

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

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

June 14, 2022 - 8:30 A.M.

1. **PUBLIC COMMENT ON CLOSED SESSION ITEM(S)**

CLOSED SESSION

2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Located at the corner of School Street and Baker Creek Road, Big Pine, 93513 . Agency Negotiators: Leslie Chapman and John-Carl Vallejo. Negotiating parties: Inyo County, Big Pine Unified School District, and LADWP. Under negotiation: price and/or terms of payment.
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code §54957** – Title: County Agricultural Commissioner / Weights and Measures.
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Administrative Officer Leslie Chapman, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.**
5. ***PLEDGE OF ALLEGIANCE***
 6. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW***
 7. ***PUBLIC COMMENT*** (*Comments may be time-limited*)
 8. ***COUNTY DEPARTMENT REPORTS***
 9. ***INTRODUCTIONS*** - The following new employees will be introduced to the Board:
 - Caroline Nott, Clerk-Recorder Assistant, Clerk-Recorder's Office;
 - Shelley Bright and Yolanda Haro, Child Support Officers with Child Support Services;
 - Kelly Bahr, Museum Assistant, Eastern California Museum;
 - Loretta (Lori) Bengochia, Innovation & Grant Manager, and Carri Coudek, Substance Use Disorder Counselor, HHS;
 - Danielle Visuano, Associate Planner, Planning Department;
 - Ross Hursell, Parks and Campground Specialist, Dyland Noland, Parks and Campground Specialist, and Jacob Waldt, Equipment Operator, Public Works; and
 - Melissa Myers Place, Public Safety Dispatcher, Sheriff's Department.

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

10. **County Administrator - Motor Pool** - Request Board authorize an increase of Motor Pool's purchasing authority with Bishop Automotive of Bishop, CA by \$10,000, to a total not-to-exceed amount of \$88,500, for the purchase of maintenance services for the Inyo County fleet.
11. **County Administrator - Personnel** - Request Board approve the service agreement between Shaw Consulting and the County of Inyo for professional services, effective June 14, 2022, in an amount not to exceed \$30,000 and authorize the Assistant County Administrator to sign, contingent on future budgets being adopted.
12. **Child Support Services** - Request Board approve Amendment No. 4 to the Agreement between the County of Inyo and CalServe Inc. for the provision of nationwide service of process, extending the term of the agreement from July 1, 2022 to June 20, 2024 and modifying the schedule of fees, contingent upon the Board's approval of future budgets.
13. **Coroner** - Request Board approve the contract between the County of Inyo and Cassidy Johnston for Personal Services for the term of July 1, 2022 through June 30, 2024, for a total contract amount not to exceed \$40,000, contingent upon the adoption of future budgets, and authorize the Chairperson to sign.

14. **County Counsel** - Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.
15. **County Counsel** - Request Board approve Amendment No. 4 to the Agreement between the County of Inyo and Gregory L. James of Bishop, CA, for the provision of water/environmental attorney services regarding matters at the direction of the County Counsel modifying certain provisions of the Agreement, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
16. **County Counsel** - Request the Board approve Amendment No. 12 to the Agreement between the County of Inyo and Gregory L. James of Bishop, CA, for the provision of water/environmental attorney services regarding natural resources modifying certain provisions of the Agreement, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. **County Counsel** - Request the Board approve Amendment No. 5 to the Agreement between the County of Inyo and Gregory L. James of Bishop, CA, for the provision of legal services regarding Yucca Mountain Nuclear Repository modifying certain provisions of the Agreement, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
18. **County Counsel** - Request the Board approve Amendment No. 3 to the Agreement between the County of Inyo and Gregory L. James of Bishop, CA, for the provision of water/environmental attorney services regarding Water Department modifying certain provisions of the Agreement, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
19. **Environmental Health** - Request Board approve Resolution No. 2022-19, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Appointing the Environmental Health Department as the Enforcement Agency for AB 1276," and authorize the Chairperson to sign.
20. **Health & Human Services - Behavioral Health** - Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Teleconnect Therapies of Avalon, CA, increasing the contract to an amount not to exceed \$129,040, representing an increase of \$70,000 to the contract, and extending the term end date from June 30, 2022 to December 31, 2022, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
21. **Health & Human Services - Behavioral Health** - Request Board approve the contract between the County of Inyo and Dr. Anne Goshgarian of Bishop, CA to serve as the HHS Substance Use Disorder Medical Director in an amount not to exceed \$21,600.00 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

22. **Health & Human Services - Social Services** - Request Board approve the contract between the County of Inyo and the Inyo County Office of Education for the provision of Stage I Child Care Services, in an amount not to exceed \$170,000.00, for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize Chairperson to sign.
23. **Public Works - Parks & Recreation** - Request Board:
A) approve the contract between the County of Inyo and Madera Disposal Systems Inc., dba Bishop Waste Disposal of Bishop, CA, as a sole-source provider for the provision of waste hauling in the North County Parks and Campgrounds, in an amount not to exceed \$76,369.96 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
B) approve the contract between the County of Inyo and Preferred Septic and Disposal of Bishop, CA as a sole-source provider for the provision of waste hauling in the South County Parks and Campgrounds, in an amount not to exceed \$91,059.58 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
24. **Public Works - Recycling & Waste Management** - Request Board approve the contract between the County of Inyo and Preferred Septic and Disposal of Bishop, CA as a sole-source provider for the provision of waste hauling services in the communities of Olancho, Keeler and Darwin, in an amount not to exceed \$286,055.81 for the period of July 1, 2022 through June 30, 2027 contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
25. **Public Works - Recycling & Waste Management** - Request Board: A) approve the Amendment between the County of Inyo and Kern County to allow the disposal of solid waste generated within the southernmost areas of Inyo County at the Ridgecrest Sanitary Landfill; B) authorize Recycling Waste Management to pay an annual fee in the amount \$13,920 to Kern County contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
26. **Public Works** - Request Board: A) approve the Clean California Maintenance Agreement between the County of Inyo and Caltrans for reimbursement of waste hauling services and supplies in an amount not to exceed \$33,112.02 for the period of July 1, 2022 through June 30, 2024, contingent upon the Board's approval of future budgets; B) declare Madera Disposal Systems, Inc., dba Bishop Waste of Bishop, CA, a sole-source provider of waste hauling in the town of Lone Pine along Main Street; C) approve the contract between the County of Inyo and Madera Disposal Systems, Inc. in an amount not to exceed \$25,101.84 for the period of July 1, 2022 through June 30, 2024, contingent upon the Board's approval of future budgets; and D) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
27. **Public Works** - Request Board approve the agreement between the County of Inyo and Valsoft Corporation Inc., dba Cascade Software Systems, Inc. (CSS) of Montreal, Quebec, Canada, for the provision of Road Department cost accounting software in an amount not to exceed \$64,877.11 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

28. **Public Works** - Request Board: A) approve Resolution No. 2022-20 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Summarily Vacating a Portion of Cactus Flats Road;" B) approve the signing of the Quitclaim Deed from Inyo County to the City of Los Angeles; and C) approve the recording of the Easement Deed from the City of Los Angeles to the County of Inyo.
29. **Sheriff** - Request Board: A) declare Bid No. 2022-02 for duty vests unresponsive; and B) authorize the purchase of thirteen (13) Safariland armored vests and carriers from Adamson Police Products for an amount not to exceed \$24,766.
30. **Sheriff** - Request Board approve Agreement 20-LE-11051360-040 between the County of Inyo and U.S. Forest Service for the provision of forest service patrols in an amount not to exceed \$12,000 for the period of October 1, 2021, through September 30, 2022, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.
31. **Sheriff** - Request Board approve the 2022 Controlled Substance Annual Operating and Financial Plan between the County of Inyo and USDA Forest Service, Inyo National Forest for the provision of Controlled Substance Operations for a funding amount up to \$5,000 for the period of October 1, 2021, through September 30, 2022, contingent upon the Board's approval of future budgets, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

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

32. **County Administrator** - Request Board adopt the modified Fiscal Year 2021-2022 Board Approved Budget as the Preliminary Budget for Fiscal Year 2022-2023 and approve the Fixed Assets as recommended by staff (*4/5ths vote required*).
33. **District Attorney** - Request Board approve proposed Ordinance 1279 titled, "An Ordinance of the Inyo County Board of Supervisors Adopting the Inyo County District Attorney Policy Regarding Military Equipment Pursuant to AB 481."
34. **Sheriff** - Request Board introduce, read title, and waive further reading of the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Adopting the Inyo County Sheriff's Office Policy Regarding Military Equipment Pursuant to AB 481," and set adoption for Tuesday, June 21, 2022 in the Board of Supervisors Chambers, Independence.
35. **Sheriff** - Request Board: A) request Board amend the Fiscal Year 2021-2022 Off-HWY Vehicle Budget (623521) as follows: increase appropriation in Equipment object code (5650) by \$19,954 and decrease appropriation in Internal Charges object code (5121) by \$17,954 and General Operating object code (5311) by \$2,000 (*4/5ths vote required*); B) amend the Fiscal Year 2021-2022 Sheriff Safety Budget (022710) as follows: decrease estimated revenue in Intra County Charges Revenue Code (4821) by \$17,954 and increase appropriations in Operating Transfers In revenue code (4998) by \$17,954; C) increase operating transfers out expense code 5801 in the Sheriff AB443 Trust (502709) by \$17,954 (*4/5ths vote required*); and D) authorize the purchase of one (1) 2022 Jeep Wrangler Unlimited Willy's Sport from Victorville Motors of Victorville, CA in an amount not to exceed \$50,267.

36. **County Administrator - Personnel** - Request Board: A) approve Amendment No. 1 to the contract between the County of Inyo and Marilyn Mann for the Provision of Personnel Services as a County Department Head, adding an additional 40 hours of annual administrative time off, for a total of 80 hours of annual administrative time off, effective June 17, 2022; and B) authorize the Chairperson to sign.
37. **Child Support Services** - Request Board change the authorized strength within the Child Support Department by adding one (1) Program Manager, Range 80 (\$6,259 - \$7,613).
38. **Planning Department** - Request Board receive a presentation from staff, provide comments, and potentially give direction on the most recent comments and requirements from the California Department of Housing and Community Development on the County's 6th Cycle Housing Element Update.

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

- 11 A.M.**
39. Request Board conduct joint workshop with Mammoth Lakes Tourism regarding commercial air service at the Bishop Airport.

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

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

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



County Administrator - Motor Pool

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Miquela Beall

SUBJECT: Increasing Purchasing Authority with Bishop Automotive

RECOMMENDED ACTION:

Request Board authorize an increase of Motor Pool's purchasing authority with Bishop Automotive of Bishop, CA by \$10,000, to a total not-to-exceed amount of \$88,500, for the purchase of maintenance services for the Inyo County fleet.

SUMMARY/JUSTIFICATION:

Motor Pool is requesting an increase of \$10,000 in our purchase order to Bishop Automotive. The cost of parts and equipment continues to rise at an unpredictable rate. Bishop Automotive not only repairs and services vehicles but they also provide towing services, and is one of two local vendors that provides tires for the vehicles, including special pursuit tires for our patrol vehicles. These additional funds are necessary to make sure we can continue to secure these vital services for the County fleet.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this request but this is not recommended because it could negatively affect the department's ability to respond to situations with the County vehicles including, but not limited to, emergency repairs to law enforcement vehicles and emergency towing services for accidents.

OTHER AGENCY INVOLVEMENT:

FINANCING:

These funds will be reallocated from budget savings in object code 5281 to object code 5171 of the Motor Pool approved budget.

ATTACHMENTS:

1. Bishop Automotive Purchase Document/Board Order

APPROVALS:

Miquela Beall
Darcy Ellis
Miquela Beall
John Vallejo
Amy Shepherd
Leslie Chapman

Created/Initiated - 6/6/2022
Approved - 6/6/2022
Approved - 6/8/2022
Approved - 6/8/2022
Approved - 6/9/2022
Final Approval - 6/9/2022



COUNTY OF INYO PURCHASE ORDER

Office of Purchasing Agent
(760) 878-0293

PO# P44376
DATE 08/09/21
PR# REQ33859
PEID T015854

INSTRUCTION TO VENDORS:

1. Prepare separate invoice for each purchase order.
2. Show purchase order number on all invoice, packages, delivery slips and all correspondence relative to this order.
3. The County of Inyo is not liable for materials or supplies furnished or services rendered except by order of the Board of Supervisors or by authority of a Purchase Order properly signed by the Purchasing Agent.

TO: BISHOP AUTOMOTIVE CENTER
P.O. BOX 606
BISHOP, CA 93515-0606

SHIP TO: MOTOR POOL
163 MAY STREET
BISHOP, CA 93514

MAIL INVOICES MOTOR POOL
163 MAY STREET
BISHOP, CA 93514

ATTN: Cindy Reeves

#	QUANTITY	DESCRIPTION	UNIT PRICE	TAX/OTHER	TOTAL
0001	6,000.00	ACCT# 1-292 PURCHASE OF TIRES FOR PATROL VEHICLES	1.00	0.00	6,000.00
0002	50,000.00	ACCT# 1-292 MAINTENANCE AND PARTS FOR MOTOR POOL VEHICLES	1.00	0.00	50,000.00
				TOTAL:	\$56,000.00

RETURN VENDOR COPY TO DEPARTMENT.

THIS ORDER NOT VALID UNLESS APPROVED BY COUNTY AUDITOR

I certify that there is a sufficient unencumbered balance in the above account to cover the amount of this order and that sufficient funds have been set aside for the payment thereof.

County Purchasing Agent

County Auditor-Controller

For contractor's provision of such services and materials see the terms and conditions on attached page.
Accepted:

Contractor



In the Rooms of the Board of Supervisors
County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20th day of July 2021 an order was duly made and entered as follows:

*Motor Pool –
Vehicle
Maintenance
Blanket P.O.s*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to authorize issuance of blanket purchase orders in the following amounts payable to the following vendors for vehicle maintenance, equipment maintenance and purchase of tires for Motor Pool, Parks and Recreation and Recycling Waste Management, contingent upon the adoption of the Fiscal 2021-2022 Budget: Bishop Ford \$40,000, Bishop Automotive \$56,000, Mr. K's \$20,000, Jim Charlon Ford \$20,000 and Britt's Diesel \$20,000. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

<i>Routing</i>
CC Purchasing X Personnel Auditor CAO Motor Pool Other: DATE: July 21, 2021

WITNESS my hand and the seal of said Board this 20th
Day of July, 2021



LESLIE CHAPMAN,
Acting Clerk of the Board of Supervisors

Leslie S. Chapman

By: _____

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 22nd day of February 2022 an order was duly made and entered as follows:

*Motor Pool – Mr. K,
Bishop Automotive,
Britt's Diesel P.O.
Increases*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to authorize an increase of blanket purchase orders in the following amounts payable to the following vendors for vehicle maintenance, equipment maintenance, and purchase of tires for Motor Pool: Bishop Automotive by \$22,500 for a total not-to-exceed amount of \$78,500; Mr. K's by \$5,000 for a total not-to-exceed amount of \$25,000; and Britt's Diesel by \$2500 for a total not-to-exceed amount of \$22,500. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 22nd
Day of February, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

Routing
CC Purchasing X Personnel Auditor CAO Motor Pool Other: DATE: February 28, 2022



County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Sue Dishion

SUBJECT: Shaw Consulting Agreement

RECOMMENDED ACTION:

Request Board approve the service agreement between Shaw Consulting and the County of Inyo for professional services, effective June 14, 2022, in an amount not to exceed \$30,000 and authorize the Assistant County Administrator to sign, contingent on future budgets being adopted.

