by Inyo LAFCO under this Agreement require the County employee to work in excess of eight (8) hours per day or forty (40) hours per week (hereinafter referred to as "overtime"), and County is obligated by law or contract to compensate the employee for such overtime at a rate of one and one half (1½) times their hourly rate of pay, the hourly rate of pay for such overtime hours worked under this Agreement will be one and one half (1½) times the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract.

(2) Fringe Benefit Costs. The product of the hourly rate costs multiplied by 40% (0.40).

(3) Overhead and Administrative Costs. The product of the hourly rate costs multiplied by 20% (0.20), plus special, travel and per diem costs if any. Where a County employee travels and/or incurs per diem expenses in performing work under this Agreement, the travel and per diem costs for such work will be the actual costs to the County for such travel and per diem. Actual costs to the County will be determined by the most recent County ordinance or resolution establishing travel and per diem reimbursement rates for County employees. Special costs are those approved in advance by Inyo LAFCO for particular specialized equipment, supplies, tools and materials to be used by County in performing under this Agreement.

(4) Exception For County Counsel. Notwithstanding the foregoing, the consideration to be paid for services of professional employees of the Office of the County Counsel shall be the flat hourly rate (inclusive of benefits and overhead) shown in Attachment **B** to this Agreement, plus any special, travel and per diem costs as provided in Paragraph 3.A.(3) above.

B. Other County Contractors. Where work and services under this Agreement are performed by another County contractor, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of (1) the contract costs and (2) administrative costs for each County contractor who performs any work or services under this Agreement.

(1) Contract Costs. The total costs to the County (including all labor, travel and per diem, overhead, administrative costs, and other fees) charged by such other contractor to County for the performance of work or services under this Agreement.

(2) Administrative Costs. The product of the contract cost multiplied by 20% (0.20), plus any special costs as defined in Section 3.A.(3) above.

C. Limit Upon Amount Payable Under Agreement. Except for amounts payable to County under Section 6 for Defense and Indemnification, the total sum of all payments made by Inyo LAFCO to County for services and work performed under this Agreement, shall not exceed Seventeen Thousand Four Hundred Sixty Eight Dollars (\$17,468.80) hereinafter referred to as "contract limit". County expressly reserves the right to decline to perform any work or services which would be in excess of the contract limit.

D. Insurance. Inyo LAFCO shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection to Inyo LAFCO operations and thereby Inyo LAFCO's performance under the contract. For any claim related to this contract, Inyo LAFCO's coverage shall be primary as respects Inyo County. Coverage shall be at least as broad as the following:

1. (REQUIRED) General liability insurance on an occurrence basis, including products and completed operations, p[roperty damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of Inyo LAFCO, including materials, parts, or equipment furnished in connection to such work or operations.

2. (REQUIRED) Hired and non-owned automobile liability insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage.

3. (RECOMMENDED if Inyo LAFCO will be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI)) Cyber liability insurance with limits not less than \$1,000,000 per occurrence or claim.

E. Billing and Payment. County shall submit to Inyo LAFCO, once a month, an itemized statement of all services and work described in Attachment A. This statement will be submitted to Inyo LAFCO not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. County's statement to the Inyo LAFCO will also include an itemization of any travel or per diem expenses incurred by County during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, Inyo LAFCO shall make payment to County on or before the last day of the month.

F. Federal and State Taxes. Inyo LAFCO will not withhold any federal or state income taxes or social security from any payments made by Inyo LAFCO to County under the terms and conditions of this Agreement.

4. WORK SCHEDULE.

County's obligation is to perform, in a reasonably timely manner, those services and work identified in Attachment A. It is understood by Inyo LAFCO that the performance of these services and work will require cooperation and coordination between County, Inyo LAFCO, and other parties. Inyo LAFCO and County will use their best efforts to arrange their own schedules, and coordinate with other interested parties, to ensure that services and work under this Agreement can be performed within the time frames set by mutual agreement.

5. STATUS OF PARTIES.

County is a political subdivision of the State of California. Inyo LAFCO is a special district authorized by the Act. Each party is a public entity independent of the other. Inyo LAFCO by virtue of this Agreement has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, County has no authority or responsibility to exercise any rights or power vested in the Inyo LAFCO. It is understood by both Inyo LAFCO and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent entity:

03062019

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

STATUS OF COUNTY OFFICERS AND EMPLOYEES.

A. County officers and employees while providing work and services under this Agreement, remain County officers and employees subject to the exclusive control, direction, and supervision by County.

B. County officers and employees providing work and services under this Agreement will do so in accordance with all federal and state laws applicable to the County, and in accordance with all County ordinances, resolutions, rules, regulations, policies, and Board of Supervisors directions. Exceptions to this will be made only for those Inyo LAFCO ordinances, resolutions, rules, regulations, policies, and directions which have been formally adopted by Inyo LAFCO and approved in writing by the County for implementation under this Agreement.

C. County expressly and specifically retains the right to hire, fire, and discipline any County officer or employee who provides work or services under this Agreement. If Inyo LAFCO is unsatisfied with the performance of any County officer or employee who provides work or services under this Agreement, Inyo LAFCO shall promptly notify the County and request that the County consider taking appropriate action.

D. Except as provided in this Agreement, no County officer or employee shall provide any work or services to Inyo LAFCO. Further, Inyo LAFCO shall not hire, retain, engage, contract or employ any County officer or employee except under the provisions of this Agreement.

6. WARRANTY OF ELIGIBILITY.

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

8. DEFENSE AND INDEMNIFICATION.

To the extent permitted by law, each party hereto shall defend, indemnify, and hold harmless the other and its officers, employees, and agents from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, its acts or omissions, or that of its officers, employees, or agents in the performance of this Agreement.

8. CANCELLATION.

This Agreement may be cancelled by either party without cause, and at will, for any reason by giving to the other party sixty (60) calendar day's written notice of such intent to cancel.

9. DEFAULT.

A. If Inyo LAFCO fails to pay County for the work and services performed by County in a timely manner, County may declare the Inyo LAFCO in default and terminate this Agreement upon thirty (30) calendar day's written notice to Inyo LAFCO. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services and work performed to the date of termination.

B. Except as provided in paragraph "A" above, if a party to this Agreement should fail to comply with the terms and conditions of this Agreement in a timely manner, the other party may declare a default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be

deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of said thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services or work performed to the date of termination and County will turn over to Inyo LAFCO all information, work papers, reports, analysis of other information in County's possession as may relate to the services and work being performed hereunder.

10. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 18 below.

11. ASSIGNMENT/SUBCONTRACTING.

This is an agreement for the services of County. Inyo LAFCO has relied upon the skills, knowledge, experience, and training of County as an inducement to enter into this Agreement. County shall not assign this Agreement, or any part of it. However, County may, with the approval of Inyo LAFCO, subcontract work or services it is to perform under this Agreement.

12. PRODUCTS OF COUNTY'S WORK AND SERVICES.

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

13. RECORDS AND AUDIT.

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

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

14. NONDISCRIMINATION.

During the performance of this Agreement, neither party, or their agents, officers and employees, shall unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, ages, or sex. Both parties 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.

15. CONFIDENTIALITY.

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

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

16. 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.

17. FUNDING LIMITATION.

The ability of Inyo LAFCO 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, Inyo LAFCO has the option to cancel, reduce, or modify this Agreement, or any of its terms within five (5) calendar days of its notifying County of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of Paragraph 18.

18. AMENDMENT.

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

19. NOTICE.

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

County of Inyo
COUNTY ADMINISTRATOR
224 North Edwards
P.O. Box N
Independence, California 93526

Inyo LAFCO:
Cathreen Richards _____ Name
Executive Officer _____
168 North Edwards _____ Street
P.O. Box L _____
Independence, CA 93526 _____ City and State

20. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

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

COUNTY OF INYO

INYO LAFCO

By: _____

By: *[Signature]*

Dated: _____

SCOTT E MARCELLINO
Print or Type Name

Dated: 5/29/2024

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

FROM: July 1, 2024 **TO:** June 30, 2025

SCOPE OF WORK:

SERVICES TO BE PROVIDED BY THE COUNTY

- A. Services of the appointed Executive Officer as provided by 56384(a) of the Act.
- B. Services of the appointed legal counsel as provided by 56384(b) of the Act.
- C. Preparing staff analyses, reports, CEQA documents, proposed findings and other agenda materials for the Inyo County LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within the Commission's authority under the Act.
- D. Calling, staffing, noticing, and otherwise coordinating Commission meetings in accordance with the Act and Inyo LAFCO policies and procedures.
- E. Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of the Inyo LAFCO.
- F. Responding to inquiries, providing information, and technical assistance to interested public agencies and individuals.
- G. Providing supporting fiscal services such as the development of the annual Inyo LAFCO budget, management of Inyo LAFCO financial accounts including the processing of Inyo LAFCO fees and charges; the processing of payment of Commission charges and expenses, and the preparation of required fiscal reports.
- H. Informing Inyo LAFCO Commissioners of new legislation, correspondence with the Commission, CALAFCO activities, current events and matters of interest related to Inyo LAFCO.
- I. If, and at its sole discretion, the County financially contributes to Inyo LAFCO's acquisition of insurance pursuant to the contract, section D, such contribution shall in no way reflect an assumption of any responsibility for any losses caused or sustained by Inyo LAFCO.
- J. Maintain the Inyo LAFCO website in compliance with Government Code § 56661.
- K. Maintain membership in CALAFCO, and provide training of LAFCO Commissioners and staff involved in support of LAFCO.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

FROM: July 1, 2024 **TO:** June 30, 2025

HOURLY RATES (NON OVERTIME) OF COUNTY PERSONNEL INCLUDING BENEFITS:

County employees shall be at rates and benefits as set forth for such employees by the Board of Supervisors. The hourly rate for County Counsel, Senior Assistant County Counsel and Deputy County Counsel shall be \$151.00 per hour or such rate as established by Code, whichever is higher.



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

June 18, 2024

Reference ID:
2024-383

Advanced Chemical Transport, Inc. Contract for Removal and Disposal of Household Hazardous Waste Collected at County Landfills

Public Works - Recycling & Waste Management

ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Cap Aubrey, Assistant Public Works Director

RECOMMENDED ACTION:

- A) Award the bid for the removal of household hazardous waste (HHW) to Advanced Chemical Transportation, Inc, dba ACTenviro of Sacramento, CA;
- B) Approve the contract between County of Inyo and ACTenviro of Sacramento, CA in an amount not to exceed \$81,114 for the period of July 1, 2024 through June 30, 2027 subject to Board approval of future County budgets, and
- C) Authorize the Chairperson to sign the contract.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Recycling and Waste Management (RWM) implements Household Hazardous Waste (HHW) programs to meet state directives requiring removal from the solid waste stream. The program, which is free to the public, allows the public to drop-off HHW during scheduled events at County landfills and manned transfer stations. RWM provided a listing of typical items requiring disposal annually through the HHW Program. Advanced Chemical Transport, Inc, located in Sacramento CA submitted the only bid for this work. The company has significant experience in the field and work with numerous jurisdictions throughout the state.

The sample cost from ACTenviro was \$27,048, including mobilization, proper packaging of the HHW and proper recycling or disposal of the HHW. The ultimate cost is determined by the mix of materials. ACTenviro provided an itemized cost list which is incorporated into the contract. The not-to-exceed amount should be more than sufficient to cover the cost of the three (3) years of HHW removal services if we continue to have similar items brought to the landfills as those of past years.

This contract will provide for the removal of HHW that is routinely collected from the public and stored at County solid waste facilities, as well as material collected at collection events scheduled through the end of June 2026. The scope of the work calls for ACTenviro to provide labor, equipment and materials associated with proper removal and management of household hazardous waste from four locations: 1) Bishop-Sunland Landfill, 2) Lone Pine Landfill, 3) Big Pine Transfer Station, and 4) Independence Landfill, as well as the responsible method of recycling or disposal of the materials in accordance with California State Law.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
\$27,048 for fiscal years 2024 - 2025 through 2026 - 2027			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board can choose not to approve the contract for HHW Removal with ACTenviro, however this is not recommended. The drop-off and collection of household hazardous waste material is offered free to the public to encourage the proper disposal of this waste material. The household hazardous waste material must be removed and transported to an approved and fully permitted waste recycling or disposal facility.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. ACTenviro Contract 2024

APPROVALS:

Teresa Elliott	Created/Initiated - 5/22/2024
Darcy Ellis	Approved - 5/22/2024
Teresa Elliott	Approved - 5/22/2024
Breanne Nelums	Approved - 5/24/2024
Grace Chuchla	Approved - 5/24/2024
Amy Shepherd	Approved - 5/24/2024
Michael Errante	Approved - 5/24/2024
Nate Greenberg	Final Approval - 6/5/2024

(\$ 81,114.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Recycling & Waste Management</u>	Department
<u>1360 N. Main St</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>ACTenviro</u>	Name
<u>4 Wayne Court Bldg 9</u>	Address
<u>Sacramento, CA 95829</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND ACTenrivo
FOR THE PROVISION OF Removal of Household Hazardous Waste Material **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

DocuSigned by:
By: Shawn Ball
Signature
Shawn Ball

Print or Type Name

Print or Type Name

Dated: _____

Dated: 5/2/2024

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Grace Weitz

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (May 21, 2024 13:21 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND ACTenrivo
FOR THE PROVISION OF Removal of Household Hazardous Waste Material **SERVICES**

TERM:

FROM: July 1, 2024 **TO:** June 30, 2027

SCOPE OF WORK:

Removal and proper disposal of household hazardous waste from the Bishop Landfill, Independence Landfill, Lone Pine Landfill and Big Pine Transfer Station on an on-call basis.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND ACTenrivo
FOR THE PROVISION OF Removal of Household Hazardous Waste Material **SERVICES**

TERM:

FROM: July 1, 2024 **TO:** June 30, 2027

SCHEDULE OF FEES:

See attached

**Appendix A
Typical HHW Items**

Paints	
Item	Total
Latex	8,000 lbs
Oil Base	2,650 lbs
Spray	220 lbs
Thinners	220 lbs
Stains/Varnish	110 lbs
Batteries	
Batteries	1,800 lbs
Fluorescent Tubes	
Fluorescent Tubes up to 10' long	2,500 lbs
Other HHW Materials	
Cleaners	250 lbs
CFL Bulbs	80 lbs
Pest/Herb/Insecticides	1,800 lbs
Construction Material	30 lbs
Gas Thinner	8 lbs
Antifreeze	55 lbs
Flood Bulbs	18 lbs
Auto Supplies	470 lbs
Roofing Tar	220 lbs
Other HHW Materials	80 lbs

Disposal matrix

Waste Material	Cubic Yard Box	55 Gallon Drum	30 Gallon Drum	5 Gallon Drum	Ave. Cost/lb.
Flammable Liquids/Solids	N/A	\$425.00	\$400.00	\$375.00	N/A
Bulked flammable Liquids	N/A	\$165.00	\$145.00	N/A	N/A
Oil-Base Paints -	N/A	N/A	N/A	N/A	PAINTCARE
Loosepack	\$625.00	\$255.00	\$168.00	\$125.00	N/A
Poisons (Excluding Aerosols)	\$745.00	\$375.00	\$280.00	\$175.00	N/A
Fertilizers	\$380.00	\$125.00	\$100.00	\$90.00	N/A
Reactives and Explosives	N/A	N/A	N/A	\$350.00	N/A
Inorganic Acids	N/A	\$325.00	\$240.00	\$180.00	N/A
Inorganic Base	N/A	\$325.00	\$240.00	\$180.00	N/A
Neutral Oxidizers	N/A	\$485.00	\$365.00	\$225.00	N/A
Organic Peroxides	N/A	N/A	N/A	\$300.00	N/A
PCB Ballasts for Reclaim	N/A	N/A	N/A	N/A	\$6.50/lb
Other PCB Wastes	N/A	N/A	N/A	N/A	CBC
Aerosols	\$690.00	\$280.00	\$210.00	\$125.00	N/A

Asbestos	\$425.00	\$160.00	\$125.00	\$100.00	N/A
Antifreeze	N/A	\$135.00	\$110.00	\$75.00	N/A
Lead Acid Batteries	N/A	N/A	N/A	N/A	\$.35/LB
Lithium Batteries	N/A	N/A	N/A	N/A	\$4.75/LB
Fluorescent Bulbs/Compact	N/A	N/A	N/A	N/A	\$2.08/LB
Fluorescents	N/A	N/A	N/A	N/A	\$1.25/LB
Latex Paints	N/A	N/A	N/A	N/A	PAINTCARE
Motor Oil/Oil Products	\$450.00	\$125.00	\$110.00	\$85.00	N/A
Oil Filters	N/A	\$130.00	\$105.00	\$85.00	N/A
Mercury (Metallic/Mftd)	N/A	N/A	N/A	\$600.00	N/A
Sharps	N/A	N/A	\$100.00	N/A	N/A

Household Batteries - Recycled	N/A	N/A	N/A	N/A	\$1.25/LB
Household Batteries - Landfilled	N/A	\$150.00	\$115.00	\$85.00	N/A
Liquid / Sludge Waste - Landfill	\$425.00	\$140.00	\$100.00	\$70.00	N/A
Non-RCRA Solids	\$380	\$100.00	\$90.00	\$80.00	N/A
Non-RCRA Liquids	N/A	\$125.00	\$100.00	\$95.00	N/A
Fire Extinguishers	N/A	N/A	N/A	N/A	\$18/EA
Propane Cylinders (<3gal Size)	N/A	N/A	N/A	N/A	\$5.00/EA
Propane Cylinders (>3gal Size)	N/A	N/A	N/A	N/A	\$20.00/EA

	Price per quantity	Additional price per quantity
Asbestos Bags, Roll	\$175.00	
Vermiculite	\$42.00/Bag	
55 Gallon Drum	\$78.00	
55 Gallon Drum Liners	\$175.00 Roll	
55 gallon labpacker kit	\$29.00	
Visqueen – 8 mil	\$250.00 Roll	
Shrink Wrap	\$8.00 Roll	
Cubic Yard Box kit	\$85.00	
Packing Tape	\$6.00/Roll	
Oil Sorb	\$10.00/BAG	

Labor, Mobilization Cost Matrix

Item	Unit	Unit Rate	Each	Total
Project Manager	Hour	\$75.00	24	\$1,800.00
Technician	Hour	\$58.00	48	\$2,784.00
Per Diem	Hour	\$180.00	11	\$1,980.00
Mobilization	Hour	\$58.00	18	\$1,044.00
Class A driver/Technician	Hour	\$120.00	24	\$2,880.00
<i>3 people for 4 nights</i>				\$10,488.00

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND ACTenrivo
FOR THE PROVISION OF Removal of Household Hazardous Waste Material **SERVICES**

TERM:

FROM: July 1, 2024 **TO:** June 30, 2027

SEE ATTACHED INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for Trucking Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

OTHER INSURANCE PROVISIONS

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

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

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance.

