

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

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

March 2, 2021 - 10:00 AM

1. **PLEDGE OF ALLEGIANCE** (Join meeting via Zoom [here](#))
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
4. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

5. **District Attorney** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Clerk I or II position exists in the General Fund, as certified by the District Attorney and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Clerk I or II at Range 48 (\$2,851 - \$3,454) or Range 50 (\$2,975 - \$3,619).

6. **Health & Human Services - Health/Prevention** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one term-limited (1) Registered Nurse at Range 78 or one (1) term-limited Public Health Nurse at Range 80 exists in non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the positions, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) term-limited Registered Nurse at Range 78 (\$5,741 - \$6,976) or one (1) term-limited Public Health Nurse at Range 80 (\$6,018 - \$7,320).

CONSENT AGENDA (Approval recommended by the County Administrator)

7. **Clerk of the Board** - Request Board appoint Kat Duncan to an unfinished three-year term for a Local Agency Representative on the Inyo County Child Care Planning Council, ending November 4, 2021.
8. **County Administrator - Economic Development** - Request Board approve a blanket purchase order agreement not to exceed \$25,000 payable to Benjamin Ditto for the provision of professional video services.
9. **Public Works** - Request Board authorize payment of an invoice for the amount of \$48,069.57 from Conspec Inc. Construction Specialty of Lee Vining, CA for completing an emergency water line installation on Locust Street in the town of Lone Pine, CA.

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

10. **Planning Department** - Request Board: A) conduct workshop on the Vacant Lands Inventory and Zoning/General Plan Evaluations for Possible Changes to Promote Housing Opportunities; and B) provide comments and direction to staff regarding the project description, parcel selection, and alternatives for the Environmental Impact Report.
11. **Water Department** - Request Board award and ratify approval of contract between the County of Inyo and Rocky Mountain Tree-Ring Research, Inc., for the provision of Tree Ring Chronology Services in an amount not to exceed \$15,000, for the period of February 9, 2021 to June 30, 2022; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
12. **County Administrator - Information Services** - Request Board: A) declare Northland Systems, Inc. of Maple Grove, Minnesota, a sole-source provider of Server and Computer System Extended Support Services; B) ratify and approve the service agreement renewal between the County of Inyo and Northland Systems, Inc., of Maple Grove, Minnesota for the provision of Server and Computer System Extended Support Services in an amount not to exceed \$12,000 for the period of February 26, 2021 through February 25, 2022; and C) authorize the Information Services Director or Information Services Deputy Director to sign, contingent upon all appropriate signatures being obtained.
13. **County Administrator - Personnel** - Request Board approve: A) a contract between the County of Inyo and Amy Weurdig for the provision of personal services

as the Regional Child Support Director at a monthly salary of \$9,032.00 effective March 4, 2021 and authorize the Chairperson to sign contingent upon all signatures being obtained; and B) Resolution 2021-21, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

14. **County Administrator** - Request Board amend the Fiscal Year 2020-2021 Consolidated Office Building Budget (011809) by increasing appropriation in Construction in Progress object code (5700) by \$350,000 (*4/5ths vote required*).

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

15. **11 A.M. - Board of Supervisors** - Request Board receive a presentation and briefing by Inyo National Forest Supervisor Lesley Yen and team regarding preparation efforts for Deferred Maintenance funding for projects on the Forest for 2023, including an overview of 2021 and 2022 programs.

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

16. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



District Attorney

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: March 2, 2021

FROM: Tom Hardy

SUBJECT: Request to fill the position of one (1) District Attorney Office Clerk I or II

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Clerk I or II position exists in the General Fund, as certified by the District Attorney and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Clerk I or II at Range 48 (\$2,851 - \$3,454) or Range 50 (\$2,975 - \$3,619).

SUMMARY/JUSTIFICATION:

A vacancy in the District Attorney's office will occur on March 31, 2021. Our current Office Clerk II is resigning from the position. The Office Clerk is critical to the smooth functioning of the District Attorney's office in that the holder of the position provides important assistance to our Legal Secretaries in ensuring the smooth operation of the office. The Clerk also assists with telephone and message-taking functions, which allows us to maintain (in normal times) full-time office availability in both the Independence and Bishop offices.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

To not fill the position.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

In the current 2020/21 Fiscal Budget Number 022400, we have budgeted for this position.

ATTACHMENTS:

APPROVALS:

Maureen McVicker
Darcy Ellis
Maureen McVicker
Sue Dishion
Amy Shepherd
Tom Hardy

Created/Initiated - 2/11/2021
Approved - 2/11/2021
Approved - 2/16/2021
Approved - 2/22/2021
Approved - 2/23/2021
Final Approval - 2/23/2021



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: March 2, 2021

FROM: Marilyn Mann

SUBJECT: Request to hire one (1) Registered Nurse or (1) Public Health Nurse for a term-limited period ending on March 31, 2022, contingent upon qualifications.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one term-limited (1) Registered Nurse at Range 78 or one (1) term-limited Public Health Nurse at Range 80 exists in non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the positions, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) term-limited Registered Nurse at Range 78 (\$5,741 - \$6,976) or one (1) term-limited Public Health Nurse at Range 80 (\$6,018 - \$7,320).

SUMMARY/JUSTIFICATION:

A Registered Nurse/Public Health Nurse position became vacant following an employee's acceptance of a term-limited COVID-19 contract position. This position provides a wide-range of Public Health nursing duties including direct patient care, medical case management, health education, and other public health program duties, as needed. Department is respectfully requesting authorization to fill the vacancy with either a Registered Nurse or Public Health Nurse on a time-limited basis, as the employee who vacated the position will have the right to return to the position upon the termination of the COVID-19-specific contracted position on March 31, 2022.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could opt not to fill the vacancy, which would result in multiple Public Health programs being impacted and services either reduced or not offered with some placing the Department in breach of contract.

OTHER AGENCY INVOLVEMENT:

Kern Regional Center; California Department of Public Health

FINANCING:

State and Federal funding and Health Realignment pay for this position. This position is budgeted 100% in Health (045100) in the salaries and benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

Marilyn Mann	Created/Initiated - 2/17/2021
Darcy Ellis	Approved - 2/17/2021
Anna Scott	Approved - 2/17/2021
Melissa Best-Baker	Approved - 2/17/2021
Sue Dishion	Approved - 2/24/2021
Amy Shepherd	Approved - 2/24/2021
Marilyn Mann	Final Approval - 2/24/2021



County of Inyo



Clerk of the Board

CONSENT - ACTION REQUIRED

MEETING: March 2, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Appointment to Child Care Planning Council

RECOMMENDED ACTION:

Request Board appoint Kat Duncan to an unfinished three-year term for a Local Agency Representative on the Inyo County Child Care Planning Council, ending November 4, 2021.

SUMMARY/JUSTIFICATION:

A position on the Inyo County Child Care Planning Council was recently vacated as a result of a resignation at the Inyo County Office of Education. The position, for a "Local Agency Representative," is one of two appointed by the Board of Supervisors. Two other positions are appointed by the ICOE and a fifth is jointly appointed by the Board and ICOE.

The Local Agency Representative vacancy was advertised according to your Board's policy, and one request for appointment was received, from Ms. Kat Duncan, administrator of the ICOE Child Development Division, which oversees the Child Care Planning Council. The Child Development administrator has served as the Public Agency Representative for the Inyo Child Care Planning Council for many years and Ms. Duncan would like to continue this practice by filling the role vacated by her predecessor.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to make the appointment and have the vacancy re-advertised but this is not recommended.

OTHER AGENCY INVOLVEMENT:

Inyo County Office of Education

FINANCING:

N/A

ATTACHMENTS:

1. Kat Duncan 02.18.21

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 2/24/2021
Final Approval - 2/24/2021

CHILD CARE CONNECTION

164 Grandview Drive
Bishop, California 93514



A Child Development of
the Inyo County Office of
Education

Child Care Referrals

Subsidized Care

Provider Training

**Development
Resources**

**Book & Toy Lending
Library**



Phone: (760) 873-5123
Toll-Free: (888) 999-5669
Fax: (760) 873-5017

February 17, 2021

Inyo County Board of Supervisors

Attn: Darcy Ellis, Assistant Clerk of the Board of Supervisors

P.O. Drawer N

224 N. Edwards Street

Independence, CA 93514

INYO CO ADMINISTRATOR
CLERK OF THE BOARD
RECEIVED
FEB 18 AM 10:25
INYO CO ADMINISTRATOR
CLERK OF THE BOARD
INYO CO ADMINISTRATOR
CLERK OF THE BOARD

Dear Inyo County Board of Supervisors,

This letter is to express my interest in the Public Agency Representative vacancy on the Inyo County Child Care Planning Council (LPC). Beginning January 1, 2021, I am the Administrator of the Child Development Division of the Inyo County Superintendent of Schools. I have been with ICOE for one year now, but have worked in various Child Development positions in Inyo County since 1993, including a Director of the IMACA Child Development Programs for almost six years. I have held my current role on the LPC is as the Discretionary Representative for two years. Transferring my membership to the Public Agency Representative as previous Administrator's held will open up the Discretionary Representative spot for other interested persons in our County to have input for the LPC. The discretionary role is best filled by an outside agency for ample collaboration with various community representatives.

The Child Development Administrator of ICOE has served as the Public Agency Representative for the Inyo LPC for many years and I would like to continue to fill this role as a representative from ICOE. As a local agency providing various early care and education programs like California State Preschool Program (CSPP) and local subsidized child care programs, ICOE would like to continue to provide the LPC a valuable perspective regarding the early education and care landscape in Inyo County.

Thank you for your consideration and I look forward to hearing your response.

Sincerely,

Kat Duncan

Kat Duncan

Child Development Administrator



County of Inyo



County Administrator - Economic Development

CONSENT - ACTION REQUIRED

MEETING: March 2, 2021

FROM: John Vallejo

SUBJECT: Blanket Purchase Order

RECOMMENDED ACTION:

Request Board approve a blanket purchase order agreement not to exceed \$25,000 payable to Benjamin Ditto for the provision of professional video services.

SUMMARY/JUSTIFICATION:

Inyo County has an established business relationship with local videographer Benjamin Ditto for the production of professional quality videos. Mr. Ditto successfully created a number of videos covering a range of issues important to the County, including COVID-19 public information, broadband connectivity in our communities, search and rescue safety messaging, and recreational videos. Mr. Ditto continues to work on these projects for the County, most recently creating the "Voices of Inyo" series. We now intend to move forward with additions to our Search and Rescue video series, and are at the point where the County purchasing policy requires the Board to approve further expenditures to Mr. Ditto.

BACKGROUND/HISTORY OF BOARD ACTIONS:

This professional service provider has an established history providing professional-quality videos for the County on a wide range of topics important to the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not fund additional informative videos. This is not recommended as our pending projects include Search and Rescue informative videos that are aimed at lowering the number of avoidable rescue scenarios that have overburdened our Search and Rescue team in recent years.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is available through the CAO Economic Development Budget (010202) in the Professional Services object code (5265).

ATTACHMENTS:

APPROVALS:

John Vallejo

Darcy Ellis

Denelle Carrington

Amy Shepherd

John Vallejo

Created/Initiated - 2/17/2021

Approved - 2/18/2021

Approved - 2/18/2021

Approved - 2/19/2021

Final Approval - 2/19/2021



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: March 2, 2021

FROM: Jacob Trauscht

SUBJECT: Request the board approve payment of an Invoice to ConSpec of Lee Vining, CA in the amount of \$48,069.57 for the Locust Street emergency waterline abandonment and re-establishment work.

RECOMMENDED ACTION:

Request Board authorize payment of an invoice for the amount of \$48,069.57 from Conspec Inc. Construction Specialty of Lee Vining, CA for completing an emergency water line installation on Locust Street in the town of Lone Pine, CA.

SUMMARY/JUSTIFICATION:

Conspec performed emergency repair work of an aging 6-inch water line serving the Southern Inyo Hospital on November 20, 2020 (see attached Sole Source memo for details). While this work resulted in a patched leak, the pipe was in eminent danger of failing, as indicated by seepage out of joints west of the main leak. This pipe was to be abandoned and replaced during the 2003 Town Water System updates but for some reason was left online, to serve a single fire hydrant, the hospital (potable and fire suppression systems) and the Lone Pine Sewage Pond.

After Conspec patched the line, Conspec was secured to abandon the leaking main and connect the hospital to the 8" C900 PVC line that was on the south side of locust street. Public Works put together plans and specs the following day and Conspec ordered all parts and had them staged at the Lone Pine Road Yard. Due to a series of winter storms in early December that prevented Conspec from completing the work, it was determined that the parts would stay in Lone Pine and Conspec would be available for an emergency repair if anything happened over the Christmas holiday. Following the holiday Conspec completed the work which included re-establishing four connections as follows: 1-6" Fire Hydrant, 2 services to Southern Inyo Hospital (1-6" fire service, 1-4" potable water service), and a single 2" service to the Lone Pine Sewage Ponds.

BACKGROUND/HISTORY OF BOARD ACTIONS:

See attached emergency repair sole source justification memo for background on the leak that occurred on a 6" water main on Locust Street in Lone Pine California. ConSpec returned January 5-14 2021 to abandon the 6" main and re-establish existing connections to the 8" PVC main on the south side of Locust Street, this included: 1-6" Fire Hydrant, 2 services to Southern Inyo Hospital (1-6" fire service, 1-4" potable water service), and a single 2" service to the Lone Pine Sewage Ponds. ConSpec performed all the work as provided in the plans (see Attached Scope of Work). In addition to this, following the repair of the leak in December, ConSpec ordered all necessary parts and kept them in the Inyo County Road Yard in Lone Pine to allow an emergency repair over the Christmas holiday if needed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The county could choose not to pay the invoice, however this is not recommended as the work has already been performed and the contractor carried out the work as intended.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This will be paid out of 152198 (Water Systems Budget rollup). Since this is a rollup budget, the expense will hit budget number 152104 (Lone Pine Water Systems) object code 5265, Professional Services.

ATTACHMENTS:

1. Conspec Locust Street Invoice
2. Locust Street Leak Scope
3. Signed_Sole_Source_Locust_Patch

APPROVALS:

Jacob Trauscht	Created/Initiated - 2/17/2021
Darcy Ellis	Approved - 2/19/2021
Jacob Trauscht	Approved - 2/22/2021
Breanne Nelums	Approved - 2/22/2021
Chris Cash	Approved - 2/22/2021
Michael Errante	Approved - 2/22/2021
Marshall Rudolph	Approved - 2/22/2021
Amy Shepherd	Final Approval - 2/22/2021

**CONSPEC INC.
CONSTRUCTION SPECIALTY**

155 HANSEN ROAD
P.O. BOX 181
LEE VINING, CA 93541
Ph. (760) 647-6346



Invoice

Date **Invoice #**
2/15/2021 16607

Bill To
INYO COUNTY PUBLIC WORKS
P.O. BOX Q
INDEPENDENCE CAL 93526

P.O. No.	Terms	Due Date
RR-20-027	30 DAYS	3/17/2021

Serviced	Description	Qty	Rate	Amount
	INYO COUNTY EMERGENCY WATERLINE REPLACEMENT - LOCUST ST AT HOSPITAL			
1/5/2021	LOCATE ALL TIE-IN POINTS/ORDER PARTS/MOBILIZATION	1	13,767.91	13,767.91
1/6/2021	INSTALL TEMPORARY LINE & BOLT UP LATERAL TIE-INS	1	7,463.23	7,463.23
1/7/2021	FINISH TEMPORARY LINE/REPLACE VALVE/INSTALL & BACKFILL FIRE LATERAL	1	5,906.80	5,906.80
1/8/2021	INSTALL LATERAL TO DOMESTIC/CHARGE LINES	1	5,574.99	5,574.99
1/11/2021	FLUSH & TAKE BAC-T TEST	1	1,269.41	1,269.41
1/12/2021	WAIT OF BAC-T RESULTS/UNDO TEMP WATER/INSTALL 2" TO SEWER PONDS	1	5,000.01	5,000.01
1/13/2021	FINISH BACKFILL 2"LINE/INSTALL NEW LATERAL TO FIRE HYDRANT	1	6,184.05	6,184.05
1/14/2021	COMPLETE BACKFILL/CLEAN UP/DEMOB	1	2,903.17	2,903.17

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU		Sales Tax (7.75%)	\$0.00
Fax #		Total	\$48,069.57
760-647-6616			

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (CM Code Sections 1796, et. Seq.) notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is so the department can fulfill the need of the form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 8, Section 1798.24 of the IPA of 1977. Each Individual has the right upon request and proper identification to inspect all personal information in any record maintained on the Individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

CONTRACTOR PAYROLL

SUBCONTRACTOR PAYROLL

DC-CEM 2502 (OLD HC-347 REV 6/96)

CONTRACTOR/SUBCONTRACTOR NAME											BUSINESS ADDRESS												
CONSPEC INCORPORATED											P.O. BOX 181 LEE VINING, CA 93541												
PAYROLL #	FOR WEEK ENDING	PROJECT AND LOCATION									CONTRACT NUMBER:		RR 20-027										
1	01/9/2021	LONE PINE LOCUST EMERG REPLACEMENT									GROSS AMOUNT EARNED		DEDUCTIONS BASED ON GROSS AMOUNT EARNED ALL PROJECTS						NET WAGES PAID FOR WEEK				
EMPLOYEE NAME, ADDRESS, AND SOCIAL SECURITY NUMBER	# EX	WORK CLASSIFICATION	OT or ST	DAY AND DATE							TOTAL HOURS	RATE PAY	THIS PROJECT	ALL PROJECTS	FED TAX	FICA (SOC SEC)	Medicare	STATE TAX	SDI	OTHER DED	PERDIEM AND EXPENSE REIMB.	CHECK NUMBER	NET WAGES PAID FOR WEEK
				1/3	1/4	1/5	1/6	1/7	1/8	1/9													
				Su	Mo	Tu	We	Th	Fr	Sa													
				HOURS WORKED EACH DAY																			
STEPHEN J HANSEN 558 51 6074 PO BOX 369 LEE VINING CA 93541	M0	OP GRP 8	O	0	0	0	0	0	0	0	0.0												
			S	0	0	6	6	8	7	0	27.0	81.08	2,189.16	2,189.16	452.00	151.10	35.34	179.53	39.25	-	248.00	18472	1,579.94
JESUS MORALES 613 45 7814 PO BOX 7467 MAMMOTH LAKES, CA 93541	M0	OP GRP 8	O	0	0	0	0	0	0	0.0													
			S	0	0	4	2	2	4	0	12.0	81.08	972.96	1,900.41	258.00	133.20	31.15	92.04	30.94	-	248.00	18475	1,603.08
JESUS MORALES 613 45 7814 PO BOX 7467 MAMMOTH LAKES, CA 93541	M0	LBR GRP 4	O	0	0	0	0	0	0	0.0													
			S	0	0	2	4	6	3	0	15.0	61.83	927.45	1,900.41	258.00	133.20	31.15	92.04	30.94	-	248.00	18475	1,603.08
SAUL PRIETO MORALES 039 90 8821 PO BOX 7448 MAMMOTH LAKES, CA 93541	M	LBR GRP 1	O	0	0	0	0	0	0	0.0													
			S	0	0	0	6	8	7	0	21.0	59.18	1,242.78	1,242.78	100.00	85.42	19.98	71.16	17.35	-	135.00	18474	1,083.87
ZACHARY PETERSON 615 88 9798 188 FOOTHILL DR BISHOP CA 93514	S0	LBR GRP 3	O	0	0	0	0	0	0	0.0													
			S	0	0	6	6	8	7	0	27.0	60.28	1,627.56	1,627.56	301.00	112.07	26.21	115.12	22.99	-	180.00	18477	1,230.17
JAMES PAHLOW 621 92 3327 152 FOOTHILL DR BISHOP CA 93514	S0	TMSTR GRP 6	O	0	0	0	0	0	0	0.0													
			S	0	0	2	2	0	0	0	4.0	62.34	249.36	1,454.96	251.00	98.58	23.05	92.86	25.74	-	135.00	18476	1,098.73
BRIAN LEMUS 604 04 2353 1520 GLENWOOD LANE BISHOP, CA 93514	S0	LBR GRP 1	O	0	0	0	0	0	0	0.0													
			S	0	0	6	0	8	7	0	21.0	59.18	1,242.78	1,242.78	168.00	85.42	19.97	71.16	18.47	-	135.00	18473	1,014.76
JAMES PAHLOW 621 92 3327 152 FOOTHILL DR BISHOP CA 93514	S0	LBR GRP 3	O	0	0	0	0	0	0	0.0													
			S	0	0	6	6	8	0	0	20.0	60.28	1,205.60	1,454.96	251.00	98.58	23.05	92.86	25.74	-	135.00	18476	1,098.73


STATEMENT OF COMPLIANCE

CP-CEM-2503 (OLD HC-348 REV 8/96)

CONTRACTOR OR SUBCONTRACTOR CONSPEC INCORPORATED	CONTRACT NUMBER RR-20-027
FIRST DAY AND DATE OF PAY PERIOD Sunday - January 03, 2021	LAST DAY AND DATE OF PAY PERIOD Saturday - January 9, 2021

I do hereby certify under penalty of perjury:

- (1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions.
- (2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates:
 - (a) Specified in the applicable wage determination incorporated into the contract;
 - (b) Determined by the Director of Industrial Relations for the county or counties in which the work is performed;
 that the classification set forth therein for each laborer or mechanic conform with the work he/she performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.
- (4) That fringe benefits as listed in the contract:
 - (a) Have been or will be paid to the approved plan(s), funds(s), or program(s) for the benefit of listed employee(s), except as noted below.
 - (b) Have been paid directly to the listed employee(s), except as noted below.
 - (c) See exceptions noted below.

EXCEPTION (CRAFT)	EXPLANATION
Laborer - All Groups	Training Funds (0.70) Paid to California Apprenticeship Council
Operator Engineer - All Groups	Training Funds (1.05) Paid to California Apprenticeship Council
Teamster - All Groups	Training Funds (1.82) Paid to California Apprenticeship Council
Remarks:	
NAME (PLEASE PRINT) LANA HANSEN	TITLE Corporate Secretary
SIGNATURE 	DATE 1/15/21

On federally-funded projects, permissible deductions are defined in Regulations, Part 3 (29 CFR, Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948 Stat. 108, 72 Stat. 967; 76 Stat 357:40 U.S.C. 276c).

Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (CM Code Sections 1796, et. Seq.) notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is so the department can fulfill the need of the form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 8, Section 1798.24 of the IPA of 1977. Each Individual has the right upon request and proper identification to inspect all personal information in any record maintained on the Individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

CONTRACTOR PAYROLL

SUBCONTRACTOR PAYROLL

DC-CEM 2502 (OLD HC-347 REV 6/96)

CONTRACTOR/SUBCONTRACTOR NAME										BUSINESS ADDRESS														
CONSPEC INCORPORATED										P.O. BOX 181 LEE VINING, CA 93541														
PAYROLL #		FOR WEEK ENDING		PROJECT AND LOCATION						CONTRACT NUMBER:		RR 20-027												
2 & FINAL		01/16/2021		LONE PINE LOCUST EMERGENCY REPLACEMENT						GROSS AMOUNT EARNED		DEDUCTIONS BASED ON GROSS AMOUNT EARNED ALL PROJECTS						NET WAGES PAID FOR WEEK						
EMPLOYEE NAME, ADDRESS, AND SOCIAL SECURITY NUMBER		# EX	WORK CLASSIFICATION	OT or ST	DAY AND DATE							TOTAL HOURS	RATE OF PAY	THIS PROJECT	ALL PROJECTS	FED TAX	FICA (SOC SEC)	Medicare	STATE TAX	SDI	OTHER DED	PERDIEM AND EXPENSE REIMB.	CHECK NUMBER	NET WAGES PAID FOR WEEK
					1/10	1/11	1/12	1/13	1/14	1/15	1/16													
					Su	Mo	Tu	We	Th	Fr	Sa													
HOURS WORKED EACH DAY																								
STEPHEN J HANSEN 558 51 6074 PO BOX 369 LEE VINING CA 93541		M0	OP GRP 8	O	0	0	0	0.5	0	0	0	0.5	107.65	1,432.19	1,432.19	258.00	100.33	23.46	95.75	19.42	-	186.00	18493	1,121.23
				S	0	2	7	8	0	0	0	17.0	81.08											
JESUS MORALES 613 45 7814 PO BOX 7467 MAMMOTH LAKES, CA 93541		M0	OP GRP 8	O	0	0	0	0	0	0	0	0.0	567.56	2,105.14	289.00	142.05	33.22	104.60	27.49	-	186.00	18496	1,694.78	
				S	0	0	2	3	2	0	0	7.0												81.08
JESUS MORALES 613 45 7814 PO BOX 7467 MAMMOTH LAKES, CA 93541		M0	LB GRP 4	O	0	0	3.5	4	0	0	0	7.5	81.35	1,537.58	2,105.14	289.00	142.05	33.22	104.60	27.49	-	186.00	18496	1,694.78
				S	0	0	4.5	5	5.5	0	0	15.0	61.83											
SAUL PRIETO MORALES 039 90 8821 PO BOX 7448 MAMMOTH LAKES, CA 93541		M	LBR GRP 1	O	0	0	2	0.5	0	0	0	2.5	77.38	1,051.56	1,051.56	71.00	70.77	16.55	48.05	13.69	-	90.00	18495	921.50
				S	0	0	6.5	8	0	0	0	14.5	59.18											
ZACHARY PETERSON 615 88 9798 188 FOOTHILL DR BISHOP CA 93514		S0	LBR GRP 1	O	0	0	0	0.5	0	0	0	0.5	77.38	1,192.70	1,192.70	194.00	82.32	19.25	66.03	15.93	-	135.00	18497	950.17
				S	0	0	7	8	4.5	0	0	19.5	59.18											
BRIAN LEMUS 604 04 2353 1520 GLENWOOD LANE BISHOP, CA 93514		S0	LBR GRP 1	O	0	0	0	0	0	0	0	0.0	118.36	118.36	-	10.13	2.37	-	1.96	-	45.00	18494	148.90	
				S	0	2	0	0	0	0	0	2.0												59.18
JOHN HANSEN 603 74 5126 176 REDWOOD ST BISHOP, CA 93514		S0	OP GRP 8	O	0	0	0	0	0	0	0	0.0	121.62	243.24	243.24	24.00	18.93	4.43	2.88	3.66	-	62.00	18492	251.34
				S	0	0	0	0	3	0	0	3.0	81.08											
				O								0	-											
				S									0											


STATEMENT OF COMPLIANCE

CP-CEM-2503 (OLD HC-348 REV 8/96)

CONTRACTOR OR SUBCONTRACTOR		CONTRACT NUMBER	
CONSPEC INCORPORATED		RR-20-027	
FIRST DAY AND DATE OF PAY PERIOD		LAST DAY AND DATE OF PAY PERIOD	
Sunday - January 10, 2021		Saturday - January 16, 2021	

I do hereby certify under penalty of perjury:

- (1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions.
- (2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates:
 - (a) Specified in the applicable wage determination incorporated into the contract;
 - (b) Determined by the Director of Industrial Relations for the county or counties in which the work is performed;
 that the classification set forth therein for each laborer or mechanic conform with the work he/she performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.
- (4) That fringe benefits as listed in the contract:
 - (a) Have been or will be paid to the approved plan(s), funds(s), or program(s) for the benefit of listed employee(s), except as noted below.
 - (b) Have been paid directly to the listed employee(s), except as noted below.
 - (c) See exceptions noted below.

EXCEPTION (CRAFT)	EXPLANATION
Laborer - All Groups	Training Funds (0.70) Paid to California Apprenticeship Council
Operator Engineer - All Groups	Training Funds (1.05) Paid to California Apprenticeship Council
Teamster - All Groups	Training Funds (1.82) Paid to California Apprenticeship Council
Remarks:	
NAME (PLEASE PRINT)	TITLE
LANA HANSEN	Corporate Secretary
SIGNATURE	DATE
	1/22/21

On federally-funded projects, permissible deductions are defined in Regulations, Part 3 (29 CFR, Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948 Stat. 108, 72 Stat. 967; 76 Stat 357; 40 U.S.C. 276c).

Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

FRINGE BENEFIT STATEMENT

PROJECT NAME: LONE PINE LOCUST STREET WATERLINE-EMERGENCY

CONTRACT NO#: RR 20-027 EMERG WATERLINE DATE: January 11, 2021

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE FIRST CERTIFIED PAYROLL, OR WHEN THERE HAVE BEEN ANY CHANGES.

Classification	Fringe Benefit Hourly \$ Amount	Name and Address of Plan, Fund, or Program
Vacation		
OPERATOR ENGINEER	\$ 3.55	Paid to Employee
Health & Welfare		
Effective Date	\$ 11.85	Paid to Employee
August 22, 2020	\$ 12.15	Paid to Employee
Pension		
Subsistence	\$ 1.05	California Apprenticeship Council
62/DAY	\$ 0.39	PO Box 420603 San Francisco, CA 94142 Paid to Employee
Apprentice/Training		
Other		
Vacation		
LABORER	\$ 4.87	Paid to Employee
Health & Welfare		
Effective Date	\$ 8.00	Paid to Employee
August 22, 2020	\$ 9.31	Paid to Employee
Pension		
Subsistence	\$ 0.70	California Apprenticeship Council
45/DAY	\$ 0.61	PO Box 420603 San Francisco, CA 94142 Paid to Employee
Apprentice/Training		
Other		
Vacation		
TEAMSTER	\$ 3.15	Paid to Employee
Health & Welfare		
Effective Date	\$ 19.62	Paid to Employee
September 20, 2020	\$ 6.00	Paid to Employee
Pension		
Subsistence	\$ 1.82	California Apprenticeship Council
\$30/DAY	\$ 0.45	PO Box 420603 San Francisco, CA 94142 Paid to Employee
Apprentice/Training		
Other		

I certify that the fringe benefit are paid to the approved Plans, Funds, or Programs shown above.

CONSPEC INC.
Company Name (please print)

LANA HANSEN, Corporate Secretary
Name & Title (please print)


Signature



**TRAINING FUND
CONTRIBUTIONS**

*California Apprenticeship
Council*

Transaction ID: 1057937

Total Amount: \$192.95

Please Mail this form and your check payable to the
California Apprenticeship Council to:

Contractor License: 284967

**State of California
Department of Industrial Relations
California Apprenticeship Council
P.O. Box 511283
Los Angeles, CA 90051-7838**

**Contractor's Name & Address:
CONSPEC INC
PO BOX 181
LEE VINING, CA 93541**

Report Period: 1/3/2021 to 1/16/2021
Contract/Project No: RR 20-027
Jobsite: LOCUST ST EMERG
REPLACEMENT

Remittance for the Following Projects

<u>COUNTY</u>	<u>CLASSIFICATION</u>	<u>HOURS</u>	<u>CONTRIBUTION RATE</u>	<u>AMOUNT</u>
INYO	OPERATING ENG	66.50	\$1.05	\$69.82
INYO	LABORERS	165.50	\$0.70	\$115.85
INYO	TEAMSTER	4.00	\$1.82	\$7.28

Submitter Contact Information

<u>Submitter's name</u>	<u>Submitter's title</u>	<u>Email address</u>	<u>Phone #</u>
LANA HANSEN	CORPORATE SECTRY	CONSPEC.LH@GMAIL.COM	7606476346

Generated: 2/16/2021

DAILY WORK REPORT

Job Id: _____

Date Performed: 1/12/21

CCO No.: _____

Authorized Amount:

Date of Report: _____

Report No.: _____

Previous Expended:

Work Performed By: CONSPEC INCORPORATED

This Report:

Description Of Work: WAIT FOR BAC T RESULTS/UNDO TEMP WTR/INSTALL 2" TO SWR PONDS

Amount To Date: \$0.00

Amount Remaining: \$0.00

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.					Type	No.		
	590 BACKHOE	S.T.	8	\$47.50	\$380.00	OP 8	STEVE	S.T.	7	82.13	\$574.91
		O.T.			\$0.00			O.T.			\$0.00
	303 MINI	S.T.	4	\$34.61	\$138.44	LBR 1	ZACH	S.T.	7	59.88	\$419.16
		O.T.			\$0.00			O.T.			\$0.00
	TRNCH PLT RENTAL	S.T.	6	\$50.00	\$300.00	LBR 4	JESUS	S.T.	4.5	62.53	\$281.39
		O.T.			\$0.00			O.T.	3.5	82.05	\$287.18
	COMPRESSOR	S.T.	1	\$150.00	\$150.00	LBR 1	SAUL	S.T.	6.5	59.88	\$389.22
		O.T.			\$0.00			O.T.	2	78.08	\$156.16
	#47 FOREMAN TRK	S.T.	1	\$120.00	\$120.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
	#48 TOOL TRK	S.T.	1	\$130.00	\$130.00	OP 8	JESUS	S.T.	2	82.13	\$164.26
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
Total Cost of Equipment =					\$1,218.44						

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
58630867	WNS		1	\$220.89	\$220.89
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work =					\$220.89

Sub-Total of Labor Cost =											\$2,272.27
Labor Surcharge <u>14/12</u> Percent											\$227.23
Subistence <u>2</u> No. at <u>\$45.00</u>											\$90.00
Travel Expense <u>2</u> No. at <u>\$62.00</u>											\$124.00
Other _____											
TOTAL COST OF LABOR											\$2,713.50
TOTAL COST EQUIPMENT											\$1,218.44
TOTAL COST OF MATERIAL AND WORK											\$220.89
LABOR MARKUP (30%)											\$814.05
EQUIP & MATERIAL AND WORK MARKUP (15%)											\$33.13
SUBCONTRACTOR MARKUP 10%											
TOTAL THIS REPORT											\$5,000.01

Calcd.: _____

Chkd.: _____

Aprvd.: _____

DAILY WORK REPORT

Job Id: LONE PINE LOCUST
 Date Performed: 1/11/21 CCO No.:
 Date of Report: Report No.:
 Work Performed By: CONSPEC INCORPORATED
 Description Of Work: FLUSH & TAKE BAC-T TEST

Authorized Amount:
 Previous Expended:
 This Report:
 Amount To Date: \$0.00
 Amount Remaining: \$0.00

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.					Type	No.		
	TRENCH PLT RENTAL	S.T.	4	\$50.00	\$200.00	OP 8	STEVE	S.T.	2	82.13	\$164.26
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00	LBR 1	BRIAN	S.T.	2	59.88	\$119.76
		O.T.			\$0.00			O.T.			\$0.00
	#45 TOOL TRK	S.T.	1	\$130.00	\$130.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
Total Cost of Equipment					=	\$330.00					

		S.T.			\$0.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			S.T.			\$0.00

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts	
		Unit	No.			
58625129	WNS		1	\$193.80	\$193.80	
CM-25143	WNS		1	(\$193.80)	(\$193.80)	
58656536	WNS		1	\$15.05	\$15.05	
58628660	WNS		1	\$58.38	\$58.38	
28553	BROWNS BLADE A/C		1	\$269.32	\$269.32	
					\$0.00	
Total Cost of Equipment and Work					=	\$342.75

Sub-Total of Labor Cost				=	\$284.02
Labor Surcharge 14/12 Percent					\$28.40
Subsistence LBR 1 No. at \$45.00					\$45.00
Subsistence OP 1 \$62.00					\$62.00
Other					

Calcd.: _____
 Chkd.: _____
 Aprvd.: _____

TOTAL COST OF LABOR		\$419.42
TOTAL COST EQUIPMENT		\$330.00
TOTAL COST OF MATERIAL AND WORK		\$342.75
LABOR MARKUP (30%)		\$125.83
EQUIP & MATERIAL AND WORK MARKUP (15%)		\$51.41
SUBCONTRACTOR MARKUP 10%		
TOTAL THIS REPORT		\$1,269.41

DAILY WORK REPORT

Job Id: LONE PINE LOCUST

Date Performed: 1/8/21

CCO No.: _____

Authorized Amount:

Date of Report: _____

Report No.: _____

Previous Expended:

Work Performed By: CONSPEC INCORPORATED

This Report:

Description Of Work: INSTALL LATERAL TO DOMESTIC/CHARGE LINES

Amount To Date: \$0.00

Amount Remaining: \$0.00

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.					Type	No.		
	590 BACKHOE	S.T.	4	\$47.50	\$190.00	OP 8	STEVE	S.T.	7	82.13	\$574.91
		O.T.			\$0.00			O.T.			\$0.00
	303 MINI	S.T.	4	\$34.61	\$138.44	OP 8	JESUS	S.T.	4	82.13	\$328.52
		O.T.			\$0.00			O.T.			\$0.00
	TRENCH PLT RENTAL (ONLY 4 EACH)	S.T.	4	\$50.00	\$200.00	LBR 4	JESUS	S.T.	3	62.53	\$187.59
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			LBR 1	SAUL	S.T.	7
	WACKER	O.T.	1	\$75.00	\$75.00	LBR 1	BRIAN	O.T.		78.08	\$0.00
		S.T.			\$0.00			S.T.	7	59.88	\$419.16
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			LBR 3	ZACH	S.T.	7
	#48 TOOL TRK	S.T.	1	\$130.00	\$130.00			O.T.		78.08	\$0.00
		O.T.			\$0.00			O.T.			\$0.00
		S.T.			\$0.00			O.T.			\$0.00
		O.T.			\$0.00			O.T.			\$0.00
Total Cost of Equipment					=					\$733.44	

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts	
		Unit	No.			
58624136	WNS		1	\$220.89	\$220.89	
58627447	WNS		1	\$766.49	\$766.49	
Total Cost of Equipment and Work					=	\$987.38

Sub-Total of Labor Cost										=	\$2,356.20
Labor Surcharge 14/12 Percent											\$235.62
Subistence 3 No. at \$45.00											\$135.00
Travel Expense 2 No. at \$62.00											\$124.00
Other _____											
TOTAL COST OF LABOR											\$2,850.82
TOTAL COST EQUIPMENT											\$733.44
TOTAL COST OF MATERIAL AND WORK											\$987.38
LABOR MARKUP (30%)											\$855.25
EQUIP & MATERIAL AND WORK MARKUP (15%)											\$148.11
SUBCONTRACTOR MARKUP 10%											
TOTAL THIS REPORT											\$5,574.99

Calcd.: _____

Chkd.: _____

Aprvd.: _____

DAILY WORK REPORT

Job Id: LONE PINE/LOCUST

Date Performed: 1/7/21

CCO No.: _____

Authorized Amount:

Date of Report: _____

Report No.: _____

Previous Expended:

Work Performed By: CONSPEC INCORPORATED

This Report:

Description Of Work: FINISH TEMP LINE/REPLACE VALVE/INSTALL & BACKFILL FIRE LATERAL

Amount To Date: \$0.00

Amount Remaining: \$0.00

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
	590 BACKHOE	S.T.	2	\$47.50	\$95.00
		O.T.			\$0.00
	303 MINI	S.T.	8	\$34.61	\$276.88
		O.T.			\$0.00
	#48 TOOL TRK/CREW	S.T.	1	\$130.00	\$130.00
		O.T.			\$0.00
	TRNCH PLTS 6 EA	S.T.	6	\$50.00	\$300.00
		O.T.			\$0.00
	WACKER	S.T.	1	\$75.00	\$75.00
		O.T.			\$0.00
	#45 TOOL TRK	S.T.	1	\$130.00	\$130.00
		O.T.			\$0.00
		S.T.			\$0.00
		O.T.			\$0.00
Total Cost of Equipment				=	\$1,006.88

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
OP 8	STEVE	S.T.	8	82.13	\$657.04
		O.T.			\$0.00
OP 8	JESUS	S.T.	2	82.13	\$164.26
		O.T.			\$0.00
LBR 4	JESUS	S.T.	6	62.53	\$375.18
		O.T.		82.05	\$0.00
LBR 1	SAUL	S.T.	8	59.88	\$479.04
		O.T.		78.08	\$0.00
LBR 1	BRIAN	S.T.	8	59.88	\$479.04
		O.T.		78.08	\$0.00
LBR 3	JAMES	S.T.	8	60.98	\$487.84
		O.T.			\$0.00
LBR	ZACH	S.T.	8	\$60.98	\$487.84
		O.T.			\$0.00
		S.T.			\$0.00
		O.T.			\$0.00

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts
		Unit	No.		
197420	GARDNERS TRU VL (GALV NIPPLE & ELBOW)		1	\$24.76	\$24.76
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Cost of Equipment and Work					= \$24.76

Sub-Total of Labor Cost	=	\$3,130.24
Labor Surcharge 14/12 Percent		\$313.02
Subistence 4 No. at \$45.00		\$180.00
Travel Expense 2	\$62.00	\$124.00
Other		

Calcd.: _____
 Chkd.: _____
 Aprvd.: _____

TOTAL COST OF LABOR	\$3,747.26
TOTAL COST EQUIPMENT	\$1,006.88
TOTAL COST OF MATERIAL AND WORK	\$24.76
LABOR MARKUP (30%)	\$1,124.18
EQUIP & MATERIAL AND WORK MARKUP (15%)	\$3.71
SUBCONTRACTOR MARKUP 10%	
TOTAL THIS REPORT	\$5,906.80

DAILY WORK REPORT

Job Id: LONE PINE LOCUST

Date Performed: 1/6/21

CCO No.: _____

Authorized Amount:

Date of Report: _____

Report No.: _____

Previous Expended:

Work Performed By: CONSPEC INCORPORATED

This Report:

Description Of Work: TEMPORARY LINE & BOLT UP LATERAL TIE-INS

Amount To Date: \$0.00

Amount Remaining: \$0.00

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts	P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts	
		Type	No.					Type	No.			
23697	590 BACKHOE	S.T.	4	\$47.50	\$190.00	OP 8	STEVE	S.T.	6	82.13	\$492.78	
		O.T.			\$0.00			O.T.			\$0.00	
	303 MINI	S.T.	4	\$34.61	\$138.44	OP 8	JESUS	S.T.	2	82.13	\$164.26	
		O.T.			\$0.00			O.T.			\$0.00	
	CS END DUMP	S.T.			\$0.00	LBR 4	JESUS	S.T.	4	62.53	\$250.12	
		O.T.			\$0.00			O.T.			82.05	\$0.00
	TOOL TRK #48	S.T.	2.3	\$120.00	\$276.00	LBR 1	SAUL	S.T.	6	59.88	\$359.28	
		O.T.			\$0.00			O.T.			78.08	\$0.00
	COMPRSS/JACKHMR	S.T.	1	\$175.00	\$175.00	LBR 3	JAMES	S.T.	6	60.98	\$365.88	
		O.T.			\$0.00			O.T.			79.73	\$0.00
	TRNCH PLATE RENTAL	S.T.	1	\$130.00	\$130.00	LBR 3	ZACHARY	S.T.	6	60.98	\$365.88	
		O.T.			\$0.00			O.T.			\$0.00	
	TRNCH PLATE RENTAL	S.T.	6	\$50.00	\$300.00	TM 6	JAMES	S.T.	2	\$64.16	\$128.32	
		O.T.			\$0.00			O.T.			\$0.00	
	Total Cost of Equipment					=	\$1,209.44					

MATERIAL AND/OR WORK DONE BY SPECIALISTS

Invoice No.	Description	Quantity		Unit Cost	Extended Amounts	
		Unit	No.			
40023600	711 MATERIALS SAND		1	\$298.70	\$298.70	
58623492	WNS PARTS		1	\$877.60	\$877.60	
58623829	WNS PARTS		1	\$165.12	\$165.12	
58625143	WNS PARTS		1	\$1,084.70	\$1,084.70	
29498	BROWNS		1	\$74.89	\$74.89	
					\$0.00	
Total Cost of Equipment and Work					=	\$2,501.01

S.T.			\$0.00
O.T.			\$0.00
S.T.			\$0.00
O.T.			\$0.00
S.T.			\$0.00
O.T.			\$0.00
S.T.			\$0.00
O.T.			\$0.00
S.T.			\$0.00
O.T.			\$0.00
Sub-Total of Labor Cost = \$2,126.52			
Labor Surcharge 14/12 Percent \$212.65			
Subistence 3 No. at \$45.00 \$135.00			
Travel Expense 2 No. at \$62.00 \$124.00			
Other _____			

Calcd.: _____
 Chkd.: _____
 Aprvd.: _____

TOTAL COST OF LABOR	\$2,598.17
TOTAL COST EQUIPMENT	\$1,209.44
TOTAL COST OF MATERIAL AND WORK	\$2,501.01
LABOR MARKUP (30%)	\$779.45
EQUIP & MATERIAL AND WORK MARKUP (15%)	\$375.15
SUBCONTRACTOR MARKUP 10%	
TOTAL THIS REPORT	\$7,463.23

DAILY WORK REPORT

Job Id: LONE PINE - LOCUST
Date Performed: 1/5/21 **CCO No.:** _____
Date of Report: _____ **Report No.:** _____
Work Performed By: CONSPEC INCORPORATED
Description Of Work: LOCATE ALL TIE-IN POINTS

Authorized Amount: _____
Previous Expended: _____
This Report: _____
Amount To Date: \$0.00
Amount Remaining: \$0.00

EQUIPMENT

LABOR

Equip. No.	Description	Hours		Hourly Rate	Extended Amounts
		Type	No.		
CS 46	590 BACKHOE	S.T.	4	\$47.50	\$190.00
		O.T.			\$0.00
	303 MINI	S.T.	4	\$34.61	\$138.44
		O.T.			\$0.00
	MOB IN 1/4/21 #7175	S.T.	4.3	\$128.00	\$550.40
		O.T.			\$0.00
		S.T.			\$0.00
		O.T.			\$0.00
	COMPRSS/JACKHMR	S.T.	1	\$175.00	\$175.00
		O.T.			\$0.00
	#48 TOOL TRK PLATES (6EA.)	S.T.	1	\$130.00	\$130.00
		O.T.	6	\$50.00	\$300.00
JUSTIN MOB IN CMPRS	S.T.	5	\$65.00	\$325.00	
	O.T.			\$0.00	
Total Cost of Equipment				=	\$1,808.84

P.R. No.	Name / Description	Hours		Hourly Rate	Extended Amounts	
		Type	No.			
OP 8	STEVE	S.T.	6	82.13	\$492.78	
		O.T.			\$0.00	
OP 8	JESUS	S.T.	4	82.13	\$328.52	
		O.T.			\$0.00	
LBR 4	JESUS	S.T.	2	62.53	\$125.06	
		O.T.		82.05	\$0.00	
LBR 1	BRIAN	S.T.	6	59.88	\$359.28	
		O.T.			\$0.00	
LBR 3	ZACH	S.T.	6	60.98	\$365.88	
		O.T.			\$0.00	
TMSTR	JAMES	S.T.	2	64.16	\$128.32	
		O.T.			\$0.00	
LBR 3	JAMES	S.T.	6	\$60.98	\$365.88	
		O.T.			\$0.00	
		S.T.			\$0.00	
		O.T.			\$0.00	
		S.T.			\$0.00	
		O.T.			\$0.00	
Sub-Total of Labor Cost					=	\$2,165.72
Labor Surcharge <u>14/12</u> Percent					=	\$216.57
Subistence <u>3</u> No. at <u>\$45.00</u>					=	\$135.00
Travel Expense <u>2</u> No. at <u>\$62.00</u>					=	\$124.00
Other _____					=	_____
TOTAL COST OF LABOR					=	\$2,641.29
TOTAL COST EQUIPMENT					=	\$1,808.84
TOTAL COST OF MATERIAL AND WORK					=	\$7,413.38
LABOR MARKUP (30%)					=	\$792.39
EQUIP & MATERIAL AND WORK MARKUP (15%)					=	\$1,112.01
SUBCONTRACTOR MARKUP 10%					=	_____
TOTAL THIS REPORT					=	\$13,767.91

Calcd.: _____
Chkd.: _____
Aprvd.: _____

TOTAL COST OF LABOR					=	\$2,641.29
TOTAL COST EQUIPMENT					=	\$1,808.84
TOTAL COST OF MATERIAL AND WORK					=	\$7,413.38
LABOR MARKUP (30%)					=	\$792.39
EQUIP & MATERIAL AND WORK MARKUP (15%)					=	\$1,112.01
SUBCONTRACTOR MARKUP 10%					=	_____
TOTAL THIS REPORT					=	\$13,767.91

Existing Water Pipe

Water Pipe to be Installed

Cut and abandon existing 6" pipeline, remove existing 6" pipe serving hydrant to gate valve or flange at hydrant

Install:

- 6" C900 PVC (~30 ft) per Std Detail W-114 where possible
- 6" Elbow with thrust block per Std Detail W-114
- 6"x2" blow-off per Std Detail W-115 (B)
- 6" gate valve per Std Detail W-116

Install:

- 8" blind flange w/2" CTS output
- 2" CORP stop w/valve can
- 2" temporary blow-off per Std Detail W-115 (A)
- 2" PE (CTS) (SDR-9) (~85 ft)
- 2" PE (CTS) elbow