SUMMARY/JUSTIFICATION:

The Shaw Consulting agreement will provide Personnel/Risk Management with expertise and guidance in the disability interactive process. This agreement also provides expertise in the development of essential functions, position analyses and generalized human resource consulting and training.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Personnel
Risk Management

FINANCING:

There are funds available in Personnel Budget 010800

ATTACHMENTS:

1. County of Inyo Agreement

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 6/9/2022
Approved - 6/9/2022

Darcy Ellis
Keri Oney
John Vallejo
Amy Shepherd

Approved - 6/9/2022
Approved - 6/9/2022
Approved - 6/9/2022
Final Approval - 6/9/2022

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is hereby entered into this 14th day of June in the county of Inyo, State of California, by and between the County Of Inyo, hereinafter referred to as "ORGANIZATION" and Shaw HR Consulting, Inc., 107 N. Reino Road, # 414, Newbury Park, California 91320, Tax ID: 45-1449198, hereinafter referred to as "CONTRACTOR." ORGANIZATION and CONTRACTOR shall be collectively referred to as the Parties.

WHEREAS, ORGANIZATION is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the special services required by the ORGANIZATION, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties, for the consideration stated herein, mutually agree as follows:

1. Agreement Documents. The complete Independent Contractor Agreement (AGREEMENT) includes all of the Agreement documents including, the CONTRACTOR's Certificate Regarding Worker's Compensation Insurance, Insurance Policies or Certificates, this AGREEMENT, and all modifications, addenda, and amendments thereto, by this reference and are incorporated herein. This AGREEMENT documents are complementary and what is called for by any one shall be binding as if called for by all.
2. Scope. ORGANIZATION hereby engages CONTRACTOR as an Independent Contractor to: Provide disability interactive process professional services, development of Essential Functions Position Analyses™ and generalized human resources consulting and training.
3. Term. CONTRACTOR shall commence providing services under this AGREEMENT on June 14, 2022 and diligently perform as required services as described through June 30, 2023.
4. Compensation. ORGANIZATION agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT. ORGANIZATION shall pay CONTRACTOR according to the following terms and conditions:

- a. Such compensation shall be based on:

Rachel Shaw: \$350.00 per hour for consulting services and travel time, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

Angel Ho: \$275.00 per hour for consulting services, investigations and travel time, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

All other Staff: \$200.00 per hour, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

Payment method shall be made as invoiced upon completion of milestone/assignment or every 30 days, whichever comes first.

Payment shall be made upon approval of ORGANIZATION and receipt of an invoice from CONTRACTOR. CONTRACTOR's invoice shall be sent to: __Personnel Department _____, Attn.: __Keri Oney_____.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the ORGANIZATION, and are not entitled to benefits of any kind or nature normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation Insurance. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.
6. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, and submitted to, the ORGANIZATION and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by ORGANIZATION as a basis for such services.
7. Business Termination. In the event that CONTRACTOR shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of ORGANIZATION this AGREEMENT shall terminate and be of no further force and effect and any property or rights tangible or intangible, shall forthwith be returned to ORGANIZATION.
8. Termination. ORGANIZATION may, at any time, for any reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by ORGANIZATION shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

ORGANIZATION may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR; or (b) any act by CONTRACTOR exposing the ORGANIZATION to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by ORGANIZATION shall contain the reasons for such intention to terminate and unless with five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the ORGANIZATION may secure the required services from another contractor. If the cost to the

ORGANIZATION exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to ORGANIZATION. Written notice by ORGANIZATION shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

9. Duty to Provide Fit Workers. CONTRACTOR shall at all times enforce appropriate discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this AGREEMENT. It shall be the responsibility of the CONTRACTOR to ensure compliance with this section. Any person in the employ of the CONTRACTOR whom ORGANIZATION may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this AGREEMENT and shall not again provide services except with written consent of ORGANIZATION.
10. Hold Harmless. CONTRACTOR shall indemnify, defend and hold harmless, ORGANIZATION, its officers, employees, agents, and assigns from and against any and all claims, demands liability, judgments, awards, interest, attorney's fees, costs and expenses of whatsoever kind or nature, at any time arising out of any gross errors or omissions or willful misconduct on the part of the CONTRACTOR, unless the claim, demand liability, judgment, award, interest, attorneys' fee, cost or expense is caused by the negligent or willful misconduct of the ORGANIZATION, its officers, employees, agents, or assigns.
11. Insurance. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, take out prior to commencing the work, and maintain in force and effect, from the commencement of services until expiration of this AGREEMENT, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain a policy or policies of insurance covering CONTRACTOR'S and subcontractor's services and furnish to ORGANIZATION a certificate of insurance evidencing all Coverages and endorsements required hereunder. Said certificate of insurance shall be due upon execution of this AGREEMENT, or such subsequent date as agreed to by the ORGANIZATION. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverages shall be as follows.
 - (a) General Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000,000 per occurrence.
 - (b) Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000 per occurrence.
 - (c) Property Damage Insurance in an amount not less than \$1,000,000 per occurrence.
 - (d) Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$300,000 per occurrence.
 - (e) Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor code of the State of California.
 - (f) A thirty (30) day written notice to ORGANIZATION of cancellation or reduction in coverage.
12. Assignment. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this AGREEMENT or of its rights, title or interest in or to the same of any part thereof.

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the ORGANIZATION and shall be subject to the ORGANIZATION'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.
14. Conflict of Interest. CONTRACTOR affirms that to the best of his/her knowledge, there exists no actual or potential conflict between CONTRACTOR's family, business, or financial interest and the services provided under this AGREEMENT, and in the event of change in either private interests or services under this AGREEMENT, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the ORGANIZATION. CONTRACTOR shall not be in a reporting relationship to a ORGANIZATION employee who is near relative, nor shall a near relative be in a decision-making position with respect to the CONTRACTOR.
15. Affirmative Action Employment. In the performance of the terms of this AGREEMENT CONTRACTOR agrees that it will not engage in, nor permit such subcontractor as it may employ to engage in, unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
16. Notice. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this AGREEMENT, the addresses of the parties are as follows:

ORGANIZATION:

Personnel Department

P.O. Box 249

Independence, CA 93526

Attention: Keri Oney

CONTRACTOR:

Shaw HR Consulting, Inc

107 N. Reino Road # 414

Newbury Park, CA 91320

Attention: Rachel Shaw,

President

17. Non-Waiver. The failure by any one of the Parties to require performance of any provision shall not affect that Parties right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as to the date herein:

CONTRACTOR:

Shaw HR Consulting, Inc.

By: 
Authorized Signature

Print Name: Rachel Shaw

Title: President

Date: 06/08/2022

Tax ID: 45-1449198

ORGANIZATION:

By: _____
Authorized Signature

Print Name: _____

Title: _____

Date: _____



County of Inyo

Child Support Services

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Amy Weurdig

SUBJECT: Approval of Amendment No. 4 to CalServe Inc. Contract

RECOMMENDED ACTION:

Request Board approve Amendment No. 4 to the Agreement between the County of Inyo and CalServe Inc. for the provision of nationwide service of process, extending the term of the agreement from July 1, 2022 to June 20, 2024 and modifying the schedule of fees, contingent upon the Board's approval of future budgets.

SUMMARY/JUSTIFICATION:

CalServe is a national process server that ensures the service of court paperwork necessary for the establishment or enforcement of a child support order. While there are additional process servers located nationwide, it would be necessary to contact each one individually for any requests. CalServe ensures that we can serve necessary paperwork in a timely fashion and offers a consistent price for this service.

We respectfully request approval of Amendment No. 4 to the Agreement between the County of Inyo and CalServe Inc. to extend the term of the contract and modify the schedule of fees.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Contract and Amendments have been reviewed by County Counsel

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny approval of the Amendment. However, this is not the staff's recommendation as it would impede our ability to serve necessary documents outside of Inyo and Mono County.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Contingent upon the Board's approval and adoption of future budgets, funds are available in the proposed Child Support Budget (022501), Object Code 5265 (Professional Services) for FY 2022-2023. No County General funds will be used.

ATTACHMENTS:

1. CalServe Contract Amendment No. 4
2. Attachment A
3. CalServe Contract

APPROVALS:

Lauri Harner	Created/Initiated - 5/2/2022
Amy Weurdig	Approved - 5/12/2022
Darcy Ellis	Approved - 5/12/2022
Lauri Harner	Approved - 5/17/2022
Keri Oney	Approved - 5/17/2022
John Vallejo	Approved - 5/18/2022
Amy Shepherd	Final Approval - 5/19/2022

AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CALSERVE, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and **CalServe Inc., of Los Angeles, CA**, (hereinafter referred to as “Contractor”), have entered into an Agreement for the provision of **Independent Contractor Services** dated **June 18, 2020**, on County of Inyo Standard Contract **No. 116**, for the term **July 1, 2020 to June 30, 2022** (hereinafter referred to as “Agreement”).

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

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

County and Officer hereby amend such Agreement as follows:

- The term of the Agreement is amended to July 1, 2022 to June 30, 2024.
- The pricing shall be modified in accordance with Attachment A.

\\\\\\ INTENTIONALLY BLANK \\\\

AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CALSERVE, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Type or Print Name

Dated: _____

Taxpayer's Identification or Social Security Number:

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

Attachment A

Eastern Sierra Child Support Services
Calserve, Inc.

Price Form

Service Areas	Fee
Mono, Inyo Counties (no in-county service)	\$00.00
Kern, Los Angeles, Orange, San Bernardino*, San Diego*, Riverside*, and Ventura Counties (see Metro Zips)	\$95.00
All Other California Counties	\$165.00
National	\$225.00
International	\$325.00
Field Locates *	\$45.00+
Supplemental In-State Locate **	\$125.00
Supplemental Nation/International Locate **	\$250.00
RUSH (within 48 hours, metro venues)	\$85.00+
Documents returned NOT SERVED or CANCELLED after first attempt (per address furnished by LCSA)	\$50.00
Stake-outs/wait time (requested) 1 hour minimum	\$75.00/hr.
Investigation (at your request, 1 hour minimum)	\$200.00/hr.
Additional documents requiring a Proof of Service	\$45.00 ea.
In-house copying/printing	No Charge

*Resulting is successful service

** service of process additional

Note: There are no other charges associated with our service (i.e.: attempts, mileage or mailing).

The above pricing represents a firm offer from Calserve, Inc. for contract year July 1, 2022* to June 30, 2024*. Should the County wish to exercise an option to extend for additional terms, Calserve reserves the right to review and adjust pricing, subject to mutual agreement, to reflect the actual costs of providing service at that time. * This offer is subject to increase/reduction review June 1, 2023.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16th day of JUNE 2020 an order was duly made and entered as follows:

*Child Support
Services – CalServe
Amendment 3*

Moved by Supervisor Pucci and seconded by Supervisor Griffiths to approve Amendment No. 3 to the Agreement between the County of Inyo and CalServe Inc. for the provision of nationwide service of process, extending the term of the agreement from July 1, 2020 to June 30, 2022 and modifying the schedule of fees. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 16th
Day of JUNE, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter", is written over a horizontal line.

By: _____

Routing
CC: Purchasing: Personnel Auditor CAO: Other: Child Support Services DATE: June 19, 2020

2. CalServe Contract and Subsequent Amendments

APPROVALS:

Ursula Black	Created/Initiated - 6/3/2020
Darcy Ellis	Approved - 6/3/2020
Ursula Black	Approved - 6/3/2020
Sue Dishion	Approved - 6/5/2020
Marshall Rudolph	Approved - 6/5/2020
Amy Shepherd	Approved - 6/5/2020
Aaron Holmberg	Approved - 6/5/2020
Susanne Rizo	Final Approval - 6/5/2020

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CalServe, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

18th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF June, 2020.

COUNTY OF INYO

By: [Signature]
Dated: 6/18/20

CONTRACTOR

By: _____
Signature

Type or Print
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

ATTACHMENT A

Eastern Sierra Child Support Services
Calserve, Inc.

Price Form

Service Areas	Fee
Mono, Inyo Counties (no in-county service)	\$00.00
Alameda, Contra Costa, Fresno, Kern, Los Angeles, Madera, Merced, Orange, Sacramento, San Diego, San Joaquin, San Mateo, Santa Clara, Solano, Stanislaus, Ventura, Yolo Counties	\$50.00
All Other California Counties	\$80.00
National	\$150.00
International	\$200.00
Field Locates *	\$20.00
Supplemental In-State Locate **	\$85.00
Supplemental Nation/International Locate **	\$150.00
RUSH	\$25.00
Documents returned Not Served or Cancelled after first attempt (per address furnished by LCSA)	\$25.00
Stake-outs/wait time (requested) 1 hour minimum	\$40.00/hr.
Investigations (requested) 1 hour minimum	\$150.00/hr.
In-house copying/printing	No Charge

*Resulting is successful service ** service of process additional

Note: There are no other charges associated with our service (i.e.: attempts, mileage, courier or mailing).

The above pricing represents a firm offer from Calserve, Inc. for contract year July 1, 2020 to June 30, 2021. Should the County wish to exercise an option to extend for additional terms, Calserve reserves the right to review and adjust pricing, subject to mutual agreement, to reflect the actual costs of providing service at that time.

POLICY NUMBER: CP00961914

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Automatic Status Included Where Required by Written Contract. All Where Required by Written Contract.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

RECEIVED

JUN 21 2018

Eastern Sierra
Child Support Services

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CalServe, Inc
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

9th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF May, 2017.

COUNTY OF INYO

By: *Mark Filler*
Dated: 5/9/17

CONTRACTOR

By: _____
Signature

Type or Print
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CalServe, Inc
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: Mark Tella

Dated: _____

CONTRACTOR

By: 

Jay Jaker

Type or Print

Dated: 4-6-17

APPROVED AS TO FORM AND LEGALITY:


County Counsel

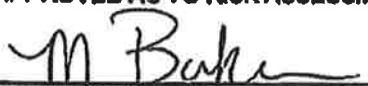
APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CalServe, Inc
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

25 IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF February, 2016.

COUNTY OF INYO

By: [Signature]

Dated: 02-25-2016

CONTRACTOR

By: _____
Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]

County Risk Manager

In the Rooms of the Board of Supervisors
County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 9th day of May 2017 an order was duly made and entered as follows:

CHILD SUPPORT – Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to approve
CALSERVE Amendment No. 2 to the agreement between the County of Inyo and CalServe Inc. for
CONTRACT the provision of nationwide service of process, increasing the not-to-exceed amount to
AMENDMENT 2 \$14,000, extending the term from June 30, 2017 to June 30, 2020, and modifying the
schedule of fees; and authorize the Chairperson to sign. Motion carried unanimously,
with Supervisor Pucci absent.