Attachment: 2024 Insurance Requirements for Trucking Services

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

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

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

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

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

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

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

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

-end-



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

June 18, 2024

Reference ID:
2024-397

FY 2024 COPS Technology & Equipment Program Sheriff ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Rennie, Sheriff

ITEM PRESENTED BY

Lindsey Stine, Community Relations Liaison

RECOMMENDED ACTION:

Authorize the submittal of a grant to the Department of Justice FY 2024 Technology & Equipment Program.

BACKGROUND / SUMMARY / JUSTIFICATION:

This funding is for grants to state, local, tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime. The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects that improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve.

FISCAL IMPACT:

Funding Source	Grant Funded, DOJ FY24 COPS Technology & Equipment Program	Budget Unit	TBD
Budgeted?	No	Object Code	TBD
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
If awarded this funding, up to \$4,878,000 will be available allowing for the purchase of updated equipment for community safety.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could not approve the grant. This alternative is not recommended as the awarded fund will assist in efforts of new upgraded equipment.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:


1. FY 24 Technology & Equipment Program Grant

APPROVALS:

Lindsey Stine	Created/Initiated - 5/21/2024
Darcy Ellis	Approved - 5/22/2024
Lindsey Stine	Approved - 5/22/2024
Keri Oney	Approved - 5/24/2024
John Vallejo	Approved - 5/28/2024
Amy Shepherd	Approved - 6/5/2024
Nate Greenberg	Approved - 6/7/2024
Stephanie Rennie	Final Approval - 6/10/2024

NEW FUND/BUDGET UNIT INFORMATION

Department Request:

Date: 05/21/2024	Budget Unit Name: TBD
Type of Budget: Check one: <input checked="" type="checkbox"/> Grant Budget <input type="checkbox"/> Trust <input type="checkbox"/> Operating Budget	
Budget Officer responsible for budget unit: SHRF-SHERIFF	Type of Funding: Check one: <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other
Brief description of what the new fund/budget will be used for: Grant FY 24 COPS Technology & Program will assist in support of creating a program to purchase updated equipment/ technology to better serve the community from the law enforcement standpoint.	
Accrue Interest? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Department Head Signature: 

CAO/Budget Officer Approval:

Signature:

For Auditor-Controller's Office Use Only:

Assigned Budget Unit #:		Assigned Fund #:	Fund Group #:
Function Code #:	Activity Code #:	Assigned Department #:	Budget Report: <input type="checkbox"/> Exclude <input type="checkbox"/> Inactive
Interest Earnings Assigned To:		Special Code: <input type="checkbox"/> GASB34 <input type="checkbox"/> Other	
Signature:			

GRANT PROCESSING REQUEST FORM

County of Inyo

DATE: 5/21/2024				
DEPARTMENT: SHERIFF				
GRANT PROGRAM: FY 24 Bridge Technology & Equipment Program				
GRANTING AGENCY: Department of Justice		AGENCY CONTACT:		AGENCY PHONE NO:
IF FEDERAL GRANT... CFDA # 0-CO25-2024-172089			EXAMPLE OF NUMBER Dept: Department of Education (Agency No.) 84.XXX (Grant Program No.)	
PROGRAM TITLE: FY 24 Technology & Equipment Program				
FUNDING REQUEST:				
FEDERAL	STATE	LOCAL MATCH	OTHER	TOTAL REQUEST
X				
IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN DEPARTMENT BUDGET? Y <input checked="" type="radio"/> N				
ACCOUNT TO WHICH THE MATCH WILL BE CODED: TBD			BUDGET UNIT: NEW BUDGET UNIT REQUESTED? <input checked="" type="radio"/> Y N	
INDIRECT COSTS? Y <input checked="" type="radio"/> N			AMOUNT	
REIMBURSEMENT GRANT? Y <input checked="" type="radio"/> N				
FINANCIAL & PROGRESS REPORTS PREPARED BY: Lindsey Aine			REQUEST FOR FUNDS SUBMITTED BY: Lindsey Aine	
PROJECT DIRECTOR: Stephanie Bennice				
PHONE: 760-878-8576		FAX: 760-878-0402		EMAIL: laine@inyocounty.us

REVIEWED & APPROVED BY AUDITOR-CONTROLLER:	SIGNATURE:	DATE:
---	------------	-------

REVIEWED & APPROVED BY SAMS ADMINISTRATOR:	SIGNATURE:	DATE:
---	------------	-------

REVIEWED & APPROVED BY BOARD OF SUPERVISORS	BOARD ORDER ATTACHED Y <input checked="" type="radio"/> N	BOARD APPROVAL DATE:
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SYSTEMS ACCESS

Description/Access Level (e.g. HR System, Financials, SIS, Moodle, PeopleAdmin, Compass membership, etc.)	Access Set Up By (Dept Rep Initials)	Date Requested	Access Terminated By Dept Rep (Initials)	Access Terminated On (Date)

U.S. Department of Justice
Office of Community Oriented Policing Services



FY24 COPS Technology and Equipment Program Invitational Solicitation

Assistance Listing #:	16.710
Grants.gov Opportunity Number:	O-COPS-2024-172089
Solicitation Release Date:	April 30, 2024, 1:00 PM
Grants.gov Deadline:	June 25, 2024, 4:59 PM
Application JustGrants Deadline:	July 2, 2024, 4:59 PM

Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, <https://cops.usdoj.gov>) is pleased to announce that it is seeking applications for funding for the FY24 COPS Technology and Equipment Program (TEP).

The goal of this program is to support projects designated for funding in the Consolidated Appropriations Act, 2024 (Public Law 118-42) Congressional Joint Explanatory Statement (JES) that expand the implementation of community policing and crime prevention through the development and procurement of equipment, technologies and interoperable communications.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Eligibility

This is an invitational program. Eligible applicants are limited to those identified in the Consolidated Appropriations Act, 2024 (Public Law 118-42) JES for the projects designated for funding. The legal name (or "doing business as" name) associated with the applicant's unique entity identifier (UEI) as registered in the System of Award Management (SAM) must coincide with the agency name listed in the JES. See Eligibility Information.

Contact Information

Agency Contact Description

Applications must be submitted through both Grants.gov and the JustGrants system.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Program-Specific Information

FY24 COPS Technology and Equipment Program (TEP)

This funding is for grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime. The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading "Community Oriented Policing Services, Technology and Equipment Community Projects/ COPS Law Enforcement Technology and Equipment" in JES– Division C, which is incorporated by reference into Public Law 118-42. Equipment funded under this program should meet any applicable requirements of the National Institute of Standards and Technology's Office of Law Enforcement Standards.

This is an invitational program. The list of eligible applicants is available in Appendix: List of Eligible Applicants from Joint Explanatory Statement.

The COPS Office will issue awards with a period of performance start date of March 9, 2024, the enactment date of the Consolidated Appropriations Act, 2024. Costs incurred on or after March 9, 2024, but prior to issuance of an award and approval of the project budget by the COPS Office may be reimbursed, but are incurred at the applicant's own risk, as authorized costs will be limited to those approved by the COPS Office.

Note: Funding will only be provided for the specific projects designated for funding in the Consolidated Appropriations Act, 2024 (Public Law 118-42). Further, the COPS Office is not in a position to approve any changes to project scope as identified in the JES of the Consolidated Appropriations Act, 2024 (Public Law 118-42).

This solicitation incorporates the [FY24 TEP Application Resource Guide](#) by reference. The resource guide describes the award terms and conditions and other requirements that applicants should be aware of before applying to this COPS Office program.

Federal Award Information: Awards, Amounts and Durations

Anticipated Number of Awards

311

Anticipated Maximum Dollar Amount of Awards

\$4,878,000

Period of Performance Start Date

March 9, 2024

Period of Performance Duration (months)

24 months

Anticipated Total Amount to be Awarded under Solicitation

\$247,347,161

Federal Award Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Type of Award

The COPS Office expects to make awards under this solicitation as grants.

Cost Sharing or Matching Funds

This solicitation does not include a cost sharing or matching funds requirement.

Eligibility Information

Eligible applicants are limited to those identified in the Congressional Joint Explanatory Statement (JES) for the projects designated for funding, listed in "Appendix: List of Eligible Applicants from Joint Explanatory Statement." The legal name (or "doing business as" name) associated with the applicant's unique entity identifier (UEI) as registered in the System of Award Management (SAM) must coincide with the agency name listed in the JES.



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 18, 2024

Reference ID:
2024-387

Summer Fire Season Presentation from USFS and BLM Outside Agency NO ACTION REQUIRED

ITEM SUBMITTED BY

Inyo National Forest Supervisor Lesley Yen

ITEM PRESENTED BY

Forest Supervisor Lesley Yen, Interagency Forest FMO Larry Pingel, BLM Field Manager Sherri Lisius, BLM Assistant District FMO Lance Rosen, NOAA Meteorologist in Charge Chris Smallcomb

RECOMMENDED ACTION:

Receive a summer fire season presentation from representatives of the U.S. Forest Service and Bureau of Land Management.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo National Forest and Bishop Field Office BLM Leadership Teams would like to have an information discussion covering the following topics:

- 2023 Wildfire seasonal review
- 2024 Wildfire seasonal outlook
- Inyo NF and Bishop BLM Fire program overview

The presentation will cover a quick recap of the 2023 Fire Season and how we are preparing for the 2024 fire season, our staffing level/plan, and a NOAA/National Weather Service Meteorologist will share the 2024 weather outlook.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

N/A

ATTACHMENTS:

1. Summer Fire Season Outlook for Inyo BOS

APPROVALS:

Darcy Ellis

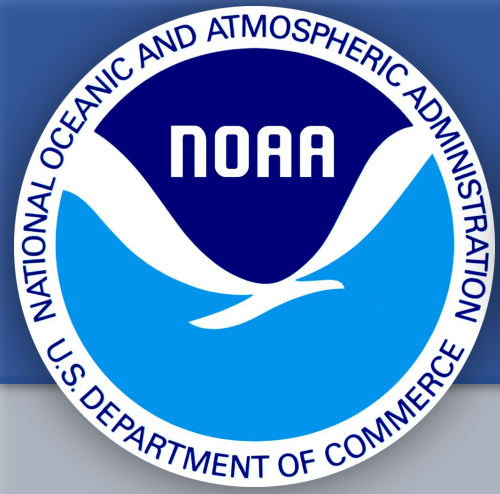
Created/Initiated - 5/17/2024

Darcy Ellis

Approved - 5/17/2024

Nate Greenberg

Final Approval - 6/8/2024



Climate Update & Fire Season Outlook for the Eastern Sierra

Weather Forecast Office

Reno, NV

Tuesday, May 21

No drought means no fire, right? Sort of. Maybe.