6" Line to be Abandoned

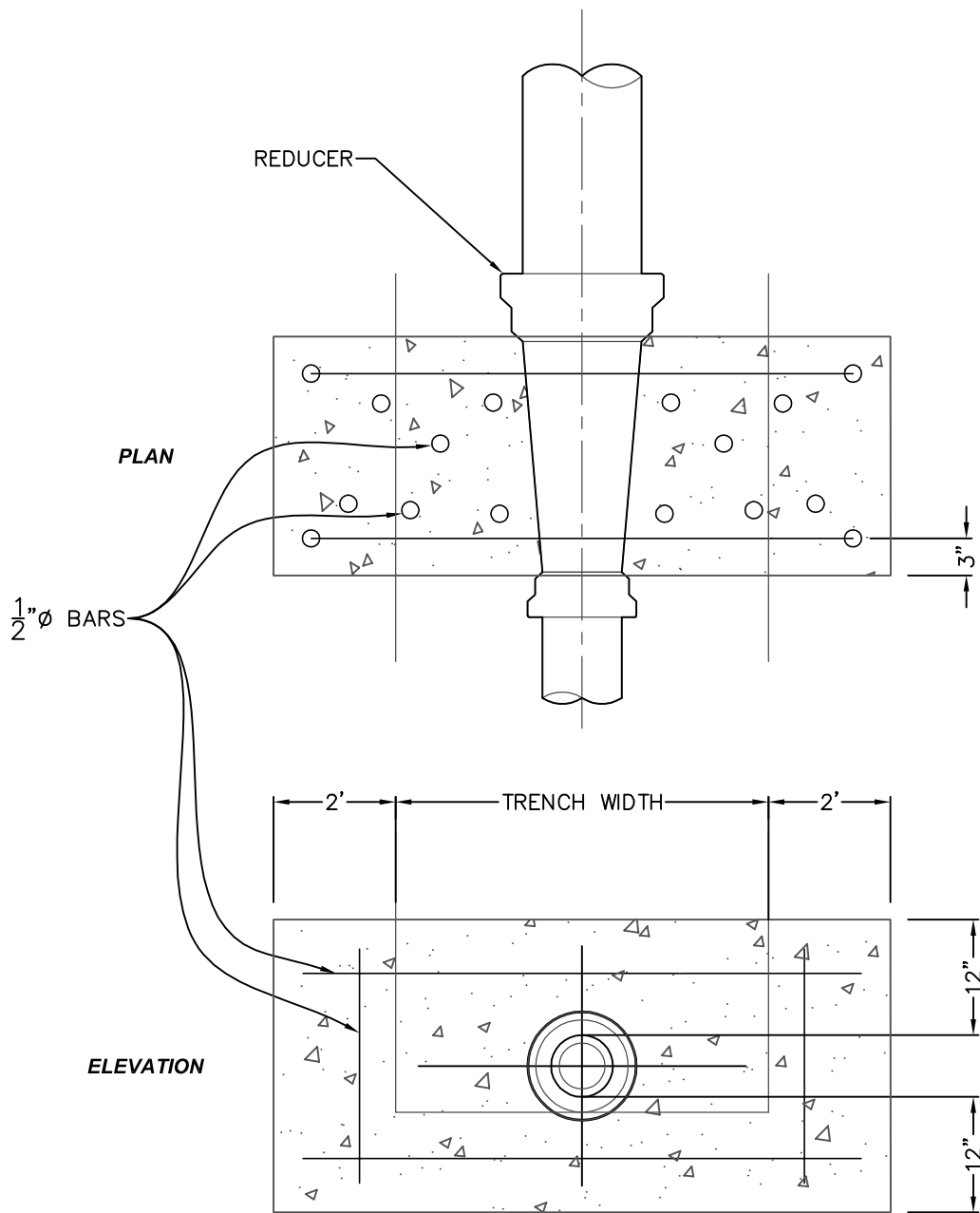
Install:

- Add thrust block to 8"by8" Tee per Std Detail W-113
- 6" C900 PVC (~50 ft) per Std Detail W-114 where possible
- 8" to 6" flange/bell reducer
- Temporary Blow Off per Inyo County Std Plan W-115 (B)
- 6" gate valve per Std Detail W-116

Install:

- Add thrust block to 8"by8" Tee per Std Detail W-113
- 6" C900 PVC (~50 ft) per Std Detail W-114 where possible
- 8" to 6" flange/bell reducer
- 'Temporary Blow Off B' per Inyo County Std Plan W-115 (B)
- 6" gate valve per Std Detail W-116
- 6" to 4" reducer per Std Detail W-112

Google Earth



NOTES:

1. CONCRETE SHALL BE 3000 PSI CONCRETE BEARING AGAINST UNDISTURBED SOIL.
2. ENSURE ALL NUTS AND BOLTS CLEAR OF CONCRETE AND OPERABLE.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

DRAWN BY: TD

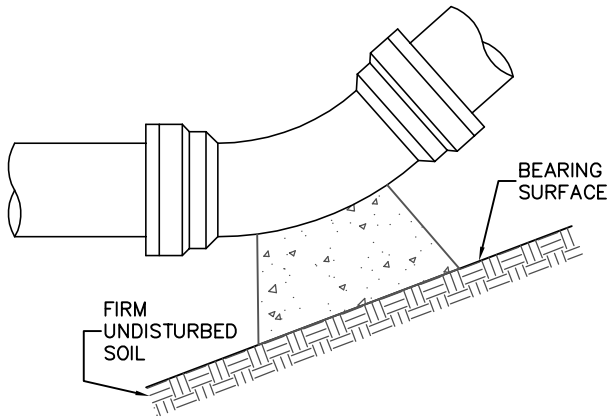
APPROVED BY: JA

Clint Quilter
 CLINT QUILTER - Director

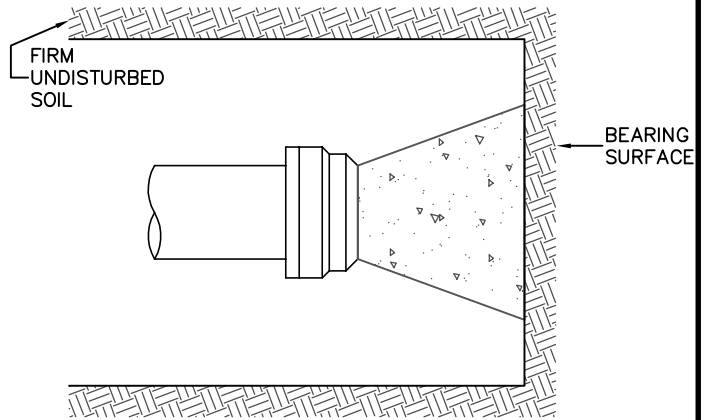
REDUCER THRUST BLOCK DETAIL

W-112

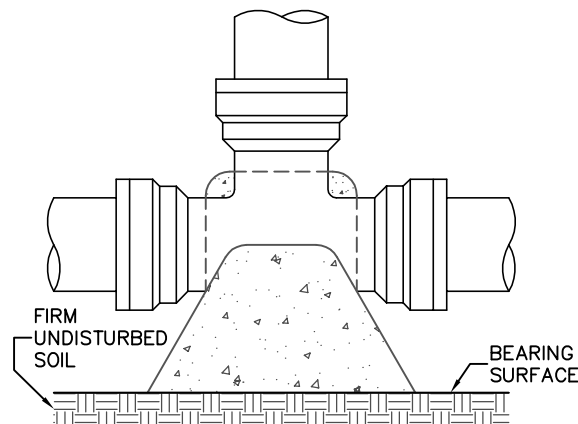
CONCRETE THRUST BLOCK



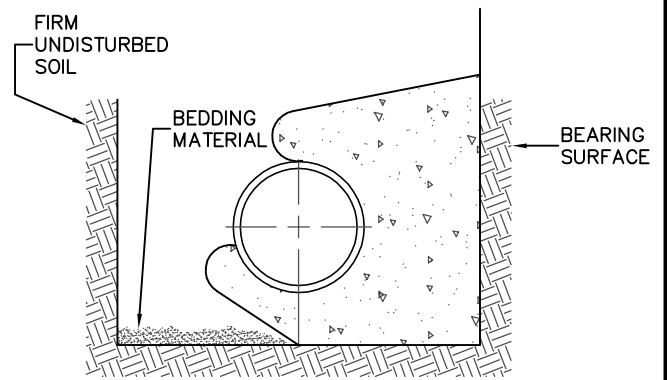
BEND



DEAD END



TEE/CLAMP/WELD/NIPPLE



TYPICAL CROSS SECTION

Table I

MINIMUM BEARING SURFACE AREA (FT. ²)						
SIZE OF PIPE	BENDS				TEE, CLAMP, WELD NIPPLE OR DEAD END	GATE VALVES
	11.25°	22.5°	45°	90°		
4"	1	1	1	2	2	
6"	1	2	3	4	3	
8"	1	2	4	8	5	
12"	3	5	9	16	12	
16"	4	8	16	29	21	
20"	7	13	25	45	32	

Table II

*** SOIL TYPE	**** MAX. ALLOWABLE SOIL BEARING VALUES	FACTORS FOR INCREASING AREAS IN TABLE I
LOOSE SAND	500 PSF	4
SOFT SANDY CLAY	1000 PSF	2
ADOBE	1000 PSF	2
COMPACT FINE SAND	2000 PSF	1
COMPACT COARSE SAND	2000 PSF	1
MEDIUM STIFF CLAY	2000 PSF	1

*** THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE SAFE SOIL BEARING VALUES AND THE POSITION AND SIZE OF BEARING AREAS.

**** BASED ON 2 FEET MINIMUM DEPTH OF COVER OVER THE PIPE.

NOTES:

1. ALL FITTINGS SUBJECTED TO AN UNBALANCED HYDROSTATIC FORCE SHALL BE RESTRAINED WITH 3000 PSI CONCRETE THRUST BLOCKS BEARING AGAINST FIRM UNDISTURBED SOIL.
2. BEARING VALUES SHOWN IN TABLE II ARE BASED ON 200 PSI INTERNAL PIPE PRESSURE AND DO NOT CONSIDER THE EFFECT OF RESTRAINED OR HARNESSSED JOINTS.
3. ENSURE ALL NUTS AND BOLTS ARE CLEAR OF CONCRETE AND OPERABLE.

INYO COUNTY PUBLIC WORKS DEPT.

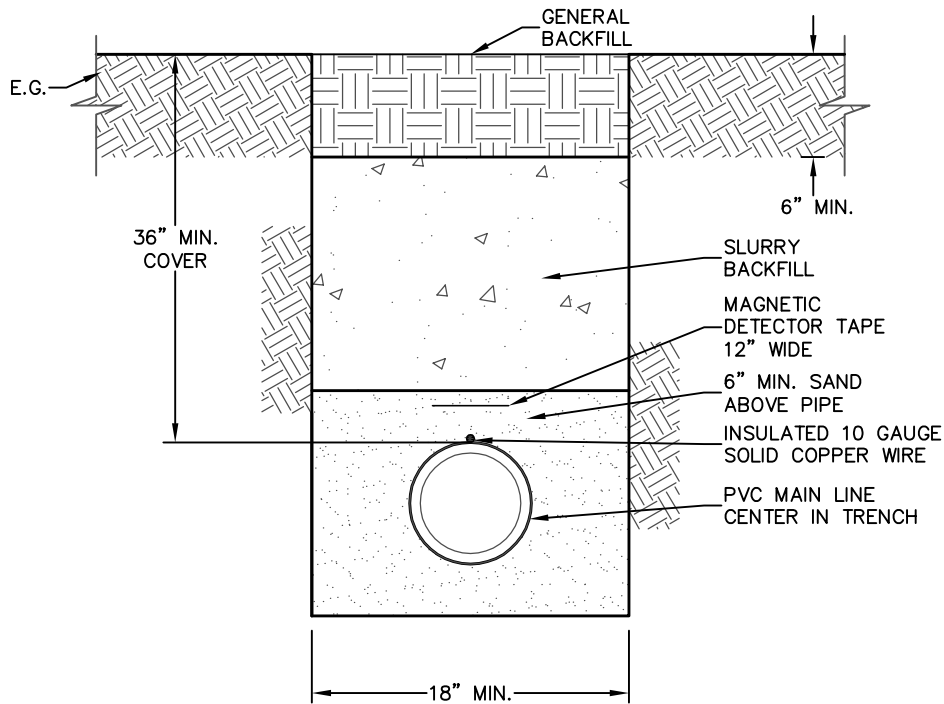
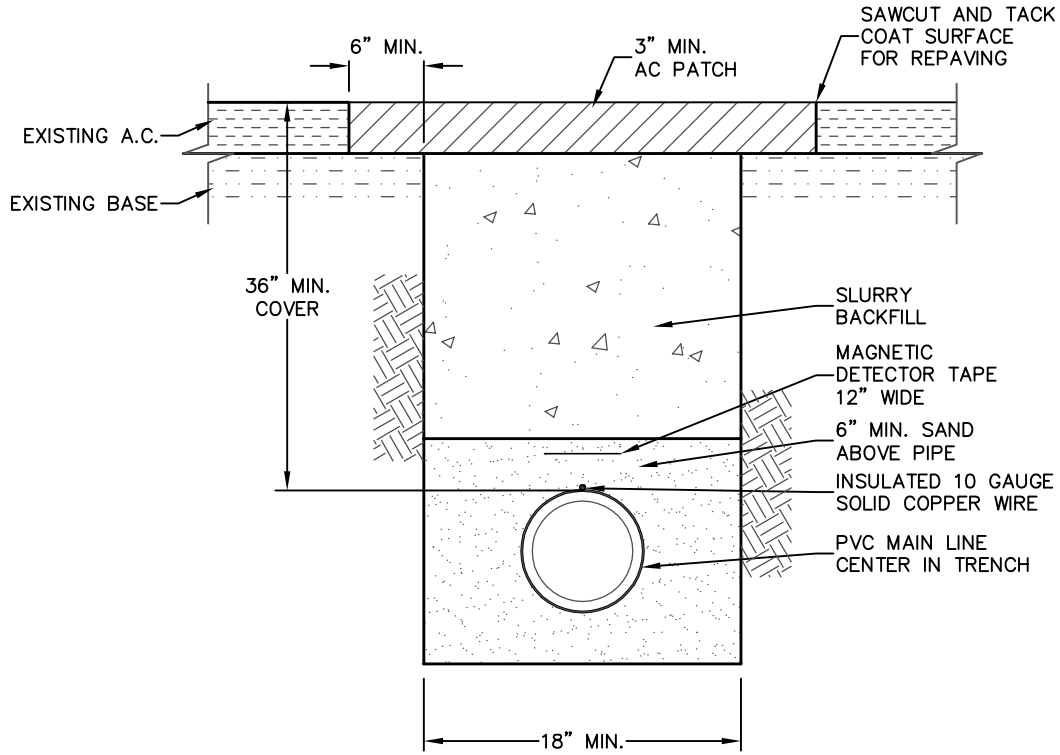
DATE: SEPT 2015
 DRAWN BY: TD
 APPROVED BY: JA

Clint Quilter
 CLINT QUILTER - Director

CONCRETE THRUST BLOCK DETAIL

W-113

TRENCH



NOTES:

1. AFFIX SOLID COPPER WIRE WITH TYE-WRAPPS EVERY 60FT ON ALL UNDERGROUND PIPING, SERVICE LATERALS, ETC. TEST ALL WIRE JUNCTIONS FOR CONTINUITY PER STD. W-117.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

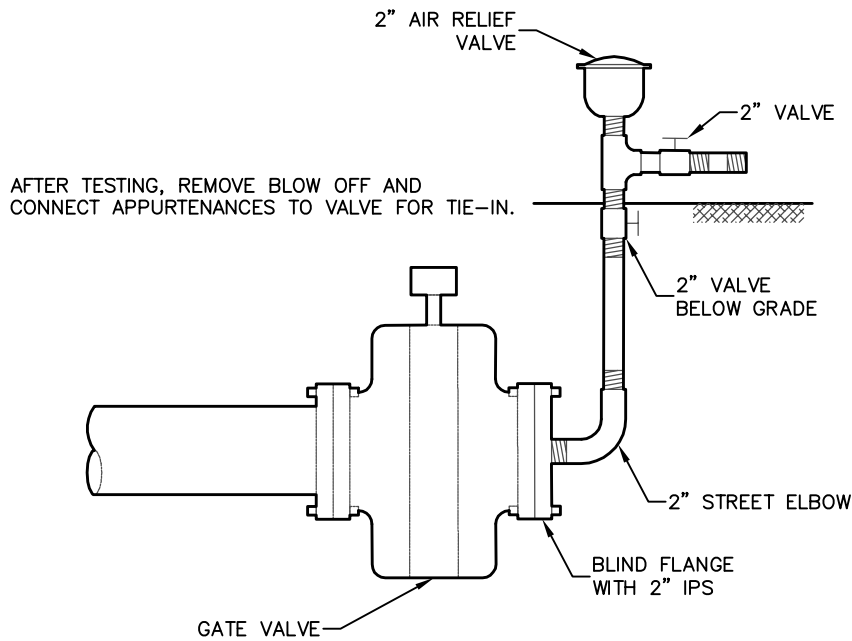
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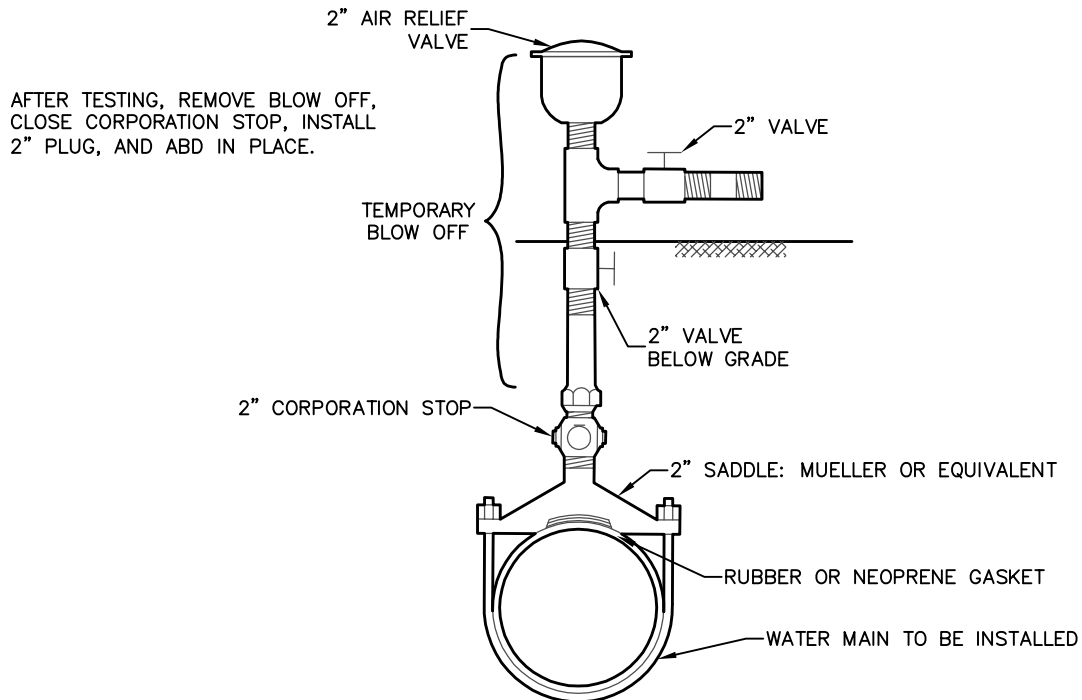
Clint Quilter
CLINT QUILTER - Director

TRENCH DETAIL

W-114



TEMPORARY BLOW OFF "A" DETAILS



TEMPORARY BLOW OFF "B" DETAILS

NOTES:

1. AFFIX SOLID COPPER WIRE WITH TYE-WRAPS EVERY 60FT ON ALL UNDERGROUND PIPING, SVC LATS, ETC. TEST ALL WIRE JUNCTIONS FOR CONTINUITY.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

DRAWN BY: TD

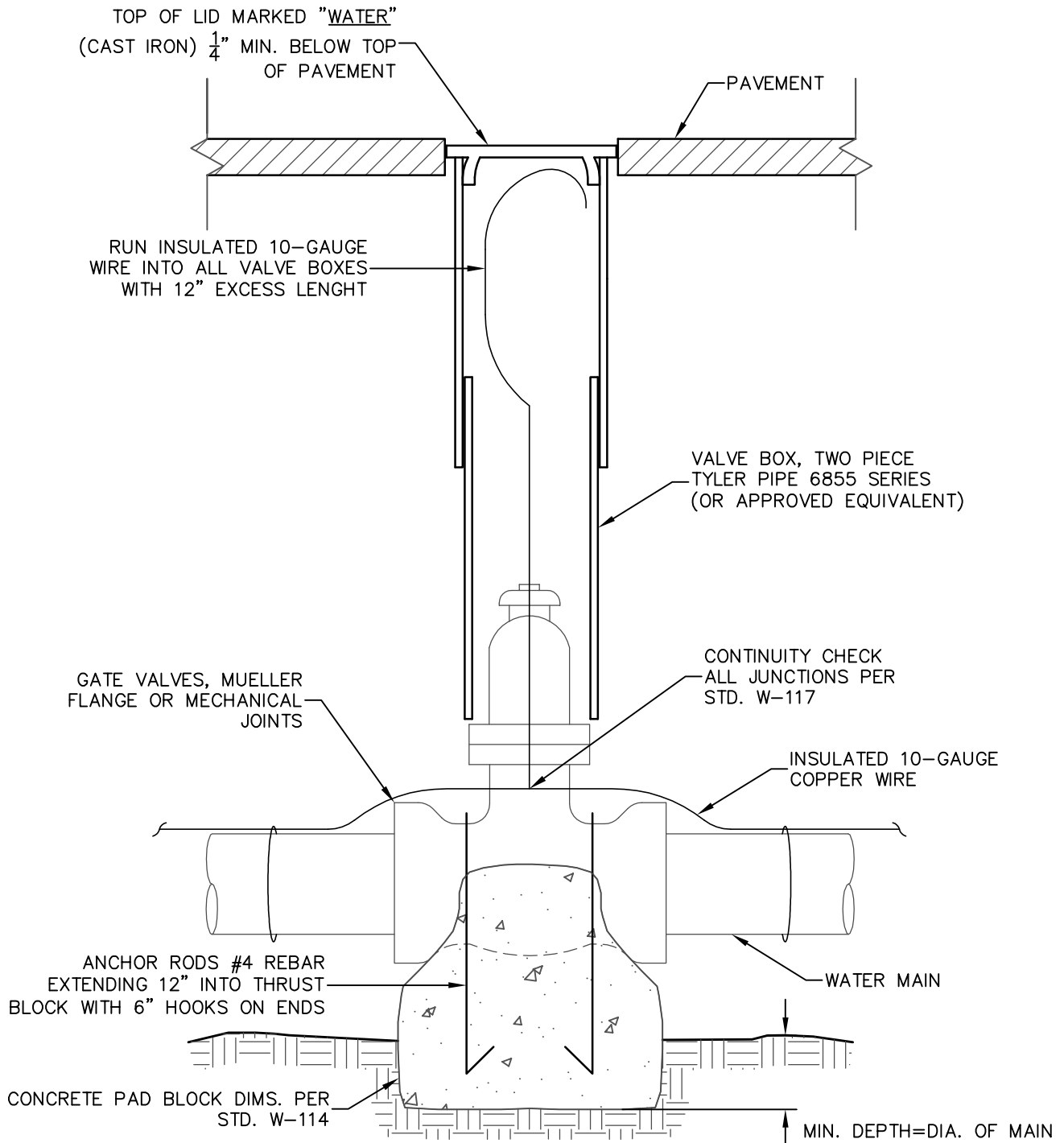
APPROVED BY: JA

Clint Quilter
CLINT QUILTER - Director

TEMPORARY BLOW OFF DETAILS

W-115

GATE VALVE INSTALLATION



NOTES:

1. AFFIX SOLID COPPER WIRE WITH TYE-WRAPS EVERY 60FT ON ALL UNDERGROUND PIPING, SVC LATS, ETC. TEST ALL WIRE JUNCTIONS FOR CONTINUITY.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