WITNESS my hand and the seal of said Board this 9th
Day of May, 2017



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Child Support DATE: May 18, 2017

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

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

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the 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.

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, 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.

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.

19. 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.

20. 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.

21. 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.

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

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

**AGREEMENT BETWEEN COUNTY OF INYO
AND Calserve, Inc.
FOR THE PROVISION OF Process Server SERVICES**

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

COUNTY OF INYO

By: [Signature]

Dated: 02-25-2014

CONTRACTOR

By: [Signature]
Signature

JAY GAKAR
Print or Type Name

Dated: 01.08.14

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Calserve, Inc.
FOR THE PROVISION OF Process Server SERVICES**

TERM:

FROM: January 1, 2013 **TO:** June 30, 2017

SCOPE OF WORK:

See attached Scope of Work (pages 1-4).

- 10. During the time that the Contractor has the service documents in its possession, It must report the status of all open cases every thirty (30) days or as may be requested by the County. The Contractor will provide the County with Web access to It database for instant case status. The County will submit to the Contractor a list of authorized County personnel for Web Access. The Contractor will issue and control passwords for access.**
- 11. The County shall provide to Contractor, at the time the case is assigned to the Contractor, all known valid addresses for service, whether of a residence or business. Once Contractor has received the documents, it must continue its attempts at service until:**
 - a. The documents are served in the prescribed manner or until forty-five (45) days have expired. If the Contractor has developed information that the Contractor believes will lead to a valid service of the documents, an additional fifteen (15) days may be granted to the Contractor for locate and service of the documents. These locates must be deemed to be "Field Locates" and be billed at the agreed to rate in (Exhibit).**
 - b. The time for service has expired; and**
 - c. Contractor has determined that further attempts at service at the address supplied by the County or discovered by the Contractor would be futile.**
- 12. Contractor shall within 7 business days of termination of its attempts at service for any of the reasons specified above, return to the County at the designated location the Notice of Not Found/Returned Not Served, and the service documents.**
- 13. Where substituted service is authorized, Contractor shall comply with reasonable diligence requirements (CCP 415.20(b)) before proceeding with substituted service, and must comply with all formal requirements, including, but not limited to, mailing a copy of the documents served to the address where the documents were delivered and completing the Proof of Service and Declaration of Due Diligence. These documents must be delivered to the County no later than the 7th business day after the date of mailing of the service documents.**
- 14. Contractor shall be able to affect service within a reasonable time in the State of California and all National and International venues or make three unsuccessful attempts at service and return the document to County within 45 days.**
- 15. In all instances, two (2) proofs of service forms must be completed and returned to the County. One proof of service must have a stamp, in lieu of signature, stating: "signature**

- 1. Penal Code Section 602.8 (c) (3)**
- 2. Business & Professional Code Sections 22350 – 22360**
- 3. Military & Veteran's Code Section 390**
- 4. Code of Civil Procedure Sections 262.2, 412.10 – 417.40, 487.020, 680.330, 687.040, 687.050, 706.108, 715,040, 1011(a)(b), 1012, 1013, 1013(a), 1015, 1016,, 1017, 1019.5, 1020, 1073, 1096, 1985, 1985.3, 1985.6, 1985.7, 1986.5, 1987, 1987.5, 1988,2020 (f)**

Family Code Section 17212

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Calserve, Inc.
FOR THE PROVISION OF Process Server **SERVICES****

TERM:

FROM: January 1, 2013

TO: June 30, 2014

SEE ATTACHED INSURANCE 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 effect 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.



County of Inyo



Coroner

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Denelle Carrington

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

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Cassidy Johnston for Personal Services for the term of July 1, 2022 through June 30, 2024, for a total contract amount not to exceed \$40,000, contingent upon the adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

There are upcoming vacancies in the Coroner's Office, and this position will train at both the Bishop and Lone Pine facilities so that there is no break in coverage. This position is key to providing services throughout Inyo County, including South County. This position does not participate in PERS.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this contract will be included in the Coroners Budget (023500) in the salary and benefits object codes.

ATTACHMENTS:

1. Johnston Contract 2022-2024

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington

Created/Initiated - 6/7/2022
Approved - 6/7/2022
Approved - 6/7/2022

Keri Oney
John Vallejo
Amy Shepherd

Approved - 6/7/2022
Approved - 6/7/2022
Final Approval - 6/7/2022

AGREEMENT BETWEEN COUNTY OF INYO
AND Cassidy Lynn Johnston
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

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

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from 07/01/2022 to 06/30/2024, unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \$ 40,000 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

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

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

4. WORK SCHEDULE.

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

5. PRE-EMPLOYMENT PHYSICAL.

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

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

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

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

7. SUPPLIES, EQUIPMENT, ETC.

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

8. COUNTY PROPERTY.

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

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

9. WORKERS' COMPENSATION.

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

10. STATUS OF OFFICER.

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

11. DEFENSE AND INDEMNIFICATION.

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

12. TERMINATION.

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

13. ASSIGNMENT.

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

14. DEFAULT.

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

15. NONDISCRIMINATION.

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

16. CONFIDENTIALITY.

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

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

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

17. CONFLICTS.

Officer agrees that he has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file a conflict of interest statement.

18. POST AGREEMENT COVENANT.

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

19. FUNDING LIMITATION.

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

20. AMENDMENT.

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

21. NOTICE.

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

County of Inyo	
Coroner	Department
325 W. Elm Street	Street
Bishop, CA 93514	City and State

Officer:	
Cassidy Lynn Johnston	Name
220 E. Post St / PO Box 755	Street
Lone Pine, CA 93545	City and State

County of Inyo Standard Contract - 201
(Appointed County Officer)

22. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND ^{Castro Lynn Johnston}
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

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

COUNTY OF INYO

OFFICER

By: _____

By: Castro Lynn Johnston

Dated: _____

Dated: 06/03/2022

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Director of Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Cassidy Lynn Johnston
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 07/01/2022 **TO:** 06/30/2024

SCOPE OF WORK:

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

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

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

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Cassidy Lynn Johnston
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 07/01/2022 **TO:** 06/30/2024

SCHEDULE OF FEES:

\$1,350.00/month

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Cassidy Lynn Johnston
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

07/01/2022 06/30/2024
FROM: _____ **TO:** _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Per diem and reimbursements to be paid as per county's travel policy.



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: County Counsel

SUBJECT: Findings Pursuant to AB 361 Authorizing Remote Board of Supervisors Meeting

RECOMMENDED ACTION:

Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

SUMMARY/JUSTIFICATION:

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Inyo County Health Officer currently recommends that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda materials. Adopting the recommended action would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing or the state of emergency continues to directly impact the ability of the members to meet safely in person. In order to continue to meet under those modified rules, the Board will again need to reconsider the circumstances of the state of emergency and again make at least one of the additional findings required by AB 361.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If your Board chooses to not make the required findings, the Board must meet in person as required by the Brown Act, and any Board Member participating via teleconference must make their location open and available to the public during the meeting.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. AB 361 Public Meeting Recommendations

APPROVALS:

Darcy Ellis
John Vallejo

Created/Initiated - 5/19/2022
Final Approval - 5/20/2022



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

Public Health, Suite 203-C
1360 N. Main Street, Bishop CA 93514
TEL: (760) 873-7868 FAX: (760) 873-7800

Marilyn Mann, Director
mmann@inyocounty.us

Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

From: Dr. James Richardson, Inyo County Public Health Officer

Re: Continued Recommendation Re Social Distancing and Remote Meetings

In order to help minimize the spread of COVID-19, I recommend that physical/social distancing measures continue to be practiced throughout our Inyo County communities, including at public meetings of the Board of Supervisors and other public agencies. Individuals continue to contract COVID-19 and spread the infection throughout our communities. Social distancing, masking, and vaccination are crucial mitigation measures to prevent the disease's spread. Remote public agency meetings allow for the participation of the community, agency staff, presenters, and board members in a safe environment, with no risk of contagion. As such, and since this disease negatively and directly impacts the ability of public agencies to conduct public meetings safely in person, it is my recommendation that local public agencies conduct their public meetings remotely.

This recommendation will remain in place until further notice.

Dr. James A. Richardson
Inyo County Health Officer



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: John Vallejo

SUBJECT: Approval of Amendment No. 4 to the Agreement between the County of Inyo and Gregory L. James of Bishop

RECOMMENDED ACTION:

Request Board approve Amendment No. 4 to the Agreement between the County of Inyo and Gregory L. James of Bishop, CA, for the provision of water/environmental attorney services regarding matters at the direction of the County Counsel modifying certain provisions of the Agreement, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

As your Board is aware, Mr. James has represented Inyo County on water/environmental law related matters for decades, as both a County employee and a contractor. His expertise on such matters has proven to be invaluable to this and previous County Counsels. This contract amendment is made to create one contract rate for all legal services provided instead of different rates depending on the forum to which the legal matters relate. The limit on the amount payable under the contract will remain the same at \$25,000 per fiscal year, with an obligation to incur services up to the contract limit. The contract will also automatically renew each year for administrative efficiency purposes.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to amend this agreement and allow it to expire. This is not recommended.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Financing is included in County Counsel's Budget 010700 Object Code 5265 in the 2022/2023 budget in the amount of \$25,000.

ATTACHMENTS:

1. Amendment No. 4
2. Greg James Attorney Services Agreement

3. Amendment No. 1
4. Amendment No. 2
5. Amendment No. 3

APPROVALS:

John Vallejo
John Vallejo
Darcy Ellis
Keri Oney
John Vallejo
Amy Shepherd

Created/Initiated - 5/26/2022
Approved - 5/31/2022
Approved - 6/1/2022
Approved - 6/1/2022
Approved - 6/1/2022
Final Approval - 6/3/2022

AMENDMENT NUMBER 4

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018 on County of Inyo Standard Contract No.123, for the term from July 1, 2019 through June 30, 2021 (extend and/or modified with Amendment Nos. 1-4)

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. TERM. is amended to read as follows:

"The term of this Agreement shall be from July 1, 2019 until terminated as provided below."

2. Paragraph 3.E. Limit Upon Amount Payable Under Agreement is amended to read as follows:

"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement in each fiscal year during which this Agreement is in effect, including incidental expenses, if any, shall not exceed \$25,000 (Twenty-Five Thousand Dollars), (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit."

3. Attachment B SCHEDULE OF FEES paragraph 1.a is amended to read as follows:

"a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Seventy Five Dollars (\$175.00) per hour or increments thereof, for all work and services provided by Contractor to County under this Agreement."

4. The effective date of this Amendment to the Agreement is July 1, 2022.

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

AMENDMENT NUMBER 4

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Gregory L. James
Signature

Gregory L. James
Type or Print

Dated: 5/27/2022

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the County Counsel.

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, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2019 to June 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A.

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

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for incidental expenses.

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

E. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed \$25,000.00 Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except as provided in the Scope of Work (Attachment A), 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 items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

A. 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,

2. Including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** 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.
3. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** per accident for bodily injury and property damage.
4. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$ N/A** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
5. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** per occurrence or claim.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.
The County, its officers, officials, employees, and volunteers are to be covered as Insured's on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
2. Primary Coverage.
For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Notice of Cancellation.
Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
4. Waiver of Subrogation.
Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. 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 County.

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

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

F. Verification of Coverage. Contractor shall furnish the County 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, 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.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, 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. 88-362) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

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

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees 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.

16. 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 fifteen (15) 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.

17. 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-three (23) below.

18. 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 205.60, 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.

19. 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. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

20. 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.

21. 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.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding to the Inyo County Water Department or other sources. In the event that such funding falls, 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 thirty (30) 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-three (23) (Amendment).

23. 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.

24. NOTICE.

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

COUNTY OF INYO:

<u>Office of County Counsel</u>	Department
<u>P.O. Box M</u>	Address
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:

<u>Gregory L. James</u>	Name
<u>1839 Shoshone Drive</u>	Address
<u>Bishop, CA 93514</u>	City and State


25. 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.

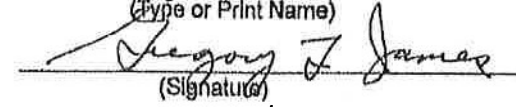
**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 28th DAY OF May, 2019.

COUNTY OF INYO

By: 
Dated: 05-28-19


CONTRACTOR

By: Gregory L. James
(Type or Print Name)

(Signature)
Dated: 4/1/2019

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

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ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING LAND USE VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCOPE OF WORK:

1. Upon request, Contractor shall represent and advise County, its agents, officers and employees regarding on such matters as sought by the County Counsel's office including without limitation Adventure Trails, Crystal Geysers, Munroe Valley, and other matters as deemed necessary to meet the County's legal needs as determined by the County Counsel. In this regard Contractor will bill each cause on which he provides services to the County Counsel separately each month.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Office of County Counsel for storage.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel at his Independence office. Contractor shall also provide to the County Counsel at his Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
9. Further, as may be agreed upon by County and Contractor, Contractor shall represent and advise the County, and such of its agents, officers, and employees that the County may designate, in pending and potential non-water related litigation or disputes before State and Federal courts, county, state and federal administrative agencies, arbitrations and/or mediation proceedings.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Seventy Five (\$175.00) per hour or increments thereof, for all work and services directly related to litigation provided by Contractor to County under this Agreement; and County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all other work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Actual Costs
Witness fees	Rate approved by County Counsel Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.

AMENDMENT NUMBER 1
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2019 through June 30, 2020.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2021, unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2020.
All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL

28th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF May, 2020.

COUNTY OF INYO

By: [Signature]
Dated: 05/28/20

CONTRACTOR

By: [Signature]
Signature
Gregory L. James
Type or Print
Dated: 5/1/2020

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

AMENDMENT NUMBER 2
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2019 on County of Inyo Standard Contract No.123, for the term from July 1, 2019 through June 30, 2021 (extend with Amendment No. 1)

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2022, unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2021.


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

AMENDMENT NUMBER 2


AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
15th DAY OF June, 2021

COUNTY OF INYO

By: 
Dated: 06/15/2021

CONTRACTOR

By: 
Signature
Gregory L. James
Type or Print
Dated: May 26, 2021

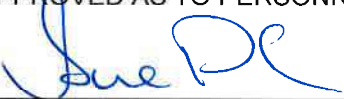
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

AMENDMENT NUMBER 3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2019 through June 30, 2021 ("Agreement").

WHEREAS, Amendment No. 2 to the Agreement extended the contract term through fiscal year 2021/2022, but did not provide for a specific limit on the amount of compensation available for the term extension.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 3.E. Limit upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement in each fiscal year during which this Agreement is in effect, including incidental expenses, if any, shall not exceed \$25,000 Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2021.

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

AMENDMENT NUMBER 3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
8th DAY OF February 2022.

COUNTY OF INYO

By: 

Dated: 02/08/2022

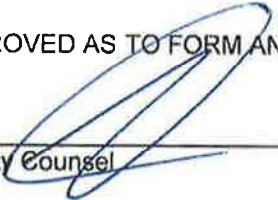
CONTRACTOR

By: _____
Signature


Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

The effective date of this Amendment to the Agreement is July 1, 2021.