weather.gov/reno 775-673-8100



Mammoth Trail Fest - Sept 2023

Chris Smallcomb

Meteorologist in Charge

National Weather Service

Reno, Nevada

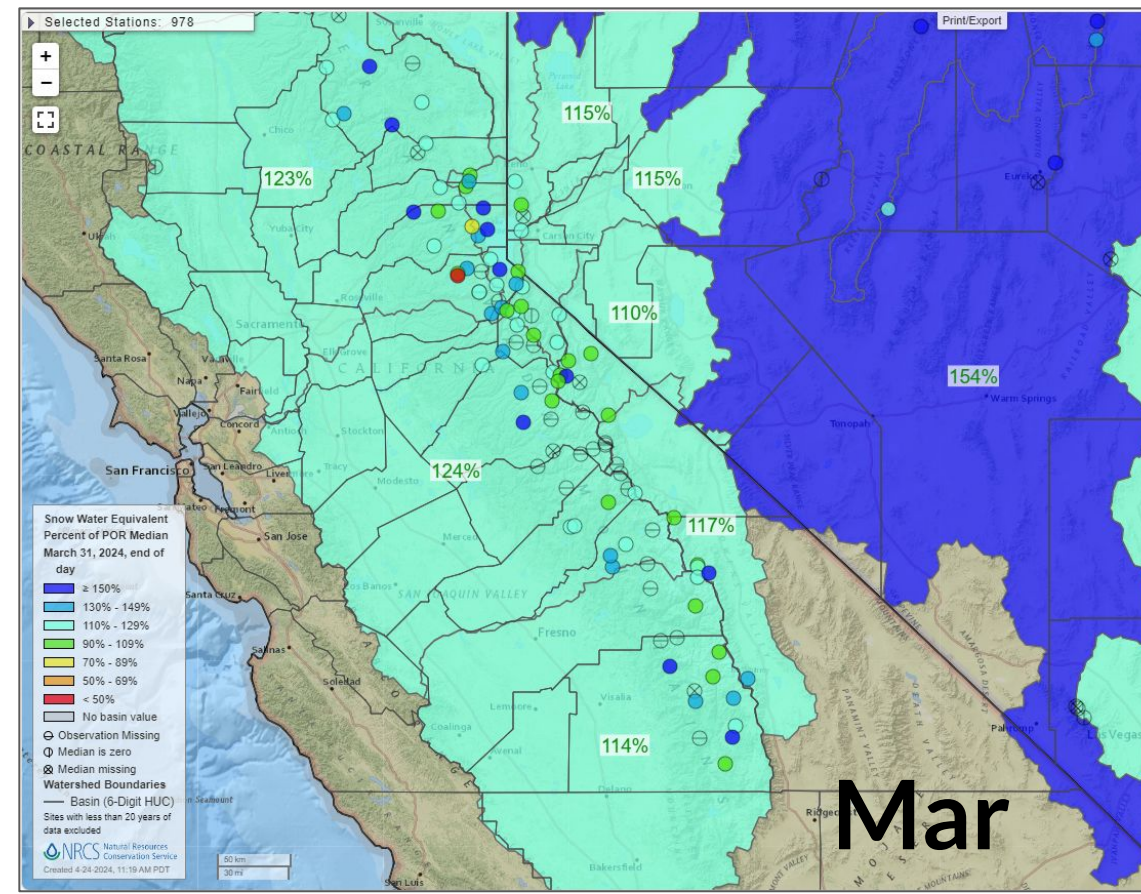
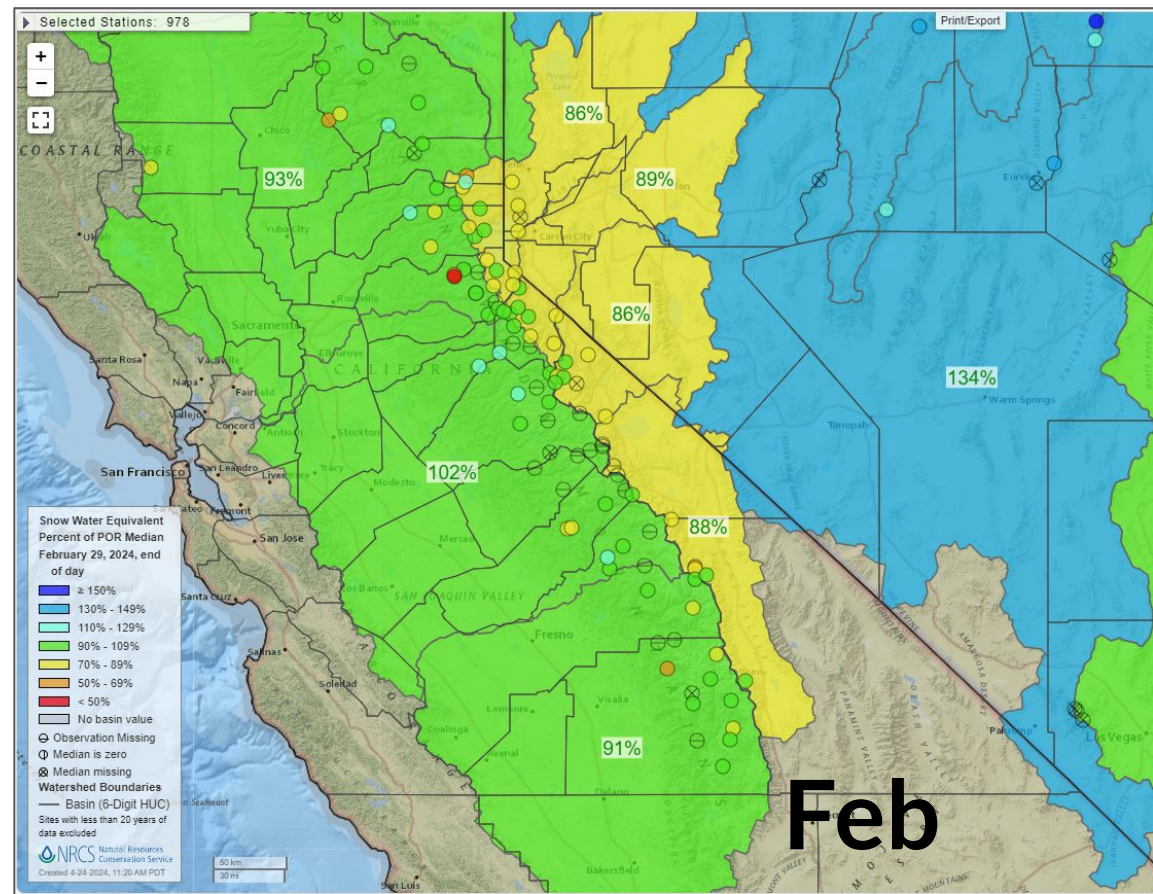
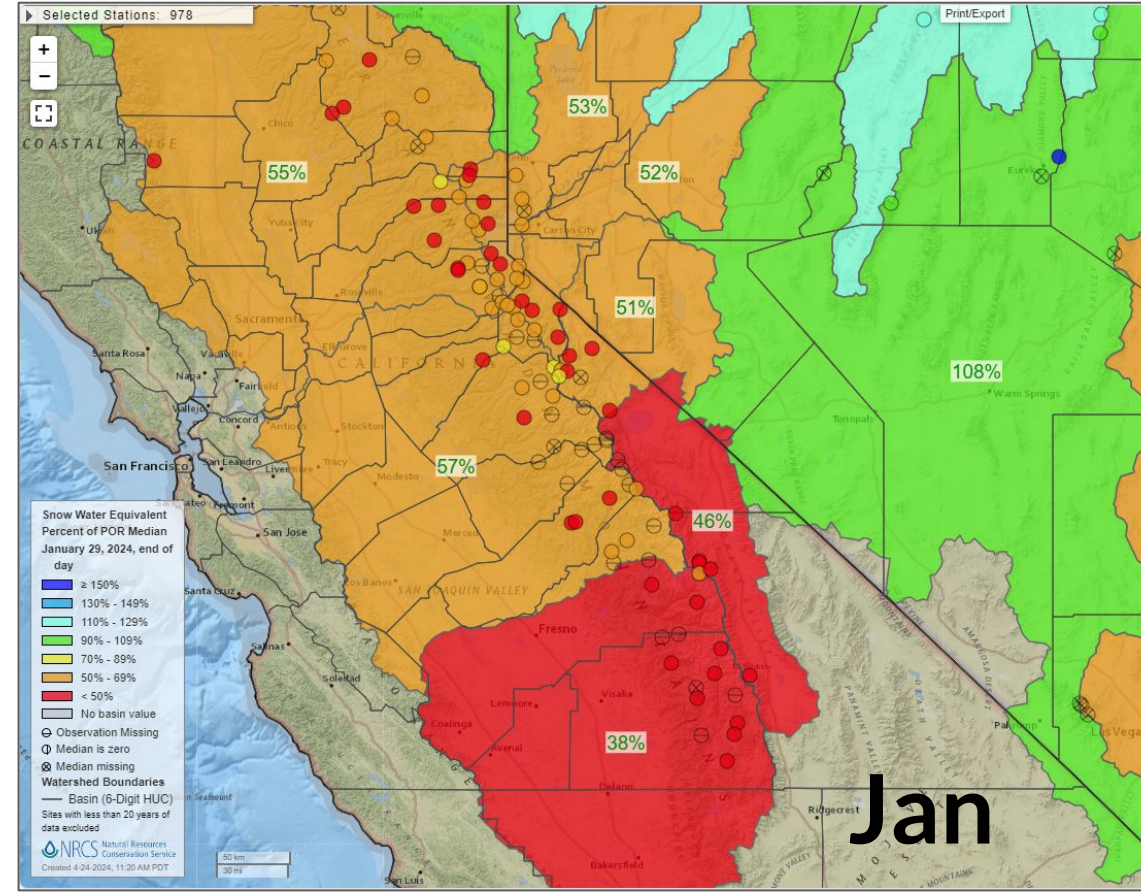
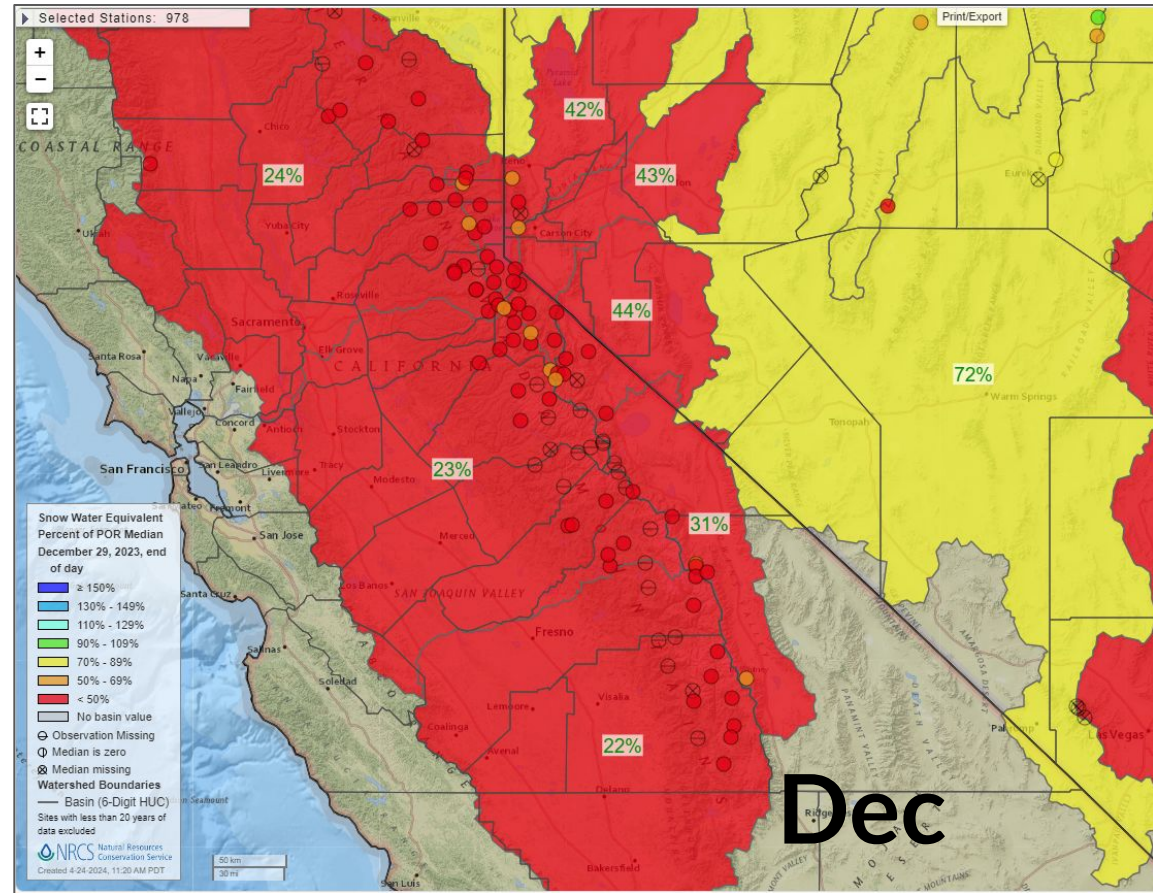
chris.smallcomb@noaa.gov

Information current as of May 6



Snowpack Made a Come Back!

Weather Forecast Office
Reno, NV
Tuesday, May 21



DECEMBER



JANUARY



FEBRUARY



MARCH



Is March the new December?



Now

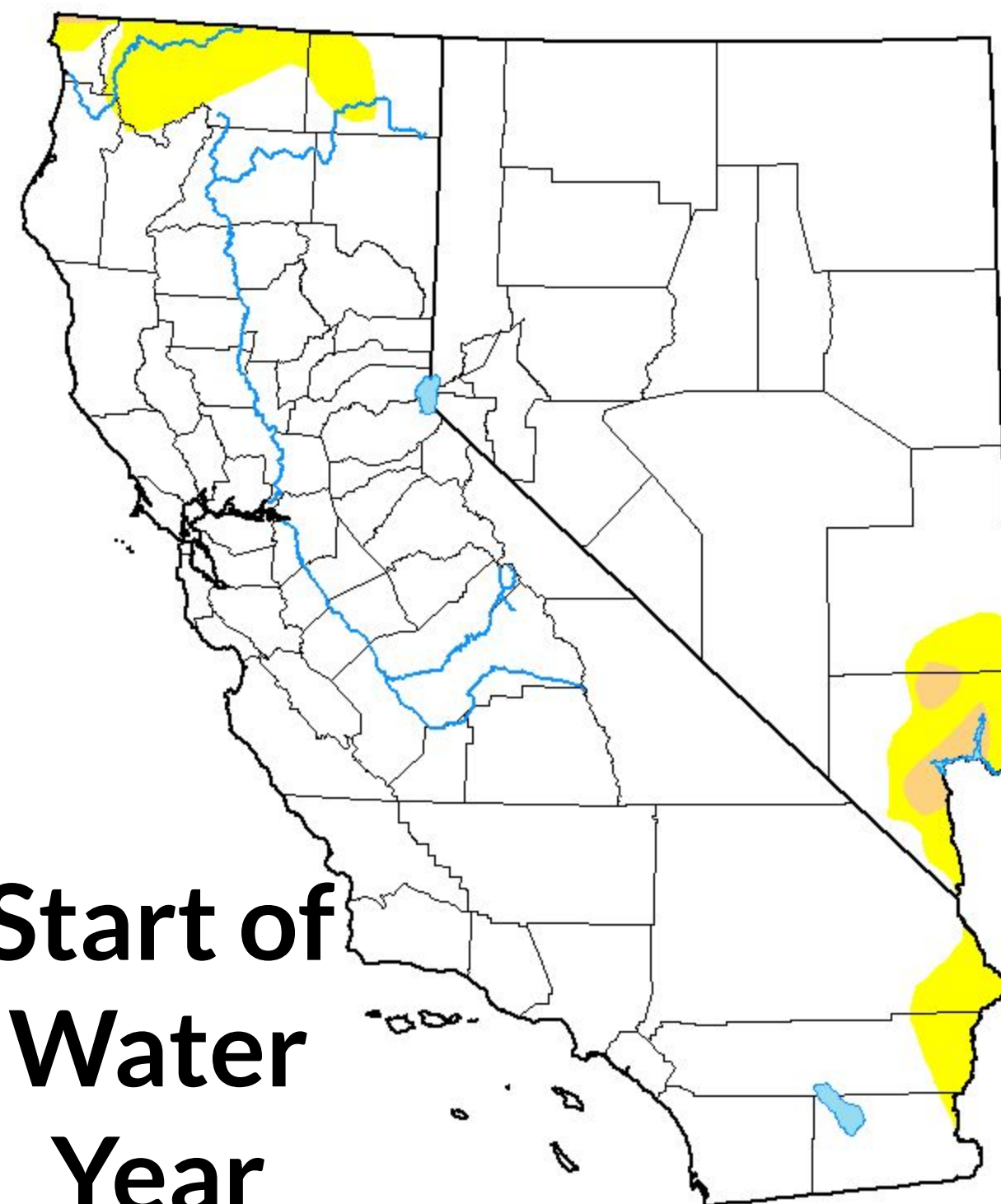
Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

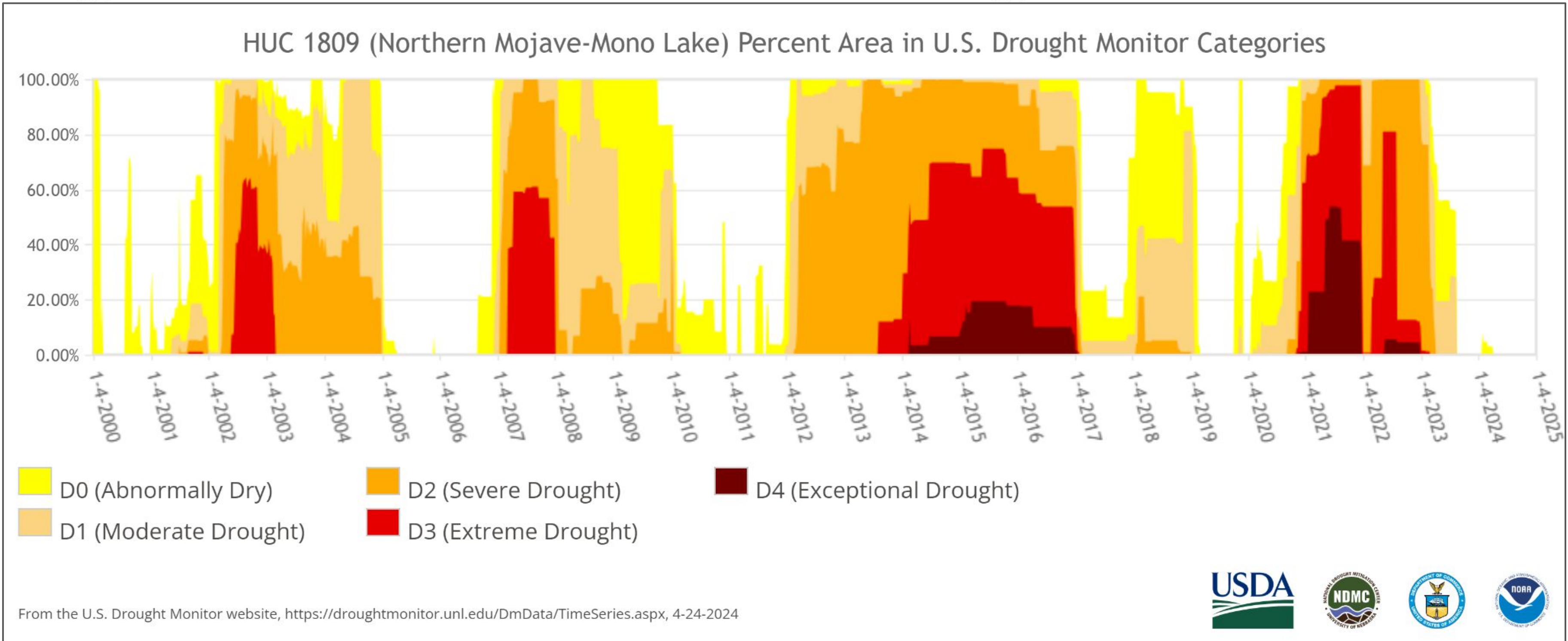


droughtmonitor.unl.edu



**Start of
Water
Year**

Drought is very cyclical in CA & NV. Wet periods often see less fire in Sierra but more in Great Basin.