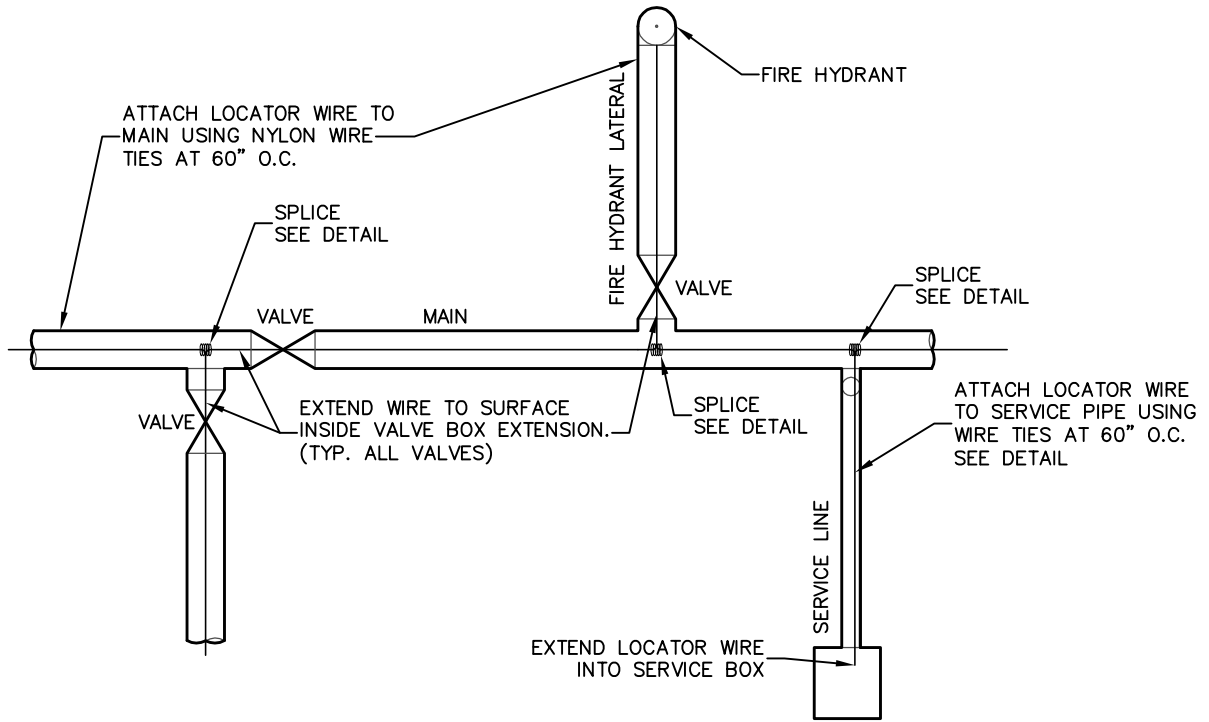
DRAWN BY: TD

APPROVED BY: JA

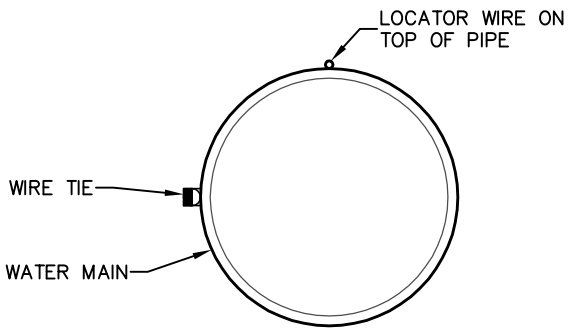
Clint Quilter
CLINT QUILTER - Director

GATE VALVE INSTALLATION DETAILS

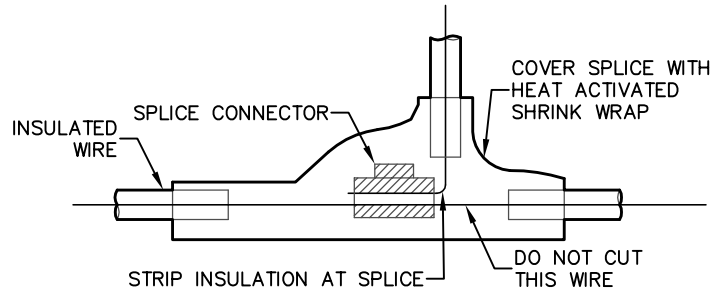
W-116



SCHEMATIC PLAN

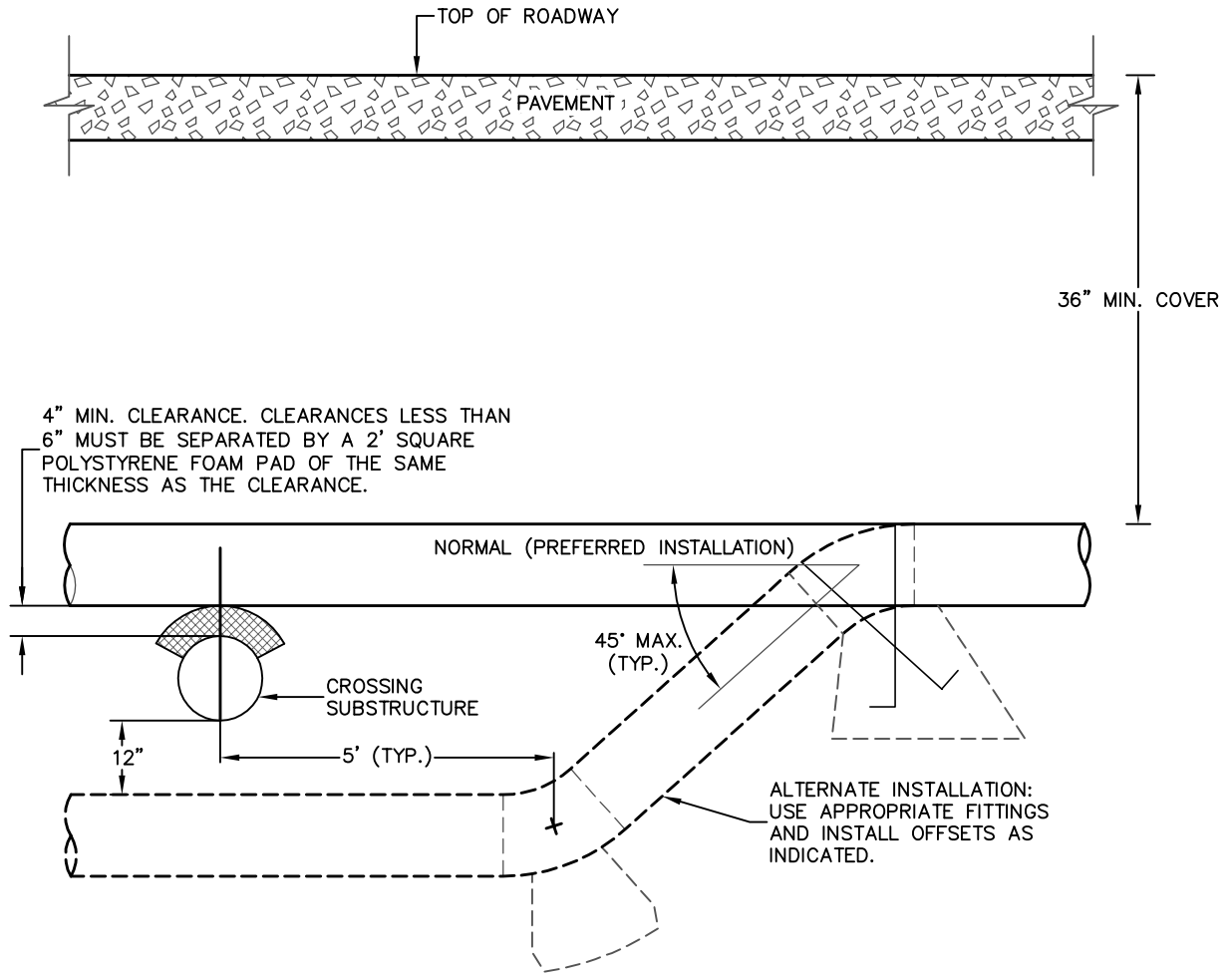


DETAIL OF WIRE ATTACHMENT



SPLICE DETAIL

TYPICAL SUBSTRUCTURE CROSSING



INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

DRAWN BY: TD

APPROVED BY: JA

Clint Quilter
CLINT QUILTER - Director

TYPICAL SUBSTRUCTURE
CROSSING DETAIL

W-118

Sole Source Justification Form

Sole Source: A unique service or item that is only available from a single source or one source is the only practical way to respond to overriding circumstances. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
 - This is a sole provider of a licensed, copyrighted, or patented good or service.
 - This is a sole provider of items compatible with existing equipment or systems.
 - This is a sole provider of factory-authorized warranty service.
 - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the Authority (Please detail in an attachment).
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere include names and phone numbers of firms contacted.

- **Emergency**

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.

An emergency repair of a leaking water main on Locust Street in Lone Pine was performed by ConSpec Inc., of Lee Vining, California. The cost of the repair was \$4,140.62. A memo is attached which describes the work in detail.

DEPARTMENT CONTACT PERSON & TITLE
Christopher Cash, Deputy Public Works Director

DEPARTMENT NAME
Inyo County Public Works Department

PHONE
(760) 878-0201

REQUESTED SUPPLIER/CONSULTANT NAME
Conspec Inc.

SUPPLIER CONTACT PERSON
Lana Harvey

EMAIL:
conspec.lh@gmail.com

SUPPLIER CONTACT'S PHONE NUMBER
(760) 647-6609

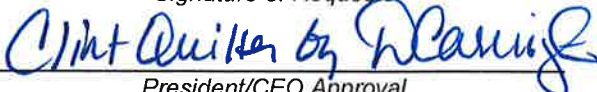
By signing below, Requestor acknowledges that he/she has read and understands the Authority's policy on sole source procurements.



Signature of Requestor

12/16/2020

Date



President/CEO Approval

12/23/2020

Date



MICHAEL ERRANTE
DIRECTOR
merrante@inyocounty.us

DEPARTMENT OF PUBLIC WORKS
168 N. Edwards Street, Independence, CA 93526
760-878-0201

CHRIS CASH
DEPUTY DIRECTOR
ccash@inyocounty.us

MEMORANDUM

TO: Whom it may concern:

FROM: Chris Cash, Water Systems Operation Manager

DATE: December 10, 2020

SUBJECT: Lone Pine Water System Emergency Work

Date of Work Performed: Friday November 20th, 2020

Summary of Emergency Work:

On the date of November 17, 2020 Jeff Sheffield, the head of maintenance for Southern Inyo Hospital, reported a leak on Locust street to the south of the hospital. Chris Cash, Katie Paterson, and Jake Trauscht investigated the leak on November 17th, 2020, but could not determine whether the leak was coming from a main or lateral, however it was known that the 6" main serving the hospital in this area was old (Installed before 1970) and beyond its useful life. At this point Conspec, Inc and Kendall Engineering were contacted to determine availability to perform an emergency repair, as it was feared that the main could be compromised beyond patching. Kendall Engineering was not available but Conspec Inc. was available as soon as Friday November 20, 2020. In the meantime the leak was observed daily, and appeared to be increasing in flows. It was determined that ConSpec should be brought down to perform the repair work in case the main was ruptured beyond repair.

On Friday November 20th, 2020 ConSpec performed the repair work which consisted of:

- Excavating valves on the northeast corner of Mt. Whitney Drive and E. Locust Street. This excavation allowed access to valves that were used to reduce flows to the compromised main.
 - During excavation of this valve cluster it was observed that a 6-inch pipe stub welded to the main was leaking out of several areas, however this line could not be isolated so was wrapped in 10-mil plumbers tape to minimize the leak, and buried (See **Photo 1** below)
- Excavation of the area of the emerging leak, at this point it was determined that the leak could be repaired with a clamp provided to Conspec by the Inyo County Water Systems (See **Photos 2 & 3** below).
- Following the repair work, the excavated areas were left open and covered with traffic rated plates, as it was determined that the best course of action going forward would be to abandon the failing main as soon as possible to avoid a catastrophic failure effecting the hospital.



MICHAEL ERRANTE
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merrante@inyocounty.us

DEPARTMENT OF PUBLIC WORKS
168 N. Edwards Street, Independence, CA 93526
760-878-0201

CHRIS CASH
DEPUTY DIRECTOR
ccash@inyocounty.us



Photo 1 – 6-inch Blind Flanged stub welded to the 8" main at the corner of Locust Street and Mount Whitney Drive, note water below from leaking pipes and joints. This stub was not able to be clamped, 10-mil plumbers tape was wrapped around the entire stub to minimize the leak and then re-buried.



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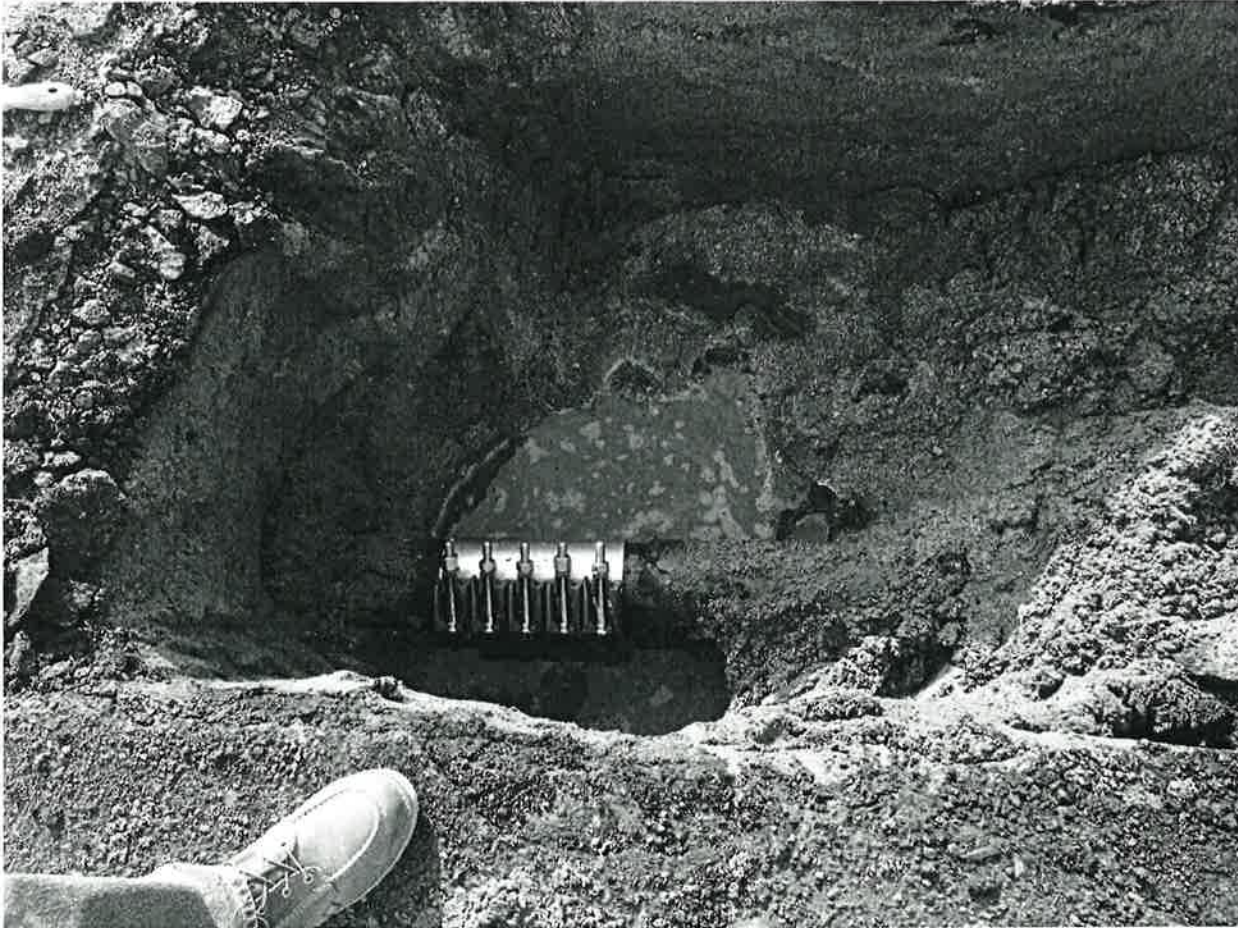


Photo 2: 6-inch repair clamp on the leaking 6-inch main immediately after installation showing water pooled at bottom of excavation from leak.



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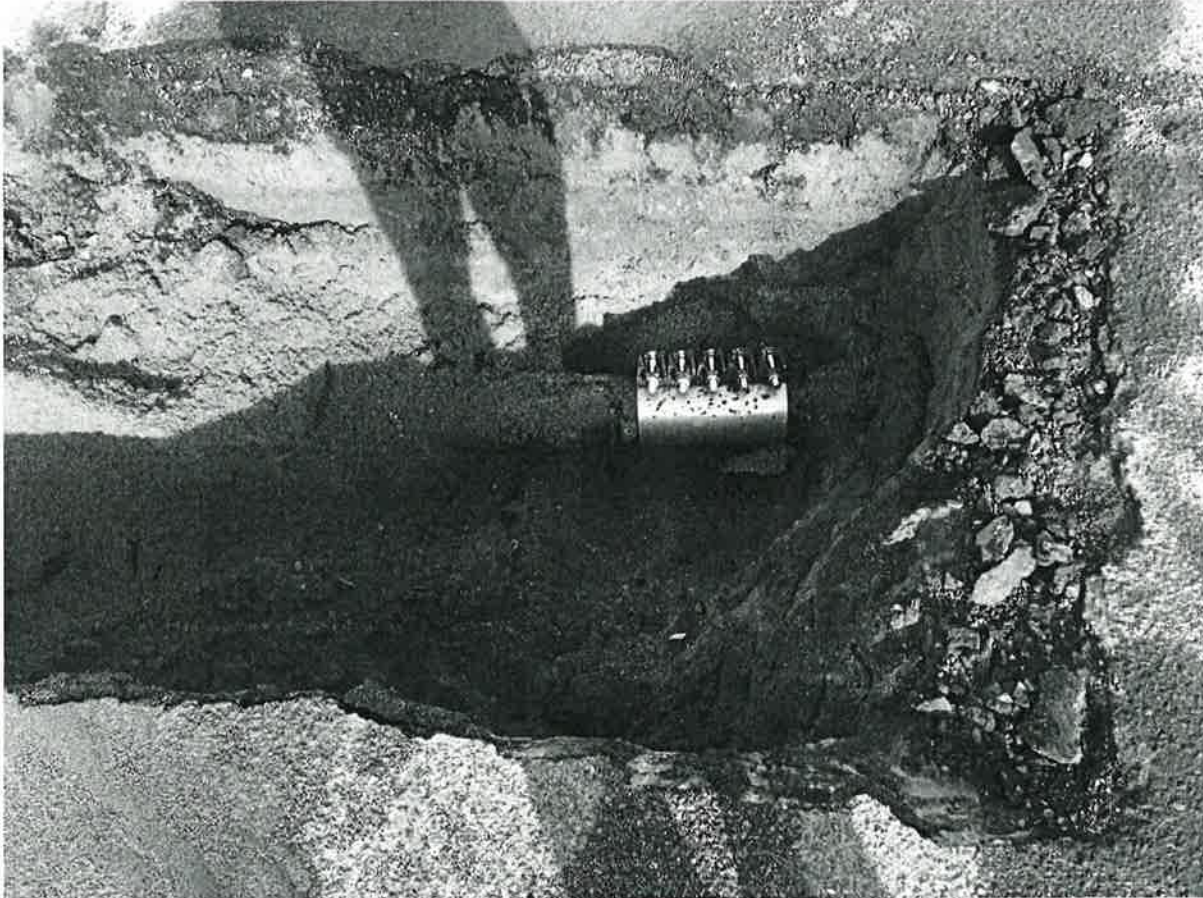


Photo 3 – Repaired location showing the leak to be contained by the repair clamp.



County of Inyo



Planning Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: March 2, 2021

FROM: Cathreen Richards

SUBJECT: Vacant Lands Inventory Workshop

RECOMMENDED ACTION:

Request Board: A) conduct workshop on the Vacant Lands Inventory and Zoning/General Plan Evaluations for Possible Changes to Promote Housing Opportunities; and B) provide comments and direction to staff regarding the project description, parcel selection, and alternatives for the Environmental Impact Report.

SUMMARY/JUSTIFICATION:

Staff applied for and received a SB2 grant and with the help of HELIX Environmental Consultants has been working on a vacant lands inventory and zoning and General Plan review of properties located in the County. This information will be used identify land that might be appropriate for zone and General Plan designation changes to promote affordable housing opportunities primarily by increasing the allowable residential density. The Senate Bill 2 grant funding is directed at planning assistance that helps to achieve affordable housing. The reasons for the project are found in the County's current lack of family-wage housing opportunities. There are many factors that contribute to this including:

- A lack of available private property for development.
- Difficulties in the provision of infrastructure and services.
- Little interest from builders to provide "family-wage" and/or "affordable" housing choices.
- State subdivision regulations that prohibit subdivision of areas outside Community Service District Boundaries (Fire).
- Outdated zoning.

The project's strategy is to:

- Conduct a vacant lands inventory and General Plan/zoning designations review of private properties located throughout the County (GIS exercise).
- Identify land that may be appropriate for designation changes to promote housing opportunities, primarily by increasing allowable residential density.
- May include increasing the amount of multi-family zoning available in the County and/or additional zoning areas with principal permitting for mobile home parks.
- Review of the County's current zoning with a focus on commercial zones for opportunities for infill (residential) development as well as Accessory Dwelling Units (ADU).
- Areas near public transportation and other services will be considered prime, but properties located in remote communities without these services may also be identified for potential zone changes.
- Public outreach meetings and communication with property owners.

The CEQA evaluation (EIR) is being conducted on properties proposed for General Plan and zoning designation changes and on changes to the current zoning ordinance for infill opportunities.

The project began in fall 2020 with a CEQA Notice of Preparation being submitted to the State Clearinghouse on November 4, 2020. This was followed by a scoping meeting held on November 18, 2020. The scoping meeting was held to:

- Provide information on the Environmental Impact Report (EIR) process.
- Identify the environmental issues the EIR will address.
- Solicit community input on the environmental issues that may be involved with the proposed project.
- Collect comments on the environmental analysis of the proposed project, especially for:
 - o The range of alternatives to be considered to avoid or reduce impacts;
 - o Potential environmental impacts of greatest concern to public agencies, organizations and individuals; and,
 - o Avoidance, minimization and mitigation measures.

The scoping meeting was not heavily attended, however, staff was still able to get very good comments. These included:

- There is an environmental constraints document that was produced by the City of Bishop around 2012 that might have relevant information to this proposed project.
- Better define which LADWP parcels to include, perhaps defining a sphere of influence for each neighborhood or town within which to include parcels.
- Support for mixed use commercial and residential zoning.
- Include LADWP lands, particularly lots on Main Street in Lone Pine, even if they are not on divestment lists because it may be possible to request divestment.
- Consider bringing in a large septic tank to support additional housing in areas such as Charleston View or Cartago even if these areas would otherwise fall outside the boundaries of the parcels under review because they are not within a sewer or water district.
- Include vacant or lightly developed County-owned lands for consideration.
- Several suggestions for increasing residential density, including easing restrictions for renting rooms in existing housing and changing existing zoning to allow for duplexes and additional accessory dwelling units (ADU) in certain zones.

County and consultant staff used the ideas collected at the scoping meeting to complete the vacant lands analysis and zone/General Plan designations review. This information is being used to generate a project description and baseline for the Environmental Impact Report and final draft parcel list for proposed designation changes. The Geographic Information Systems (GIS) analysis was conducted with a set of parameters to find the best parcel candidates for designation changes that met the project's objectives and be inclusive of the scoping comments. The GIS process employed classified parcel data with overlays to determine the best fit for County purposes, starting with countywide parcel dataset, the following parameters were used to identify parcels:

1. Classified as vacant according to County assessor data.
2. Located within a local fire protection district.
3. Located within or adjacent to a water and/or sewer sanitary service district.
4. Designated as private property or County or LADWP ownership.
5. Identified parcels with Residential designations that were greater than 0.5 acres, and/or parcels in the Central Business District (CBD) designation.
6. Compiled a list of parcels that were identified and added parcels identified as priorities in the current Housing Element update.
7. For each parcel included in the recommendation, evaluations of the current minimum and maximum housing density and minimum and maximum number of dwelling units supported by the target parcels was generated.

The preliminary results found 41-parcels, 27 of these are located in the CBD designation and 14 are in others. The parcel list was then further refined by information in the City of Bishop Constraints report (maps attached).

The project objectives drafted per Section 15124 of the CEQA Guidelines are:

- Provide for increased housing opportunities in Inyo County primarily through increasing allowable residential

density within existing and established communities, especially within the Central Business District land use designation.

- Allow for increased housing opportunities (primarily multi-family) in certain commercial zones ministerially (no additional discretionary action needed).
- Focus future housing opportunities to vacant land located adjacent to existing public transit stops and public utilities/services.
- Minimize direct and indirect impact from increased housing opportunities on the physical, biological, cultural, political, and socioeconomic environments.
- Identify zone changes to be consistent with General Plan land use designations to maximize density.

Project alternatives drafted per Section 15126.6 of CEQA Guidelines.

1. Proposed Project: Increased housing opportunities resulting in a net increase of approximately 219-475 Dwelling Units
2. No Project Alternative: No change to General Plan land use designations or zoning ordinance.
3. Reduced Housing Opportunity Alternative: Allowing only 146-356 dwelling units.