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

AMENDMENT NUMBER 3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____ 2022.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Type or Print

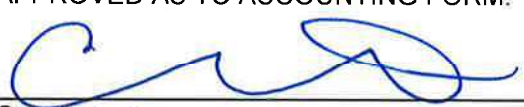
Dated: _____

APPROVED AS TO FORM AND LEGALITY:




County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

The effective date of this Amendment to the Agreement is July 1, 2021.

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

AMENDMENT NUMBER 3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____ 2022.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

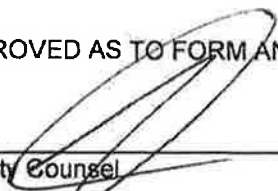
By: Gregory L. James
Signature

Gregory L. James

Type or Print

Dated: January 13, 2022

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: John Vallejo

SUBJECT: Approval of Amendment No. 12 to the Agreement between the County of Inyo and Gregory L. James of Bishop

RECOMMENDED ACTION:

Request the Board approve Amendment No. 12 to the Agreement between the County of Inyo and Gregory L. James of Bishop, CA, for the provision of water/environmental attorney services regarding natural resources modifying certain provisions of the Agreement, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

As your Board is aware, Mr. James has represented Inyo County on water/environmental law related matters for decades, as both a County employee and a contractor. His expertise on such matters has proven to be invaluable to County Administration. This contract amendment is made to create one contract rate for all legal services provided instead of different rates depending on the forum to which the legal matters relate. The limit on the amount payable under the contract will remain the same at \$60,000 per fiscal year, with no obligation to incur services up to the contract limit. The contract will also automatically renew each year for administrative efficiency purposes.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to amend this agreement. This is not recommended as the sight change to the contract rate is warranted given significantly increasing costs over the history of this agreement and the fact that the rate remains very reasonable for Mr. James' expertise and assistance and the amendment is consistent with concurrently proposed amendments to the other agreements between Mr. James and the County.

OTHER AGENCY INVOLVEMENT:

Agencies with responsibility for renewable energy as well as environmental and natural resource issues.

FINANCING:

Funding for this contract is provided through the Natural Resources Budget (010204). Professional Services Object Code (5265) and is included in the Fiscal Year 2022-2023 Budget.

ATTACHMENTS:

1. Amendment No. 12
2. Greg James Agreement and Amendment Nos. 10 and 11

APPROVALS:

John Vallejo	Created/Initiated - 5/26/2022
John Vallejo	Approved - 5/31/2022
Darcy Ellis	Approved - 6/1/2022
Keri Oney	Approved - 6/1/2022
John Vallejo	Approved - 6/1/2022
Amy Shepherd	Final Approval - 6/1/2022

AMENDMENT NUMBER 12

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 25, 2013 on County of Inyo Standard Contract No.123, for the term from July 1, 2013 through June 30, 2022 (extend and/or modified with Amendment Nos. 1-11)

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. TERM. is amended to read as follows:

"The term of this Agreement shall be from July 1, 2013 until terminated as provided below."

2. Paragraph 3.E. Limit Upon Amount Payable Under Agreement is amended to read as follows:

"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement in each fiscal year during which this Agreement is in effect, including incidental expenses, if any, shall not exceed \$60,000 (Sixty Thousand Dollars), (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit."

3. Attachment B SCHEDULE OF FEES paragraph 1.a is amended to read as follows:

"a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Seventy Five Dollars (\$175.00) per hour or increments thereof, for all work and services provided by Contractor to County under this Agreement."

4. The effective date of this Amendment to the Agreement is July 1, 2022.

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

AMENDMENT NUMBER 12

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES

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

COUNTY OF INYO

By: _____

Dated: _____

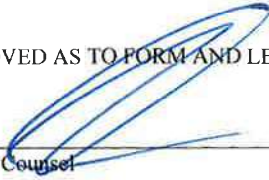
CONTRACTOR

By: Gregory L. James
Signature

Gregory L. James
Type or Print

Dated: 5/27/2022

APPROVED AS TO FORM AND LEGALITY:

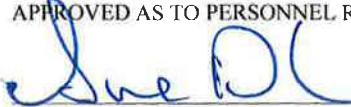


County Counsel

APPROVED AS TO ACCOUNTING FORM:

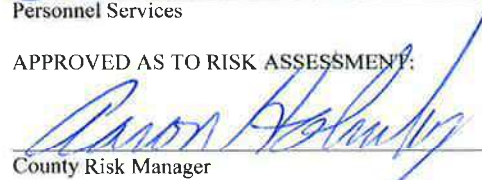
Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AMENDMENT NUMBER 11 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gregory L. James, Esq.
FOR THE PROVISION OF WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James, Esq. of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 25, 2013, on County of Inyo Standard Contract No. 123, for the term from July 1, 2013 to June 30, 2022.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. TERM is amended to read as follows:

"The term of this Agreement shall be from July 1, 2013 to June 30, 2023, unless sooner terminated as provided below."

///NOTHING FOLLOWS\\

The effective date of this Amendment to the Agreement is July 1, 2023.

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

**AMENDMENT NUMBER 11 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Greg L. James, Esq.
FOR THE PROVISION OF WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

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

____ DAY OF _____, _____.

COUNTY OF INYO

By: Leslie R. Chapman

Dated: 4/20/22

CONTRACTOR

By: Greg James
Signature

Greg James
Type or Print

Dated: 3/30/22

APPROVED AS TO FORM AND LEGALITY

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Marindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg
County Risk Manager

AMENDMENT NUMBER 10

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES, ESQ.
FOR THE PROVISION OF
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Legal Services dated June 25, 2013, on County of Inyo Standard Contract No. 123, for the term from July 1, 2013 through June 30, 2021 (extended with Amendment #9).

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. **TERM.** is amended to read as follows:

"The term of this Agreement shall be from July 1, 2013 to June 30, 2022, unless sooner terminated as provided below."

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2021.

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

AMENDMENT NUMBER 10

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES, ESQ.
FOR THE PROVISION OF
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES

18th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF May, 2021

COUNTY OF INYO

By: 

Dated: 5/18/21

CONTRACTOR

By: _____

Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

AMENDMENT NUMBER 10

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES, ESQ.
FOR THE PROVISION OF
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Gregory L. James
Signature

Gregory L. James
Type or Print

Dated: 5/10/2021

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 RISK ASSESSMENT:

County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the County Counsel.

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, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2013 to June 30, 2014 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A.

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

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

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

E. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed **\$30,000.00** Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except as provided in the Scope of Work (Attachment A), 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 items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

A. 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 **\$1,000,000.00** 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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** 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 **\$ N/A** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** per occurrence or claim.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insured's on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by

or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

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

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. 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 County.

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

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

F. Verification of Coverage. Contractor shall furnish the County 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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

10. STATUS OF CONTRACTOR. All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the 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.

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, 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.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, 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.

14. CANCELLATION.

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

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees 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.

16. 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 fifteen (15) 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.

17. 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-four (24) below.

18. CONFIDENTIALITY.

Contractor 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.

19. 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. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

20. 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.

21. 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.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding to the Inyo County Water Department or other 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 thirty (30) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

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

25. NOTICE.

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

COUNTY OF INYO:

<u>Office of County Counsel</u>	Department
<u>P.O. Box M</u>	Address
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:

<u>Gregory L. James</u>	Name
<u>1839 Shoshone Drive</u>	Address
<u>Bishop, CA 93514</u>	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 25 DAY OF June, 2013.

COUNTY OF INYO

By: Linda Arcularius
Dated: 6-25-13

CONTRACTOR

By: Gregory L James
(Type or Print Name)
Gregory L James
(Signature)
Dated: 5/30/2013

APPROVED AS TO FORM AND
LEGALITY:

R. Miller
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

dg:Contracts\MiscContracts\Water/EnvironmentalAttorneyCAO.123.GJames

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

TERM:

FROM: July 1, 2013 TO: June 30, 2014

SCOPE OF WORK:

1. Upon request, Contractor shall represent and advise County, its agents, officers and employees regarding all aspects of natural resources law, including but not limited to development of solar power facilities in the County.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Office of County Counsel for storage.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel at his Independence office. Contractor shall also provide to the County Counsel at his Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
9. Further, as may be agreed upon by County and Contractor, Contractor shall represent and advise the County, and such of its agents, officers, and employees that the County may designate, in pending and potential non-water related litigation or disputes before State and Federal courts, county, state and federal administrative agencies, arbitrations and/or mediation proceedings.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES

TERM:

FROM: July 1, 2013 TO: June 30, 2014

SCHEDULE OF FEES:

1. **COMPENSATION:**

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. **INCIDENTAL EXPENSES:**

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Computer Assisted Research	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

TERM:

FROM: July 1, 2013 TO: June 30, 2014

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: John Vallejo

SUBJECT: Approval of Amendment No. 5 to the Agreement between the County of Inyo and Gregory L. James of Bishop

RECOMMENDED ACTION:

Request the Board approve Amendment No. 5 to the Agreement between the County of Inyo and Gregory L. James of Bishop, CA, for the provision of legal services regarding Yucca Mountain Nuclear Repository modifying certain provisions of the Agreement, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

As your Board is aware, Mr. James has extensive experience providing legal services to the County for a variety of water and environmental law related issues. Mr. James has represented the County on Yucca Mountain related matters since October of 2008. This contract amendment is made to adjust the contract term provisions to allow for automatic renewals.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment, which will result in this contract expiring. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Planning Department.

FINANCING:

Funding is included in the Planning Yucca Mountain Department Budget 620605 in the 2022/2023 budget.

ATTACHMENTS:

1. Amendment No. 5.
2. Greg James Attorney Services Agreement Yucca Mountain
3. Amendment No. 1

4. Amendment No. 3
5. Amendment No. 4

APPROVALS:

John Vallejo	Created/Initiated - 5/26/2022
John Vallejo	Approved - 5/31/2022
Darcy Ellis	Approved - 6/1/2022
Cathreen Richards	Approved - 6/1/2022
Keri Oney	Approved - 6/1/2022
John Vallejo	Approved - 6/1/2022
Amy Shepherd	Final Approval - 6/1/2022

AMENDMENT NUMBER 5

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 25, 2013 on County of Inyo Standard Contract No.123, for the term from July 1, 2013 through June 30, 2022 (extend and/or modified with Amendment Nos. 1-4)

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. TERM. is amended to read as follows:

"The term of this Agreement shall be from July 1, 2013 until terminated as provided below."

2. The effective date of this Amendment to the Agreement is July 1, 2022.

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

AMENDMENT NUMBER 5

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Gregory L. James
Signature

Gregory L. James
Type or Print

Dated: 5/27/2022

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the County Counsel.

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, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2018 to June 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A**.

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

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment **B**), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

D. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not

be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

E. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed **\$25,000.00** Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. **WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of

these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except as provided in the Scope of Work (Attachment A), 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 items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

A. 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 **\$1,000,000.00** 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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** 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 **\$ n/a** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** per occurrence or claim.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

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

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. 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 County.

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

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

F. Verification of Coverage. Contractor shall furnish the County 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the 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.

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, 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.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, 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.

14. CANCELLATION.

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

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees 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.

16. 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 fifteen (15) 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.

17. 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-three (23) below.

18. CONFIDENTIALITY.

Contractor 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.

19. 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. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

20. 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.

21. 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.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding to the Inyo County Yucca Mountain Repository Assessment Office or other 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 thirty (30) 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-three (23) (Amendment).

23. 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.

24. NOTICE.

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

COUNTY OF INYO:	
<u>Office of County Counsel</u>	Department
<u>P.O. Box M</u>	Address
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:	
<u>Gregory L. James</u>	Name
<u>1839 Shoshone Drive</u>	Address
<u>Bishop, CA 93514</u>	City and State

25. 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 GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 5th DAY OF June, 2018.

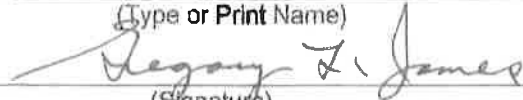
COUNTY OF INYO

By: 

Dated: 6-5-18

CONTRACTOR

By: Gregory L. James
(Type or Print Name)


(Signature)

Dated: 4/7/2018

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

s:\CoCo\Contracts\Misc\Greg James\WaterEnvironmentalAttorneyYuccaMt.123. GJames 04262018

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2018 TO: June 30, 2019

SCOPE OF WORK:

1. Contractor shall advise and represent Inyo County, its agents, officers and employees regarding all aspects of the Yucca Mountain Nuclear Repository Licensing Proceedings conducted before the Nuclear Regulatory Commission, and any appeals arising therefrom to State or Federal Courts.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Electronic copies of documents received and created by Contractor shall be delivered to County Counsel's Office to be stored..
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2018 TO: June 30, 2019

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment **A** which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. and c. below, County will pay Contractor One Hundred Eighty Five Dollars (\$185.00) per hour ("hourly rate") or increments thereof, for all work and services provided by Contractor to County under this Agreement.
- b. For each hour worked under the provisions of this Agreement by the Contractor in excess of one hundred (100) hours in any calendar month, Contractor will be paid an additional premium of Forty Dollars (\$40.00) per hour. This premium is in addition to the hourly rate set forth in paragraph a. above.
- c. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES WILL BE REIMBURSED/CREDITED AS BILLED:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Computer Assisted Research	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs

ATTACHMENT B - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2018 TO: June 30, 2019

SCHEDULE OF FEES:

Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2018 TO: June 30, 2019

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment **B**) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.

AMENDMENT NUMBER 1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2018 through June 30, 2019.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2020, unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2019.

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

AMENDMENT NUMBER 1
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY

28th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF May, 2019.

COUNTY OF INYO

By: 

Dated: 05-28-19

CONTRACTOR

By: 

Signature

Gregory L. James

Type or Print

Dated: 4/1/2019


APPROVED AS TO FORM AND LEGALITY:


County Counsel

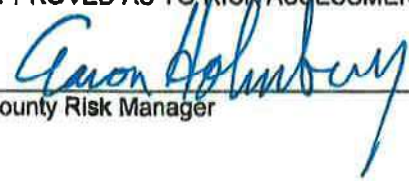
APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

s/CoCo/Contract/Modified/GJAmnd1.03212019 YuccaMt

AMENDMENT NUMBER 3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2018 through June 30, 2019.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. TERM. is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2022 unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2021.


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

AMENDMENT NUMBER 3

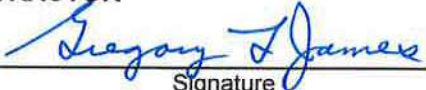
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
15th DAY OF June 2021

COUNTY OF INYO

By: 
Dated: 06/15/2021


CONTRACTOR

By: 
Signature
Gregory L. James
Type or Print
Dated: May 26, 2021


APPROVED AS TO FORM AND LEGALITY:


County Counsel

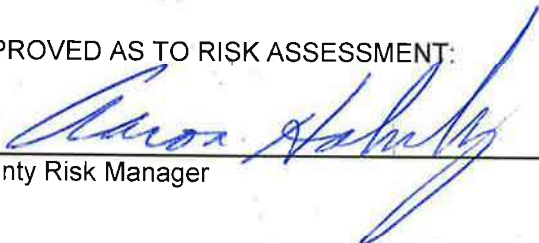
APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

s/CoCo/Contract/Modified/GJAmnd3 05/19/2021YuccaMt

AMENDMENT NUMBER 4

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2018 through June 30, 2019 ("Agreement").