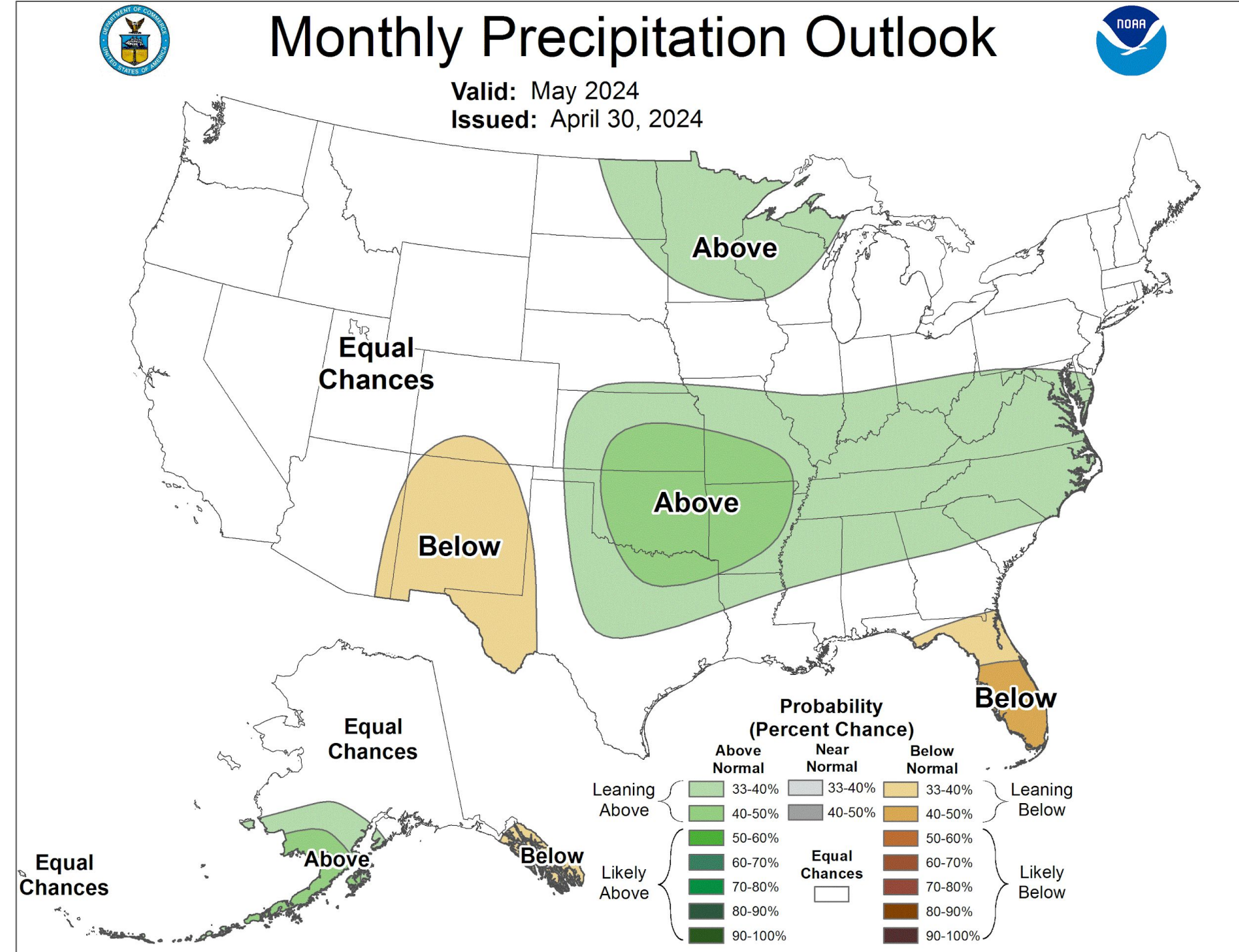
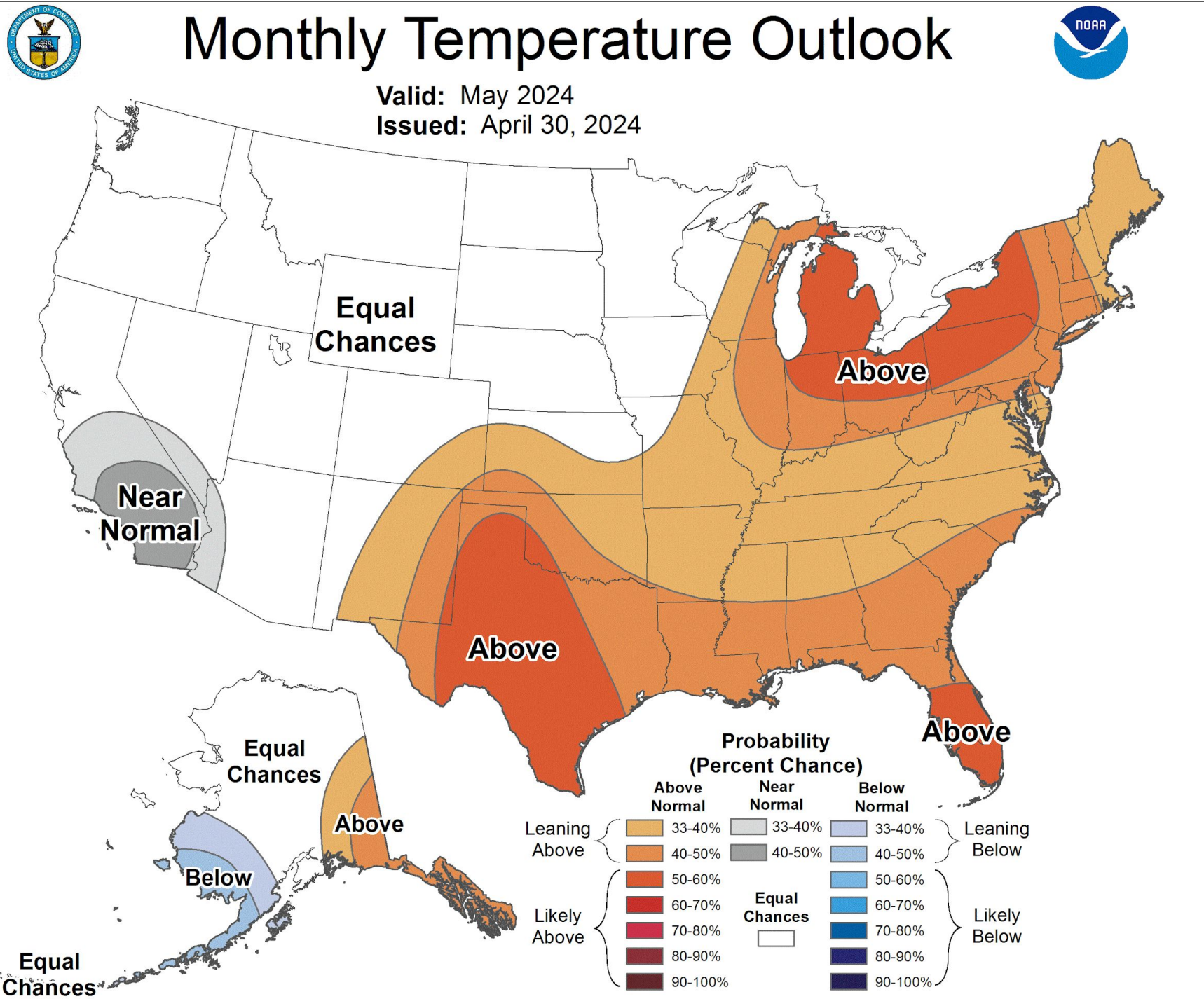
Drought is very cyclical in CA & NV. Wet periods often see less fire in Sierra but more in Great Basin.



What's the Best Guess for Summer?

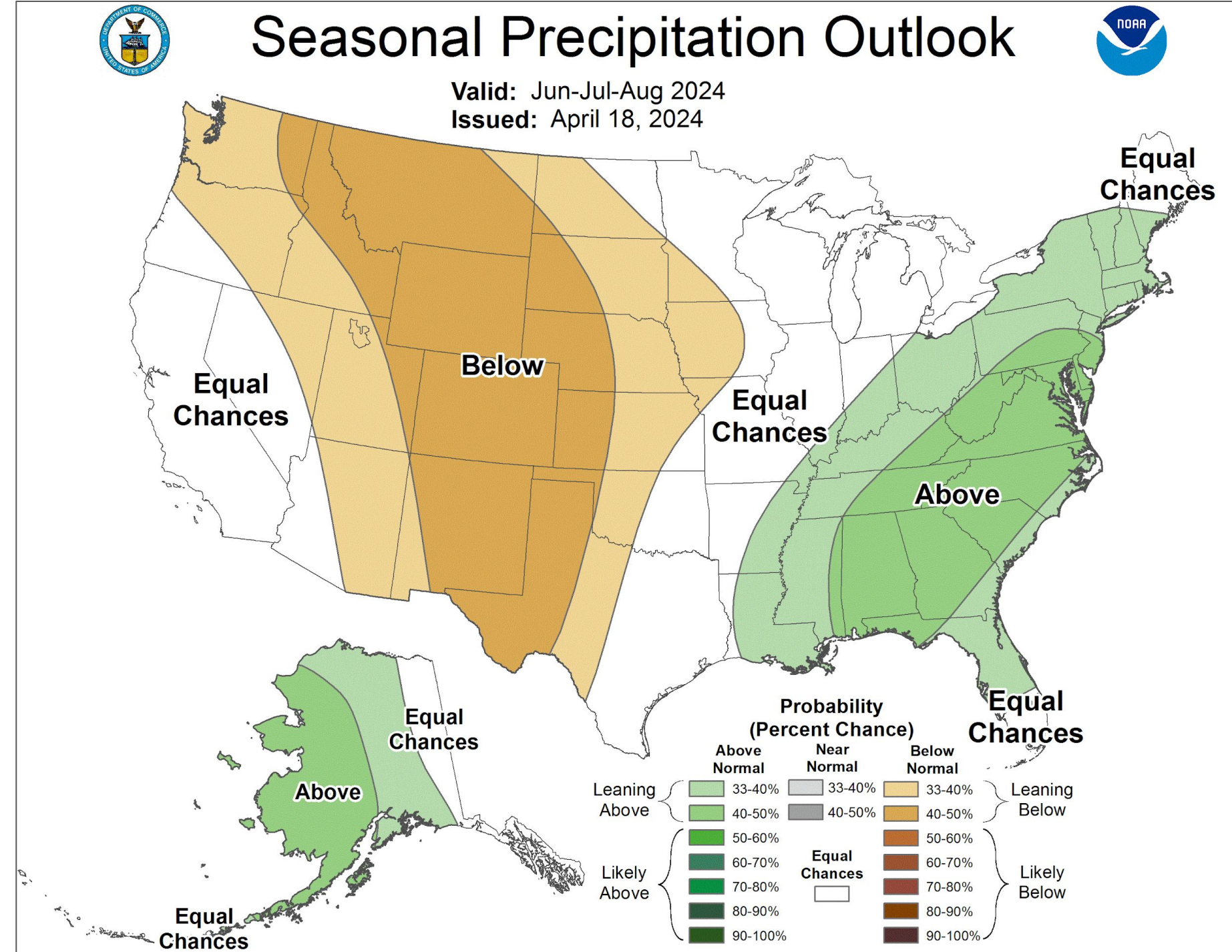
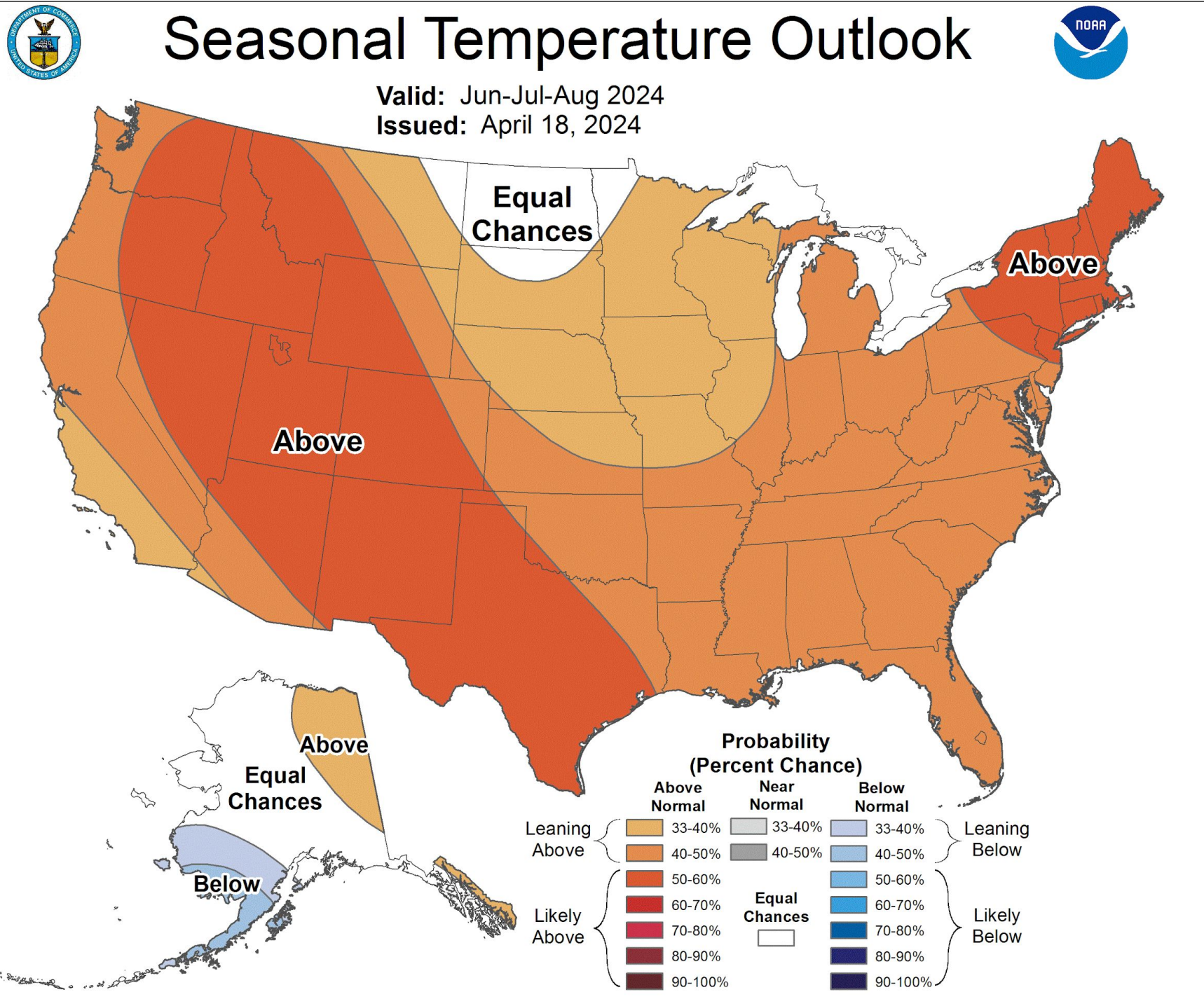
Weather Forecast Office
Reno, NV
Tuesday, May 21





No strong signals in any direction for May. Expect typical spring variability.

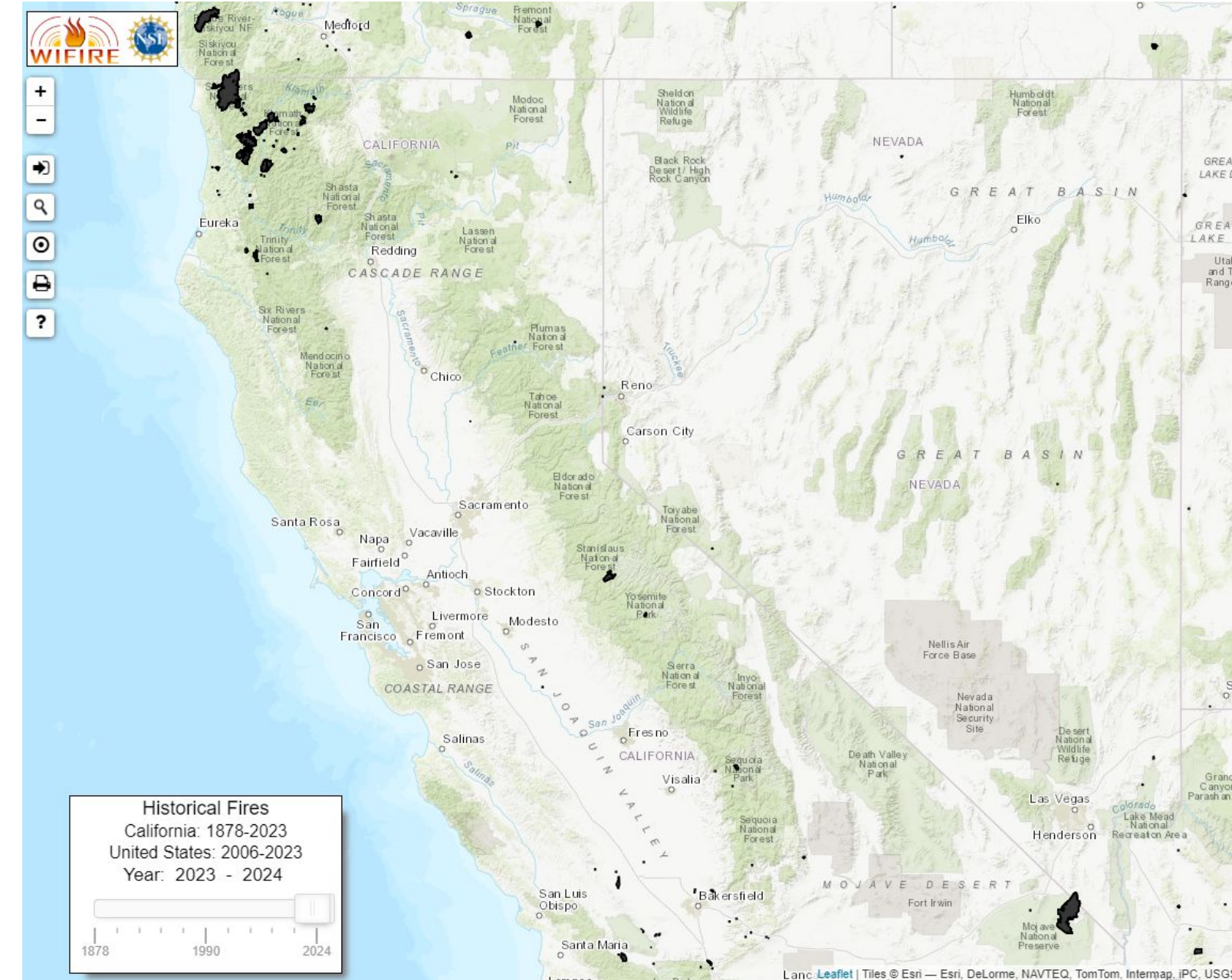
No red/orange = lower probabilities for early season heat waves & keeps vegetation moist longer.



Favoring above normal on temperatures - plan for a hotter summer compared to last year.

No favored outcome on precip. Monsoon moisture is uncertain due to El Niño to La Niña transition - but odds favor less active than 2023. That could expand drought in Great Basin, increase large fire odds.

Mosquito Fire "Smoke Tsunami" Sept 2022



- **Almost certain to have more fire activity compared to 2023!**
- **Lower Elevations & Great Basin:** back to back wet years favor plentiful fine fuel growth, so leaning **near to above normal** on large fire activity esp lower elevations.
- **High Sierra:** decent snowpack + carryover moisture from 2023 = leaning **near to below normal** large fire activity. Unusually hot summer could change that.
- Delayed start to fire season in areas with above normal snowpack.