The next steps will be to prepare the EIR and identify exactly which parcels will move forward with General Plan and zoning designation proposed changes. These will go to the Planning Commission and Board of Supervisors for approval.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

ATTACHMENTS:

1. Maps of Parcels Identified

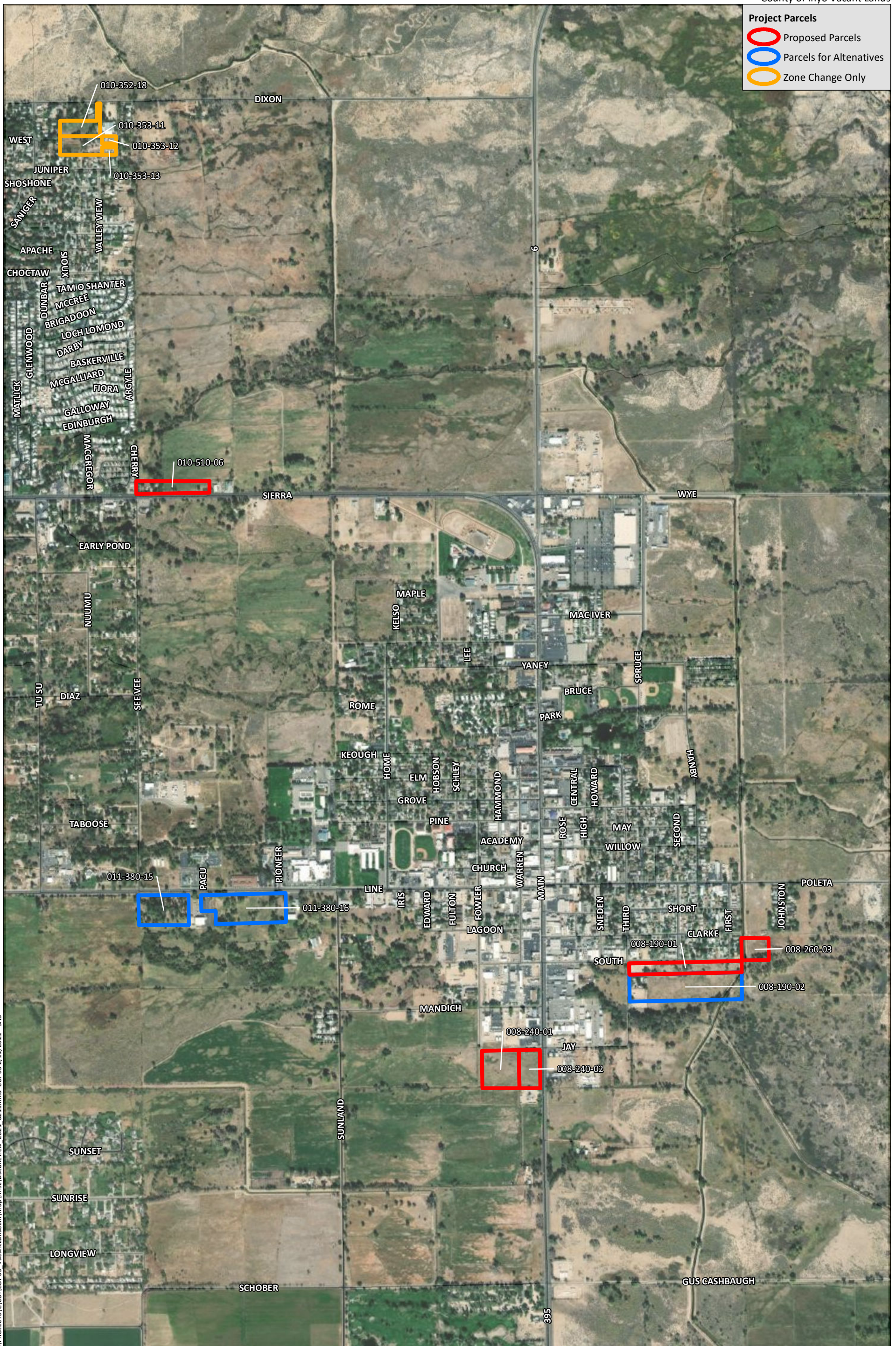
APPROVALS:

Cathreen Richards
Darcy Ellis
Cathreen Richards

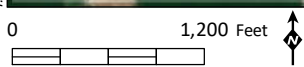
Created/Initiated - 2/23/2021
Approved - 2/23/2021
Final Approval - 2/24/2021

Project Parcels

- Proposed Parcels
- Parcels for Alternatives
- Zone Change Only



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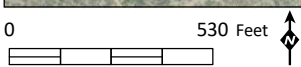


Source: Aerial (ESRI)

CBD (Central Business District)
 Vacant CBD (Central Business District)



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Source: Aerial (ESRI)

CBD (Central Business District)

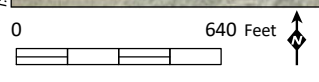
Vacant CBD (Central Business District)

Project Parcels

Proposed Parcels



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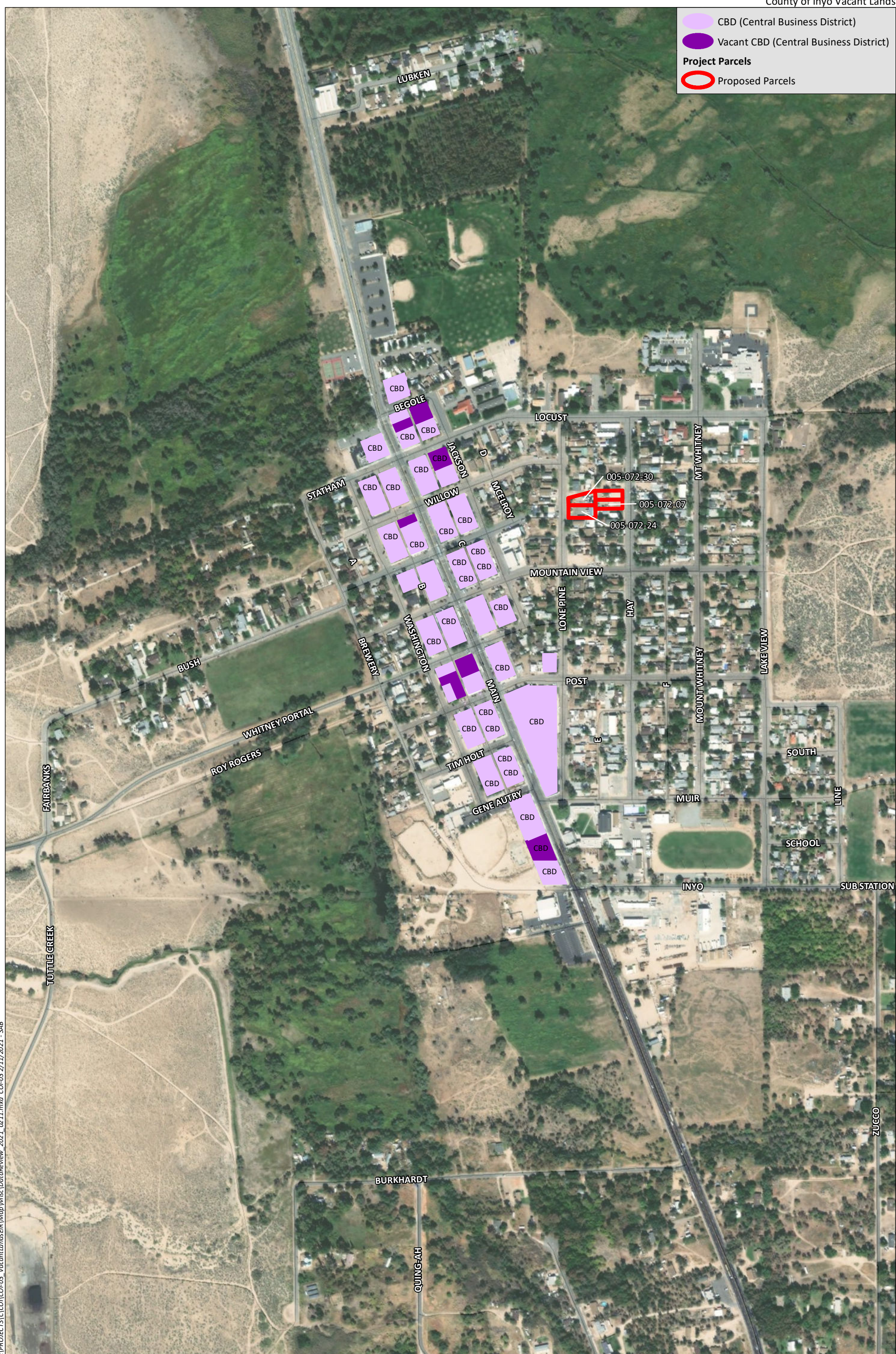
Source: Aerial (ESRI)

CBD (Central Business District)

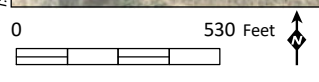
Vacant CBD (Central Business District)

Project Parcels

Proposed Parcels



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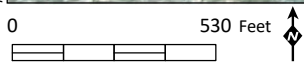


Source: Aerial (ESRI)

CBD (Central Business District)

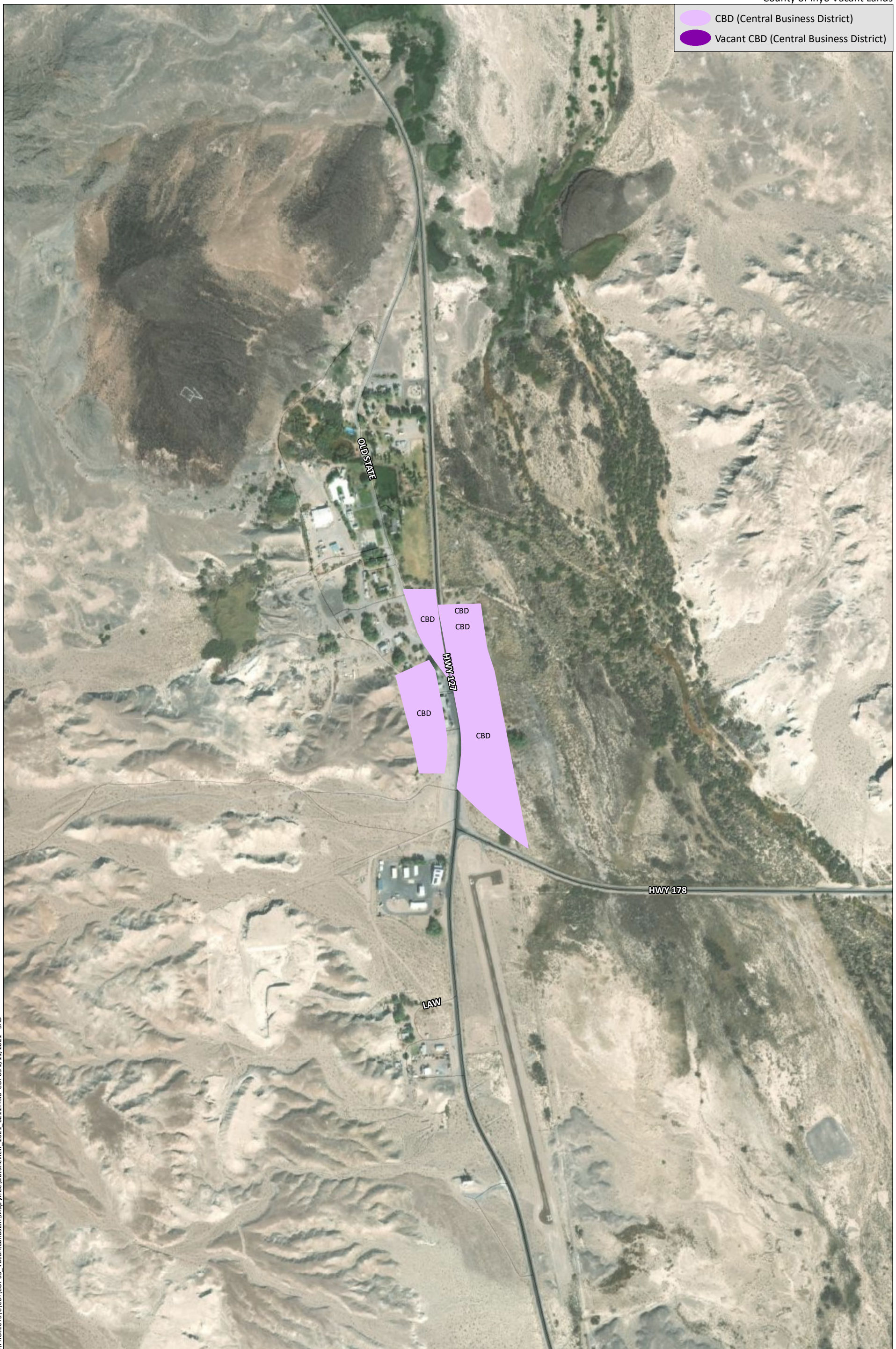


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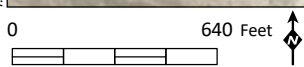


Source: Aerial (ESRI)

CBD (Central Business District)
 Vacant CBD (Central Business District)



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Source: Aerial (ESRI)



County of Inyo



Water Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 2, 2021

FROM: Aaron Steinwand

SUBJECT: Award of contract with Rocky Mountain Tree-Ring Research, Inc.

RECOMMENDED ACTION:

Request Board award and ratify approval of contract between the County of Inyo and Rocky Mountain Tree-Ring Research, Inc., for the provision of Tree Ring Chronology Services in an amount not to exceed \$15,000, for the period of February 9, 2021 to June 30, 2022; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

One of the primary goals of the Water Agreement is to manage water resources while maintaining vegetation community types found within the Owens Valley in approximately the same condition as existed during 1984-1987. Riparian forest is rare within the Owens Valley and valuable for recreation and wildlife habitat. Establishing riparian forest through tree recruitment is a goal of the Lower Owens River Project (LORP), but the acreage of trees has declined on the lower Owens river further underscoring our need to better understand and characterize riparian communities in the Owens Valley.

As part of developing a new monitoring program for riparian vegetation, the Water Department is also conducting a study to characterize the age of riparian trees on the Owens River to understand the population structure and history of conditions that promoted tree establishment. The Inyo County Water Department seeks assistance to process and age tree cores collected by staff as part of developing a tree-ring chronology. An RFP was released in December 2020 for the Owens River Riparian Tree-Ring Chronology project and one proposal was received from Rocky Mountain Tree-Ring Research, Inc., a nonprofit corporation established in 1997 in Colorado by Dr. Peter M. Brown. Dr. Brown holds a PhD in Forest Ecology from Colorado State University. The proposal was reviewed by Meredith Jabis, PhD Water Department Sr. Scientist, and by Michael Scott, PhD emeritus USGS Research Ecologist, with expertise in riparian ecosystems. The proposal and scope of work satisfy the assistance requested in the RFP.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the action outlined in the Departmental Recommendation. This alternative would limit the capability of the Water Department to evaluate the current state of the riparian forests in the Owens Valley and determine whether a change inconsistent with the Water Agreement is occurring or could occur.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The funding for this contract has been included in the FY 2020-21 Water Department budget (024102) Professional Services (5265).

ATTACHMENTS:

1. Contract-signature
2. Proposal

APPROVALS:

Laura Piper	Created/Initiated - 2/10/2021
Aaron Steinwand	Approved - 2/11/2021
Darcy Ellis	Approved - 2/12/2021
Sue Dishion	Approved - 2/12/2021
Marshall Rudolph	Approved - 2/13/2021
Amy Shepherd	Approved - 2/15/2021
Aaron Steinwand	Final Approval - 2/24/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND ROCKY MOUNTAIN TREE-RING RESEARCH, INC.
FOR THE PROVISION OF PROFESSIONAL TREE RING CHRONOLOGY SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Professional Tree Ring Chronology _____ services of Rocky Mt Tree-Ring Research, Inc. of _____ hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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 9, 2021 to June 30, 2022 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of Fifteen Thousand and _____ Dollars and 00/100_____ cents (\$ 15,000 _____) for performance of all of the services and completion of all of the work described in Attachment A.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed Fifteen thousand_____ Dollars and 00/100_____ cents (\$ 15,000 _____) (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, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of

this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

12. NONDISCRIMINATION.

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

13. ASSIGNMENT.

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

14. DEFAULT.

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

15. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty one (21) below.

16. CONFIDENTIALITY.

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant

thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

17. CONFLICTS.

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

18. POST AGREEMENT COVENANT.

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

19. SEVERABILITY.

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

20. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

21. AMENDMENT.

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

22. NOTICE.

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

County of Inyo
Inyo County Water Department Department
P. O. Box 337 Address
Independence, CA 93526 City and State

Contractor:

Rocky Mt Tree-Ring Research In Name
2901 Moore Lane Address
Fort Collins, CO 80526 City and State

23. ENTIRE AGREEMENT.

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

#

**AGREEMENT BETWEEN COUNTY OF INYO
AND ROCKY MOUNTAIN TREE-RING RESEARCH, INC.
FOR THE PROVISION OF PROFESSIONAL TREE RING CHRONOLOGY SERVICES**

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

COUNTY OF INYO

By: _____

Type or Print Name

Dated: _____

CONTRACTOR

By:  _____

Peter M. Brown
Type or Print Name

Dated: 2/10/21

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 ROCKY MOUNTAIN TREE-RING RESEARCH, INC.
FOR THE PROVISION OF PROFESSIONAL TREE RING CHRONOLOGY SERVICES**

TERM:

FROM: FEBRUARY 9, 2021 **TO:** JUNE 30, 2022

SCOPE OF WORK:

See attached.

Scope of Work

Recipient: Inyo County Water Department (ICWD)

Project: Tree Ring Dating & Partial Chronology

Contracting Organization: Rocky Mountain Tree-Ring Research, Inc. (RMTRR)

Goal statement: Increment cores collected by the Inyo County Water Department will be prepared and dendro-chronologically crossdated as part of monitoring and studies of riparian tree communities on the Owens River, CA.

Task	Timeline	Agency
Initial set of ~120 cores sent to RMTRR	Pending contract signature and Inyo County Board approval. <i>Goal: week of February 22</i>	ICWD *RMTRR
Sample preparation, core quality assessment, crossdating, RWI and BAI chronology development for the initial sample set (~100-120 samples), and progress report	May 31, 2021	RMTRR
Second set of cores sent to RMTRR (400-900)	Fall 2021 (September or early October)	ICWD
Sample preparation and crossdating (for second core set of 400-900 samples)	March 1, 2022	RMTRR
Final report to include a summary of the methods and results from crossdating along with a spreadsheet with all tree ring data (in columns for each tree on rows)	March 1, 2022	RMTRR

* Signature only

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ROCKY MOUNTAIN TREE-RING RESEARCH, INC.
FOR THE PROVISION OF PROFESSIONAL TREE RING CHRONOLOGY SERVICES**

TERM:

FROM: FEBRUARY 9, 2021 TO: JUNE 30, 2022

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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.

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 for bodily injury and property damage, including products-completed operations, personal injury and 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 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 Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** 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.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for 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 the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, 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 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 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, 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 the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity 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 the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

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

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

**A proposal to
Inyo County Water Department
For
Owens River Riparian Tree-Ring Chronology**

**Proposal by
Rocky Mountain Tree-Ring Research, Inc.
2901 Moore Lane
Fort Collins CO 80526
Phone: (970) 229-9557
Email: pmb@rmtrr.org**

Executive Summary

We propose to process and dendrochronologically crossdate increment cores collected by the Inyo County Water Department as part of their monitoring efforts of riparian tree communities located along the Owens River in eastern California. Cores will be sent to Rocky Mountain Tree-Ring Research where we will glue cores onto wooden core mounts for stability, prepare the surfaces such that we can see cell structure in ring series, and use tree-ring crossdating methods to assign calendrical dates to annual rings on each core. Data to be recorded will include date of innermost ring visible on each core, an estimated pith date if pith is not present, and dates of any notable ring features such as growth releases, suppressions, and injuries. Data will be compiled into a spreadsheet of establishment dates that will be submitted along with a final report. We propose to process all cores sent for a total of \$15,000, under our usual cost-per-core of \$25. We furthermore propose to measure ring widths on the initial batch of ~120 cores collected in summer 2020 and compile these into ring width index and basal area increment chronologies. These chronologies will be used to tentatively examine growth dynamics between trees and stands in relation to annual climate variations and hydrological regimes. However, the budget provided will not allow us to measure ring series on the larger batch of cores to be collected during the second field season in summer 2021, although we will visually crossdate all those cores within the budget constraints and provide all establishment and other dating data as noted above. All data will be completed by winter 2021/22.

Introduction

We propose to assist Inyo County Water Department in developing chronologies of tree recruitment in riparian communities along the Owens River in eastern California in accordance with monitoring efforts included in its Long Term Water Agreement with the City of Los Angeles. This assistance will involve dendrochronological processing, crossdating, compilation of establishment dates, and preparation of preliminary ring width index (RWI) and basal area increment (BAI) chronologies from increment cores collected by Department staff at sites identified along the River. We will also assist staff in analysis of the tree-ring data with other environmental, site, and climatic data to be collected at each site, and help with directions for further processing of data including development of RWI and BAI chronologies from all sites that could provide further insights into growth and productivity dynamics related to annual to seasonal hydrological regimes and/or natural climate variability over a period equal to however long the tree-ring chronologies extend.

Methods

Increment cores collected by County staff will be mailed to Rocky Mountain Tree-Ring Research (RMTRR) in Fort Collins, Colorado. Cores will first be glued onto wooden core mounts to provide stability. Cores then will be surfaced using a combination of belt sanders and hand sanding to 400-1200 grit sandpaper to be able to see cell structure in the wood. Ring series on each core will then be dendrochronologically crossdated to provide annual dates for each ring. Crossdating will involve visual cross-matching of in-common ring patterns between trees at each site (Stokes and Smiley 1968). Data to be recorded for all cores will include the annual date for the innermost ring visible on the core, an estimated pith date based on the overlaid concentric circles method of Applequist (1958) if pith is not present, and dates of any ring anomalies seen on the core, such as growth releases or suppressions, injuries, or scars (e.g., from floods or fires). A final report will be submitted to Inyo County staff that will include a summary of the methods and results from crossdating along with a spreadsheet that will include all tree-ring data in columns for each tree on rows.

Based on the RFP, we will expect to process two batches of increment cores as part of this project, with the initial batch of ~120 cores expected in early 2021 and the later batch of 500-700 cores in early fall, 2021. All cores will be visually crossdated and data compiled within the budget provided. However, in addition to crossdating we also will measure ring widths on the first batch of ~120 cores to develop RWI and BAI chronologies that can be used to examine tree and stand growth dynamics in relation to site environmental characteristics, spatiotemporal variations in hydrological regimes across River reaches, and annual climate variations. BAI has been used in numerous studies to examine growth variations between trees and stands since it retains a measure of absolute growth in cm^2 , rather than the relative growth patterns from normalized RWI series (e.g., Biondi and Kaedan 2008, Babst et al. 2014, Nehrbass-Ahles et al. 2014). To develop these chronologies, rings widths will first be measured to 0.001mm precision using the CooRecorder image analysis software package (Cybis software; <http://www.cybis.se/forfun/dendro/index.htm>). Ring width measurements will be checked for accuracy using the program COFECHA (Holmes 1983). RWI chronologies will be developed for each site or cluster of trees based on direction from Inyo County staff using the program ARSTAN (Cook and Holmes 1986). BAI chronologies of the same groupings of trees will be developed using Excel spreadsheet routines. These chronologies will then be compared spatially to environmental site conditions and temporally to hydrological variables and annual climate conditions.

Note that the budget does not allow for measuring of all cores to be collected; it is expected that the development of digital chronologies from the initial batch of cores will provide direction and justification for measuring the rest of the cores collected in summer 2021 with additional funds.

Work schedule and budget

It is anticipated that the initial collection of 120 cores collected during summer 2020 will be sent to RMTRR in winter, 2021. This data set will be used to gauge sampling quality and to inform a larger collection effort in summer, 2021. A progress report detailing the results of crossdating, core quality, and RWI and BAI chronology development of the initial batch will be submitted to Inyo County staff by May 31, 2021. The second set of cores, estimated to be from an additional ~400 to 900 trees per the RFP, is anticipated to be sent to RMTRR in early fall, 2021. Dating on these cores will be completed by winter or spring, 2022, with a final report of all data to be submitted to Inyo County by March 1, 2022.

RMTRR's usual cost for core mounting, preparation, and crossdating is \$25 per core. Since it is unknown what the final number of cores will be, we propose here to process and compile the entire estimated number of 600 to 800 cores for the \$15,000 available for the project budget. This will also include measuring and preparation of RWI and BAI chronologies for the initial 120 cores in spring 2021.