WHEREAS, Amendment No. 3 to the Agreement extended the contract term through fiscal year 2021/2022, but did not provide for a specific limit on the amount of compensation available for the term extension.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 3.E. Limit upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement in each fiscal year during which this Agreement is in effect, including incidental expenses, if any, shall not exceed \$25,000 Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2021.

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

AMENDMENT NUMBER 4

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
8th DAY OF February 2022.

COUNTY OF INYO

By: 

Dated: 02/08/2022


CONTRACTOR

By: _____
Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

The effective date of this Amendment to the Agreement is July 1, 2021.

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

AMENDMENT NUMBER 4

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
_____ DAY OF _____ 2022.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

The effective date of this Amendment to the Agreement is July 1, 2021.

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

AMENDMENT NUMBER 4

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____ 2022.

COUNTY OF INYO

By: _____

Dated: _____

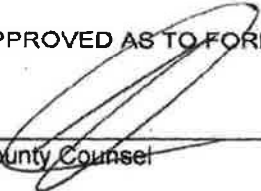
CONTRACTOR

By: Gregory L. James
Signature

Gregory L. James
Type or Print

Dated: January 13, 2022

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: John Vallejo

SUBJECT: Approval of Amendment No. 3 to the Agreement between the County of Inyo and Gregory L. James of Bishop

RECOMMENDED ACTION:

Request the Board approve Amendment No. 3 to the Agreement between the County of Inyo and Gregory L. James of Bishop, CA, for the provision of water/environmental attorney services regarding Water Department modifying certain provisions of the Agreement, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

As your Board is aware, Mr. James has represented Inyo County on water/environmental law related matters for decades, as both a County employee and a contractor. His expertise on such matters has proven to be invaluable to this and previous County Counsels. This contract amendment is made to create one contract rate for all legal services provided instead of different rates depending on the forum to which the legal matters relate. The limit on the amount payable under the contract will remain the same at \$60,000 per fiscal year, with no obligation to incur services up to the contract limit. The contract will also automatically renew each year for administrative efficiency purposes.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to amend this agreement and allow it to expire. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Water Department

FINANCING:

Funding will be included in the Water Department's Budget 024102 Object Code 5265 in the 2022/2023 budget in the amount of \$60,000.

ATTACHMENTS:

1. Amendment No. 3

2. Greg James Attorney Services Agreement
3. Amendment No. 2

APPROVALS:

John Vallejo	Created/Initiated - 5/26/2022
John Vallejo	Approved - 5/31/2022
Darcy Ellis	Approved - 6/1/2022
Keri Oney	Approved - 6/1/2022
Aaron Steinwand	Approved - 6/1/2022
John Vallejo	Approved - 6/1/2022
Amy Shepherd	Final Approval - 6/1/2022

AMENDMENT NUMBER 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018 on County of Inyo Standard Contract No.123, for the term from July 1, 2019 through June 30, 2022 (extend and/or modified with Amendment Nos. 1-2)

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. TERM. is amended to read as follows:

"The term of this Agreement shall be from July 1, 2019 until terminated as provided below."

2. Paragraph 3.E. Limit Upon Amount Payable Under Agreement is amended to read as follows:

"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement in each fiscal year during which this Agreement is in effect, including incidental expenses, if any, shall not exceed \$60,000 (Sixty Thousand Dollars), (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit."

3. Attachment B SCHEDULE OF FEES paragraph 1.a is amended to read as follows:

"a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Seventy Five Dollars (\$175.00) per hour or increments thereof, for all work and services provided by Contractor to County under this Agreement."

4. The effective date of this Amendment to the Agreement is July 1, 2022.

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

AMENDMENT NUMBER 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT

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

COUNTY OF INYO

By: _____

Dated: _____

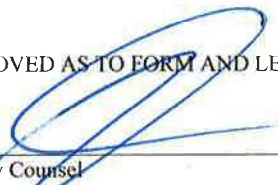
CONTRACTOR

By: 
Signature

Gregory L. James
Type or Print

Dated: 5/27/2022

APPROVED AS TO FORM AND LEGALITY:

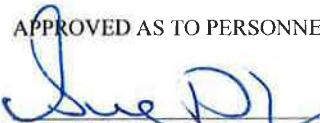


County Counsel

APPROVED AS TO ACCOUNTING FORM:

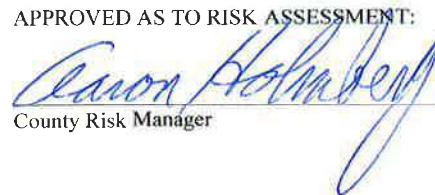
Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the Office of County Counsel.

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, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2019 to June 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A.

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

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

D. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not

be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

E. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed \$100,000.00 Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except as provided in the Scope of Work (Attachment A), 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 items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

A. 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 **\$1,000,000.00** 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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** 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 **\$ N/A** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** per occurrence or claim.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insured's on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

County of Inyo Standard Contract – Water
(Independent Contractor – Schedule of Fees
Including Incidental Expenses/Schedule of Per Diem)

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

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

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. 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 County.

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

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

F. Verification of Coverage. Contractor shall furnish the County 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the 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.

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, 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.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, 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.

14. CANCELLATION.

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

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees 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.

16. 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 fifteen (15) 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.

17. 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-three (23) below.

18. 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.

19. 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. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

20. 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.

21. 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.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding to the Inyo County Water Department or other 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 thirty (30) 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-three (23) (Amendment).

23. 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.

24. NOTICE.

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

COUNTY OF INYO:

<u>Office of County Counsel</u>	Department
<u>P.O. Box M</u>	Address
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:

<u>Gregory L. James</u>	Name
<u>1839 Shoshone Drive</u>	Address
<u>Bishop, CA 93514</u>	City and State

25. 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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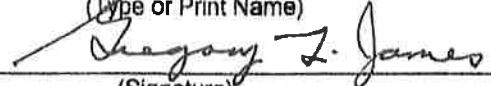
**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 28th DAY OF May, 2019.

COUNTY OF INYO

By: 
Dated: 05-28-19

CONTRACTOR

By: Gregory L. James
(Type or Print Name)

(Signature)
Dated: 4/1/2019

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

s:\Contracts\MiscContracts\Greg James\Water/EnvironmentalAttorney\WtrDept.123.GJames 03202019

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCOPE OF WORK:

1. Contractor shall advise and represent Inyo County, its agents, officers and employees regarding all aspects of water and environmental law involving the operation and activities of the Inyo County Water Department. Specifically these responsibilities include:
 - Advise concerning legal issues involved in the joint management of Owens Valley water resources with the City of Los Angeles Department of Water and Power (LADWP) under the Long Term Water Agreement (LTWA), entered as Stipulated Judgment in the Inyo County Superior Court;
 - Advise regarding legal issues related to the implementation, oversight and enforcement of all activities and projects, including enhancement/mitigation projects, provided for in or arising from, the LTWA, the Final Environmental Impact Report (FEIR) for the LTWA, the Memorandum of Understanding (MOU) between the County, LADWP, the State Lands Commission, California Department of Fish and Game, the Sierra Club and the Owens Valley Committee, which resolves their concerns over the adequacy of the FEIR;
 - Advise and provide guidance concerning anticipated litigation and/or Dispute Resolution arising from the LTWA, FEIR, and MOU;
 - Advise the County Water Department concerning legal issues involved in monitoring the water and vegetation environment of the Owens Valley;
 - Advise and assist in coordinating, developing, and preparing the County's position, and the evidence supporting it, for disputes under the (LTWA), and for other water related litigation;
 - Advise the Board of Supervisors, Director of the Water Department, County Counsel and other County officers and employees concerning potential impacts of court decisions, activities, projects, legislation, and administrative actions on the County's water resources; and become involved as may be directed by the Board of Supervisors and/or the County Counsel, in such decisions, activities, projects, legislation and actions;
 - Under the supervision and direction of the County Counsel, represent the County, its agents, officers and employees in water related litigation; and
 - Make presentation on water and environmental related legal topics to the Board of Supervisors, County Water Commission, other County Officers and employees, federal and state agencies, citizens and residents of the County, environmental and other non-profit groups.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCOPE OF WORK:

4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Electronic copies of documents received and created by Contractor shall be delivered to County Counsel's Office to be stored.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Seventy Five (\$175.00) per hour or increments thereof, for all work and services directly related to litigation provided by Contractor to County under this Agreement; and County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all other work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES WILL BE REIMBURSED/CREDITED AS BILLED:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2019

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 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 AUTO CLUB INSURANCE AGENCY LLC/PHS 72253882 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265		CONTACT NAME: PHONE (868) 487-8730 (A/C, No, Ext): FAX (888) 443-8112 (A/C, No): E-MAIL ADDRESS:																									
INSURED GREGORY JAMES 1839 SHOSHONE DR BISHOP CA 93514-8115		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>The Sentinel Insurance Company</td> <td>NAIC#</td> <td>11000</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> <td></td> </tr> </table>		INSURER A:	The Sentinel Insurance Company	NAIC#	11000	INSURER B:				INSURER C:				INSURER D:				INSURER E:				INSURER F:			
INSURER A:	The Sentinel Insurance Company	NAIC#	11000																								
INSURER B:																											
INSURER C:																											
INSURER D:																											
INSURER E:																											
INSURER F:																											

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		72 SBM BC4253	04/23/2019	04/23/2020	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOO OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

Those usual to the Insured's Operations. County of Inyo are an additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER

County of Inyo
 PO BOX M
 INDEPENDENCE CA 93526-0812

CANCELLATION

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

Susan L. Castaneda



Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO

TX 78251

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730

SERVICE.TX@THEHARTFORD.COM

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CST .

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

AUTO CLUB INSURANCE AGENCY LLC/FHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER

The Hartford
Hartford Fire Insurance Company and its Affiliates
One Hartford Plaza, Hartford, Connecticut 06155



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 72 SBM BC4253 DX

Named Insured and Mailing Address; GREGORY JAMES

1839 SHOSHONE DR
BISHOP CA 93514

Policy Change Effective Date: 05/06/19

**Effective hour is the same as stated in the
Declarations Page of the Policy.**

Policy Change Number: 001

Agent Name: AUTO CLUB INSURANCE AGENCY LLC/PHS
Code: 253682

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - VENDOR

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 05/06/19

Page 001

Policy Effective Date: 04/23/19
Policy Expiration Date: 04/23/20

POLICY NUMBER: 72 SBM BC4253



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDOR

COUNTY OF INYO
PO BOX M
INDEPENDENCE CA 93526

AMENDMENT NUMBER 2

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2019 through June 30, 2020.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. TERM. is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2022, unless sooner terminated as provided below.

2. Paragraph 3. CONSIDERATION is amended to read as follows:

The "contract limit" specified in Paragraph 3(E) of the Agreement (entitled "Limit upon amount payable under Agreement") is decreased from \$160,000 to \$60,000.00.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2020.

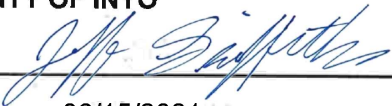
All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 2

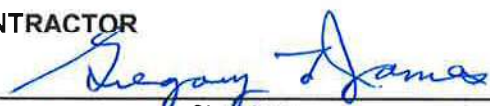
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
15th DAY OF June, 2021

COUNTY OF INYO

By: 
Dated: 06/15/2021


CONTRACTOR

By: 
Signature
Gregory L. James
Type or Print
Dated: May 25, 2021


APPROVED AS TO FORM AND LEGALITY:


County Counsel

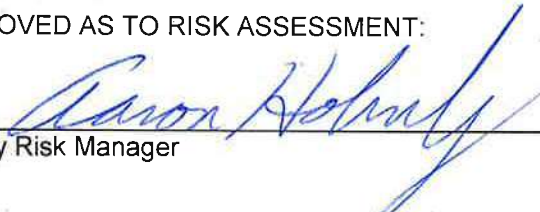
APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager



County of Inyo



Environmental Health

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Jerry Oser

SUBJECT: Request Board approve Resolution for provisions of AB 1276

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-19, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Appointing the Environmental Health Department as the Enforcement Agency for AB 1276," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The intent of AB 1276 is to reduce the waste generated by unwanted single-use items and condiments. The new law isn't part of the Retail Food Code, but since the Environmental Health Department (EHD) already oversees food facilities as part of its Retail Food Program, it makes sense that the EHD manages the provisions of AB 1276 within the Public Resources Code as part of that program. Per AB 1276 (specifically, Public Resources Code section 42272), the County is required to appoint an agency to serve as the enforcement agency for AB 1276. This resolution fulfills that requirement by making EHD oversight official.

BACKGROUND/HISTORY OF BOARD ACTIONS:

AB 1276 took effect on January 1, 2022, and counties have until June 1 to appoint an enforcement agency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The law doesn't say how a county needs to appoint an enforcement agency, only that a county needs to. A resolution is certainly a way to do what we need. If your Board wished for an alternative method of appointment, the EHD would be happy to figure that out.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

No fiscal impact as we'll simply include AB 1276 oversight as part of our routine food facility inspections.

ATTACHMENTS:

1. AB 1276 Resolution

APPROVALS:

Jerry Oser
Darcy Ellis
Jerry Oser
Keri Oney
John Vallejo
Amy Shepherd

Created/Initiated - 5/27/2022
Approved - 5/27/2022
Approved - 6/1/2022
Approved - 6/1/2022
Approved - 6/1/2022
Final Approval - 6/2/2022

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
APPOINTING THE ENVIRONMENTAL HEALTH DEPARTMENT
AS THE ENFORCEMENT AGENCY FOR AB 1276

WHEREAS, Governor Gavin Newsom signed into law AB 1276 on October 5, 2021;

WHEREAS, AB 1276 generally requires that restaurants do not provide single-use foodware accessories, such as plastic utensils, and prepackaged condiments, such as ketchup and mustard, to customers unless the customer specifically requests it;

WHEREAS, the intent of AB 1276 is to reduce the waste generated by unwanted single-use items and condiments;

WHEREAS, per Public Resources Code section 42272, a county must authorize an enforcement agency to enforce the provisions of AB 1276;

WHEREAS, and the Inyo County Environmental Health Department conducts two annual inspections of food facilities as part of its permitting and enforcement of the Retail Food Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo as follows: The Inyo County Environmental Health Department will enforce AB 1276 as part of its retail food facility inspection program.

PASSED AND ADOPTED by the Board of Supervisors, County of Inyo, State of California, this __ day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

Chairperson
INYO COUNTY BOARD OF SUPERVISORS

*ATTEST: Leslie Chapman
Clerk of the Board*

by: _____
Darcy Ellis, Assistant



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Lucy Vincent

SUBJECT: Request Board approve Amendment No. 1 of the contract between Inyo County HHS-BH and TeleConnect Therapies

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Teleconnect Therapies of Avalon, CA, increasing the contract to an amount not to exceed \$129,040, representing an increase of \$70,000 to the contract, and extending the term end date from June 30, 2022 to December 31, 2022, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

As the contracted Mental Health Plan, we are required to have a certain number of therapists available to provide services to our clients. We contracted with TeleConnect Therapies in January 1, 2021, due to having vacancies that are difficult to fill and team members who are out on extended leave. The Department is requesting approval of the renewal of this contract while we continue to recruit and hire the staff required to meet our service delivery requirements under our contract with the Department of Health Care Services. This will enable us to provide timely services to clients in need.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this contract with TeleConnect Therapies and we would have to put clients on a wait list until we have staff hired and trained, as well as impact our ability to meet network adequacy standards required by the State.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

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

Funds.