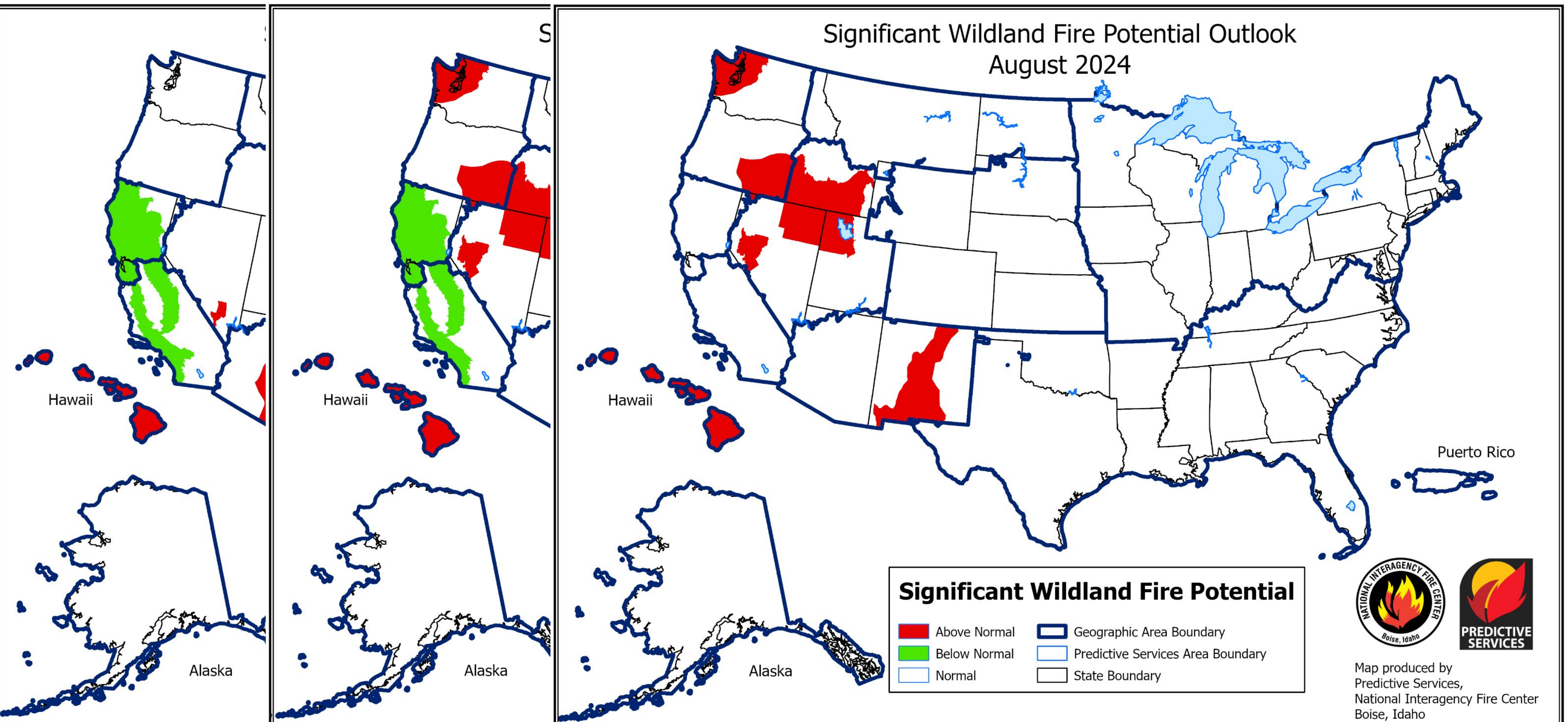
2023: a historically quiet fire season for CA & NV



Official Predictive Services Outlook: June-August

Weather Forecast Office
Reno, NV
Tuesday, May 21

Significant Wildland Fire Potential Outlook August 2024



Significant Wildland Fire Potential

■ Above Normal	 Geographic Area Boundary
■ Below Normal	 Predictive Services Area Boundary
 Normal	 State Boundary



Map produced by
Predictive Services,
National Interagency Fire Center
Boise, Idaho
Issued May 1, 2024
Next issuance June 1, 2024

Above normal significant wildland fire potential indicates a Significant wildland fires should be expected at typical times. Significant wildland fires are still possible but less likely than

Above normal significant wildland fire potential indicates a Significant wildland fires should be expected at typical times. Significant wildland fires are still possible but less likely than

Above normal significant wildland fire potential indicates a greater than usual likelihood that significant wildland fires will occur. Significant wildland fires should be expected at typical times and intervals during normal significant wildland fire potential conditions. Significant wildland fires are still possible but less likely than usual during forecasted below normal periods.



Fire Weather Watch

- ✓ 2-5 days in advance
- ✓ Medium confidence (~40-60% probability)
- ✓ Critical fire weather: 30+ MPH wind gusts and 15% humidity for 3+ hours -or- numerous dry t-storms



Red Flag Warning

- ✓ 1-3 days in advance
- ✓ High confidence (80%+ probability)
- ✓ Critical fire weather conditions.
- ✓ Roughly 10-20 Red Flag days each year, but varies!

Particularly Dangerous Situation (PDS) Red Flag Warning

- ✓ 1-2 days in advance
- ✓ Extremely high confidence (95%+ probability)
- ✓ Rare events of extreme wind, low humidity, and dry fuels. 50+ MPH wind gusts but can vary. Evacuation readiness vital!
- ✓ 1 per year or every other year.





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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 18, 2024

Reference ID:
2024-480

Presentation on the Proposed Business License Program Treasurer-Tax Collector ACTION REQUIRED

ITEM SUBMITTED BY

Alisha McMurtrie, Treasurer

ITEM PRESENTED BY

Alisha McMurtrie, Treasurer

RECOMMENDED ACTION:

Approve moving forward with the business license program and provide direction to staff.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County does not have a business license requirement, the exception being the Cannabis License. As times have continued to evolve, it has become necessary for the County to have a tool that identifies all local business operations in the unincorporated areas of Inyo County. This tool would identify all business operations, types of businesses, as well as locations to not only local government, but to the general public as well. Knowing who is conducting business in your immediate area is a general concern of many of our citizens. The importance of knowing what may be contained inside a building is critical to law enforcement during an emergency response. Ensuring that businesses are legal to operate and have obtained all required permits and approvals enhances the viability of our business communities.

Establishing a business license program will provide, through an application process, the ability to create and maintain a database of information that would assist County operations across the board. From law enforcement engagements to emergency services to code enforcement and everything in between, we would have the necessary information available for use.

Never was the absence of a County business license more apparent than during the Pandemic when it was imperative for the County to communicate with our local business operators and we fell short. While we managed to rise to that challenge, we all can admit that having a business license already in place would have allowed the County to communicate in a more timely, complete, and efficient manner.

Local government, the business community, and the public are all invested in Inyo County. The success of Inyo County depends upon each other. A business license program would have a supporting role in that success.

Today, staff is requesting direction on if your Board wishes to proceed. The attached power point presentation provides a basic outline of how a business license program would work. If your Board chooses to proceed, staff will begin community engagements, schedule required Board meetings and begin implementation and training.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010500
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
There are no impacts to the 2023/2024 budget.			
Future Fiscal Year Impacts			
The 2024/2025 fiscal year budget will see the costs of implementation and start up.			
Additional Information			

The anticipated costs for the implementation and start up are currently in the Treasurer-Tax Collector's budget and will be encumbered for use next fiscal year. There will be initial start-up costs mainly focused on adding a business license module to our current TOT/Cannabis software application hosted by Hdl companies. Several of the departments that would be included in a business license program are already end users on the application. We would also require additional annual license fees for the application. If your Board directs staff to proceed with the program, we will return with a proposed amendment for your consideration.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to implement the proposed business license program. This is not recommended as there are no alternative data warehouse programs available within the County software applications that are capable of providing the storage, access, and export capabilities the coalition of departments require.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Planning, Clerk-Recorder, Assessor, Environmental Health, and Public Works-Building & Safety.

ATTACHMENTS:

1. Multi-Departmental Business License Presentation

APPROVALS:

Nate Greenberg	Created/Initiated - 6/10/2024
Darcy Ellis	Approved - 6/10/2024
John Vallejo	Approved - 6/12/2024
Nate Greenberg	Approved - 6/12/2024
Alisha McMurtrie	Final Approval - 6/12/2024

BUSINESS LICENSE PROGRAM WORKSHOP

◆ JUNE 18, 2024

Presented By:

Alisha McMurtrie, Treasurer-tax Collector

In collaboration with Administration, Clerk-Recorder, Planning, Assessor, Public Works, Environmental Health, & Information Services.

Why a business license?

Inyo County would.....



- ◆ Know **who** is doing business within Inyo County
- ◆ Know **what** types of businesses are operating within Inyo County
- ◆ Maintain lines of **communication** with our local businesses
- ◆ Assist with **compliance** efforts
- ◆ Assist with **Consumer Protections**

Who is doing business?

- ◆ Currently we have a wide range of businesses operating in Inyo County with no centralized database.
- ◆ California is allowing more and more “neighborhood” business opportunities-who is operating a business in your area?
- ◆ Businesses may require additional government resource investment. How do we respond if we do not know?
- ◆ Restrictions on business operations/locations.

What Types of Businesses?

- ◆ Home-based businesses will be identified.
- ◆ Businesses that use hazardous materials are identified. This can assist with emergency response.
- ◆ Are there unwanted Business types?
- ◆ Business saturation points.

Communications

- ◆ Support situations where we need to communicate directly with our community business partners.
 - ◆ Example: the Pandemic. In a state of emergency, we did not have the necessary contact information in a central location to allow the County to quickly, efficiently, and effectively communicate information for the business community.
 - ◆ Topic specific Community Meetings.
 - ◆ Updates on changes to Laws/Codes that may impact our business partners.

Compliance

- ◆ Validation of all applicants that they meet the legal requirements to conduct business within Inyo County.
- ◆ Provide a local resource that helps ensure businesses remain in compliance with all laws.
- ◆ Centrally housing the data in one location assists County departments in executing their missions by streamlining the required research.

Consumer Protections

- ◆ A local resource where the public can verify if a business:
 - ◆ Has it's required licenses.
 - ◆ Meets local Building/Safety codes.
 - ◆ Local source of information for how to file a complaint with the California Department of Consumer Affairs.

What does the process look like?

- ◆ Online Application submitted
- ◆ The following departments must review and approve
 - ◆ Clerk-Recorder
 - ◆ Planning
 - ◆ Public Works Building & Safety
 - ◆ Environmental Health
- ◆ The Treasurer-Tax Collector issues the license
- ◆ The Assessor receives reports of all application/renewal activity for use in the business property assessment process.



Treasurer-Tax Collector

- ◆ Receive/review application for thoroughness and then routes into workflow to other departments.
- ◆ When all departments have approved the applicant, final approval is given, and license is generated and provided to business operator.
- ◆ Processing and reconciliation of payments and Funds.
- ◆ Any reporting requirements.
- ◆ Provide public assistance with the Business License Program as the main point of contact for the County.
- ◆ Provide application assistance to internal users.
- ◆ Maintain vendor contract.

Clerk-Recorder

- ◆ Information received through the process of applying for a Business License will be routed to the Clerk-Recorder's Office to compare against the Fictitious Business Name (FBN) Statement database. If the information provided matches, the license will be approved to be routed to the next step of the process. Otherwise, more information may be required before the license can be approved.
 - ◆ An FBN Statement must be filed in the following scenarios:
 - **Sole Proprietors or Partnerships:** IF the business is under anything other than the owner's real name.
 - **Existing Corporations or LLCs:** IF the business is set up under an existing corporation or LLC name filed with the State, and they are doing business under the exact same names as the corporation or LLC.
 - ◆ Therefore, if the name of a business is either the owner's real name or the name of a registered corporation or LLC, there will likely not be an FBN Statement on record in the Clerk-Recorder Office.

Planning Department

- ◆ A Business License would require a review for zoning and general plan compliance to ensure the license is for an allowed or conditionally allowed use in the zone it is located.
- ◆ More specific reviews for:
 - ◆ Hosted short term rentals
 - ◆ Home occupations
 - ◆ Proposed signage
 - ◆ Outdoor lighting
 - ◆ Parking
 - ◆ In Lone Pine, could require architectural design review



Public Works - Building & Safety

- ◆ In the Business License application process, answers to questions can result in some of the following reviews:
 - ◆ Changing the character/occupancy of the structure
 - ◆ Using a garage as a home office
 - ◆ Building where customers/employees are present
 - ◆ Altering or replacing building characteristics
 - ◆ Building a new building
- ◆ Staff will review the Business License application and, if necessary, route the information to the appropriate Public Works staff for follow-up. This action will result in the applicant being subject to separate processes and fee schedules. When completed, the Business License application will be approved by Public Works staff.

Environmental Health Department

(EHD)

◆ Enhanced Public Health & Safety

- ◆ **Improved Data Sharing and Coordination:** The new program centralizes information about all businesses operating within the county. This enables the EHD to access updated and comprehensive data, ensuring that businesses requiring health-related permits are accurately identified and enrolled into our various health and safety-rated programs. Working from the same set of data will also promote harmony across departments.
- ◆ **Fairness:** Licensing and permitting all businesses reduces unpermitted operations, enhances compliance, and ensures businesses contribute fairly to regulatory oversight costs.

Next Steps

- ◆ Schedule Community Meetings
- ◆ County Counsel to provide a draft Ordinance to the Team for review
- ◆ If your Board agrees to move the program forward, we calendar public meetings for Business License program review.
- ◆ Board Of Supervisors/Public Meeting meeting(s) for Ordinance Adoption.
- ◆ If adopted, target implementation date is January 1, 2025.

Community Meetings

◆ Calendar Dates:

- ◆ JULY 8-JULY 12
- ◆ JULY 30-AUGUST 2
- ◆ AUGUST 12-AUGUST 16



- ◆ We are looking at the opportunity to combine these meetings with Environmental Health's MEHKO public meetings.

Do we move forward?

- ◆ **If Yes**, parallel to the following, the contract arrangements and software implementation will begin will be conducted.
 - ◆ The fee is being developed and will be brought back at a future meeting?
 - ◆ Board Members to identify calendar date(s) for public meetings in their respective Districts.
 - ◆ Board members provide the name of a member of the public to meet with the Committee to review and provide comments. These should be local business operators. One per District please. The Committee will convene on a date TBD in July for this collaboration.
 - ◆ August 20, 2024, BOS workshop to receive report on the community meetings. Provide insight/direction to staff for the proposed Ordinance.
 - ◆ October 8, 2024, 1st Board meeting for proposed Ordinance.
 - ◆ Target Go-Live date: January 1, 2025.



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

June 18, 2024

Reference ID:
2024-466

Eastern Sierra Air Alliance Update and Air Service Contribution

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,
Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

- A) Approve the Winter 2023-2024 Commercial Air Service Revenue Guarantee Cost Sharing Agreement with Mammoth Lakes Tourism and authorize the Board Chair to sign; and
- B) Approve the appropriation of \$196,000 from the Contingencies object code - 5901 into the Commercial Air Subsidy object code - 5543 in the Bishop Airport Budget (150100) (4/5ths vote); and
- C) Approve the payment of Invoice #2519 from Mammoth Lakes Tourism in the amount of \$196,000.

BACKGROUND / SUMMARY / JUSTIFICATION:

At the request of the Board, Inyo County staff have been coordinating with other regional agency partners to further develop and document the governance structure of the Eastern Sierra Air Alliance over the course of the last year. This item will provide an opportunity for staff to present and discuss this governance structure with the Board, and accept feedback which they feel important related to the document.

Additionally, this item will provide staff with the opportunity to discuss air service performance over the 2023 - 2024 winter season as well as discuss the current status of projects at Bishop Airport.

Finally, this item will request your Board's approval in paying Inyo County's share of the air service subsidy based on the proposed formula - a total of \$196,000 for the 2024 calendar year.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	
Budgeted?	Yes - A total of \$350,000 resides in Air Service Contingencies	Object Code	
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
\$196,000			

Future Fiscal Year Impacts

Inyo County is being requested to budget for a contribution up to \$196,000.

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

Your Board could choose to divert the cost-sharing amount toward 2024 summer service instead of paying in arrears for 2023-2024 winter service. Alternatively, your Board could choose to not support this financial contribution. Doing so is not recommended, as the amount being requested is less than the County's budgeted amount and the contribution directly supports the future of air service which in turn helps Bishop Airport reach its entitlement threshold of 10,000 enplanements - resulting in \$1M of funding for airport improvement projects coming back to Bishop Airport.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Public Works; Mammoth Lakes Tourism; Town of Mammoth Lakes; Mono County

ATTACHMENTS:

1. Air Service Update 6.18.24
2. Eastern Sierra Air Alliance - Governance Overview - June 2024
3. MLT Cost Sharing Agreement
4. Invoice 2519 - Inyo County

APPROVALS:

Nate Greenberg	Created/Initiated - 6/8/2024
Ashley Helms	Approved - 6/10/2024
John Vallejo	Approved - 6/10/2024
Amy Shepherd	Approved - 6/10/2024
Darcy Ellis	Approved - 6/11/2024
Nate Greenberg	Final Approval - 6/12/2024

Bishop Airport and Air Service Update

June 18, 2024



1

Air Service – Winter 23/24 & Summer 2024 Overview

- Overall a successful third winter season
- Challenges included:
 - Slower start to the ski season
 - Weather limitations of the CRJ700
 - Construction at SFO lead to frequent delays & occasional cancellations
 - Failure of National Weather Service visibility sensor at BIH following power outage
- Summer Service: Daily SFO flights July 1 – September 2
- Transition to Embraer 175 in December 2024!