Rocky Mountain Tree-Ring Research capabilities, personnel, and references

RMTRR is a Colorado nonprofit corporation established in 1997 by Dr. Peter M. Brown. Brown is the Director and President of RMTRR, and will provide all crossdating and professional expertise needed for this project. Brown holds a PhD in Forest Ecology from Colorado State University and has over 35 years of experience in dendrochronological research. He has published over 80 peer-reviewed papers, and a list of his publications is here: <http://rmtrr.org/short-cv.htm>. RMTRR has extensive equipment and capabilities for all aspects of tree-ring research, including microscopes, micrometer measuring machines, scanners for image analysis, and computers, and is covered by business and professional insurance as outlined in the RFP. RMTRR is fully capable of entering into a County of Inyo Standard Contract #113 as attached to the RFP.

References cited

- Applequist, M.B., 1958. A simple pith locator for use with off-center increment cores. *Journal of Forestry* 56:141.
- Babst, F., Bouriaud, O., Alexander, R., Trouet, V., Frank, D. 2014. Toward consistent measurements of carbon accumulation: a multi-site assessment of biomass and basal area increment across Europe. *Dendrochronologia* 32, 153e161.
- Biondi, F., Qeadan, F. 2008. A theory-driven approach to tree-ring standardization: defining the biological trend from expected basal area increment. *Tree-Ring Research* 64, 81–96.
- Cook, E.R., and R.L. Holmes. 1986. *Users Manual for Program ARSTAN*. Laboratory of Tree-Ring Research." Tucson, USA: University of Arizona.
- Holmes, R.L. 1983 Computer-assisted quality control in tree-ring dating and measurement. *Tree -Ring Bulletin* 43: 69 -78.
- Nehrbass-Ahles, C., F. Babst, S. Klesse, M. Nötzli, O. Bouriaud, R. Neukom, M. Dobbertin, D. Frank. 2014. The influence of sampling design on tree-ring-based quantification of forest growth. *Glob. Chang. Biol.* 20, 2867–2885.
- Stokes, M.A., Smiley, T.L., 1968. *An Introduction to Tree-ring Dating*. University of Chicago, Chicago. University of Arizona Press, Tucson. Reprinted 1996.



County of Inyo



County Administrator - Information Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 2, 2021

FROM: Scott Armstrong

SUBJECT:

RECOMMENDED ACTION:

Request Board: A) declare Northland Systems, Inc. of Maple Grove, Minnesota, a sole-source provider of Server and Computer System Extended Support Services; B) ratify and approve the service agreement renewal between the County of Inyo and Northland Systems, Inc., of Maple Grove, Minnesota for the provision of Server and Computer System Extended Support Services in an amount not to exceed \$12,000 for the period of February 26, 2021 through February 25, 2022; and C) authorize the Information Services Director or Information Services Deputy Director to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County of Inyo has had an annually renewing agreement with Northland Systems since 2012 to provide post-warranty support services for production servers and computer systems. The service agreement applies to an annually updated list of servers. This list of servers changes each year as we add production servers that are no longer under the manufacturer's warranty, and as we remove servers that we have decommissioned.

The cost to support our servers in the first year of the original agreement was \$4,912. The annual support costs with this service agreement have normally been between \$5,000 and \$8,000, depending on the number and type of servers and systems covered by the support agreement. The cost to support the servers covered by this year's agreement renewal is \$11,753.62. As we decommission servers for at least 3 enterprise systems in the next 12 months, the cost for support in the coming 2 fiscal years will likely decrease.

Sole Source Justification:

Regarding Section I of the County of Inyo Purchasing Manual:

This is a renewal of the original agreement of less than \$10,000 that was approved by The County Administrator

Because of our remote location and the vendor's demonstrated performance over the years in supporting our aging servers with difficult-to-acquire replacement parts, the following subsections apply:

a) Capability of proposed contractor that is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the same general field.

b) Prior experience of a highly specialized nature that contractor has that is vital to the proposed effort.

This company has provided both remote and in-person support for servers in the County's Datacenter for several years, and has been very responsive in supporting some of our very old hardware with difficult-to-procure parts.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the support agreement, in which case we would not have guaranteed, prompt support in the event of hardware failures in one or more of our several enterprise systems. In response to any hardware failures without an established support agreement, we would need to find and arrange for support from a company unfamiliar with our systems, and hope that they can provide support or replacement parts quickly. This approach adds risk to our continuity of operations, and it could adversely affect several departments' abilities to provide timely services to taxpayers, residents, visitors and employees.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for server support services is in the Information Services Computer Upgrade Account, Maintenance of Computer Systems Object Code .

ATTACHMENTS:

1. Northland Systems Service and Support 2012
2. NorthSmartIT Quote - Inyo Renewal 2021
3. Northland COI - ACORD Form 20210205-121109-1

APPROVALS:

Scott Armstrong	Created/Initiated - 2/22/2021
Darcy Ellis	Approved - 2/23/2021
Jayne Westervelt	Approved - 2/23/2021
Scott Armstrong	Approved - 2/23/2021
Marshall Rudolph	Approved - 2/24/2021
Amy Shepherd	Final Approval - 2/24/2021



NORTHLAND SYSTEMS, INC. SERVICE AGREEMENT

Service Agreement No. N/A

This Service and Support Agreement (the "Agreement") is made and entered into this 7th day of February, 2012 (the "Effective Date"), by and between Northland Systems, Inc. ("NORTHLAND"), with its principal offices at 17200 Medina Road, Suite 800, Plymouth, MN 55447, and County of Inyo, with its principal offices at 168 N Edwards St. Independence, CA 93526

Northland Systems (NORTHLAND) desires to provide to Customer, and Customer desires to obtain, Service for the Equipment, as defined below, on the terms and conditions as set forth in this Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

"**Business Day**" means a normal working day, excluding weekends and national holidays, between the hours of 8 a.m. and 5 p.m. Local Time.

"**Depot Service**" means Service performed by an authorized agent of NORTHLAND in exchange for Customer's payment of the appropriate fee.

"**Equipment**" means only the computer hardware identified by manufacturer, model, serial number and location in Exhibit "A", attached hereto and made a part hereof.

"**Repairable**" describes Equipment that NORTHLAND using, in its sole discretion, commercially reasonable means, can repair.

"**Maintenance**" means remedial maintenance work performed by an authorized agent of NORTHLAND to Equipment in material compliance with manufacturers' specifications, excluding cosmetic or other non-functional maintenance.

"**On-Site Service**" means Service performed by an authorized agent of NORTHLAND, at the Equipment location specified in Exhibit A in exchange for Customer's payment of the appropriate fee.

"**Periodic Fee**" means the fee payable by Customer to NORTHLAND for Service in installments identified in Exhibit A as annually, semiannually, quarterly or monthly.

"**Repairs**" means repair work performed by an authorized agent of NORTHLAND in response to Customer's specific report of an Equipment malfunction that repeatedly occurs and is capable of replication by NORTHLAND's authorized agent.

"**Service**" or similar terms means Maintenance and Repairs.

1. SCOPE OF WORK.

NORTHLAND's designated authorized agent shall provide Services for the Equipment identified on Exhibit A. Exhibit A may be modified from time to time in accordance with this Agreement, in order to add or remove Equipment that will be covered by this Agreement. Service fees shall be increased or decreased, in order to reflect modifications to Exhibit A.

1.1. Service.

Customer may elect to obtain the following types of Service for Equipment, which shall be specified in Exhibit A prior to the performance of any Services, and subject to Customer's payment to NORTHLAND of the applicable Periodic fees. NORTHLAND may discontinue providing Service on any Equipment for which, in NORTHLAND's sole discretion, it believes that it cannot obtain an adequate supply of spare parts on commercially reasonable terms. In such event, deleting the Equipment shall modify Exhibit A, and the applicable Periodic fees shall be reduced to reflect such deletion.

1.1.2. On-Site Service.

An authorized agent of NORTHLAND shall provide On-Site Service for Equipment at the location designated in Exhibit A. In advance of NORTHLAND's provision of On-Site Service, Customer shall log into the NORTHLAND website at www.northlandsystems.com and place a request for Service. Customer's request shall include a description of the Equipment, its location, a detailed description of the malfunction or Maintenance to be performed, and such other information as requested by the NORTHLAND Call Center representative. Within the timeframe designated below, NORTHLAND's authorized agent shall dispatch a technician to the location. The technician shall Service the Equipment, provided that the Customer's description of the malfunction or Maintenance to be performed is accurate, and provided that the Equipment is repairable. If the technician cannot Service the Equipment immediately while on-site, the Equipment shall be serviced as soon as commercially practicable. Customer may elect to obtain the following types of On-Site Service for Equipment, which shall be specified in Exhibit A prior to the performance of any Services by NORTHLAND's authorized agents, and subject to Customer's payment to NORTHLAND of the applicable Service fees.

1.1.2.1. Next Business Day

NORTHLAND's authorized agent shall dispatch a technician to the Equipment location on the next Business Day after Customer's call to NORTHLAND, provided the call request is received by the NORTHLAND call center by 4:30 pm local time.

2. CERTIFICATION OF EQUIPMENT.

As a condition precedent to NORTHLAND's obligations hereunder, Customer shall certify to NORTHLAND that the Equipment is new and has not been in use prior to the Effective Date, or that the Equipment has been continuously maintained by Customer or the supplier thereof prior to the Effective Date in substantial compliance with the manufacturer's specifications. If Customer cannot make such a certification, Customer shall permit NORTHLAND's authorized agent to inspect the Equipment, in order to determine whether it is in good working order. Based on such inspection, NORTHLAND may require Customer, prior to the Effective Date, to perform such maintenance on the Equipment as NORTHLAND may deem necessary, or NORTHLAND may exclude such Equipment from this Agreement. If Customer elects to have NORTHLAND restore the Equipment to good working order, Customer shall pay such restoration service separately on a time and materials basis, in addition to any Service fees.

3. PAYMENT.

Customer agrees that it shall pay the Periodic Fee identified for each piece of Equipment listed on Exhibit "A". Unless otherwise indicated in Exhibit "A", payment shall be due annually. Payments shall be paid in full upon the execution of this Agreement and within thirty days of invoice for any renewal term.

4. TERM.

This Agreement shall commence on the Effective Date and shall continue for one (1) year(s), unless earlier terminated in accordance herewith (the "Initial Term"). After the Initial Term the Agreement shall continue for successive one (1) year terms, unless terminated by either party in writing. Prior to the commencement of any renewal term, NORTHLAND may invoice the Customer in advance for the first Periodic Fee for Services. If

Customer does not pay the periodic payment in advance, then this Agreement shall terminate immediately prior to the renewal term. The term for any Equipment added during the Initial Term or any renewal term shall commence upon the agreed modification of Exhibit "A", and shall expire simultaneously with the expiration of the term of this Agreement. Customer shall have the right to remove any Equipment for which Service is to be provided hereunder for a period of thirty (30) days prior to the commencement of any renewal term.

5. PARTS.

Parts shall be replaced on an exchange basis only. NORTHLAND reserves the right to use remanufactured or refurbished parts. Such parts will be substantially equivalent to new, when installed in the Equipment. All exchanged parts will become the property of NORTHLAND's authorized agent.

6. SERVICE EXCLUSIONS.

The following services are not included in the Periodic Fee, and performance of such services (the "Additional Services") by NORTHLAND, shall be performed in NORTHLAND's sole discretion, if at all, and billed separately, on a time and materials basis:

- 6.1. Site preparation and maintenance of a proper environment;
- 6.2. Set up and installation of Equipment;
- 6.3. Moving Equipment;
- 6.4. Painting or cosmetically refurbishing Equipment;
- 6.5. Upgrading, adding, changing or removing features or options, or making other functional changes to Equipment;
- 6.6. Providing consumable supplies (such as paper, ribbons and printheads), even if consumed while providing Service.
- 6.7. Providing systems engineering services, programming services and operational procedures of any sort; and
- 6.8. Maintenance, repair or replacement of parts or Equipment when such Additional Services are required due, in NORTHLAND's sole determination, to abuse, misuse, accident, neglect, usage in an improper environment, not in accordance with manufacturer's specifications, in excess of an item's duty cycle or other loss or damage to Equipment due to a cause or causes external to the Equipment.
- 6.9. Units that need repair due to the previously listed items in 6.8 other than repairs covered under the No Fault Option will not be repaired under this maintenance agreement. An estimate of these abuse repair costs will be faxed to the customer for approval before repair. Abuse repairs will be billed at prevailing Time and Material rates in place at the time of receipt of equipment.

7. WARRANTIES AND DISCLAIMERS.

7.1. Warranty.

NORTHLAND hereby assigns to Customer, to the extent NORTHLAND is able to do so, the benefits of any warranties or guarantees provided to NORTHLAND by the manufacturer(s) of the Equipment.

NORTHLAND's obligations and liability under this warranty is conditioned upon the receipt of prompt notice of defects as to parts and/or workmanship from Customer, and is limited to Repairing or, at NORTHLAND's sole option, replacing the Equipment. This warranty shall be void if the Equipment is damaged or rendered unusable by the willful act, negligence and/or tampering of persons other than NORTHLAND's authorized agents.

7.2. Liability Limitation.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SERVICES PROVIDED HEREUNDER, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NORTHLAND'S LIABILITY FOR DAMAGES HEREUNDER FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO REPAIR OR

REPLACEMENT OF THE DEFECTIVE PARTS. IN NO EVENT SHALL NORTHLAND BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF NORTHLAND IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT.

8. DEFAULT AND TERMINATION.

8.1. Notice and Cure Period.

If Customer or NORTHLAND is in material default of its obligations under this Agreement, the non-breaching party shall deliver to the breaching party written notice specifying that a breach has occurred, and providing in detail the particulars of the alleged breach. The party in breach shall have thirty (30) days to cure the alleged breach (other than any breach relating to the payment of fees or taxes) or the parties may agree to such other period in writing. If such breach is not cured within such period, then the non-breaching party shall be entitled to exercise all of its rights and remedies at law and in equity, including the right to terminate this Agreement, if such non-performance constitutes a material breach of this Agreement. In the event the termination is due to material breach of this Agreement by NORTHLAND, the Customer shall receive a pro-rated return of certain paid fees as of the termination date.

8.2. Termination by NORTHLAND

NORTHLAND may terminate this Agreement if: Customer fails to pay NORTHLAND any fees or taxes required to be paid hereunder within the terms stated in section 3; or Customer becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law. If NORTHLAND terminates this Agreement, NORTHLAND may, at its sole discretion: declare all fees and taxes owed to NORTHLAND to be immediately due and payable; enter Customer's locations and repossess all Equipment, supplies, consumables, spares and all other items owned by NORTHLAND's authorized agents; and/or cease performance of all Services hereunder, without liability to NORTHLAND. The foregoing rights and remedies of NORTHLAND shall be cumulative and in addition to all other rights and remedies available to NORTHLAND in law and in equity.

9. "FORCE MAJEURE"

NORTHLAND shall not be responsible or liable for any failure to perform hereunder if such failure is caused by acts of God, acts of government, strikes or labor disputes, failures of transportation, fire or flood or other causality, failures of subcontractors or suppliers, or any other cause or causes (whether or not similar in nature to any of those herein specified) which are beyond NORTHLAND's reasonable control.

10. AMENDMENT.

This Agreement may be modified, amended, superseded or cancelled only by a written instrument signed by each of the parties hereto and not by performance, and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by a written instrument executed by the party to be bound by any such waiver.

11. SEVERABILITY.

Nothing contained herein shall be construed to require the commission of any act contrary to law. If a court of competent jurisdiction holds that there is a conflict between any provisions hereof and any present or future statute, law, ordinance, regulation, or other pronouncement having the force of law, the latter shall prevail, but the provision of this Agreement affected hereby shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remaining provisions of this Agreement shall remain in full force and effect.

12. NOTICES.

All notices required hereunder shall be in writing and shall be deemed given: on the date delivered, if delivered personally or by an overnight express delivery service; or five (5) days after mailing, if delivered by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the addresses listed above, or at such other addresses as such party may designate by written notice in the manner aforesaid.

13. ATTORNEY'S FEES AND COSTS.

In the event of any dispute arising out of, or related to, the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and costs incurred in litigating, arbitrating or otherwise settling or resolving such dispute.

14. WAIVER.

The waiver by any of the parties, express or implied, of any right under this Agreement or with respect to any failure to perform, or breach of, this Agreement by the other party, shall not constitute or be deemed a waiver of any other right under this Agreement or waiver of any other failure to perform under or breach of this Agreement by the other party, whether of a similar or dissimilar nature.

15. GOVERNING LAW AND JURISDICTION.

This Agreement shall be governed by and construed in accordance with the law of the State of California. The parties agree that venue and jurisdiction for any litigation arising out of, related to, or regarding the validity of, this Agreement shall lie in the County of Cook, in the State of Illinois.

16. NONDISCLOSURE OBLIGATIONS

Each of the parties agrees that it will not disclose or permit disclosure of any confidential information of the other party to any third party. Each of the parties agrees that it shall treat all confidential information of the other party with the same degree of care as it accords to its own confidential information, and each of the parties represents that it exercises reasonable care to protect its own confidential information.

17. ENTIRE AGREEMENT.

This Agreement, together with the attached Exhibit A, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, statement or intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein. By reference or otherwise, this Agreement does not constitute an acceptance by NORTHLAND of any inconsistent terms contained in Customer's proposal, counter offer or purchase order. This Agreement expressly limits acceptance to the terms stated in this Agreement. Any additional or differing terms, whether or not materially different, set forth in any communication from the Customer are hereby expressly rejected and void.

IN WITNESS WHEREOF, the parties have each caused their duly authorized representatives to execute this Agreement as of the Effective Date.

Customer

[Signature]
Signature

KEVIN CARUNCHIO
Printed Name

County Administrator
Title

County of Inyo
Company Name

Northland Systems, Inc.

[Signature]
Signature

Robert Bernu
Printed Name

President
Title

EXHIBIT A

EQUIPMENT SUBJECT TO SERVICE AND SUPPORT

Qty	Mfg/Model	Serial Number	Service Level	Periodic Fee
1	Dell PowerEdge 2900	1Q87GC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2900	3Q87GC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2900	3G8FGC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2900	5G8FGC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2900	6G8FGC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2950	9KP6LC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2950	JNL6GC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2950	JJ8FGC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2950	4SQGGC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2950	5SQGGC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2950	6SQGGC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2950	7SQGGC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2950	DJ8FGC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2950	GJ8FGC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2950	HJ8FGC1	9x5xNBD Onsite	\$272.00
1	Dell PowerEdge 2950	6NG4HH1	9x5xNBD Onsite	\$167.00
1	Dell PowerEdge 2950	1HG7YG1	9x5xNBD Onsite	\$146.00
1	Dell PowerEdge 860	8W0X2D1	9x5xNBD Onsite	\$199.00
1	Dell PowerEdge 2850	HB9BQ81	9x5xNBD Onsite	\$320.00
				4912.00

Periodic Fee Period: **Annually**

Exhibit A Date: _____

Is this a modification of any prior Exhibit A?

If "yes", indicate reason for this modification, and whether this modification is intended to replace or supplement any prior Exhibit A or modification thereof:

On-Site Service Locations:

162 Grove Street

Bishop, CA 93514

168 North Edwards Street

Independence, CA 93526

IN WITNESS WHEREOF, the parties have each caused their duly authorized representatives to execute this Exhibit A.

Customer
[Signature]
Signature

Northland Systems, Inc.
[Signature]
Signature

KEVIN CARLUCCI
Printed Name

Robert Bernu
Printed Name

County Administrator
Title

President
Title

County of Inyo
Company Name



"A Division of Northland Systems"

Prepared For:	County of Inyo
Quote #	Various OEM Renewal
Prepared by:	Jonathan Coleburn
Quote Date	Monday, December 28, 2020
Quote Expiration Date:	Friday, February 26, 2021

Acceptance of this pricing schedule is assumed through issuance of a Purchase Order or otherwise. Please issue Purchase Orders to:
 Northland Systems, Inc.
 9560 85th Ave N
 Maple Grove, MN 55369
 800-409-3132

Headquarters:

9560 85th Ave N
 Maple Grove, MN 55369
 800-409-3132

Sales Rep: Jason Zomer

Regional Offices:

2200 W. 46th St.
 Sioux Falls, SD 57105
 605-332-5997

6 Sunbelt Business Park
 Suite 1
 Greer, SC 29650
 864-417-8182

Location	Equipment Class	OEM	Model Number	Part Number	Description	Serial Number	SLA	Date Begin	Date End	Contract Charge
Independence	Server	Dell	PowerEdge R510	PowerEdge R510	PowerEdge R510	D4XQVL1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R510	PowerEdge R510	PowerEdge R510	HX4RVL1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R320	PowerEdge R320	PowerEdge R320	JG8CRW1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R320	PowerEdge R320	PowerEdge R320	5ZKFY12	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R710	PowerEdge R710	PowerEdge R710	70LQQL1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge 2950	PowerEdge 2950	PowerEdge 2950	6NG4HH1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge 2950	PowerEdge 2950	PowerEdge 2950	J72TXB1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge 1950	PowerEdge 1950	PowerEdge 1950	7CXN4K1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R310	PowerEdge R310	PowerEdge R310	90XHCP1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R510	PowerEdge R510	PowerEdge R510	9GTXPQ1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	IBM	X3630 M4	X3630 M4	X3630 M4	7158AC1/KQ9F7ZK	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	HPE	Proliant DL360 G7	Proliant DL360 G7	Proliant DL360 G7	USE2257M07	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R610	PowerEdge R610	PowerEdge R610	7HD4NK1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R310	PowerEdge R310	PowerEdge R310	71P8HM1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R310	PowerEdge R310	PowerEdge R310	90XJCP1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R510	PowerEdge R510	PowerEdge R510	1829BN1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Storage	Dell	PowerVault	PowerVault	Power Vault	2XLQQL1	8x5xNBD	2/10/2021	2/9/2022	\$ 1,028.50
Independence	Server	Dell	PowerEdge R420	PowerEdge R420	PowerEdge R420	4FLB842	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R420	PowerEdge R420	PowerEdge R420	3979842	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	IBM	x3550 M4	x3550 M4	x3550 M4	7914AC1/KQ5L863	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge 2950	PowerEdge 2950	PowerEdge 2950	CSHBVH1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R510	PowerEdge R510	PowerEdge R510	4S6KFP1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R520	PowerEdge R520	PowerEdge R520	6NR78X1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R520	PowerEdge R520	PowerEdge R520	9KBWK02	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	R310	R310	PowerEdge R310	7C2MQW1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	R720	R720	PowerEdge R720	9HJ78X1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	R720	R720	PowerEdge R720	8HJ78X1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R530	PowerEdge R530	PowerEdge R530	48CJ482	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R430	PowerEdge R430	PowerEdge R430	HHKFGB2	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R430	PowerEdge R430	PowerEdge R430	J44DGB2	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R430	PowerEdge R430	PowerEdge R430	J43LGB2	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R530	PowerEdge R530	PowerEdge R530	48CK482	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R530	PowerEdge R530	PowerEdge R530	9XP4282	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R530	PowerEdge R530	PowerEdge R530	9XM2282	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R530	PowerEdge R530	PowerEdge R530	9XM5282	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R510	PowerEdge R510	PowerEdge R510	H729BN1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R320	PowerEdge R320	PowerEdge R320	F3ZB2Y1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge R530	PowerEdge R530	PowerEdge R530	7GFF482	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24
Independence	Server	Dell	PowerEdge 2900	PowerEdge 2900	PowerEdge 2900	3G8FGC1	8x5xNBD	2/10/2021	2/9/2022	\$ 282.24

Total \$ 11,753.62

Signature: _____
 Print: _____
 Title: _____
 Date: _____

TERMS AND CONDITIONS OF SALE OF SERVICES TO CUSTOMER BY NORTHLAND SYSTEMS, INC

Whereas, Northland Systems is a provider of IT hardware maintenance and support services, dedicated to providing its customers with the highest quality products and services, hereafter referred to as ("Services").