ATTACHMENTS:

1. Amendment No. 1 Teleconnect Therapies Contract

APPROVALS:

Lucy Vincent	Created/Initiated - 5/27/2022
Darcy Ellis	Approved - 5/27/2022
Lucy Vincent	Approved - 6/3/2022
Marilyn Mann	Approved - 6/6/2022
Anna Scott	Approved - 6/6/2022
Melissa Best-Baker	Approved - 6/6/2022
John Vallejo	Approved - 6/7/2022
Amy Shepherd	Approved - 6/7/2022
Anna Scott	Final Approval - 6/8/2022

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TELECONNECT THERAPIES OF AVALON, CALIFORNIA
FOR THE PROVISION OF PSYCHOTHERAPY VIA TELEMEDICINE**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Teleconnect Therapies of Avalon, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of psychotherapy via telemedicine dated March 16, 2022, for the term from 1/1/2022 to 6/30/2022.

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

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

NOW, THEREFORE, County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2 of the Agreement shall be revised as follows:

"The term of this Agreement shall be from January 1, 2022 to December 31, 2022 unless sooner terminated as provided below. Term may be extended by mutual written consent of the parties as described under the AMENDMENT section of this Agreement."

2. Paragraph 3.D of the Agreement shall be revised to increase the not-to-exceed amount from \$59,040 to \$129,040 (one hundred twenty nine thousand forty dollars).
3. Attachment B shall be replaced with the attached Attachment B. The revised Attachment B increases the hourly fee from \$125.00 per hour to \$132.00 per hour.
4. The effective date of this Amendment to the Agreement is July 1, 2022.

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

[SIGNATURE PAGE FOLLOWS]

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TELECONNECT THERAPIES OF AVALON, CALIFORNIA
FOR THE PROVISION OF PSYCHOTHERAPY VIA TELEMEDICINE**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND TELECONNECT THERAPIES
FOR THE PROVISION OF TELE THERAPY SERVICES**

TERM:

FROM: July 1, 2022 TO: December 31, 2022

SCHEDULE OF FEES:

Scope of Work	Schedule of Fees
Initial Assessment or Reassessment of patient, including: *Review of referral source information and pre-visit PHQ9/PHQA, GAD-7, and/or PSC-35 results; *50-60- minute Face to Face biopsychosocial interview with patient, with some simultaneous EHR documentation	\$132
*Up to 90-minutes additional time to complete written initial biopsychosocial assessment report, or reassessment report, including medical necessity documentation, in EHR	\$132
2 nd Initial Assessment or Re-assessment patient visit-45-60 minutes face to face with patient, and up to 30-additional minutes for completion of report in EHR; To be pre-approved by ICDHHS only for complex cases not able to be thoroughly assessed or reassessed within one visit.	\$132
Mental Health Therapy: Including 50-60 minute remote face to face time with patient (Minimum 40-minutes with children), and up to 30-additional minutes completing session progress notes in EHR as required.	\$132
Therapy Treatment Plan, Discharge Summary or patient Transfer Summary including review of chart, documentation in EHR and any required collaboration	\$66

QA Clinical Chart Review including system review, thorough clinical review, and written report to PIQA Manger (up to 90-minutes)	\$132
QA Clinical Chart Review- each additional 30-minutes to complete review and report	\$66
Patient "No-Show" in which the patient does not show for a scheduled appointment and does not cancel the appointment prior to the scheduled appointment time.	\$66 (Billing by Contractor to be limited to 1 for each 4-hour block of time scheduled)
Therapist attendance at County-required trainings, including EHR, documentation, cultural competency, and/or other required trainings, per hour.	\$75

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21st day of December 2021 an order was duly made and entered as follows:

*HHS-Behavioral
Health –
Teleconnect
Therapies Contract*

Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve the agreement between the County of Inyo and Teleconnect Therapies of Avalon, CA for the provision of psychotherapy via telemedicine in an amount not to exceed \$59,040 for the period of January 1, 2022 through June 30, 2022 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 21st
Day of December, 2021



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: January 5, 2022

**AGREEMENT BETWEEN COUNTY OF INYO
AND TELECONNECT THERAPIES
FOR THE PROVISION OF TELE THERAPY SERVICES**

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from January 2, 2022 to June 30, 2022

unless sooner terminated as provided below. Term may be extended by mutual written consent of the parties as described under AMENDMENT section of this agreement.

3. CONSIDERATION.

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

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Fifty-nine Thousands and forty Dollars (\$59,040) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County. Contractor therapists shall have four (4) scheduled weeks off per year, for which County will not be charged. Time off will be scheduled with County at least 1-month in advance.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

County shall provide and maintain all videoconferencing equipment and office space at the clinic (originating) site and will provide a safe environment for the provision of teletherapy services to patients as outlined in Attachment A in this Agreement. County shall designate an onsite County staff person to assist the mutual County/Contractor patients as necessary before, during and after teletherapy appointments. Contractor shall provide at the provider (distant) such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse

or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify Inyo 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 damage which was caused by the sole negligence or willful misconduct of Inyo County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated

thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo
Health & Human Services Department
1360 North Main Street, Suite 124 Address
Bishop, CA 93514 City and State

Contractor:
TeleConnect Therapies Name
P.O. Box 1665 Address
Avalon, CA 90704 City and State

24. ENTIRE AGREEMENT.

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

25. SUBCONTRACTOR COMPLIANCE REQUIREMENTS

As a mental health plan subcontractor, Contractor agrees to abide by all rules and requirements contained within Attachment D.

AGREEMENT BETWEEN COUNTY OF INYO
AND TELECONNECT THERAPIES
FOR THE PROVISION OF TELE THERAPY SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR
HANDS AND SEALS THIS 16th DAY OF March, 2022

COUNTY OF INYO

CONTRACTOR

By: *Dan Totheroh*

By: *Dawn Sampson*

Signature

Signature

Dan Totheroh

Dawn Sampson, CEO

Print or Type Name

Print or Type

Name

Dated: 03/16/2022

Dated: 12-10-21

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Trace Churchla

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Sue DL

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND TELECONNECT THERAPIES FOR THE PROVISION OF TELE THERAPY SERVICES

TERM:

FROM: 1/2/2022 TO: 6/30/2022

SCOPE OF WORK:

I. Program Operation

- A. County shall determine the number of contracted hours per month for Contractor services. County will also identify a contact person for Contractor services at County Clinic.
- B. County shall provide videoconferencing equipment and consultation space at County site that is compliant with all California DHCS/ Medi-Cal requirements.
- C. Patient Eligibility Criteria:
 - 1. Must be a registered patient of County.
 - 2. Must consent to receive telemental health services and consent to all other procedures associated with the teletherapy program including sharing of medical records necessary for coordination of patient care between Contractor and County.
 - 3. Must be deemed clinically appropriate for teletherapy services by Contractor.
- D. County will schedule patients for initial medical necessity screening and assessments an agreed upon scheduling system.
- E. Prior to initiating services County and Contractor shall agree upon procedures for evaluation and treatment of patients who are determined by Contractor to be a potential danger to themselves, to others, or to be gravely disabled and unable to care for themselves. Contractor will follow the agreed upon procedures as needed during each patient's course of care.
- F. During the CA COVID-19 State of Emergency Declaration therapy services may be provided by Contractor directly to patients in their homes using medical-grade HIPAA-compliant Zoom software, at the request of the County. Contractor will follow procedures established by County for patient registration and communication with County staff during this period.
- G. County will provide the patient with an orientation to the telemental health system prior to initial appointment with Contractor.
- H. On each date of scheduled service in which a patient is scheduled for a teletherapy appointment in the County mental health clinic, a videoconference

connection will be established prior to the patient appointment following an agreed upon process.

- I. Following an initial clinical evaluation patients who are found to meet medical necessity criteria for ongoing telemental health services are given regularly scheduled appointments, as clinically indicated, to be scheduled using the County's desired scheduling system.
- J. If the Contractor therapist determines that a psychiatric consult is recommended, Contractor will use the County's system for referrals to psychiatric services. If the patient is seen by a psychiatrist, Contractor will consult with psychiatrist as clinically appropriate to coordinate patient care.
- K. If at any time Contractor believes a patient has transitioned to a lower level of care, County staff will be notified and appropriate referrals will be made.
- L. Consult with Clinical Administrator if contractor feels patient's needs cannot be met by tele therapist.
- M. County shall provide Contractor with necessary training on Electronic Health Record system and will provide remote access to system. Contractor will follow County procedures for clinical documentation.
- N. Contractor providers shall have 4 scheduled weeks off per year, for which County will not be charged. Time off will be scheduled at least 1-month in advance. During each provider's days off another licensed mental health professional will be available by telephone for patient urgent mental health needs.
- O. If Contractor or County must cancel a date of service due to unforeseen illness, injury, natural disaster or other unavoidable event, the County will not be billed. In the event of a cancellation, the County will be notified as soon as possible to reschedule patients.
- P. County to share all subpoenas and/or authorized written requests for patient therapy records or therapy reports directly to the Contractor therapist providing the patient's care for authorization prior to release of any patient records to the patient or to a third party.

II. Contractor Responsibilities:

In addition to Contractor responsibilities outlined above under "Program Operation" Contractor shall:

- A. Provide biopsychosocial and diagnostic assessments for scheduled patients including a provisional diagnosis within business day after initial appointment.
- B. Provide a written biopsychosocial assessment report on each patient, using County-approved format according to County timeline.
- C. Complete patient progress note in County EHR system following each date of service following County timeline.
- D. Provide a written patient treatment plan, reassessment, and discharge summary for each patient following County directed format and timeline.
- E. Complete Quality Assurance Clinical Chart reviews including system review, thorough clinical review, and written report to PIQA Manger, as assigned by County.
- F. Provide proof of annual

1. HIPPA privacy and security training
- G. Complete county required trainings (i.e. cultural competency (totaling 4 hours), compliance, fraud waste and abuse)

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND TELECONNECT THERAPIES
FOR THE PROVISION OF TELE THERAPY SERVICES**

TERM:

FROM: 1/2/2022 TO: 6/30/2022

SCHEDULE OF FEES:

Scope of Work	Schedule of Fees
Initial Assessment or Reassessment of patient, including: *Review of referral source information and pre-visit PHQ9/PHQA, GAD-7, and/or PSC-35 results; *50-60- minute Face to Face biopsychosocial interview with patient, with some simultaneous EHR documentation	\$125
*Up to 90-minutes additional time to complete written initial biopsychosocial assessment report, or reassessment report, including medical necessity documentation, in EHR	\$125
2 nd Initial Assessment or Re-assessment patient visit-45-60 minutes face to face with patient, and up to 30-additional minutes for completion of report in EHR; To be pre-approved by ICDHHS only for complex cases not able to be thoroughly assessed or reassessed within one visit.	\$125
Mental Health Therapy: Including 50-60 minute remote face to face time with patient (Minimum 40-minutes with children), and up to 30-additional minutes completing session progress notes, and/or treatment plans in EHR as required.	\$125
Therapy discharge summary or patient transfer summary including review of chart, documentation in	\$62.50

EHR and any required collaboration with new therapist	
QA Clinical Chart Review including system review, thorough clinical review, and written report to PIQA Manger (up to 90-minutes)	\$125
QA Clinical Chart Review- each additional 30-minutes to complete review and report	\$62.50
Patient "No-Show" in which the patient does not show for a scheduled appointment and does not cancel the appointment prior to the scheduled appointment time.	\$62.50 (Billing by Contractor to be limited to 1 for each 4-hour block of time scheduled)
Therapist attendance at County-required cultural competency, compliance, fraud waste and abuse, and/or other trainings, per hour.	\$75

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND TELECONNECT THERAPIES
FOR THE PROVISION OF TELE THERAPY SERVICES**

TERM:

FROM: 1/2/2022 TO: 6/30/2022

SEE ATTACHED INSURANCE

PROVISIONS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

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

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

Professional Liability: Insurance as appropriate to the Contractor's profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

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

monitoring expenses with limits sufficient to respond to these obligations. Check with Risk Management if CL is required.

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

OTHER INSURANCE PROVISIONS

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (should be applicable only to professional liability)

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

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

-end-

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO AND TELECONNECT THERAPIES FOR THE PROVISION OF TELE THERAPY SERVICES

TERM:

FROM: 1/2/2022 TO: 6/30/2022

Mental Health Plan (MHP) Subcontractor Compliance Requirements

Disclosures

The MHP, Inyo County Mental Health, ensures collection of disclosures of ownership, control, and relationship information for persons who have an ownership or control interest in the MHP, if applicable, and ensures its subcontractors and network providers submit disclosures to the MHP regarding the network provider's (disclosing entities) ownership and control. (42 C.F.R. Section 455.101 and 104).

As a condition of enrollment, the MHP must require providers to consent to criminal background checks including fingerprinting when required to do so by DHCS or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider. (42 C.F.R. § 455.434(a).)

The MHP requires providers, or any person with a 5% or more direct or indirect ownership interest in the provider, to submit fingerprints when applicable. (42 C.F.R. § 455.434(b)(1) and (2)).

The MHP shall ensure that its subcontractors and network providers submit the disclosures below to the MHP regarding the network providers' (disclosing entities') ownership and control. The subcontractor is required to submit updated disclosures to the MHP upon submitting the provider application, before entering into or renewing the network providers' contracts, within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104. (MHP Contract, Ex. A, Att. 13)

Disclosures must include:

- a) The name and address of any person (individual or corporation) with an ownership or control interest in the network provider.
- b) The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- c) Date of birth and Social Security Number (in the case of an individual);
- d) Other tax identification number (in the case of a corporation with an ownership

- or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
- e) Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
 - f) The name of any other disclosing entity in which the
 - g) Contractor or subcontracting network provider has an ownership or control interest; and The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
 - h) The MHP shall provide DHCS with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from DHCS during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.

The MHP must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

1. The ownership of any subcontractor with whom the MHP has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
2. Any significant business transactions between the MHP and any wholly owned supplier, or between the MHP and any subcontractor, during the 5-year period ending on the date of the request.
3. The MHP must obligate network providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

The MHP shall submit the following disclosures to DHCS regarding the MHP's management:

1. The identity of any person who is a managing employee of the MHP who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
2. The identity of any person who is an agent of the MHP who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

Compliance Monitoring

The subcontractor will meet with the Inyo County Medi-Cal Compliance Officer to review the Provider Manual, Compliance Training, Code of Conduct and Conflict of

Interest. The MHP shall monitor the performance of its subcontractors and network providers on an ongoing basis for compliance with the terms of the MHP contract and shall subject the subcontractors' performance to periodic formal review. (MHP Contract, Ex. A, Att. 8), if the MHP identifies deficiencies or areas of improvement, the MHP and the subcontractor shall take corrective action. (MHP Contract, Ex. A, Att. 8).