2

Air Service – Reliability

United	Reliability			
	<u>2023-24</u>		<u>2022-23</u>	
	% Completed	% On Time	% Completed	% On Time
December	93.1%	65.5%	98.5%	66.2%
January	96.3%	74.1%	95.1%	71.6%
February	86.0%	54.0%	92.0%	69.0%
March	85.3%	64.7%	98.0%	74.5%
April	100.0%	50.0%	100.0%	100.0%
TOTAL	90.1%	64.3%	95.7%	71.0%

3

Air Service – Load Factors

SFO - BIH United	Load Factor	
	<u>2023-24</u>	<u>2022-23</u>
	December	49%
January	41%	45%
February	55%	61%
March	66%	63%
April	32%	46%
TOTAL	52%	55%

DEN - BIH United	Load Factor	
	<u>2023-24</u>	<u>2022-23</u>
	December	69%
January	64%	64%
February	76%	76%
March	73%	73%
TOTAL	70%	70%

With a slight increase in capacity through the season, the number of tickets sold was up by 70

DEN had decreased capacity through the season, due to a later start in December, so the number of tickets sold was down 550 from 22/23

4

Capital Improvement Projects

Airport Improvement Program Projects

Year	Project Description	Federal Funds	Local Funds	Total
2024	Purchase Snow Removal Equipment*	\$ 525,000	\$ 58,333	\$ 583,333
2024	Runway 12-30 Grooving Project	\$ 1,260,000	\$ 140,000	\$ 1,400,000
2024	Flight Forecast Update/Terminal Design Study*	\$ 89,489	\$ 9,943	\$ 99,432
2024	ARFF/Snow Equipment Storage Building Project	\$ 226,620	\$ 25,180	\$ 251,800
2025	Environmental Assessment: Commercial Service Terminal**	\$ 225,000	\$ 25,000	\$ 250,000

Airport Infrastructure Grant Projects/Acquisitions

Year	Project Description	Federal Funds	Local Funds	Total
2025	Runway 12-30 Safety Area Improvement Project	\$ 2,250,000	\$ 250,000	\$ 2,500,000
2025	Replace Rotating Beacon	\$ 45,000	\$ 5,000	\$ 50,000

* These projects were budgeted in 23/24, others are new for 24/25

**Funded out of the \$2M Congressionally Directed Spending set-aside for the Commercial Service Terminal

EASTERN SIERRA AIR SERVICE

Governance & Operating Concepts

June 2024

Background

Air service in the Eastern Sierra has been in a constant state of evolution over the last decade-plus. During this time, a variety of players have been involved – all interested in establishing a stable and reliable means of transportation which supports tourism access to the region and interlocal transit for residents. While the Mammoth Airport (MMH – operated by the Town of Mammoth Lakes) housed commercial air service for the majority of this time period, in December 2021, this service transitioned to the Bishop Airport (BIH). Operated by Inyo County, BIH affords a milder and more consistent climate which is conducive to increasing the reliability of commercial flights into the region.

Since that transition, the agencies partnering to support air service have recognized the need for improved coordination and governance to ensure that priorities and operating constraints are understood and accounted for in decision making. This document strives to provide a high-level overview of that basic operating model, which will likely serve the region for the next several years as air service continues to mature.

Scope & Background

The Eastern Sierra Air Alliance (ESAA) is an oversight entity that was initially formed in 2012 along with the creation of the Mammoth Lakes Tourism Business Improvement District (TBID). This group began meeting regularly in 2021 to assist partner agencies in making critical decisions related to air service routes, carriers, airport infrastructure needs, ground transportation, and associated funding mechanisms. The primary focus of the ESAA is to identify needs, opportunities, and collaboratively bring solutions which support the goal of *reliable regional air service*. Collectively, the group integrates industry leading consultants who assist with informing strategy and framing key decisions such that participating agencies can make informed decisions.

ESAA Membership & Structure

Currently, the ESAA consists of local government leaders from Inyo County, the Town of Mammoth Lakes, Mono County, and City of Bishop; regional tourism and marketing agencies; and other key stakeholders who have a vested interest in air service.

Advisory Committee

This is the larger and more inclusive group of stakeholders whose members collectively set objectives for air service based on input from their governing bodies. The group is supported by the reputable, Colorado-based consulting firm, AirPlanners, who bring decades of air service and airline expertise to the committee. As of the writing of this document, the Advisory Committee consisted of the following entities & representatives:

- Inyo County County Administrative Officer (or designee)
- Town of Mammoth Lakes Town Manager (or designee)
- Mono County County Administrative Officer (or designee)
- City of Bishop City Administrator (or designee)
- Eastern Sierra Regional Airport (BIH) Airport Manager

- Mammoth Yosemite Airport (MMH) Airport Manager
- Mammoth Lakes Tourism Designee
- Bishop Chamber of Commerce Designee
- Mono County Tourism Designee
- Mammoth Mountain Ski Area Designee

Oversight Committee

In addition to the Advisory Committee, an Oversight Committee exists consisting of appointed leaders from the member agencies who make a financial commitment towards air service subsidies or operating infrastructure of the airports themselves. This group is responsible for determining air service routes, carriers, and schedules. Oversight Committee members are responsible for reporting on ESAA activities to their respective entities, as well as ensuring budget authority for any proposed expenditures. As of the writing of this document, the Oversight Committee consisted of the following individuals (although may change based on future commitment of funds by other participants):

- Inyo County County Administrative Officer
- Town of Mammoth Lakes Town Manager
- Mammoth Lakes Tourism Chief Executive Officer
- Mammoth Mountain Ski Resort Chief Executive Officer

Airports vs. Air Service

It is important to recognize that a commercial air carrier may only operate at an airport with a Part 139 Operating Certificate from the Federal Aviation Administration (FAA). There is no basis for operating and maintaining such an airport if there is not consistent commercial air service, as the cost and effort of doing so is unwarranted.

Throughout Inyo and Mono Counties there are a number of airports which are incapable of supporting commercial aviation, though have a burgeoning General Aviation (GA) community. Prior to the region embarking on commercial air service, both Bishop and Mammoth Airports were also GA airports. Over the years, both the Town of Mammoth Lakes and Inyo County have received grants from the FAA and relied on General Fund dollars to make improvements to the airports necessary for them to comply with CFR Part 139. Maintaining this status requires ongoing financial investment and strategic decision-making, which are critical considering the small-scale nature of the airports.

A critical connection between air service and the supporting airport is related to FAA entitlement funds which are granted to the operating entity based on the number of enplanements realized each year. Essentially, if an airport achieves the base threshold number of 10,000 enplanements, the entity receives \$1M which may be used for capital investments at that airport. This is a significant strategic objective with regard to operating air service each year, as the season length and overall amount of passengers directly contribute to the ability to achieve the 10,000 threshold.

Air service also impacts airport infrastructure. For an airport to support a given aircraft, specific criteria are required of runway and taxiway, terminal design and capacity, ground equipment, and avionics. For example, if more flights are desired on each day, a larger terminal is often needed. If larger planes are utilized, runway length and avionic requirements increase. So, while the ESAA has no direct oversight of any airport, the collaborative decision making of this group can certainly have an impact on airport strategic planning – hence the importance of having the right players involved in the organization.

Air Service Negotiations & Contracting

Based on input and direction from the Oversight Committee for service level and type, a sub-committee is responsible for obtaining cost estimates and contract structure from the airlines capable of providing that service. Currently, that group is led by AirPlanners, with Mammoth Lakes Tourism (MLT) serving as the agency ultimately responsible for contracting with the airline(s) in question.

Historically, the Mammoth Mountain Ski Area was the local contracting entity. However, for a variety of reasons – primarily related to improved governance, transparency, and efficiency, this was transitioned to MLT in winter 2018 for MMH, and summer 2022 for BIH. While there have been conversations about utilizing another local entity for contracting, none of the local agencies possess the interest nor capacity for taking on the associated risk at this time, hence the decision to leverage MLT for this role.

Funding the Air Service of Today

For airlines to operate commercial service into a growing market such as the Eastern Sierra, they generally require a Minimum Revenue Guarantee (MRG) agreement. This is effectively the minimum amount of revenue which the airline must receive from either ticket sales and/or other financial investment for them to consider operating in that market. As flights become more heavily utilized and more seats are sold on each flight, the airline receives enough revenue from ticket sales that the MRG may be fully satisfied without additional funding (subsidy) requirements.

However, as new markets come online – such as the move from MMH to BIH, or the addition of new routes into BIH – the airlines are generally not willing to take on the risk without an MRG agreement that ensures they will reach their revenue targets. This subsidy model is where local partner agencies work collaboratively.

Currently, the vast majority of subsidy funding comes from the Mammoth Lakes Tourism Business Improvement District (TBID) which has been in place for a number of years and will remain until August 31, 2028 when it will require renewal. While the amount committed to subsidies will fluctuate year-to-year, the current TBID Management District Plan allows for up to 45% of the budgeted funds brought in to be dedicated to air service subsidy and marketing. In 2023-2024, this amount is just over \$3,000,000 and is divided between MMH and BIH air service contracts.

Though this core funding from the TBID covers the majority of the cost required as part of the air service contract, there is currently a need for additional gap funding to reach the “subsidy cap”. The cap is the maximum sum expected to be paid out by the local agencies through the subsidy in support of the MRG. The number is determined by the airline based on the air service provided and effectively limits the risk that the agencies hold in the process of contracting for that service and is the worst-case-scenario number which can be budgeted against. Over the years, contracted flights in the Eastern Sierra have generally operated at a level of success which has reduced the subsidy below this number, though it is the level at which the contracting entity must budget.

Assuming a Winter Min. Revenue Guarantee of \$2.2M	Mammoth Mountain Direct Support	
	(Remaining)	
	3 rd Tier Subsidy	
	10% 10% Mono County	Local Agency Support (up to \$500k)
	40% Inyo County	
40% Town of Mammoth	2 nd Tier Subsidy	
Mammoth Lakes Tourism Business Improvement District (\$1.5M)		
1 st Tier Subsidy		

For each operating season, the ESAA proposes a funding plan for that season's MRG agreement. This funding plan will always start with Mammoth Lakes TBID dollars (currently \$1.5M). For the time being, infusion of additional funds from partner agencies is required to close the funding gap. These requests are made to partner agencies during their regular budget cycles based on the best available numbers that ESAA has – which are often somewhat limited based on the complexities of contracting with large airlines.

If flights are successful and plans generally seeing enplanement rates beyond 70%, it is possible that the revenue generated by the airline will reduce the subsidy contribution to \$0. While commercial flights have been successful into BIH, the service is still maturing. Over recent years, operating seasons have come in below the cap (meaning not requiring the entire amount), although still requiring an investment from partners toward that number.

Currently the Mammoth Lakes TBID supports the first \$1.5M toward the MRG cap. The next \$500k is supported by local agencies. Should additional funds be needed beyond \$2M, Mammoth Mountain Ski Area will cover the cost.

The goal is to have each flight be as profitable as possible, and to drive the subsidy down as low as possible. As existing air service becomes more self-sustaining (meaning reduced or eliminated subsidy required by the airline), the individual parties making up the Oversight Committee can make decisions around future expansion opportunities and choose to reinvest available funds to additional routes or schedules, or withhold subsidy funding all together.

Should the amount of funds required by the airline not be attainable for that contract period (due to budget challenges or other unforeseen circumstances), the group would need to collectively make a decision as to how to adjust service to bring cost down. Alternatively, other funding partners may be sought out to close the financial gap, thereby expanding or changing the overall structure of the Oversight Committee.

ESAA and the Future of Air Service

The ESAA operating model has proven to be successful over the years. It provided the guidance necessary for air service into MMH to operate sustainably, despite the challenges with reliability. This has extended in recent years to BIH and associated operations.

For all intents and purposes, the current governance and operating model works well and is “right-sized” relative to the current state of operations. First, since the ESAA is not a stand-alone organization, there is no additional overhead for operating such a group. Further, given that the range of decisions which can be made about air service (namely routes and schedules) are limited by the airline’s interest in not expanding before current operations are stable, there are few strategic decisions to truly be made by the group.

The participating agencies generally recognize the that current status quo of air service is likely to remain just that for the next several years. If anything, it may be possible to expand the schedule of the existing routes/flights – ideally moving toward more year-round service. Any decision to do so (especially that which would require funding from partner agencies) would be made by the Oversight Committee in consultation with their respective boards or councils.

It is also recognized, however, that certain partner agencies who have greater access to funding or more exclusive interests may be compelled to explore expanding service to better suit their needs. In these cases, the ESAA would be available to provide support in the decision-making process as well as contracting. While partner agencies would be consulted to see if there is an interest or ability to share the cost of this expanded service, there is absolutely no expectation nor obligation for participation in these expanded services.

With the early success of air service to the Eastern Sierra – particularly at BIH - it is anticipated that there may eventually be value in the ESAA becoming a stand-alone entity. With an Executive Director and some additional capacity, the entity would be able to more aggressively raise funds and focus on their mission – effectively mirroring similar agencies in other resort destinations. The idea of forming a 501(c) corporation to manage contracting, fundraising, and air consultant relationships should be the ultimate goal, although there is no reason to rush toward that objective quite yet.

One reason to move slowly with respect to a transition such as this is to ensure that the governance model which would be a prescriptive requirement of forming such an entity be as well thought out as possible. At this stage in the venture, there are still too many unknowns and it is anticipated that partners and the level of investment or engagement may change in the coming years. To rush the creation of a stand-alone entity at this stage would run the risk of not designing it properly – ultimately costing money and time. Simply put, the current ESAA operating model is functioning and not-broken, so there is no urgent need to improve upon it – rather just recognize and formalize it.

Agreements

One of the most appropriate ways to recognize and formalize the current ESAA operating structure is through agreements between the partner agencies. These agreements would ratify the governance structure, decision making processes, and the framework for cost-sharing.

Currently, the only agreements which exist with regard to air service in the region are between MLT and the air carrier for service delivery, and between MLT and each cost-sharing entity for the exchange of money in support of the subsidy during each contract period. While this method works, it has been suggested that partner agencies desire a higher degree of certainty with regard to the financial obligation for each period, while MLT requires a better understanding of what funding is guaranteed in support of the subsidy gap.

In light of this, it is suggested that a Memorandum of Understanding be crafted which memorializes the governance of the ESAA. In addition, separate cost-sharing agreements will continue to be executed between MLT and partner organizations contributing funds.

COMMERCIAL AIR SERVICE REVENUE GUARANTEE COST SHARING AGREEMENT

This Cost Sharing Agreement (“Agreement”) is made by and between Mammoth Lakes Tourism, a California non-profit corporation (“MLT”) and the County of Inyo, a political subdivision of the State of California (“County”), collectively referred to as “Parties” and individually as “Party.”

RECITALS

- A. MLT is the Direct Marketing Organization formed to promote the development and marketing of the Town of Mammoth Lakes, a California municipal corporation and a general law city (“Town”) as a travel destination. A core aspect of MLT's mission is to promote the economic well-being of the Mammoth Lakes community through the development and execution of well-planned tourism sales and marketing strategies. MLT recognizes that the availability of commercial air service to the Town directly serves MLT's mission.
- B. County recognizes the availability of commercial air service promotes tourism to the entire County.
- C. Parties have a joint interest in establishing, maintaining, and expanding commercial air service to Bishop Airport (“BIH”) under mutually acceptable conditions.
- D. United Airlines, Inc. (“Airline”) is a commercial air service provider that currently provides and desires to continue to provide air service to BIH, but its ability to provide such services is contingent upon satisfaction of a minimum revenue guarantee.
- E. MLT and Airline entered an “Air Service Agreement,” attached as Exhibit A, which provides Airline a minimum revenue guarantee cap up to, but to not exceed, Two Million Two Hundred Ninety-Nine Thousand Two Hundred and Four Dollars (\$2,299,204).
- F. It is the intent of the Parties, as set forth in greater detail herein, to assume the entire cost of guaranteeing the minimum revenue of Airline’s commercial flights to BIH for the winter season, defined to mean December 14, 2023, through April 8, 2024 (“Winter Season”).
- G. Winter United Airlines 2023-24 subsidy came in at an actual cost of \$2,281,943.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

- I. Cost Sharing. Parties agree to share the financial obligations incurred in connection with the Air Service Agreements as follows:

- I.1. MLT shall provide the initial tranche of funding to support the minimum revenue guarantee for the Winter Season. Based on the total actual subsidy of \$2,281,943, MLT will pay \$1,510,000 (“MLT’s Obligation”).
 - I.2. The County of Inyo shall provide 40% of the next tranche of funding gap between \$1,510,000 and \$2,000,000 (\$490,000) for a total amount of One Hundred Ninety-Six Thousand (\$196,000), the (“County’s Obligation”). Separate contributions will be solicited other partners for the remaining balance by MLT.
2. Invoicing and MLT Payments.
 - 2.1. MLT shall pay the entire cost of the minimum revenue guarantee in advance of the service start date upon receipt of invoices from Airline.
 - 2.2. MLT shall include with each invoice accounting showing how the invoiced amounts were calculated, as well as documentation in the possession of MLT which supports the accounting.
 - 2.3. Within thirty (30) days of the Parties’ determination that the invoice is accepted for payment, County shall pay the invoiced amount to MLT.
 - 2.4. In the event County requests additional supporting documentation from MLT which MLT has in its possession or has a legal or contractual right to obtain from Airline, the thirty-day period shall commence to run upon the delivery of the last requested item.
3. Term. This Agreement shall remain in place until June 30, 2024, or until Inyo County satisfies its accepted payment obligation, whichever is later.
4. No Agency, Joint Venture or Partnership. This Agreement shall in no way be construed to create, and shall not be deemed to have created, any relationship of employer/employee, master/servant, principal/agent, partnership, joint venture, or otherwise. No Party shall have authority, whether express or implied, to bind the others to any contractual or other third-party relationship, obligation, or liability.
5. Indemnification. Each Party shall indemnify and hold harmless the other Parties, and its officers, directors, employees and agents from all liabilities, damages, losses, claims, suits, judgments, costs and expenses, including reasonable attorneys' fees, directly or indirectly incurred by the other Party from claims by third parties as the result of or arising out of or in connection with its respective products or services supplied in connection with this Agreement, to the extent allowed by law.
6. Entire Agreement. This Agreement is intended by the Parties to be the final expression of the intentions and agreements of the Parties related to the subject matter of this Agreement. This Agreement supersedes any prior agreements, whether oral or written. Any

modifications to this Agreement shall be of no force or effect unless made in writing and signed by the Party or Parties to be charged.