1. Terms and Conditions

- 1.1 The prices set forth in this Quote ("Pricing") for the equipment listed in this Quote (the "Covered Products") are valid for 90 days from the date the Quote is first issued and assumes a minimum term as detailed in the Quote Charges Summary .
- 1.2 Customer may add additional equipment to the list of Covered Products at any time with written notice to Northland Systems, Inc.. Pricing for additions are subject to mutual agreement.
- 1.3 Customer may remove equipment from the list of Covered Products on 60 days' written notice to Northland Systems, Inc. A prorated refund will be determined by Northland Systems Inc. and issued to the customer for the remaining term.
- 1.4 In the event Customer adds or deletes equipment from the list of Covered Products in accordance with these Terms and Conditions, Northland Systems, Inc. may issue to Customer a revised Quote, setting forth the revised list of Covered Products and Pricing. Such revised Quote will replace the initial Quote, and will contain Terms and Conditions which may differ from the Terms and Conditions set forth in the initial Quote.
- 1.5 Customer shall provide Northland Systems, Inc. with written notice of its intent to relocate any Covered Product thirty (30) days in advance of any such relocation. In the event Customer relocates a Covered Product, Northland Systems, Inc. may issue a revised Quote with new Pricing for the relocated Covered Product.
- 1.6 In the event that Customer reduces the list of Covered Products in accordance with these Terms and Conditions, this agreement shall remain in effect with respect to the Services still to be provided by Northland Systems, Inc..
- 1.7 Northland Systems, Inc. services do not include support of Covered Products which become defective due to any of the following events: negligence (including improper upgrade to Covered Product), abuse, improper use, strikes, riots, acts of internal or external sabotage, acts of war, natural disasters, fire or water damage, abnormal electrical shock or air conditioning or humidity control failure, loss of electric power or any type of uncontrolled or abnormal shutdown ("Events").
- 1.8 The Pricing set forth in this Quote is based upon the specific equipment models, minimum quantities, locations, these Terms and Conditions, and other detailed information set forth in this Quote. Any variations require pre approval from Northland Systems, Inc..
- 1.9a In the event of a material breach of this agreement (including this Quote and any applicable SOW) by either Northland Systems, Inc. or the Customer ("Parties"), the non-breaching party shall provide the breaching party with written notice of the breach, specifying the nature of the breach and steps required to cure the breach (if curable). In the event the breach is not cured within 60 days of delivery of such a notice, the non-breaching party may terminate this Agreement by providing the breaching Party with written notice of termination, which termination shall be effective not less than 30 days after delivery of such notice of termination.
- 1.9b Either Party may, at its option, immediately terminate this agreement by notice in writing if the other Party becomes insolvent or unable to pay its debts as they mature; makes an assignment for the benefit of its creditors; or seeks relief, or if proceedings are commenced against the other Party or on its behalf, under any bankruptcy, insolvency or debtors' relief law and such proceedings have not been vacated or set aside within sixty (60) days from the date of commencement thereof.

2. CONFIGURATION & COSTS:

- 2.1 Upon Customer's acceptance of the Quote, Customer shall provide Northland Systems, Inc., in writing, the exact location (including name and contact information of Customer technical project manager) and complete hardware configuration details, including correct OEM model numbers, OEM part numbers and serial numbers of all internal components, including FRUs (field replaceable units), for all Covered Products identified in this Quote. For thirty (30) business days beginning on the later of: (i) start date identified in this Quote, or (ii) the date Customer provides Northland Systems, Inc. with all Covered Products specifications identified in this paragraph, Northland Systems, Inc. will provide the services on a best efforts basis only. Northland Systems, Inc. shall provide services in connection with a Covered Product that has not been fully identified by Customer as required by this paragraph on a best efforts basis only.
- 2.2 Customer represents and acknowledges that all Covered Products identified in this Quote are in good operating condition and configured in accordance with applicable OEM standards and guidelines as of the start date identified in this Quote. In the event any Covered Product is not configured in accordance with applicable OEM standards and guidelines, or such configuration is not supported by the OEM, then such Covered Products are excluded from the Pricing set forth in this Quote. Support for such excluded Covered Products will only be available on a best efforts, Time and Materials basis.
- 2.3 Replacement parts will be new or reconditioned equivalent to new.
- 2.4 Time and Material Service. The costs for service or support of equipment that is not listed as a Covered Products in this Quote or for services that are outside of the scope of this Quote begin at \$250.00 per hour with a two hour on-site minimum for service during business hours and \$300.00 per hour with a two hour on-site minimum for service during non-business hours. In addition to the two hour on-site minimum, Customer is responsible to pay for travel time to and from the site, at the same applicable rate. Time and Material Service does not provide a guaranteed response time or repair time and is delivered on a best efforts basis, with no guarantee of the outcome. Customer will be liable for payment regardless of the results.
- 2.5 All Prices are in US currency unless noted otherwise. Customer is responsible for all sales taxes and/or use taxes.
- 2.6 Customer is responsible, when requested, to return to Northland Systems, Inc. all defective equipment that is replaced by Northland Systems, Inc. In the event that defective equipment is not returned when requested, Customer may be required to pay Northland Systems for the replacement part.
- 2.7 In the unlikely event that Northland Systems, Inc. is unable to replace any parts or provide required services, Northland Systems, Inc. will satisfy its obligations by offering, at no additional cost, a similarly configured model system or compatible component, on a temporary basis, until the required replacement parts are available.

3. Purchase Orders and invoices:

- 3.1 Customer may accept Northland Systems, Inc.'s offer to provide Services pursuant to the terms and conditions set forth in this Quote by issuance of a written acceptance (including email), issuance of a Purchase Order or other confirming document. By accepting Northland Systems, Inc.'s offer to provide Services, Customer accepts and agrees to be bound by all of the Terms and Conditions set forth in this Quote. In the event Customer issues a Purchase Order, the Purchase Order shall reference this Quote (by Quote Number) and specify the Coverage Option and Term selected by the Customer.
- 3.2 Northland Systems, Inc. shall issue Invoices to the Customer in advance of the provision of the Services, on a monthly, quarterly or annual basis, based on payment agreement with Northland Systems, Inc..

4. EXCLUSIONS:

- 4.1 Northland Systems, Inc. will provide, on a non-covered Time and Material basis, best efforts phone assistance for installation of any firmware, bios, patches or service packs (or any other system administration support) for which the Customer or End User Customer has valid entitlement from the OEM. Northland Systems, Inc. is not responsible for any disruptions of service or to 'return to original state' in connection with such service.
- 4.2 The Pricing set forth in this Quote excludes updates/patches to the OS and layered software products. Northland Systems, Inc. can assist Customer in evaluating whether the Customer should retain or cancel its contracts with the OEM for these, in whole or in part. The factors included in this evaluation may include, amongst others:
 - the limitations and benefits to the Customer of license updates/patches for each HW model
 - the projected useful life for each HW item
 - the relevance & possibility of migration
 - the OEM 'Return to Support' policy for licenses not under support
- 4.3
- 4.4 Support of disk arrays, tape libraries, switches, external cables, and all other external equipment are not included with any Covered Products and will incur additional support charges unless explicitly identified as a Covered Product in this Quote. Support for blade chassis does not include internal blade servers or internal switches unless explicitly identified as a Covered Product in this Schedule.
- 4.5 To the extent that the Customer requests or requires that Northland Systems, Inc. should utilize specific replacement parts ("specific replacement parts") that have specific firmware revision levels, specific firmware dependencies, specific OEM part numbers, specific OEM revision levels or coding, specific "post-production" revisions or modifications, or any other unique characteristics that are not readily commercially available when providing Services for Covered Products, Northland Systems, Inc. will use its best efforts to comply but does not in any way guarantee that it will be able to meet these requests or requirements.
- 4.6 The Pricing set forth in this Quote excludes the installation, de-installation, reinstallation or relocation of the supported Covered Products.
- 4.7 The Pricing set forth in this Quote excludes all system administration tasks and responsibilities, including Data Recovery/Data Reload. It is the Customer's sole responsibility, at all times and in particular during all support functions performed by Northland Systems, Inc., to protect the supported Covered Products and associated databases, files, and software from all possible losses, using industry standard levels of protection. This is a hardware support contract only and Northland Systems, Inc. will at all times have fulfilled its obligations by replacing defective components with working components. It is the Customer's responsibility to ensure that these working components are recognized properly by the IT system in which they operate.
- 4.8 The Pricing set forth in this Quote excludes LTU (license to use) updates, software updates, patches, software support, system administration tasks/responsibilities, and firmware upgrades/updates. The Pricing set forth in this Quote excludes access to any OEM's proprietary information, including technical websites such as HP's ITRC site, Oracle/SUN's MOS site, and also excludes any OEM patches/firmware not publically available.
- 4.9 The Pricing set forth in this Quote excludes all consumables such as metal frames or panels, chassis, doors, rail kits, keys, key locks, screws, nuts, sliding bars, hinges, media (tapes), filters, cables, batteries (including UPS and controller batteries), and any item with a predefined date of expiration, etc. Support for such products is available on a best efforts, Time and Material basis.
- 4.10 The Pricing set forth in this Quote excludes any Services required to repair or reconfigure Covered Products that are damaged in connection with their relocation. In the event that Covered Products are damaged in connection with their relocation, support for such Covered Products is available on a best efforts, Time and Materials basis.

5. WARRANTIES AND LIMITATIONS OF LIABILITY:

- 5.1 Warranty: All Services performed by Northland Systems, Inc. for Customer will be performed in a professional manner in accordance with industry standards and practices applicable to the performance of such Service.
Northland Systems, Inc. MAKES NO OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.2 Exclusive Remedy: Northland Systems, Inc. shall repair or replace (at its option) any Covered Product or other equipment that is damaged as a result of Northland Systems, Inc.'s handling of the Covered Product or other equipment as part of performing the Services. Northland Systems, Inc.'s obligation to repair or replace damaged Covered Product or other equipment under this paragraph shall be limited to the repair or replacement of HW only, excluding any SW or other licenses associated with the HW, and shall be Customer's sole and exclusive remedy for any breach of the parties' agreement or breach of any other legal duty (including, without limitation, any claims for breach of contract, breach of warranty, breach of merchantability, fraud, or under any otherwise applicable statute or common law theory). Northland Systems, Inc. shall not be responsible to repair or replace, or be otherwise liable to Customer as a result of, damage to Covered Product or other equipment which arises or results from: negligence of Customer or other third parties; abuse by Customer or other third parties; improper use by Customer or other third parties; strikes, riots, acts of internal or external sabotage, acts of war, natural disasters; fire or water damage; abnormal electrical shock; or, air conditioning or humidity control failure.
- 5.3 Limitation of Liability. In no event will either Party or their affiliates and their respective employees, officers, and directors have any liability under the parties' agreement, regardless of the basis on which the other Party is entitled to claim damages (including breach, negligence, misrepresentation, warranty or other contract or tort claim), for any special, incidental, punitive, or indirect damages, or for any economic consequential damages (including business interruption, goodwill, lost profits or savings), even if foreseeable or even if such Party has been advised of the possibility of such damages.
- 5.4 Parties' Liability. In no event will Customer, its affiliates or their respective employees, officers, and directors have any liability for any damages to the extent caused by Northland Systems, Inc., its affiliates or their respective employees', officers', or directors' failure to perform Northland Systems, Inc.'s obligations under the parties' agreement, nor will Northland Systems, Inc., its affiliates or their respective employees, officers, and directors have any liability for any damages to the extent caused by Customer, its affiliates or their respective employees', officers', or directors' failure to perform Customer's obligations under the parties' agreement.

6. INDEMNIFICATION:

- 6.1 Indemnification Obligations. Each Party shall defend, indemnify and hold each other and such Party's affiliates and their respective employees, officers and directors harmless against all liability, loss, damages, and expenses (including reasonable attorneys' fees and legal costs) arising from or relating to (i) Indemnitor's (as defined below) breach of this Agreement or (ii) the gross negligence or willful misconduct of the Indemnitor.

6.2 Indemnification Procedures. A Party that intends to claim indemnification under this Section 7 (the "Indemnitee") with respect to any third-party action, claim or liability shall notify the other party (the "Indemnitor") promptly in writing of any action, claim or liability in respect of which the Indemnitee believes it is entitled to claim indemnification; provided, that the failure to give timely notice to the Indemnitor shall not release the Indemnitor from any liability to the Indemnitee except to the extent the Indemnitor is materially prejudiced thereby. The Indemnitor shall have the right, by written notice to the Indemnitee, to assume the defense of any such action or claim, within the fifteen (15) day period after the Indemnitor's receipt of written notice of any action or claim, with counsel of the Indemnitor's choice and at the sole cost of the Indemnitor, provided, however, if Indemnitee believes in good faith that there is a conflict in Indemnitor's assumption of such defense or a potential claim between Indemnitor and Indemnitee relating to the claim, then Indemnitee may conduct its own defense and shall be reimbursed therefore by Indemnitor, subject to the terms of any final resolution. If the Indemnitor assumes such defense, the Indemnitee may participate therein through counsel of its choice, but at the sole cost of the Indemnitee. If the Indemnitor fails to assume such defense and/or to diligently prosecute the same, the Indemnitee may assume such defense at the Indemnitor's sole expense. The party not assuming the defense of any such claim shall render all reasonable assistance to the party assuming such defense, and all reasonable out-of-pocket costs of such assistance shall be for the account of the Indemnitor. No such claim shall be settled other than by the party defending the same, and then only with the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that the Indemnitee shall have (a) no obligation to consent to any settlement of any such action or claim that (i) imposes on the Indemnitee any monetary or other liability or obligation that is not assumed and agreed to be performed in full by the Indemnitor or (ii) adversely affects the Indemnitee's rights hereunder or damages its reputation or business, and (b) no right to withhold its consent to any settlement of any such action or claim if the settlement involves only the payment of money by the Indemnitor or its insurer without admission of liability by the Indemnitee and the Indemnitor or its insurer irrevocably agrees in writing to make such payment. If the parties are unable to agree as to the application of this Section 7 to any claim, then, pending resolution of the dispute in accordance with Section 9.13 hereof, the parties may conduct separate defenses of such claims, with each party retaining the right to claim indemnification from the other party in accordance with this Section 7 upon resolution of the underlying action.

7. FORCE MAJEURE:

- 7.1 Effects of Force Majeure. A Party hereto shall be excused and shall not be held liable or responsible for failure or delay in fulfilling or performing any of its obligations under this Agreement if such failure or delay is caused by acts of God, acts of the public enemy, fire, explosion, flood, drought, war, terrorists, riot, unavailability of raw material, sabotage, embargo, strikes or other labor disputes, intervention of governmental authority, or by any other event or circumstance of like or different character to the foregoing beyond the reasonable control and without the fault or negligence of the affected party (a "Force Majeure Event"). Such excuse shall continue as long as the Force Majeure Event continues or for one (1) month from receipt of a notice of Force Majeure Event as set forth in Section 8.2 below. Upon cessation of such Force Majeure Event, such Party shall promptly resume performance hereunder unless a period of one (1) month has passed, in which event this Agreement shall automatically terminate.
- 7.2 Notice of Force Majeure. Each Party agrees to give the other Party prompt written notice of the occurrence of any Force Majeure Event, the nature thereof and the extent to which the affected party will be unable to perform its obligations hereunder. Each Party further agrees to use reasonable efforts to correct or otherwise address the Force Majeure Event as soon as practicable and to give the other Party prompt written notice when it is again fully able to perform such obligations.
- 7.3 Northland Systems, Inc. shall not be liable to the Customer for any delay in performance or failure to perform its obligations where such delay or failure is due to delays or circumstances caused by the Customer.

8. MISCELLANEOUS:

- 8.1 Independent Contractors. The relationship of Northland Systems, Inc. to Customer is that of independent contractors and nothing expressed or implied in the parties' agreement creates or is intended to create an association, trust, partnership or joint venture with regard to the Parties.
- 8.2 Successors, Assigns. All of the terms and provisions and the Parties' respective rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective and permitted successors and assigns.
- 8.3 Severability. If any provision of this agreement is held to be invalid or unenforceable, it shall be modified to conform to the law rather than voided, if possible, in order to achieve the intent of the Parties to the full extent possible. In any event, all other provisions of the parties' agreement shall be deemed valid and enforceable to the full extent possible.
- 8.4 Waiver. Either Party's delay or failure to enforce or exercise any provision of this agreement or rights existing hereunder shall not in any way be construed as or constitute a waiver of any such provision or right, or prevent that Party thereafter from enforcing each and every other provision or right.
- 8.5 Entire Agreement. This Quote and any applicable SOW (including, without limitation, the Terms and Conditions set forth herein) constitute the entire agreement among the Parties hereto with respect to the matters addressed herein and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, among the Parties hereto with respect to such subject matter, all of which prior agreements, understandings, negotiations and discussions or portions thereof, both written and oral, are merged into this Agreement.
- 8.6 Amendments, Waivers. No course of dealing shall be effective to amend, modify, waive or change any provision of this Quote or any SOW issued by Northland Systems, Inc.. No additional terms set forth on Customer's Purchase Order or similar document shall be effective to modify, waive or change any provision of this Quote or any SOW issued by Northland Systems, Inc.. The provisions of this Quote and any SOW issued by Northland Systems, Inc. may be amended, modified, waived or changed only by an instrument in writing signed by each of the Parties or by Northland Systems, Inc.'s issuance of a revised Quote as a result of Customer's addition to or deletion from the list of Covered Products in accordance with these Terms and Conditions.
- 8.7 Notices. All notices and other communications provided for hereunder shall be in writing and shall be deemed to be given when delivered in person, deposited in the mail, first class, registered or certified, return receipt requested with proper postage prepaid, sent by an internationally-recognized courier service, transmitted by facsimile (with transmission confirmation) or sent by electronic mail to the address or numbers provided below:
If to Northland Systems, Inc.:

Northland Systems, Inc.
17200 Medina Road, Suite 800
Plymouth, MN 55447
612-888-9934
Email: jonathan@northsmart.com
Attn: Jonathan Coleburn, Director
If to Customer:

[Customer]
[_____]
[_____]
Facsimile no.: [_____]
Electronic mail address: [_____]
Attn: [_____]
or at such other place or places or to such other person or persons as shall be designated by prior written notice to the other Party hereto.
- 8.8 Governing Law. This Quote and the parties' agreement shall be deemed to be made in and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Minnesota, without reference to its conflicts of laws provision.
- 8.9 Resolution of Disputes. If any dispute arises out of this Quote and the parties' agreement, it shall be referred to the Director of Northland Systems, Inc. and the designated representative of Customer who will attempt to settle it by negotiation. If the parties are unable to settle any dispute by negotiation within 21 days the parties may elect to refer the dispute to mediation or an alternative form of dispute resolution however nothing in this Section shall prevent the parties commencing or continuing court proceedings at any time or any other remedy available under this Agreement or at law and/or in equity.

- 8.10 Disputes. All disputes, controversies or claims arising out of, in connection with or in relation to this Quote and the parties' agreement shall be submitted to and be subject to the jurisdiction of a courts of competent jurisdiction in the County of Hennepin, State of Minnesota, which courts shall have exclusive jurisdiction in the event of any dispute under this Quote and the parties' agreement. The parties irrevocably submit to the jurisdiction of such courts to finally adjudicate or determine any suit, action or proceedings arising out of or in connection with this Quote and the parties' agreement.
- 8.11 Use of Names; Publicity. Neither Party will use the name of the other Party or issue any press release or other publicity relating to this Agreement in any form without the written permission of the other, except as may be required by applicable law (including securities exchange rules) or as otherwise contemplated hereunder. Neither Party will unreasonably withhold its written permission if the other Party desires to issue such a press release or other publicity with respect to this Quote and the parties' agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2021

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

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

PRODUCER J.A. Price Agency, Inc. 6640 Shady Oak Road, Suite 500 Eden Prairie MN 55344-6176		CONTACT NAME: Jeanette Kraemer PHONE (A/C, No, Ext): (952) 944-8790 E-MAIL ADDRESS: jeanette.kraemer@japrice.com		FAX (A/C, No): (952) 944-0097	
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Travelers Property Cas Co Of America			25674
		INSURER B: Travelers Indemnity Co of America			25666
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			
INSURED Northland Systems, Inc. 9560 85th Avenue North Maple Grove MN 55369					

COVERAGES

CERTIFICATE NUMBER: 20-21 Master incl E&O


REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP91M76213	03/12/2020	03/12/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA3K477068	03/12/2020	03/12/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0N563277	03/12/2020	03/12/2021	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB0K301254	03/12/2020	03/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Errors & Omissions Liability & Communications & Media Liability			ZPL31M75844	03/12/2020	03/12/2021	Each Wrongful Act	2,000,000
							Aggregate	2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

County of Inyo 168 N Edwards Street Independence CA 93536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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County of Inyo



County Administrator - Personnel DEPARTMENTAL - ACTION REQUIRED

MEETING: March 2, 2021

FROM: Sue Dishion

SUBJECT: Approval of Contract for Child Support Director

RECOMMENDED ACTION:

Request Board approve: A) a contract between the County of Inyo and Amy Weurdig for the provision of personal services as the Regional Child Support Director at a monthly salary of \$9,032.00 effective March 4, 2021 and authorize the Chairperson to sign contingent upon all signatures being obtained; and B) Resolution 2021-21, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

At the conclusion of interviews and negotiations, your Board directed Staff to prepare this contract and bring it to your Board for final consideration and action. This is standard contract 202, which outlines all the terms and conditions of employment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve the terms and have staff re-negotiate the terms.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

This position is budgeted in the current Fiscal Year 2020-2021 Child Support Budget (022501) in the Salaries and Budgets object codes.

ATTACHMENTS:

1. Weurdig CS Director Contract
2. Department Head Salary Resolution 03.2021

APPROVALS:

Darcy Ellis
Sue Dishion
Marshall Rudolph
Amy Shepherd

Created/Initiated - 2/24/2021
Approved - 2/24/2021
Approved - 2/25/2021
Final Approval - 2/25/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMY WEURDIG
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY DEPARTMENT HEAD**

INTRODUCTION

WHEREAS Amy Weurdig_ (hereinafter referred to as "Department Head") has been duly appointed as Child Support Director for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Department Head shall furnish to the County, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Department Head under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from March 4, 2021 until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Department Head 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 Department Head.

B. Travel and Per Diem. County shall reimburse Department Head for the travel expenses and per diem which Department Head incurs in providing services and work under this Agreement. 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 Department Head 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 Department Head without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Department Head 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.

D. Manner of Payment. Department Head will be paid in the same manner and on the same schedule of frequency as other County Department Heads and employees.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Department Head to provide the services and work described in Attachment A must be procured by Department Head and be valid at the time Department Head enters into this Agreement. Further, during the term of this Agreement, Department Head 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, and professional licenses or certificates. The County will pay the cost of the licenses, certificates, and permits necessary for a Department Head. All other licenses, certificates, and permits will be procured and maintained in force by Department Head at no expense to the County. Department Head will provide County, at County's request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Department Head 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Department Head with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Department Head to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Department Head by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Department Head will use reasonable care to protect, safeguard and maintain such items while they are in Department Head's possession.

B. Products of Department Head'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 or product of, Department Head'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, Department Head will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

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

9. STATUS OF DEPARTMENT HEAD.

All acts of Department Head relating to the performance of this Agreement shall be performed by Department Head as the Child Support Director of the County. Department Head has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Department Head's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Department Head 180 days (180) days written notice of such intent to terminate.

Department Head may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Department Head agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be

privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Department Head only as allowed by law.

15. CONFLICTS.

Department Head agrees that she 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. Department Head agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. 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.

18. NOTICE.

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

County of Inyo	
County Administrator _____	Department
P.O. Drawer N _____	Mailing Address
Independence, CA 93526 _____	City and State

Department Head:	
AMY WEURDIG _____	Name
370 Majorca Circle _____	Street
Bishop, CA 93514 _____	City and State

19. 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 AMY WEURDIG
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY DEPARTMENT HEAD**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
4th DAY OF March _____, 2021.

COUNTY OF INYO

DEPARTMENT HEAD

By: _____

By: AMY WEURDIG
Print or Type Name

Dated: _____

Amy Weurdig
Signature

Dated: 24 February 2021

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMY WEURDIG
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY DEPARTMENT HEAD**

TERM:

FROM: March 4, 2021 **TO:** Termination

SCOPE OF WORK:

Department Head shall perform the duties and responsibilities as identified in the job description for Child Support Director attached hereto.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMY WEURDIG
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY DEPARTMENT HEAD**

TERM:

FROM: March 4, 2021

TO: Termination

SCHEDULE OF FEES:

1. Department Head shall be paid \$9,302 per month, for the identified salary range for the Child Support Director , and shall be paid every two weeks on County paydays (26 pay periods per year). Department Head is starting at step B in the Child Support Director salary range and will move up the steps on anniversary date upon Board approval.
2. Except as otherwise provided in this contract, Department Head shall be compensated and receive benefits according to Inyo County Resolution Number 2006-06 or a successor resolution applicable to Department Heads.
3. Department Head is entitled to eighty (80) hours paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
4. County will provide and maintain a motor pool vehicle for Child Support Director use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMY WEURDIG
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY DEPARTMENT HEAD**

TERM:

FROM: March 4, 2021

TO: Termination

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Officer for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Officer will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence or Bishop, California.