The MHP has a process, at the time of hiring/ contracting, to confirm the identity and exclusion status of all providers (employees, network providers, subcontractors, person's with ownership or control interest, managing employee/agent of the MHP). This includes checking the:

- a) Social Security Administration's Death Master File.
- b) National Plan and Provider Enumeration System (NPPES)
- c) Office of the Inspector General List of Excluded Providers and Entities (LEIE)
- d) System of Award Management (SAM)
- e) Department's Medi-Cal Suspended and Ineligible List (S&I List). MHP Contract, Ex. A, Att. 13; 42 C.F.R. §§ 438.602(b)(d) and 455.436

If the MHP finds a party that is excluded, it must promptly notify DHCS. (42 C.F.R. §438.608(a)(2), (4).

The MHP has a process to confirm monthly that no providers are on the:

- a) OIG List of Excluded Individuals/Entities (LEIE).
- b) System of Award Management (SAM) Excluded Parties List System (EPLS).
- c) DHCS Medi-Cal List of Suspended or Ineligible Providers (S&I List). (42 C.F.R. §§ 438.608(d), an 455.436)

Fraud Reporting

The MHP, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the MHP for coverage of services and payment of claims under the MHP Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to DHCS about the following:

- 1) Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a)(7); MHSUDS IN No. 19-034)
- 2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2); MHSUDS IN No. 19-034)
- 3) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the MHP. 42 C.F.R. § 438.608(a)(4).)

If the MHP identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying DHCS, the MHP shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

The Inyo County Medi-Cal Compliance Officer can be reached at 760-872-3273.



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Lucy Vincent

SUBJECT: Approval of a contract between the County of Inyo and Dr. Anne Goshgarian

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Dr. Anne Goshgarian of Bishop, CA to serve as the HHS Substance Use Disorder Medical Director in an amount not to exceed \$21,600.00 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Dr. Anne Goshgarian has been serving as the Inyo County Health and Human Services Substance Use Disorder (SUD) program Medical Director since November of 2019. She continues to be involved in the Northern Inyo Healthcare District (NIHD) Rural Health Clinic Medication Assisted Treatment (MAT) program for opioid use disorder. Our SUD program has benefited greatly from Dr. Goshgarian's expertise and guidance. This contracted position has not only led to greater coordination between Inyo County's SUD program and the NIHD MAT program; it has also ensured SUD program compliance with State physician oversight requirements. We respectfully request permission to renew this contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny approval of this contract. This would result in a need to identify an alternative physician to function as the medical director for SUD.

OTHER AGENCY INVOLVEMENT:

Northern Inyo Hospital and other agencies involved in the provision of services to persons with substance use disorders.

FINANCING:

State grant funds. This contract will be paid out of the Health Budget (045100), object code Professional Services (5265) with MAT grant funds. No County General Funds.

ATTACHMENTS:

1. SUDMD Dr. Goshgarian Agreement FY 22-23
2. QSO BAA for SUD Services

APPROVALS:

Lucy Vincent	Created/Initiated - 6/1/2022
Darcy Ellis	Approved - 6/1/2022
Lucy Vincent	Approved - 6/1/2022
Marilyn Mann	Approved - 6/6/2022
Anna Scott	Approved - 6/6/2022
Melissa Best-Baker	Approved - 6/6/2022
John Vallejo	Approved - 6/9/2022
Amy Shepherd	Approved - 6/9/2022
Marilyn Mann	Final Approval - 6/9/2022

Twenty One Thousand Six Hundred _____ Dollars and no
cents (\$21,600.00 _____) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application

thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>HHS-Behavioral Health</u>	Department
<u>1360 North Main Street</u>	Address
<u>Bishop, California 93514</u>	City and State

Contractor:	
<u>Dr. Anne Goshgarian</u>	Department
<u>428 Reina Road</u>	Address
<u>Bishop, California 93514</u>	City and State

24. ENTIRE AGREEMENT.

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

#

**AGREEMENT BETWEEN COUNTY OF INYO
AND DR. ANNE GOSHGARIAN
FOR THE PROVISION OF SUD MEDICAL DIRECTOR SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

CONTRACTOR

By: 

Signature

Anne Goshgarian
Type or Print Name

Dated: **6/2/2022**

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND DR. ANNE GOSHGARIAN
FOR THE PROVISION OF SUD MEDICAL DIRECTOR SERVICES**

TERM:

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

SCOPE OF WORK:

Purpose:

Inyo County HHS-SUD division must remain in compliance with Title 22 of the California Code of Regulations, which states: "For a provider to receive reimbursement for Drug Medi-Cal substance use disorder services, those services, shall be provided by or under the direction of a physician" (22 CCR section 51341.1 (h)).

Duties of a Medical Director may vary, but at a minimum, they are responsible for:

- * Reviewing each beneficiary's personal, medical and substance abuse history;
- * Documenting the basis for the SUD diagnosis in the beneficiary's individual chart;
- * Determining whether SUD services are medically necessary in the record/chart;
- * Ensuring physical exam requirements are met within 30 days;
- * Receiving CME in addiction medicine annually

Objectives of this contract:

- * Meet the requirements of an SUD medical director as outlined above;
- * Provide clinical coaching and mentoring to SUD program staff;
- * Serve as a clinical bridge and liaison between services provided at Northern Inyo Hospital District, the Rural Health Clinic, and HHS;
- * Provide oversight on the development of HHS SUD clinical policies, procedures, and processes.

Scope of Work - for no more than 8 hours per month:

- * Use the Inyo HHS electronic health record (currently Kingsview/Cerner) to review each beneficiary's personal, medical, and substance abuse history, determine whether SUD services are medically necessary, and ensure that the basis for the SUD diagnosis is documented in the record;
- * Review, approve, and sign treatment plans and treatment plan updates;
- * Review and sign continuing services justification between 5 and 6 months post-admission unless continuing treatment services are determined no longer medically necessary;
- * Be available to discuss and provide guidance on specific cases, problems, and treatment interventions with Inyo HHS staff on an individual or group basis;
- * Review and approve changes to policy, procedure, and practice for the HHS SUD division.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND DR. ANNE GOSHGARIAN
FOR THE PROVISION OF SUD MEDICAL DIRECTOR SERVICES**

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

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND DR. ANNE GOSHGARIAN
FOR THE PROVISION OF SUD MEDICAL DIRECTOR SERVICES

The County Medical Malpractice Memorandum of Coverage provides coverage for Medical Professional Services and Limited General liability in amounts of at least \$1,500,000 per occurrence. For the term of this Agreement, Contractor will be covered under the County's Medical Malpractice coverage for the services rendered on behalf of the County and/or at County facilities.

COUNTY OF INYO
QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE
AGREEMENT (QSO/BA AGREEMENT)
FOR SUBSTANCE USE DISORDER SERVICES

This Qualified Service Organization/Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as “HHS-BH,” and Dr. Anne Goshgarian, an independent contractor, herein referred to as “Physician”

This Agreement is effective as of July 1, 2022 (the “Agreement Effective Date.”)

HHS-BH and the Physician hereby enter into an agreement whereby the Physician agrees to provide the services described in Exhibit A: Scope of Services. Furthermore, the Treatment Center:

1. acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from HHS-BH identifying or otherwise relating to the patients of the Physician (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164;
2. agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
3. agrees that it will not use or disclose protected health information except as permitted or required by this Agreement or by law;
4. agrees that, when the Physician uses, discloses, or requests protected health information, it will limit the use, disclosure, or request to the minimum necessary;
5. agrees that if the Physician enters into a contract with any agent, including a subcontractor, the agent will agree to comply with 42 C.F.R. Part 2 and HIPAA, and, if the Physician learns of a pattern or practice by the agent that is a material breach of the contract with the Physician, to take reasonable steps to cure the breach or terminate the contract, if feasible;
6. agrees to comply with HIPAA’s security provisions with regard to electronic protected health information, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
7. agrees to report breaches of protected information to HHS-BH;
8. agrees to report to HHS-BH in writing of any use or disclosure of the protected information not provided for in this Agreement of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 USC Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR Section 164.308(b)].
9. agrees to ensure that any agent, including a subcontractor, to whom the Physician provides protected information received from the HHS-BH, or creates or receives on behalf of HHS-BH,

agrees to the same restrictions and conditions that apply through this Agreement to the Physician with respect to such information;

10. agrees to provide access to the protected information at the request of HHS-BH, or to an individual as directed by HHS-BH, in order to meet the requirements of 45 C.F.R. §164.524 which provides patients with the right to access and copy their own protected information. Protected information shall be made available to HHS-BH for inspection and copying within ten (10) days of a request by HHS-BH to enable HHS-BH to fulfill its obligations under the Privacy Rule, or for amendment to protected information as directed or agreed to by HHS-BH pursuant to 45 C.F.R. §164.526;
11. agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the HHS-BH, or created or received by the Physician on behalf of HHS-BH, to HHS-BH or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the Program's compliance with HIPAA within ten (10) days of request;
12. agrees to document disclosures of protected information, and information related to such disclosures, as would be required for HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
13. agrees to provide HHS-BH or an individual information in accordance with paragraph (9) of this agreement to permit HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

Termination

1. HHS-BH may terminate this Agreement if it determines that the Physician has violated any material term.
2. Upon termination of this Agreement for any reason, the Physician shall return or destroy all protected information received from HHS-BH, or created or received by the Physician on behalf of HHS-BH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Physician. The Physician shall retain no copies of the protected information.
3. In the event that the Physician determines that returning or destroying the protected information is infeasible, the Physician shall notify HHS-BH of the conditions that make return or destruction infeasible.
4. Upon notification that the return or destruction of the protected information is infeasible, the Physician shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the Physician maintains the information.

Executed this ____ day of _____, 20____.

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

County of Inyo Health and Human Services
Behavioral Health

Physician

By: _____

By:  _____

Print Name: _____

Print Name: **Anne Goshgarian** _____

Title: _____

Title: **Substance Use Medical Director**

Date: _____

Date: **6/2/2022** _____



County of Inyo



Health & Human Services - Social Services

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Tyler Davis

SUBJECT: Approval of the contract with Inyo County Office of Education for Stage I CalWORKs Child Care Services

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and the Inyo County Office of Education for the provision of Stage I Child Care Services, in an amount not to exceed \$170,000.00, for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize Chairperson to sign.

SUMMARY/JUSTIFICATION:

The County has successfully contracted and collaborated with the Inyo County Office of Education (ICOE) for the services provided through Child Care Connection for over sixteen years. The Contractor takes referrals for child care on behalf of parents who are participating in CalWORKs, assists in finding child care if needed, helps develop high quality child care, and pays the authorized providers. This program also assists newly employed parents to keep their childcare relationships as long as they are eligible, and then move them to other funding sources as possible.

The ICOE is the only agency of this type that is local and is able to manage child care subsidies. HHS is respectfully recommending your Board approve this contract for FY 2022/2023, which will ensure continued subsidized child care services for our CalWORKs families.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to support this contract, which would mandate that services be provided within the Health and Human Services department. We do not have sufficient staff to add these tasks and would need to hire two staff members to duplicate the services being provided at Child Care Connection. We would also lose the easy integration of funding sources for Child Care Connection for persons using childcare who have increased their earned income and are transitioning out of Stage 1 childcare services.

OTHER AGENCY INVOLVEMENT:

Inyo County Office of Education, Child Care Connection.

FINANCING:

The funding allocation is 100% State and Federal funds. This contract is budgeted in Social Services (055800) in Professional Services (5265). No County General funds.

ATTACHMENTS:

1. FY 22-23 ICOE Agreement

APPROVALS:

Tyler Davis	Created/Initiated - 5/24/2022
Darcy Ellis	Approved - 5/24/2022
Tyler Davis	Approved - 6/2/2022
Darcia Blackdeer-Lent	Approved - 6/2/2022
Marilyn Mann	Approved - 6/6/2022
Melissa Best-Baker	Approved - 6/6/2022
John Vallejo	Approved - 6/9/2022
Amy Shepherd	Approved - 6/9/2022
Marilyn Mann	Final Approval - 6/9/2022

AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Stage 1 Child Care services of Inyo County Office of Education of Independence, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

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

(\$ 170,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Health and Human Services</u>	Department
<u>PO Drawer A</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>PO Drawer G</u>	Address
<u>Independence, CA 93526</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education

FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: Barry D. Simpson
Signature

Barry D. Simpson
Print or Type Name

Dated: 5/11/22

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Christian E. Milovich

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

TERM:

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

SCOPE OF WORK:

The Inyo County Office of Education (ICOE), known herein as the sub-recipient, shall provide the following childcare services:

1. Fulfill all requirements for the provision of Child Care set forth in AB 1542 (stats, 1997, c.270) and SB-70 and added to the Education Code as Title I, Division I, Part 6, Chapter 2, Article 15.5 (commencing with section 8350), and such guidelines and regulations as set forth in California Code of Regulations, Title 5, Division 1, Chapters 19 and 19.5DSS ACL 97-73 and ACL 11-38, and hereby incorporated in to this agreement by reference, except those duties specifically assigned to local Health and Human Services (HHS) Department in this agreement.
2. Accept Referrals for Child Care from HHS on a daily basis and provide services to families in an expedited manner. HHS and ICOE will agree on a mutually acceptable process for the assurance of eligibility of clients for both services and hours.
3. Designated staff from both agencies shall set up regular meetings to evaluate process and procedures and assure the best service possible to families. These meetings will include mutual education concerning the two agencies.
4. ICOE and the COUNTY will work together to recruit licensed Child Care Providers and to encourage quality improvement in license-exempt child care arrangements.
5. COUNTY will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - o Review of financial and performance reports required by the pass-through entity.
 - o Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - Review of financial and performance reports required by the pass-through entity.
 - Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - Issuing a management decision for audit findings pertaining to the Federal award provide to the subrecipient from the pass-through entity as required by 200.521 Management decision.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES****

TERM:

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

SCHEDULE OF FEES:

Funding from Department of Health and Human Services (DHHS) will be used to pay this contract. This is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This contract is a sub-award of the federal award to California Department of Social Services to County of Inyo (EIN 95-6005445). The CFDA number is 93.558-Temporary Assistance for Needy Families. The County of Inyo allocation for July 1, 2022-June 30, 2023 is estimated to be \$170,000.00.

Pursuant to 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Subrecipients that meet this threshold are required to submit their annual Single or Program Specific Audit to Health and Human Services (HHS).

Pursuant to 2 CFR Part 200 — Subpart D, HHS requires Subrecipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant's report of Agreed Upon Procedures applied to the program funded by the sub-award.

An indirect cost rate shall not exceed 15%.