7. Severability. In the event any term or provision of this Agreement is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of this Agreement shall remain in full force and effect.
8. Governing Law. The terms and provisions of this Agreement shall be interpreted and governed pursuant to the laws of the State of California.
9. Notices. Any Notice or other written communication required or permitted to be given hereunder shall be deemed to be given when hand delivered, sent by email with read receipt requested, or sent via UPS, Federal Express, or similar overnight express service, in all cases addressed to the parties at their respective addresses referenced below for delivery:

Mammoth Lakes Tourism
Attention: John Urdi, Executive Director
P.O. Box 48
Mammoth Lakes, CA 93546
Telephone: (760) 934-2712 x 1259
Email: JUrdi@VisitMammoth.com



County of Inyo
Attention: Nate Greenberg, County Administrative Officer
P.O. Box 518
Independence, CA 93526
Telephone: 760-878-0292
Email: ngreenberg@inyocounty.us

10. Remedies. The remedies specified in this Agreement shall be in addition to and not exclusive of, any other remedies available to a Party at law or in equity.
11. Joint Preparation. This Agreement shall be deemed to be jointly prepared by all Parties hereto. In connection therewith, the provisions of Civil Code section 1654 shall not be deemed applicable in the event of any interpretation of this Agreement.
12. Effect of Waiver. If either Party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be a waiver of those provisions, rights, or elections or in any way affect the validity of this Agreement. The failure of a Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.

13. No Right to Assign Agreement. No Party shall assign, transfer or sell all or any part of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of the other Parties.

14. Counterparts. This Agreement may be executed in one or more counterparts. All counterparts shall be valid and binding on the Party executing them and shall, when taken together, constitute one and the same document for all purposes. Parties each hereby agrees to execute, acknowledge and deliver all further instruments and other documents as the other may reasonably determine to be necessary or desirable for the achievement or furtherance of the purposes, terms and/or conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement shall take effect upon the date of the last signature below.

<p>“MLT” Mammoth Lakes Tourism</p> <p>Signature:  <small>John Urdi (Jun 10, 2024 13:59 PDT)</small></p> <p>Printed: <u>John Urdi</u></p> <p>Title: <u>Executive Director</u></p> <p>Date: <u>Jun 10, 2024</u></p>	<p>“County” County of Inyo</p> <p>Signature: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Approved as to form:</p> <p> <small>John-Carl Vallejo (Jun 10, 2024 13:18 PDT)</small></p>
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Mammoth Lakes Tourism
 PO Box 48
 Mammoth Lakes, CA 93546

Invoice

Date	Invoice #
5/31/2024	2519

Bill To
Inyo County Attn: Nate Greenberg County Administrative Officer 168 N. Edwards Street Independence, CA 93526

Due Date
6/30/2024

Description	Amount
BIH Winter Season 2023-24 Air Service Subsidy	196,000.00
Sales Tax	0.00
Total	
	\$196,000.00



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

June 18, 2024

Reference ID:
2024-390

Adoption of Modified Fiscal Year 2023-2024 Board Approved Budget as the Preliminary Budget for Fiscal Year 2024-2025

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Denelle Carrington, Assistant Director of Budget and General Services

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Request Board adopt the modified Fiscal Year 2023-2024 Board Approved Budget as the Preliminary Budget for Fiscal Year 2024-2025 and approve the Fixed Assets as recommended by staff (4/5ths vote required).

BACKGROUND / SUMMARY / JUSTIFICATION:

Preliminary Budget

A budget must be adopted for the continuance of County operations into Fiscal Year 2024-2025. Therefore, it is the recommendation of the County Administrator that your Board adopt the Fiscal Year 2023-2024 Board Approved County Budget, modified as discussed below, as the Preliminary Budget (spending plan) for Fiscal Year 2024-2025 until your Board holds Budget Hearings and takes action to approve a Final Board Approved County Budget for Fiscal Year 2024-2025, which is expected to occur by the end of September.

The Fiscal Year 2024-2025 Preliminary Budget, which includes all Funds within your Board's purview, includes \$154,999,179 in expenditures and \$133,404,810 in revenues. Of these totals, the General Fund portions are \$86,547,996 and \$77,749,179 respectively. This assumes a General Fund balance for the year ending June 30th of \$8,798,817. While Fund Balance will not be certified by the Auditor-Controller until September 10, 2024, the Preliminary Budget reliance on Fund Balance is somewhat misleading given the Preliminary Budget will not be close to fully expended prior to the Final Budget being approved based on actual Fund Balance.

Rollover List

Approving the Preliminary Budget is necessary to keep operations going until the passage of the Final Budget. As part of the Preliminary Budget approval process, your Board authorizes a list of specific expenditures that would not otherwise be included in the rollover budget but are expected to be undertaken during the "dry period". These do not increase the size of the previous year's budget. This list

traditionally includes all capital and road projects currently underway, necessary contracts, fixed assets, and any other necessary and justified expenditure.

As submitted, the Preliminary Budget includes the following fixed assets, capital projects that are ongoing, and items that were encumbered and ordered but have not yet been received.

Budget	Budget #	Object Code	Amount	Description
ARFF & Snow Equipment Storage Building Project	630307	4555	\$162,000	Federal Funding for Design Consultant
ARFF & Snow Equipment Storage Building Project	630307	4998	\$18,000	Required 10% County Match - Recommended from the Geothermal Trust
ARFF & Snow Equipment Storage Building Project	630307	5700	\$180,000	Consultant Contract for the design phase
Bishop Airport	150100	4998	\$52,000	Required Operating Transfer from the Bishop Airport Improvement Budget
Bishop Airport	150100	5543	\$196,000	Payment of the Airport Subsidy
Bishop Airport	150100	5650	\$520,000	Purchase of 1 large tractor and the Purchase of 1 4WD Dump Truck - currently in the works and encumbered
Bishop Airport Improvement - Special	630303	5801	\$52,000	Required 10% County Match for the purchase of a tractor and dump truck for the Bishop Airport
Bishop Airport Commercial Service	630500	5700	\$99,732	Current encumbrance and continuation of project
CAO - ACO	010201	5232	\$20,000	Contingency/Capital Purchase - emergency purposes only
CAO - ACO	010201	5650	\$50,000	Contingency/Capital Purchase - emergency purposes only
CAO - Economic Development	010202	5232	\$105,000	Small Business Resource Center project - currently in progress
CAO - Economic Development	010202	5650	\$50,000	Small Business Resource Center project - currently in progress
Clean CA Diaz Project	670102	5124	\$10,000	Project currently in progress
Clean CA Diaz Project	670102	5700	\$1,465,000	Project currently in progress

Computer Upgrade	011808	5232	\$75,000	Emergency computer equipment purchases
Computer Upgrade	011808	5650	\$100,000	Nutanix Server - server environment for Independence
Consolidated Office Building	011809	5232	\$25,000	Emergency purchase - Consolidated building
County Library	066700	5650	\$45,593	Continuation of project
CSA 2	810001	5700	\$70,000	Sewer construction project currently underway
Deferred Maintenance	011501	5650	\$325,841	Countywide HVAC and additional HVAC systems currently being replaced, repaired
Deferred Maintenance	011501	5191	\$878,403	Current encumbrances and projects currently underway
Deferred Maintenance	011501	5640	\$569,306	Current encumbrances and projects currently underway
Geothermal	010406	5801	\$18,000	Required County match for the Bishop Airport Snow Equipment Storage Building Project - design phase
Health - General	045100	5232	\$100,000	Current encumbrance for the purchase of furniture at the Consolidated building
Homeland Security 20-21	623721	5650	\$18,000	Current encumbrance for project currently underway
Homeland Security 21-22	623722	5650	\$57,000	Current encumbrance for project currently underway
IFAS Upgrade	011806	5700	\$125,000	Upgrades currently encumbered and in progress
Information Services	011801	5232	\$5,000	Emergency purchases through end of September
Information Services	011801	5122	\$42,000	Funding to pay for cell phones through September
Jail - General	022900	5650	\$226,873	Purchase of Jail Body Scanner - project currently underway
Jail Security Project	022706	5700	\$1,235,000	Security Upgrade Project - currently underway
LP/DV Airport Improvement	150502	5700	\$48,337	Current construction project
Mental Health	045200	5801	\$203,123	Operating transfer for the Progress House Kitchen project
Mental Health	045200	5655	\$150,000	Purchase of vehicle - currently in progress
Motor Pool - Operating	200100	5655	\$1,200,000	Purchase of vehicles and equipping - currently in progress

Motor Pool - Replacement	200200	5655	\$75,000	CAP costs for leased vehicles
Parks & Recreation	076998	5700	\$119,250	Continuation of two projects
Prop 1 Water Infrastructure	152200	5173	\$500,000	Continuation of project
Prop 1 Water Infrastructure	152200	5265	\$58,000	Continuation of project
Public Works	011500	5265	\$24,218	Survey contract
PW - Courthouse Rehab	011502	5640	\$36,415	Continuation of HVAC project
PW - Courthouse Rehab	011502	5700	\$2,425,225	Continuation of HVAC project
Radio Communication Fund	011810	5232	\$250,000	Continuation of Repeater and Radio project
Radio Communication Fund	011810	5650	\$125,000	Continuation of Repeater and Radio project
RAN	056610	5650	\$25,662	Replacement of the Livescan machine - currently in progress
Recycling & Waste Management	045700	5640	\$40,000	Continuation of project
Recycling & Waste Management	045700	5650	\$312,000	Purchase of Loader - currently on order
Risk Management	010900	5232	\$2,500	Emergency purchases of chairs during preliminary budget
Road	034600	5650	\$640,000	Purchase of equipment - currently on order
Road	034600	5700	\$200,000	Emergency road repairs during the summer
Road Projects - State Funded	034601	5735	\$158,544	Continuation of road projects
Road Projects - State Funded	034601	5736	\$3,200,556	Continuation of road projects
Road Projects - State Funded	034601	5709	\$348,204	Continuation of road projects
Road Projects - State Funded	034601	5708	\$1,768,248	Continuation of road projects
Runway 12-30 Grooving Project	630100	5700	\$1,400,000	Current construction project
Sheriff - General	022700	5265	\$131,247	Current encumbrance - Axon

Sheriff - General	022700	5313	\$10,075	Current encumbrance for ballistic helmets and helmet rails
Tecopa Lagoon Phase 2	643111	5700	\$204,833	Project currently underway
Transportation & Planning Trust	504605	5700	\$100,000	Design contract for charging stations
Treasurer Tax Collector	010500	5232	\$2,000	Current encumbrance for furniture at the Consolidated building
OASDI	011600	5158	\$450,000	Insurance premium due by July 30, 2024
Workers Compensation Trust	500902	5158	\$2,500,000	Insurance premium due by July 30, 2024
Public Liability Trust	500903	5158	\$1,500,000	Insurance premium due by July 30, 2024
Medical Malpractice Trust	500904	5158	\$70,000	Insurance premium due by July 30, 2024
All County Budgets with salary and benefit expenses	Various	5024	\$7,718,421	Unfunded Liability payments to be made in July

This year's Preliminary Budget again resists inclusion of department requests for certain appropriations associated with projects and purchases which would typically (and appropriately) not be considered for funding until the regular Budget Hearings. This affects department requests for "dry period" funding for discretionary purchases and projects, some of which have been long in the pipeline, and some that might need to be funded with categorical monies or Operating Transfers. If these projects and purchases were approved in the Preliminary Budget, they would essentially prevent your Board's further consideration and budget flexibility during the Budget Hearings or approval of the Final County Budget. This is particularly important in situations when the project or purchase needs to be funded with an Operating Transfer (e.g. General Fund, Geothermal Royalties, etc.) that could be used for other budget needs once those needs are fully identified through the full budget process. There are, however, a few operating transfers included in the above list. Of particular note is the inclusion of one operating transfer from the Geothermal Trust in the amount of \$18,000 for the required match for the building at the airport that is required to house the snow removal equipment that is being requested. The Budget Team included this match so that the project wasn't stalled during the preliminary budget period and there would be no loss of the federal funding.

FISCAL IMPACT:			
Funding Source	General Fund / Non-General Fund / Grant Funded	Budget Unit	All Budgets
Budgeted?	Yes	Object Code	All object codes
Recurrence	Annual Preliminary Budget Adoption		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
The recommended 2024-2025 Preliminary Budget includes \$154,999,179 in expenditures and \$133,404,810 in revenue.			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to adopt the Preliminary Budget as presented. This is not recommended, as a spending plan needs to be in place by July 1, 2024 for continuity of operations prior to adoption of a Final Board Approved Budget for Fiscal Year 2024-2025 (which will occur in September). Your Board reserves the right to otherwise modify the items or amounts on the rollover budget list. Any such change should only be done in coordination with the Budget Team as the items included within this budget reflect staff knowledge of functions and projects which require funding for the coming months, leading up to budget hearings in September.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

All County Departments

ATTACHMENTS:

APPROVALS:

Denelle Carrington	Created/Initiated - 5/20/2024
Darcy Ellis	Approved - 5/21/2024
Denelle Carrington	Approved - 6/6/2024
Amy Shepherd	Approved - 6/6/2024
Nate Greenberg	Final Approval - 6/11/2024

Commissioners
Samantha Murray, President
La Jolla
Erika Zavaleta, Vice President
Santa Cruz
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Darius W. Anderson, Member
Kenwood

STATE OF CALIFORNIA
Gavin Newsom, Governor

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Executive Director
P.O. Box 944209
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fgc@fgc.ca.gov
www.fgc.ca.gov

Fish and Game Commission



*Wildlife Heritage and Conservation
Since 1870*

Meeting Agenda June 19-20, 2024

Participate in Person

* **Mountainside Conference Center at Main Lodge**
10001 Minaret Road, Conference Room 4
Mammoth Lakes, CA 93546

or

Participate via Webinar/Phone

The meeting will be live streamed; visit www.fgc.ca.gov the day of the meeting to watch or listen. To provide public comment during the meeting, please join at the in-person location, via Zoom, or by telephone; you may join the webinar directly at <https://us02web.zoom.us/j/83255957652>. For complete instructions on how to join via Zoom or telephone, [click here](#) or visit fgc.ca.gov/meetings/2024.

* The elevation at Mountainside Conference Center at Main Lodge is 9,000 feet. Be prepared for and take proactive steps to avoid altitude sickness symptoms, such as headache, muscle fatigue, insomnia, shortness of breath, sunburn, and dehydration.

- Notes:**
- (1) See important meeting deadlines and procedures, including written public comment deadlines, starting on page 12.**
 - (2) Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department.**
 - (3) All section and subsection references are to Title 14 of the California Code of Regulations, unless otherwise noted.**

Invitation: The Commission invites members of the public to join commissioners and staff for a field trip currently under development. Details will be available in advance of the Commission meeting. Members of the public are welcome to join but must provide their own transportation.

Call to Order and Roll Call to Establish a Quorum

1. Consider approving agenda and order of items

2. Juneteenth

Recognize the importance of June 19 to commemorate the emancipation of enslaved Black people in the United States.