\\\\\\ NOTHING FOLLOWS

RESOLUTION NO. 2021_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, AMENDING RESOLUTION 2006-06 CHANGING SALARY AND/OR
TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN
THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

WHEREAS, the Board of Supervisors, pursuant to Government Code Section 25300, shall prescribe the compensation of all County Officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Appointed Officers are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby amends Article 7A of Resolution 2006-06 to read as follows:

ARTICLE 7. SALARIES

A. Salaries

Appointed Officials shall be paid a monthly salary as set forth in the schedule below:

Appointed Officers	January 7, 2021 thru March 3, 2021	March 4, 2021 and on
Ag Comm/Weights and Measures	\$12,557.00	\$12,557.00
County Administrator	\$15,606.00	\$15,606.00
County Counsel	\$16,059.00	\$16,059.00
Child Support Director	\$10,451.00	\$ 9,302.00
Environmental Health Director	\$ 8,918 .00	\$ 8,918 .00
Water Director	\$ 9,812.00	\$ 9,812.00
Health and Human Services Director	\$11,142.00	\$11,142.00
Planning Director	\$ 9,111.00	\$ 9,111.00
Chief Probation Officer	\$10,805.00	\$10,805.00
Public Works Director	\$11,289.00	\$12,446.00

PASSED AND ADOPTED this 5th of January, 2021 following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter
Clerk of the Board

BY: _____
Darcy Ellis, Assistant



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 2, 2021

FROM: Denelle Carrington

SUBJECT: Fiscal Year 2020-2021 Consolidated Office Building Budget Amendment

RECOMMENDED ACTION:

Request Board amend the Fiscal Year 2020-2021 Consolidated Office Building Budget (011809) by increasing appropriation in Construction in Progress object code (5700) by \$350,000 (*4/5ths vote required*).

SUMMARY/JUSTIFICATION:

Inyo County has entered into an agreement with Wolverine LLC to construct a new 42,000 SF office building under a long-term lease-to-own agreement. This increase in appropriation will facilitate the payment of any additional change orders and will also fund the cabling project.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment, which would result in non-payment of any future change orders or the cabling project.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
Public Works Department
Information Services

FINANCING:

The budget amendment will allow fund balance to be utilized for any future change orders and the cabling project. The Consolidated Office Building Budget 011809 has sufficient fund balance to facilitate this increase in appropriation in Construction in Progress (5700).

ATTACHMENTS:

APPROVALS:

Denelle Carrington

Created/Initiated - 2/22/2021

Darcy Ellis
Denelle Carrington
Amy Shepherd
Clint Quilter

Approved - 2/23/2021
Approved - 2/23/2021
Approved - 2/23/2021
Final Approval - 2/23/2021



County of Inyo



Board of Supervisors

TIMED ITEMS - ACTION REQUIRED

MEETING: March 2, 2021

FROM: Supervisor Jennifer Roeser

SUBJECT: Presentation from Inyo National Forest on Deferred Maintenance Funding and Projects

RECOMMENDED ACTION:

11 A.M. - Board of Supervisors - Request Board receive a presentation and briefing by Inyo National Forest Supervisor Lesley Yen and team regarding preparation efforts for Deferred Maintenance funding for projects on the Forest for 2023, including an overview of 2021 and 2022 programs.

SUMMARY/JUSTIFICATION:

In August of 2020, the U.S. Congress passed and the President signed Public Law No. 116-152, the Great American Outdoors Act. One provision of this Act provided for a 5-year funding plan to address Deferred Maintenance on landscapes managed by five Federal Land Agencies.

The U.S. Forest Service was allocated just over \$5 billion in the "National Parks and Public Land Legacy Restoration Fund" for addressing deferred maintenance. The next year of funding availability is for projects proposed for 2023. The Inyo National Forest is preparing to effectively access these funds for projects on the Forest. As a key draw of tourism and recreation to Inyo County, this Board is uniquely interested in effectively accessing these funds to benefit our recreating public and landscapes.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to hear the presentation but this is not recommended.

OTHER AGENCY INVOLVEMENT:

Inyo National Forest

FINANCING:

N/A

ATTACHMENTS:

1. Visual for USFS National Parks and Public Land Legacy Restoration Fund
2. Inyo National Forest GAOA FINAL updated

APPROVALS:

Darcy Ellis
Clint Quilter

Created/Initiated - 2/24/2021
Final Approval - 2/24/2021



Ensuring the Greatest Return on the Deployment of Federal Dollars

The strategy for deploying the National Parks and Public Land Legacy Restoration Fund, must be designed to ensure a significant and long-lasting return to the American public. This requires a focus on three key areas:

Planning:

- The federal agencies shall have a transparent methodology that identifies and prioritizes recreation projects across asset classes, and addresses resource protection, visitor use and recreation access, health and safety and long-term asset financial sustainability.
- This planning should consider projects that:
 - Improve existing recreation public access in line with Forest Management Plans;
 - Balance investments in revenue generating (e.g., FLREA) and non-revenue generating recreation projects;
 - Benefit recreation site portfolio (e.g., contemplate entire recreation site: road to site, parking, restrooms, trails, etc.);
 - Connect trail systems into adjacent non-federal recreational trails to grow intergovernmental/interorganizational access to federal lands;
 - Mitigate future operational/maintenance costs and/or support sustainable funding streams; and,
 - Support public/private partnerships to maximize community impacts.
- Ensure intent of statute to provide quality and sustainable outdoor public recreation for both transportation and non-transportation projects
- Amplify Regional level decision making and funding allocations.

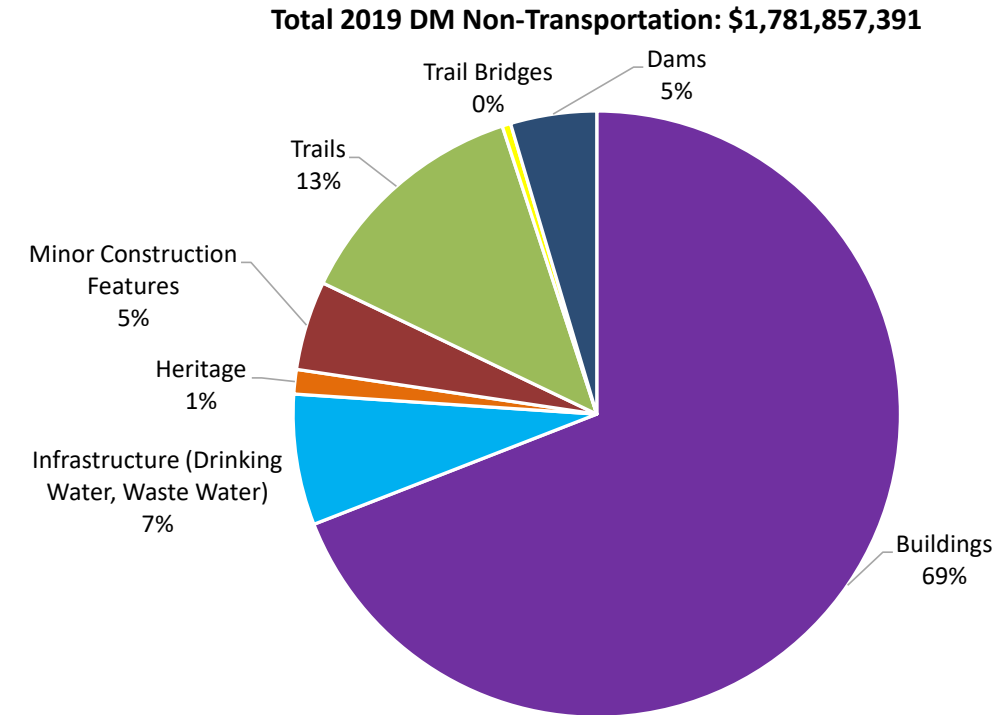
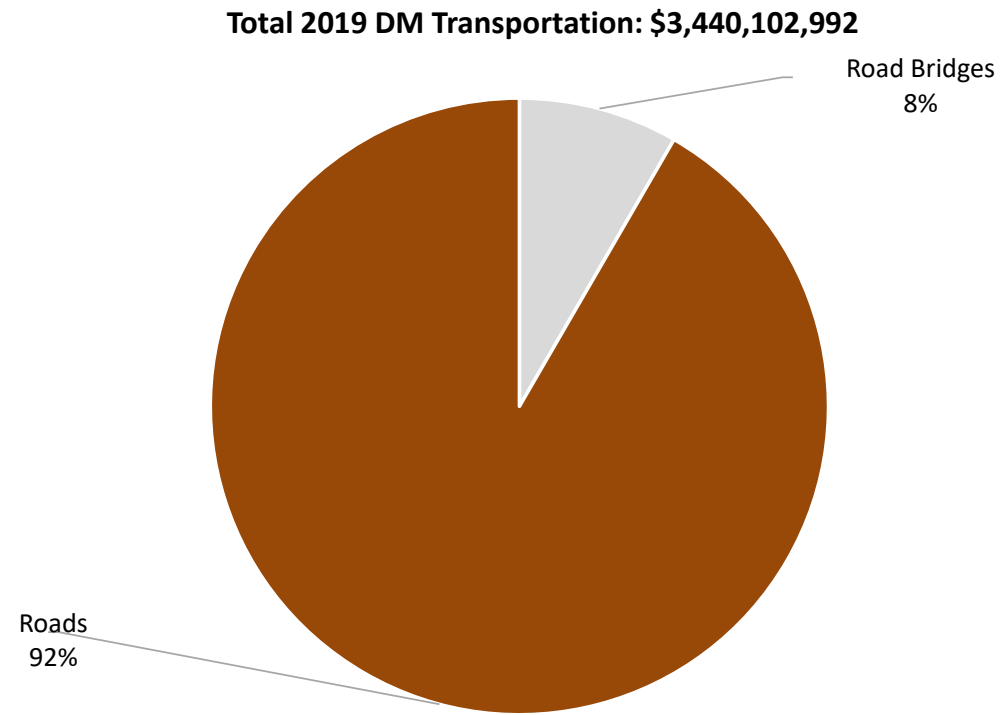
Contracting:

- Ensure that Contracting is Competitive, Performance Based and provides the greatest return for every dollar of available funding.
- Focus on contracting specifications that include returns/benefits such as: reduction in operational costs, job sustainment & creation, sustainability/deferment in operational maintenance, innovation in approach (smart design/construction), portfolio leveraging and volunteer/ community partner leveraging, etc.
- Encourage the full suite of contracting and agreement mechanisms (e.g., FAR, Cooperative Agreement, Joint Venture Agreement, Collection Agreements etc.) and are matched to appropriate industry sector.
 - Traditional Private: Road Systems, Parking lots, Buildings, Trails, Trail Bridges, Boat Launches
 - Social Impact Bonds/(PPP): Utilities, Trails, Housing, Water and Wastewater Systems
 - Concession/Permit Agreements: Visitor Service buildings, Campgrounds and Marinas, Trails
 - Cooperative Agreements: Trails
- Recognize need for additional contracting and project management expertise to ensure consistency, thoroughness, and transparency.

Oversight

- Provide centralized project management oversight and tools (e.g., Scope of Work, Schedules, Timelines) within the Recreation program area to ensure consistency in GAOA fund deployment.
- Provide public access to project lists and timelines.
- Ensure auditability of contracting data.
- Require annual reporting of results

USDA Forest Service 2019 Total Agency Deferred Maintenance "DM" Needs Categorized by Great American Outdoors



FY 2019 USDA Forest Service Deferred Maintenance Nationally

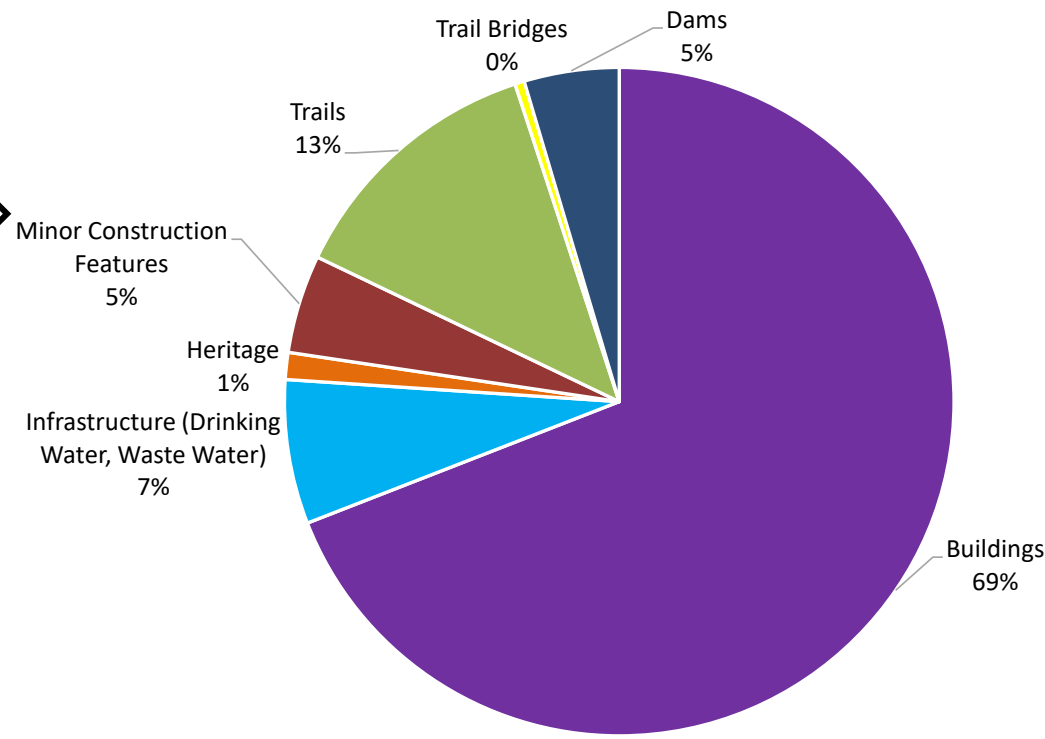
By Asset Type			
Buildings		\$1,230,917,388	24%
Dams		\$81,681,507	2%
Drinking Water Systems		\$94,221,289	2%
Heritage		\$23,196,245	0%
Minor Construction Features		\$84,774,009	2%
Road Bridges		\$286,978,740	5%
Roads		\$3,153,124,252	60%
Trail Bridges		\$8,104,351	0%
Trails		\$228,841,360	4%
Wastewater Systems		\$30,121,242	1%
Grand Total		\$5,221,960,383	100%
By GAOA Funding Categories			
Grand Total		\$5,221,960,383	100%
Non-Transportation (Excluding Dams)		\$1,700,175,884	33%
	Buildings	\$1,230,917,388	72%
	Infrastructure (Drinking Water, Waste Water)	\$124,342,531	7%
	Heritage	\$23,196,245	1%
	Minor Construction Features	\$84,774,009	5%
	Trails	\$228,841,360	13%
	Trail Bridges	\$8,104,351	0%
Dams		\$81,681,507	2%
Transportation		\$3,440,102,992	66%
	Road Bridges	\$286,978,740	8%
	Roads	\$3,153,124,252	92%

Great America Outdoors Act (“GAOA”) Funding Availability to Meet USDA Forest Service Deferred Maintenance “DM”

GAOA Funding Stream Annually and 5 Year		
GAOA FUND ANNUALLY TO ALL AGENCIES \$1,900,000,000		
USDA Share Annually	15%	\$285,000,000
USDA Transportation Projects Annually	35%	\$99,750,000
USDA Non-Transportation Projects Annually	65%	\$185,250,000
USDA Share 5 Years \$1,425,000,000		
USDA Transportation 5 Years	35%	\$498,750,000
USDA Non-Transportation 5 Years	65%	\$926,250,000
GAOA Funding Ability to Meet USDA Forest Service DM Needs (Need/Funds Available)		
Total 5 Year GAOA Funds to Need Ratio for Transportation	14%	
Total 5 Year GAOA Funds to Need Ratio for Non-Transportation	54%	
Historical Appropriations By Asset Categories		
Historical Budget Capital Improvement and Maintenance (3 year Average FY 2017 to FY 2019)		\$407,338,000 100%
Facilities		\$124,463,333 31%
Roads		\$203,698,000 50%
Trails		\$79,176,667 19%

GAOA Resources 5 Year Funds Available to Address Non-Transportation Needs

5 Year Allocation for GAOA Non-Transportation DM funding could cover 100% of *Non-Buildings* DM (\$550M) and leave \$375M for *Buildings* DM or 30% of Need.



Total Non-Transportation DM Addressed by GAOA - \$926,250,000 = 54% of Total Non-Transportation DM Need

NOTES:



U.S. Forest Service Inyo National Forest Great American Outdoors Act

Date: 23 February 2021

Background

Two objectives of GAOA:

1. Establishes a new fund, National Parks and Public Lands Restoration Fund, for five years to address the deferred maintenance backlog of the USDA Forest Service and other federal land management agencies, and
2. Provides permanent full funding of the Land and Water Conservation Fund which provides for federal land acquisition and Forest Legacy grants to states under existing programs.

The Forest Service is the only agency in the U.S. Department of Agriculture that will receive deferred maintenance funding from GAOA. The maximum amount the Forest Service will receive is \$285 million each year for the 5 years that the fund is authorized (FY21-25). The funds **must be used for priority deferred maintenance** projects on assets administered by the agency. National sideboards established for first round (FY21) of GAOA are listed below. This same guidance was used for FY22 and we expect them to remain largely the same for future funding years.

- Reduction of Infrastructure Deferred Maintenance
- Promoting Management of America's Forests
- Improve Visitor Experience
- Contribute to Rural Community Economic Development
- Improve Visitor Access
- Ensure Health & Safety
- Leverage External Agencies and Resources

Project Selection Process

In the Pacific Southwest Region of the Forest Service, forests were asked to work within their zones to develop and prioritize projects. The Inyo is in the Southern Sierra Zone with the Sequoia, Sierra, and Stanislaus. Engineering and Public Services staffs from the forests worked together on proposals that addressed both the needs of individual forests and those needs that could be combined in projects across the zone. Projects were scored and ranked by a regional panel and then at the national level. A similar process was followed for the submission of FY22 projects. Both rounds had extremely short turnaround times. All projects submitted are considered for funding; the regional ranking is an opportunity for the Regional Forester to provide additional "points" to the projects that best meet national and regional criteria. For FY22, the Inyo received additional regional points on nearly all of the projects we submitted out of over 300 projects submitted region-wide.

Projects FUNDED for FY21

Due to several factors, including an extremely short turnaround time on submissions (less than 3 weeks), there was a limit on the number and size of projects submitted by the Inyo National Forest for the first round of funding, slated for FY21. Of the projects submitted, the following were funded:

- **Pacific Crest National Scenic Trail & John Muir Trail Maintenance:** This two-year project will maintain 16.5 miles of the JMT/PCT. Work includes replacing collapsed erosion control structures, tread repair, and rebuilding failing retaining walls to return the trail to a condition that is safe for equestrians and hikers.

- **Silver Lake Boat Launch Replacement:** This project is for the construction of a new boat launch ramp, installation of a new vault toilets, construction of ADA accessible sidewalks and the resurfacing & restriping of the facility parking lot including facility access roads. Covers the construction funding gap from State of CA Division of Boating and Waterways grant.
- **Day Use Toilet Replacements:** This project is for the replacement of toilets at heavily used day use sites across the Forest that currently have either flush toilets or non-accessible vault toilets. Sites include: Big Pine Creek North Fork Trailhead, Convict Lake Day Use (4), Duck Pass Trailhead, Emerald Picnic Site, Horseshoe Lake Day Use (2), Mammoth Pass Trailhead, Lundy Canyon Trailhead, Rush Creek Trailhead, and Silver Lake Fishing Day Use.
- **Region-wide Pacific Crest Trail Deferred Maintenance:** This project covers the PCT in CA, OR, and WA and will be administered by the Pacific Crest Trail Association. Funding will support trail maintenance crews and PCTA technical specialists to work with the crews. PCTA has committed to providing a crew on the Inyo to maintain the PCT in the Golden Trout Wilderness in summer 2021 depending on the timely receipt of funding and PCTA organizational capacity.

Inyo National Forest staff is currently working on developing contracts and agreements to obligate this funding once it is received (anticipated March 2021). These projects will be implemented in 2021.

Projects Currently SUBMITTED for FY22

Shortly after the proposals were submitted for FY21 funding, a data call for FY22 projects was received with another short turnaround. Due to the fast turnaround, the Inyo National Forest decided to pursue existing high-priority projects that were in alignment with the established national sideboards. With limited capacity, the Forest also decided to focus efforts on a few very good, highly competitive projects. Additionally, projects that were submitted for FY21 but not funded were revised to be more competitive and resubmitted for FY22 funding.

- **Inyo Campground Improvement Project:** This project will secure architectural and engineering services to develop construction documents for 22 campgrounds that are ripe for renovation based on the preliminary results of the Profitability Study being developed by Quantified Ventures. Project continues the efforts of the Innovative Finance for National Forests grant held by MLTPA.
- **Southern Sierra Zone Recreation Facility Improvements:** Campground amenity replacement and rehabilitation at nine sites on the Stanislaus and Inyo. Includes toilets, bear boxes, picnic tables, fire rings, and campsite delineation. Inyo National Forest Sites are Grandview Campground and the campgrounds and day use sites at Horseshoe Meadows/Cottonwood.
- **Mammoth Ranger Station and Welcome Center Parking Rehab:** Pavement Rehabilitation of the Mammoth Ranger Station and CA Welcome Center parking lot roads.
- **Multi-Forest High Priority Accessible Toilet Replacement, Phase 2:** This is a multi-forest project to provide toilet replacement or accessibility upgrades to specific facilities and recreational sites. Final list of Inyo NF sites has not been determined, but the focus will be on old, non-accessible flush toilets within campgrounds or campground with insufficient facilities
- **Rock Creek Boat Launching Facility:** This project is for the construction of a new boat launch ramp, installation of a new vault toilets, construction of ADA accessible sidewalks and the resurfacing & restriping of the facility parking lot including facility access roads. Leverages with

proposal for construction funding from State of CA Division of Boating and Waterways grant, submitted for State FY21/22 funding.

- **Hot Creek Geologic Interpretive Site Safety Improvements:** This project is to correct safety deficiencies at a high-use unique and active geologic interpretive site. Includes fencing necessary for health and safety to keep people out of dangerous active thermal pools. Rehabilitation of hazardous closed areas that have been damaged by trespass and the improvement of visitor displays, paths and restroom facilities. The project is expected to last 2-3 years.
- **Forestwide Wilderness Trailhead Improvements:** Repair and maintain parking areas at 51 trailheads. Replace trailhead kiosks. Design and replace trailhead interpretive signage. Two-year project. FY22 design, FY23 construction
- **Southern Sierra (INF, SNF, SQF, STF) Trail Deferred Maintenance:** Backlog of Deferred trail maintenance on 4 Forests. Essential for recreation access and connectivity to National Parks and iconic destinations as well as communities and Wild & Scenic rivers. Trails are major infrastructure investments in the SSZ that have not received maintenance in years. If further deterioration occurs, public access will further erode. Several hundred miles of trail will be maintained in the Southern Sierra Zone. Inyo NF is targeting trails in the following wilderness areas: John Muir, Ansel Adams and Golden Trout. Implementation FY22
- **Inyo Priority Trail DM and Safety:** The project will address deferred maintenance and safety issues caused by high use and storm damage. Repairs include erosion control, trail surface repair and replacement of foot bridges. This is a legacy project carried over from 2017

We do not yet know which projects have been chosen to receive funding for FY22 and probably will not know until the President's budget is release later this year.

Future Submissions for FY23-FY25

We anticipate the Forest will be able submit projects for FY23 and beyond starting spring 2021. We are starting planning now to ensure a strategic approach to align the potential of GAOA with other regional efforts to secure recreation funding, including the Sustainable Recreation and Tourism Initiative (SRTI).

In anticipation that some FY22 proposals will not be funded, those projects would rise to the top of the list of submissions for FY23. Additional projects could include those just developed by the forest for SRTI since they also address deferred maintenance and are aligned with public Eastern Sierra Sustainable Recreation Partnership (ESSRP) project ideas.

Partner Engagement & Public Comment

There is no prescribed method for public collaboration when determining what projects to submit for consideration, except for the public comment portal organized through the Washington Office's website where all are encouraged to comment on an extensive list of projects from across the country. We are fortunate in the Eastern Sierra that existing collaborative efforts like the SRTI have helped the forest understand common themes in what partners and the public are interested in addressing when it comes to sustainable recreation and deferred maintenance. We have also used the ESSRP partner forum to provide updates on GAOA efforts and plan to use that and other existing forums to seek feedback during this next round of funding submissions.

We have some indication that partner contributions to projects improves competitiveness. Partner matching support also increases the capacity of the Inyo NF to implement more comprehensive projects.