Consent Items

Note: Items on the consent calendar are expected to be routine and non-controversial. After public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

3. Initial private lands wildlife habitat enhancement and management area (PLM) plan and licence (consent)

Consider approving initial PLM plan license for:
(Pursuant to Section 601)

- | | |
|-----------------------|-----------------|
| (A) Butte County | (C) Yolo County |
| I. Magers Ranch | I. 360 Ranch |
| (B) Modoc County | |
| I. Fort Bidwell Ranch | |

4. Five- year PLM plans (consent)

Consider approving five-year PLM plans and 2024-2028 licenses for:
(Pursuant to Section 601)

- | | |
|---------------------------------|--------------------------|
| (A) Calaveras County | (E) Los Angeles County |
| I. Ordway Ranch | I. Santa Catalina Island |
| (B) Glenn County | (F) Monterey County |
| I. Anderson Ranch | I. Work Ranch |
| II. Bird Haven Ranch | (G) Shasta County |
| (C) Kern County | I. Duncan Creek Ranch |
| I. Tejon Ranch | |
| (D) Lassen County | |
| I. Clarks Valley Ranch | |
| II. Five Dot Ranch – Avila Unit | |
| III. Red Rock Ranch | |

5. Annual PLM plans (consent)

Consider approving annual PLM plans and 2024-2025 licenses for:
(Pursuant to Section 601)

- (A) Butte County
 - I. Angel Slough
 - II. Deseret Farms
 - III. Llano Seco Ranch
 - IV. M&T Chico Ranch
- (B) Butte and Tehama counties
 - I. Rock Creek Ranch
- (C) Lassen County
 - I. Ash Valley Ranch
 - II. Dixie Valley Ranch
 - III. Five Dot Ranch - Horse Lake Unit
 - IV. Five Dot Ranch - School Section Unit
 - V. Five Dot Ranch - Tunnel Springs Unit
 - VI. Five Dot Ranch - Willow Creek Unit
 - VII. Grasshopper Ranch
 - VIII. Kramer Ranch
 - IX. Mendiboure Cold Springs Ranch
 - X. Mendiboure Ranch
 - XI. Observation Peak Ranch
 - XII. Walton Homestead Family LLC
- (D) Modoc County
 - I. Basin View Ranch
 - II. Lookout Ranch
 - III. Roberts Ranch
 - IV. SL Ranch
- (E) San Bernadino County
 - I. Big Morongo Springs Ranch
- (F) Shasta County
 - I. Black Ranch
 - II. Cow Creek Ranch
 - III. Hathaway Oak Run Ranch
 - IV. Jerusalem Creek Ranch
 - V. JS Ranch
 - VI. Kampmann Ranch
 - VII. Rickert Ranch
 - VIII. Willow Creek Ranch
- (G) Siskiyou County
 - I. Long Prairie Farms
 - II. Pondosa
 - III. Red Rock Valley Farms
- (H) Tehama County
 - I. Big Bluff Ranch
 - II. El Rancho Rio Frio
 - III. Little Dry Creek Ranch
 - IV. Mill Creek Ranch
 - V. Salt Creek Ranch
- (I) Yolo County
 - I. Smith Flat
- (J) Yuba County
 - I. Sugarloaf-Bangor Ranch

6. Readoption of white sturgeon emergency regulation (consent)

Consider adopting a second 90-day extension of emergency regulations for sport take of white sturgeon (*Acipenser transmontanus*) in inland and ocean waters to support recovery of populations and to track fishing pressure and success.
(Amend sections 5.79, 5.80, 27.90 and 27.92)

7. **Duck stamp expenditure proposals (consent)**
Consider approving proposed duck stamp project expenditures from the Duck Stamp Dedicated Account Fund for Fiscal Year 2024-25.
(Pursuant to Section 3702, California Fish and Game Code)
8. **Milo Baker's lupine (consent)**
Consider ratifying findings on the decision to list Milo Baker's lupine (*Lupinus milo-bakeri*) as an endangered species under the California Endangered Species Act.
(Pursuant to Section 2075.5, California Fish and Game Code)
9. **Western burrowing owl (consent)**
Consider approving the Department's request for a 30-day extension to review the petition to list western burrowing owl (*Athene cunicularia hypugaea*) as a threatened or endangered species under the California Endangered Species Act.
(Pursuant to Section 2073.5, Fish and Game Code)

Discussion and Action Items

10. **Commission executive director and Department reports**
 - (A) **Commission executive director**
 - I. Update on justice, equity, diversity and inclusion plan
 - (B) **Department director and Law Enforcement Division**
11. **Inland sport fishing**
Discuss proposed amendments to inland sport fishing regulations for freshwater sport fishing bag limits, gear, and low-flow information.
(Amend sections 2.30, 5.00, 7.50, 8.00, and 703)
12. **Emergency regulations to address chronic wasting disease**
Discuss and consider adopting emergency regulations to increase surveillance and limit the spread of chronic wasting disease in California.
(Amend Section 708.5)
13. **Wildlife rehabilitation**
Consider authorizing publication of notice of intent to amend regulations regarding wildlife rehabilitation.
(Repeal Section 679; add sections 679.1, 679.2, 679.3, 679.4, 679.5, 679.6, 679.7, 679.8 and 679.9, and add Chapter 2 and Chapter 3 of the Native Wildlife Rehabilitation 679 Regulations Manual)
14. **White sturgeon sport fishing regular rulemaking**
Discuss proposed amendments to adopt emergency rules through a regular rulemaking for the recreational take of white sturgeon in inland and ocean waters.
(Amend sections 5.79, 5.80, 27.90 and 27.92)
15. **White sturgeon petition to list**
Consider and potentially act on the petition, Department's evaluation report, and comments received to determine whether listing white sturgeon (*Acipenser*

transmontanus) as a threatened species under the California Endangered Species Act may be warranted.

(Pursuant to sections 2074 and 2074.2, California Fish and Game Code)

Note: if the Commission determines listing may be warranted, a one-year status review will commence before the final decision on listing is made.

16. White sturgeon take and reporting – 2025

Consider authorizing publication of notice of intent to amend regulations for white sturgeon take and reporting for inland sport fishing and ocean recreational fishing beginning in 2025.

Staff will recommend that this item be continued to a future meeting.

17. Commission policies

Discuss potential amendments to five Commission policies currently under review. (Pursuant to Section 703, California Fish and Game Code)

(A) ***Code of Conduct***

(B) ***Planting Fish in Youth Camps***

(C) ***Youth Fishing Programs***

(D) ***Research***

(E) ***Naming Installations***

Staff will recommend that this item be continued to a future meeting.

18. Regulation change petitions (wildlife and inland fisheries)

(A) ***New petitions***

Receive new petitions for regulation change.

(Pursuant to Section 662)

Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the August 14-15, 2024 meeting.

(B) ***Previously received petitions***

Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.

(Pursuant to Section 662)

I. *Petition 2024-03: Request to amend regulations to prohibit local governments from contracting with private trappers to trap coyotes on public land and to prohibit use of carbon dioxide as a killing method for coyotes.*

19. California grizzly bear

Consider a revised resolution to recognize the 100-year anniversary of the extirpation of California's state animal, grizzly bear (*Ursus arctos californicus*).

20. Wildlife Prosecutor of the Year for 2023

Announce recipient of the annual Wildlife Prosecutor of the Year award for 2023.
(Pursuant to Commission Wildlife Prosecutor of the Year Policy)

21. Committee and Department reports

Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.

(A) **Wildlife Resources Committee**

Receive summary and consider approving recommendations from the May 16, 2024 Committee meeting. Discuss referred topics and consider revisions to topics and timing.

(B) **Department Wildlife and Fisheries Division, and Department Ecosystem Conservation Division**

- I. Department presentation on bighorn sheep, deer and mountain lion
- II. Department presentation on the Department Private Lands Management Program

The Department will recommend that the second presentation be continued to a future meeting.

General Public Comment

22. General public comment for items not on the agenda

Receive public comment regarding topics within the Commission’s authority that are not included on the agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

DAY 2 – June 20, 2024, 8:30 AM

Call to Order/Roll Call to Establish Quorum

Consent Items

Note: Items on the consent calendar are expected to be routine and non-controversial. After public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

23. Restricted Species Permit Application (consent)

Review application approved by the Department for a permit to possess transgenic Hawaiian bobtail squid (*Euprymna scolopes*).
(Pursuant to subsection 671.1(a)(8)(H))

Discussion and Action Items

- 24. Recreational fishing regulations for federal groundfish for 2025 and 2026, and fillet requirements at sea**
Consider authorizing publication of notice of intent to amend recreational regulations for (a) federal groundfish for consistency with and to complement federal rules in 2025 and 2026 and (b) fillet regulations for select groundfish and state managed finfish.
(Amend sections 27.20, 27.25, 27.30, 27.35, 27.40, 27.45, 27.50, 27.65, 28.27, 28.28, 28.29, 28.47, 28.48, 28.49, 28.54, 28.55, 28.56 and 28.65)
- 25. Commercial California halibut and white seabass set gill net**
Discuss proposed amendments to regulations for commercial California halibut and white seabass gill net fisheries.
(Add Section 174.1)
- 26. Fisheries logbook forms and fishing block charts**
Discuss proposed amendments to regulations for fisheries logbook forms and fishing block charts.
(Amend sections 120.7, 122, 165, 190 and 705.1)
- 27. Experimental Fishing Permit (EFP) Application 2024-01**
Receive, consider, and potentially act on EFP application to conduct exploratory fishing of brown box crab and to test on-demand buoy retrieval systems in deep water in northern California.
(Pursuant to Section 91)
- 28. Regulation change petitions (marine)**
- (A) ***New petitions***
Receive new petitions for regulation change.
(Pursuant to Section 662)
Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the August 14-15, 2024 meeting.
- (B) ***Previously received petitions***
Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.
(Pursuant to Section 662)
- I. *Petition 2024-02*: Re-open the red abalone fishery at San Miguel Island, Santa Barbara County, for recreational take and for commercial take under conditions (former commercial abalone divers only, catch quota, data collection).
- II. *Petition 2023-10*: Allow recreational anglers to donate fish to non-profit organizations under a sport-caught fish exchange permit.
- 29. Non-regulatory requests from previous meetings (marine)**
Consider and potentially act on non-regulatory requests submitted by members of the public at previous meetings.

30. Committee and Department reports

Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.

(A) ***Tribal Committee***

Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting to be held Monday, August 13, 2024.

(B) ***Marine Resources Committee***

Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting to be held July 17-18, 2024.

(C) ***Department Marine Region***

- I. Public discussion of action taken to close the recreational razor clam fishery in Humboldt County due to elevated levels of domoic acid. (Pursuant to subdivision 5523(a)(2), California Fish and Game Code)
- II. Update on annual recreational ocean salmon regulations, and automatic conformance to federal regulations. (Pursuant to Section 1.95, Title 14, CCR)

31. Commission administrative items

(A) ***Legislative report***

Receive updates on legislative activity and consider providing direction to staff on potential actions.

(B) ***Rulemaking timetable updates***

Review and potentially approve changes to the perpetual timetable for anticipated regulatory actions.

(C) ***Potential meeting dates and locations for 2026***

Review and provide feedback on draft meeting dates and locations for 2026 as proposed by staff.

(D) ***Future meetings and new business***

Review logistics and approve draft agenda items for the next Commission meeting (August 14-15, 2024), consider any changes to approved meeting dates or locations, or introduce new business for a future meeting agenda.

General Public Comment

32. General public comment for items not on the agenda

Receive public comment regarding topics within the Commission’s authority that are not included on the agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

Adjourn

Public Receipt of Documents

This section of the agenda highlights reports or other documents received by the Commission since the previous meeting. Any Commission discussion or action on these documents will be noticed and placed on the agenda of a future meeting. Since April 23, 2024, the Commission received one Department document:

1. The Department's [five-year species review report on Lake County stonecrop](#) (*Sedella leiocarpa*) which is currently listed as endangered under the California Endangered Species Act (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=222433>)

Executive Session

(Not open to the public)

At a convenient time during the regular agenda of the meeting listed above, the Commission will recess from the public portion of the agenda and conduct a closed session on the agenda items below. The Commission is authorized to discuss these matters in a closed session pursuant to Government Code Section 11126, subdivisions (a)(1), (c)(3), and (e)(1), and Fish and Game Code Section 309. After closed session, the Commission will reconvene in public session, which may include announcements about actions taken during closed session.

- (A) Pending litigation to which the Commission is a Party
 - I. The Ballona Wetlands Land Trust v. California Fish and Game Commission (Ballona Wetlands Ecological Reserve petition for regulation change)
 - II. Wright v. Sklar (classification of ferrets)
 - III. Borba et al. v. Merced Co, Merced Irrigation Dist, California Dept of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)
 - IV. Perez-Ramirez et al. v. County of Merced, City of Merced, Merced Irrigation Dist., California Dept of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)
 - V. Glenn et al. v. County of Merced, City of Merced, Merced Irrigation Dist., California Dept of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)
- (B) Possible litigation involving the Commission
- (C) Staffing
- (D) Deliberation and action on license and permit items
 - I. Consider the accusation in FGC Case No. 24ALJ04-FGC seeking a one-year suspension of John Boling's commercial Dungeness crab permit.

California Fish and Game Commission Meeting Schedule

Note: As meeting dates and locations can change, please visit www.fgc.ca.gov for the most current list of meeting dates and locations. All Commission meetings will include a webinar/teleconference option for attendance and every effort will be made to ensure that committee meetings include the same.

Meeting Date	Commission Meeting	Committee Meeting
July 17-18, 2024		Marine Resources Santa Rosa area
August 13, 2024		Tribal River Lodge Conference Center 1800 Riverwalk Drive Fortuna, CA 95540
August 14-15, 2024	River Lodge Conference Center 1800 Riverwalk Drive Fortuna, CA 95540	
September 12, 2024		Wildlife Resources San Jose
October 9-10, 2024	California Natural Resources Headquarters Building Auditorium, 1 st Floor 715 P Street Sacramento, CA 95814	
November 7, 2024		Marine Resources California Natural Resources Headquarters Building 715 P Street, 2 nd Floor Sacramento, CA 95814
December 10, 2024		Tribal San Diego area
December 11-12, 2024	San Diego area	

Other Meetings of Interest

Association of Fish and Wildlife Agencies

- September 22-25, 2024 – Madison, WI

Pacific Fishery Management Council

- September 18-24, 2024 – Spokane, WA
- November 13-19, 2024 – Costa Mesa, CA
- March 5-11, 2025 – Vancouver, WA
- April 9-15, 2025 – San Jose, CA

Pacific Flyway Council

- August 30, 2024 – Jackson, WY

Western Association of Fish and Wildlife Agencies

- December 3-5, 2024 – WY
- June 2-6, 2025 – Provo, UT

Wildlife Conservation Board

- August 22, 2024 – Sacramento, CA
- November 21, 2024 – Sacramento, CA

Important Commission Meeting Procedures Information

Welcome to a Meeting of the California Fish and Game Commission

This year marks the 155th year of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

Persons with Disabilities

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Department's Civil Rights Office (CRO) at civilrights@wildlife.ca.gov. Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language interpreters should be submitted at least two weeks prior to the event. Requests for real-time captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the CRO immediately.

Stay Informed

To receive meeting agendas and regulatory notices about those subjects of interest to you, visit the Commission's website, www.fgc.ca.gov, to sign up on our electronic mailing lists.

Submitting Written Comments

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: E-mail to fgc@fgc.ca.gov; mail to California Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090; deliver to California Fish and Game Commission, 715 P Street, 16th Floor, Sacramento, CA 95814 (you must call at least one business day in advance to arrange delivery). Materials provided to the Commission may be made available to the general public.

Comment Deadlines

The **Comment Deadline** for this meeting is **5:00 p.m. on June 6, 2024**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The **Supplemental Comment Deadline** for this meeting is **noon on June 14, 2024**. Comments received by this deadline will be made available to Commissioners at the meeting.

Written comments will not be accepted after the supplemental comment deadline.

Petitions for Regulation Change

Any person requesting that the Commission adopt, amend, or repeal a regulation must complete and submit form FGC 1, *Petition to the California Fish and Game Commission for Regulation Change* (as required by Section 662, Title 14, CCR), available at <https://fgc.ca.gov/Regulations/Petition-for-Regulation-Change>. To be received by the Commission at this meeting, petition forms must be delivered by the **Supplemental Comment Deadline** (or delivered in person at the meeting during the regulation change petitions agenda item). Petitions received at this meeting will be scheduled for consideration at the next

regularly scheduled business meeting, unless the petition is rejected under staff review pursuant to subsection 662(b), Title 14, CCR.

Non-Regulatory Requests

All non-regulatory requests will follow a two-meeting cycle to ensure proper review and thorough consideration of each item. All requests submitted by the **Supplemental Comment Deadline** (or heard during general public comment at the meeting) will be scheduled for receipt at this meeting and scheduled for consideration at the next regularly scheduled business meeting.

Speaking at the Meeting

To speak on an agenda item in-person, please complete a “speaker card” and provide it to the designated staff member before the agenda item is announced. Please complete one speaker card per item. Cards will be available near the entrance of the meeting room.

To speak on an agenda item by webinar/teleconference, please “raise” your hand either through the Zoom function or by pressing *9 once on your phone when prompted at the beginning of the agenda item.

1. In-person speakers will be identified in groups; please line up when your name is called. Speakers by webinar/teleconference will be identified by your Zoom display name or last three digits of your phone number; please pay attention to when your name or number is called.
2. When addressing the Commission, please give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, please appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to the following exceptions:
 - a. The presiding commissioner may allow up to five minutes to an individual speaker if a minimum of three individuals who are present when the agenda item is called have ceded their time to the designated spokesperson, and the individuals ceding time forfeit their right to speak to the agenda item.
 - b. In-person participants ceding their time shall complete a speaker card and approach the staff table with the spokesperson so that staff may confirm the presence of those ceding their time. If you are participating via Zoom and ceding your time to another speaker, please notify the Commission at fgc@fgc.ca.gov prior to the start of the agenda item, including to whom you are ceding your time, and be present on Zoom during the agenda item.
 - c. Individuals may receive advance approval for additional time to speak if requests for additional time to speak are received by email or delivery to the Commission office by the **Supplemental Comment Deadline**. The president or designee will approve or deny the request no later than 5:00 p.m. two days prior to the meeting.
 - d. An individual requiring an interpreter is entitled to at least twice the allotted time pursuant to Government Code Section 11125.7(c).

- e. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

Agenda items may be heard in any order and on either day pursuant to the discretion of the presiding commissioner.

Visual Presentations/Materials

All electronic presentations must be submitted by the ***Supplemental Comment Deadline*** and approved by the Commission executive director before the meeting.

1. Electronic presentations must be provided by email to fgc@fgc.ca.gov. If the presentation file is too large to send via email, contact staff to identify an alternative method for submitting the file.
2. All electronic formats must be Windows PC compatible.
3. If presenting at the in-person meeting location, it is recommended that a print copy of any electronic presentation be submitted in case of technical difficulties.