1. COUNTY will pay direct cost of the child care services provided. These costs must be invoiced for all children enrolled in Stage 1 Child Care Program and be based upon the services listed in the Scope of Work.
2. COUNTY will pay Administrative/Indirect Costs, which must not be more than 15% of the actual invoiced costs.
3. Notwithstanding Paragraph 3.E. Invoices will be billed monthly on the 20th day of each month.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education

FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

TERM:

FROM: July 1, 2022

TO: June 30, 2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: Insurance Requirements for Child Care Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, sexual abuse and molestation, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

OTHER INSURANCE PROVISIONS

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

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

Attachment C: Insurance Requirements for Child Care Services

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

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

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. Contractor's insurance shall be excess of subcontractor's insurance if subcontractor has insurance. Contractor's insurance shall be primary if subcontractor lacks insurance.

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

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

Claims Made Policies (note – should be applicable only to professional liability, see below)

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

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

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

Attachment C: Insurance Requirements for Child Care Services

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

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

CERTIFICATE OF LIABILITY COVERAGE

DATE 6/1/2021

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

CERTIFICATE NUMBER: 6

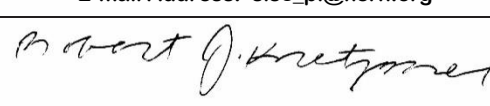
TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS (Each Occurrence)
GENERAL LIABILITY	General Liability* Employment Practices Educators' Legal Liability	SLP 7121 22 DEDUCTIBLE* \$ \$5,000	07-01-2021	07-01-2022	\$ 2,000,000
AUTOMOBILE LIABILITY	Automobile Liability** (All Owned, Hired, Leased, and Borrowed)**	SAP 7121 22 DEDUCTIBLE** \$ \$5,000 ACV COMP/COLL	07-01-2021	07-01-2022	\$ 2,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	E.L. Each Accident E.L. Disease – Ea. Employee E.L. Disease – Policy Limit	WC 7121 22	07-01-2021	07-01-2022	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
BLANKET BUILDINGS & PROPERTY	Blanket Buildings & Contents, Replacement Cost Rental Interruption, Actual Loss Sustained	SPP 7121 22 DEDUCTIBLE \$ 5,000	07-01-2021	07-01-2022	\$ 250,000

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

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

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

*As respects permits, grants, agreements and use of various facilities during the policy year for which the County of Inyo, its officers, officials, employees, agents, and volunteers are named as additional insureds. Includes Professional Liability (Errors & Omissions). Coverage is applicable for sexual abuse, harassment and molestation subject to the terms and conditions of the School Liability Program MOC No. SLP 7120-21. Coverage is primary and noncontributory. SISC hereby waives all right of subrogation.

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



County of Inyo



Public Works - Parks & Recreation

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Cap Aubrey

SUBJECT: Approval of contracts between the County of Inyo and Bishop Waste Disposal and the County of Inyo and Preferred Septic Disposal

RECOMMENDED ACTION:

Request Board:

A) approve the contract between the County of Inyo and Madera Disposal Systems Inc., dba Bishop Waste Disposal of Bishop, CA, as a sole-source provider for the provision of waste hauling in the North County Parks and Campgrounds, in an amount not to exceed \$76,369.96 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and

B) approve the contract between the County of Inyo and Preferred Septic and Disposal of Bishop, CA as a sole-source provider for the provision of waste hauling in the South County Parks and Campgrounds, in an amount not to exceed \$91,059.58 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

These agreements provide for the collection and hauling of solid waste from County Parks and Campgrounds in the North area of the County, including Pleasant Valley Campground, Millpond, Baker Creek, and Laws Museum and in the South area of the County, including Tinnehama Creek, Taboose Creek, Independence Creek, Portagee Joe Campgrounds and Diaz Lake Campground. The agreements include the collection and hauling of municipal waste to the permitted landfills for proper disposal. Waste Connections Inc., is the parent company operating Bishop Waste Disposal and Preferred Septic and Disposal and pursuant to the Franchise Agreement between the County and Bishop Waste Disposal and Preferred Septic (valid through 2026), these haulers are the only haulers permitted to haul waste in this area. Bishop Waste Disposal has been operating the contract for the North County Parks and Recreation Department and Preferred Septic and Disposal has been operating the contract for the South County Parks and Recreation Department for the last six years.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On March 15, 2016 your Board entered into two agreements with Madera Disposal Systems Inc, DBA Bishop Waste Disposal to provide for waste hauling services at County parks and campgrounds. One agreement was for the northern portion of the County while the other was for services at sites in the south. Both contracts reflect the floor rate for hauling services in effect at the time. Bishop Waste Disposal has been operating the contract for the North County Parks and Recreation Department and Preferred Septic and Disposal has been operating the

contract for the South County Parks and Recreation Department for the last six years. The attached agreements are identical except for the respective dollar amounts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The waste hauling services are required. The services provide the collection and hauling of municipal waste to the permitted landfills for proper disposal. Your Board could choose not to award the contract and direct the Parks and Recreation Department to solicit proposals for this service. This is not recommended, as there is a current Franchise Agreement between the County and these companies valid through 2026, prices shown are the lowest allowed by Board Resolution, are competitive, and reflect the true cost for providing these services.

OTHER AGENCY INVOLVEMENT:

FINANCING:

These services are budgeted in the Parks & Recreation Budget 076900, Object Code 5265 Professional Services.

ATTACHMENTS:

1. Agreement Preferred Septic and Disposal Inc.
2. Agreement Madera Disposal Systems Inc.

APPROVALS:

Teresa Elliott	Created/Initiated - 5/23/2022
Darcy Ellis	Approved - 5/24/2022
Teresa Elliott	Approved - 5/24/2022
Breanne Nelums	Approved - 5/24/2022
John Vallejo	Approved - 5/31/2022
Amy Shepherd	Approved - 5/31/2022
Michael Errante	Final Approval - 5/31/2022

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

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

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

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo

_____ Department
_____ Address
_____ City and State

Contractor:

_____ Name
_____ Address
_____ City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

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

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

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo

_____ Department
Address
City and State

Contractor:

_____ Name
Address
City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Public Works - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Cap Aubrey

SUBJECT: Agreement between the County of Inyo and Preferred Septic and Disposal, Inc for waste hauling services at Olancha, Keeler, and Darwin Transfer Stations

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Preferred Septic and Disposal of Bishop, CA as a sole-source provider for the provision of waste hauling services in the communities of Olancha, Keeler and Darwin, in an amount not to exceed \$286,055.81 for the period of July 1, 2022 through June 30, 2027 contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This contract will provide for the collection and hauling of solid waste and recyclables from the Olancha, Keeler, and Darwin transfer stations. Preferred Septic and Disposal has held this contract for the last decade. Since Bishop Waste Disposal (Waste Connections Inc.) has acquired Preferred Septic and Disposal, there are no other franchise haulers for the bid process. Therefore, we are asking for sole-source justification.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

These services will be paid out of the Solid Waste Budget 045700, Object Code 5265 Professional Services.

ATTACHMENTS:

1. Agreement Preferred Septic and Disposal Inc.

APPROVALS:

Teresa Elliott
Darcy Ellis
Teresa Elliott
Breanne Nelums
John Vallejo
Amy Shepherd
Michael Errante

Created/Initiated - 5/20/2022
Approved - 5/23/2022
Approved - 5/24/2022
Approved - 5/24/2022
Approved - 6/3/2022
Approved - 6/3/2022
Final Approval - 6/3/2022

AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL INC
FOR THE PROVISION OF OLANCHA, KEELER, AND DARWIN WASTE HAULING SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the COUNTY WASTE REMOVAL services of PREFERRED SEPTIC AND DISPOSAL INC of BISHOP, CALIFORNIA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2022 to June 30, 2027 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Two Hundred Eighty Six Thousand Fifty Five and 81/100 xx Dollars

(\$286,055.81) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Recycling and Waste Management</u>	Department
<u>1360 N Main St</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Preferred Septic and Disposal</u>	Name
<u>1280 Main St Suite 1</u>	Address
<u>Bishop, Ca 93514</u>	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL INC
FOR THE PROVISION OF OLANCHA, KEELER, AND DARWIN WASTE HAULING SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: 
Signature

Print or Type Name


Michelle Erwin
Print or Type Name

Dated: _____

Dated: 5/23/2022

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL INC
FOR THE PROVISION OF OLANCHA, KEELER, AND DARWIN WASTE HAULING SERVICES**

TERM:

FROM: July 1, 2022 **TO:** June 30, 2027

SCOPE OF WORK:

SEE ATTACHED PROPOSAL

Exhibit A – Scope of Work

Location	Size of Dumpster	Qty	Frequency	Price Per Container Empty	Monthly Cost
Olancha Transfer Station (Approx. 1 mile East of Olancha Townsite on Hwy. 190)	4 CY	9	Once per Week	\$ 201.54	\$ <u>1,813.86</u>
Cardboard Bin	4 CY	1	Every other Week	\$ 71.00	\$ <u>71.00</u>
Keeler Transfer Station (Approx. 1/3 mile Northwest of Keeler on Old State Highway)	4 CY	8	Once per Week	\$ 201.54	\$ <u>1,612.32</u>
Cardboard Bin	4 CY	1	Every other Week	\$ 61.00	\$ <u>61.00</u>
Darwin Transfer Station (Zinc Hill Road)	4 CY	4	Once per Week	\$ 201.54	\$ <u>806.16</u>
Cardboard Bin	4 CY	1	Every other Week	\$ 81.00	\$ <u>81.00</u>

TOTAL MONTHLY PRICE
FOR ALL LOCATIONS: \$ 4,445.34

NOTE: Inyo County reserves the right to revise the above noted trash container sizes, quantities, and/or service frequency, as needed, during the service agreement duration. Service provider will be compensated accordingly.

Service provider shall only charge for each dumpster emptied, if service provider chooses to not empty a dumpster, or a dumpster has not been filled then the County shall not be billed for the emptying of the dumpster.

C. CPI Adjustment
This contract will include an annual CPI adjustment to rates determined by the Garbage and Trash Collection Index as published by the Bureau of Labor Statistics at the end of each fiscal year using the annual average change for the previous year

Preferred Septic and Disposal

Company Name

5/19/2022
Date

Michelle Erwin

Representative Name (print name)


Representative Signature

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL INC
FOR THE PROVISION OF OLANCHA, KEELER, AND DARWIN WASTE HAULING SERVICES**

TERM:

FROM: July 1, 2022 **TO:** June 30, 2027

SCHEDULE OF FEES:

Olancha Transfer Station	one time per week	\$1813.86
Cardboard Bin	every other week	\$71.00
Keeler Transfer Station	one time per week	\$1612.32
Cardboard Bin	every other week	\$61.00
Darwin Transfer Station	one time per week	\$806.16
Cardboard Bin	every other week	\$81.00

This contract will include an annual CPI adjustment to rates determined by the Garbage and Trash Collection Index as published by the Bureau of Labor Statistics at the end of each fiscal year using the annual average change for the previous year.

AMOUNT FOR 5 FISCAL YEARS NOT-TO-EXCEED \$286,055.81

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL INC
FOR THE PROVISION OF OLANCHA, KEELER, AND DARWIN WASTE HAULING **SERVICES****

TERM:

FROM: July 1, 2022 **TO:** June 30, 2027

SEE ATTACHED INSURANCE PROVISIONS

Exhibit XX: Insurance Requirements for Waste Hauler Agreements

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Contractor's performance under the Contract. The cost of such insurance shall be borne by the Contractor.

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

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL):

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence.

If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

County of Inyo, its Board, officials, agents, volunteers, and employees shall be additional insureds for liability arising out performance under Contract (Insurance Services Office endorsement CG 20 11 or equivalent). The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them. The policy shall be endorsed to include a waiver of the insurer's right to subrogate against County. The policy shall cover inter-insured suits between County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately. Required Evidence of Insurance (3): Copy of the additional insured endorsement or policy language granting additional insured status,

Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and Certificate of Insurance specifically referencing contractor term.

Automobile Liability

Automobile liability with limits no less than **\$5,000,000** combined single limit per accident. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Contract or any extensions of the term. Insurance shall apply to hired and non-owned autos. Required Evidence of Insurance (1): Certificate of Insurance

Workers' Compensation

Workers' Compensation Insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury per employee or disease per policy. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County. This provision may be waived if Contractor has no employees and provides a letter on Contractor letterhead certifying it has no employees. If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Contract or any extensions of the term. Required Evidence of Insurance (2): Subrogation waiver endorsement, and Certificate of Insurance.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following 12 provisions:

Additional Insured Status

"Inyo County, its officers, officials, employees, and volunteers" are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Address for endorsements and certification is: Inyo County, PO Box N, Independence, CA 93526.

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Claims-Made Policies

If General Liability coverage is written on a claims-made form: (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 years after completion of the Contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five years after completion of contract work; and (4) a copy of the claims reporting requirements must be submitted to Inyo County for review.

Acceptability of Insurers

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, either: the Contractor shall obtain coverage to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Verification of Coverage

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

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13. Inyo County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

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

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Contract, it shall be deemed a material breach of this Contract. County, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance and Contractor shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



County of Inyo



Public Works - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Cap Aubrey

SUBJECT: Agreement with Kern County Waste Management for the disposal of solid waste at the Ridgecrest Landfill

RECOMMENDED ACTION:

Request Board: A) approve the Amendment between the County of Inyo and Kern County to allow the disposal of solid waste generated within the southernmost areas of Inyo County at the Ridgecrest Sanitary Landfill; B) authorize Recycling Waste Management to pay an annual fee in the amount \$13,920 to Kern County contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Since 2006, by agreement, Kern County has allowed for the disposal of residential and commercial solid waste generated in the Pearsonville and Homewood Canyon areas of Inyo County at the Ridgecrest Landfill. The annual cost is \$13,920 and is based upon the number of housing units in the service area. This agreement is less costly and more efficient than contracting with a waste hauler to transport waste to an Inyo County landfill. Additionally, waste haulers based in Inyo County would have a difficult time servicing the Homewood Canyon and Pearsonville areas. The current agreement expires June 30, 2022.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Without an agreement with Kern County, the Ridgecrest Landfill would not be authorized to accept waste from Inyo County. Waste Management would then have to contract with a waste hauler to provide waste hauling service for residents in Pearsonville and Homewood Canyon and haul that waste to the Lone Pine landfill. Hauling waste these extreme distances would prove to be inefficient and costly.

OTHER AGENCY INVOLVEMENT:

County Counsel, Auditor

FINANCING:

This payment is budgeted in the Solid Waste Budget 045700, Object Code 5265, Professional Services.

ATTACHMENTS:

1. Kern County Amendment No. 1
2. Kern County Agreement

APPROVALS:

Teresa Elliott	Created/Initiated - 5/23/2022
Darcy Ellis	Approved - 5/23/2022
Teresa Elliott	Approved - 5/24/2022
Breanne Nelums	Approved - 5/25/2022
John Vallejo	Approved - 5/25/2022
Amy Shepherd	Approved - 5/25/2022
Michael Errante	Final Approval - 5/25/2022

AMENDMENT NO. 1
AGREEMENT FOR USE OF THE
RIDGECREST SANITARY LANDFILL

(Kern County – Inyo County)

THIS AMENDMENT No. 1 to the Agreement for Use of Kern County's Ridgecrest Sanitary Landfill ("Agreement") is entered into _____, and is by and between the **COUNTY OF KERN**, a political subdivision of the State of California (hereinafter referred to as "Kern County"), and **INYO COUNTY**, a political subdivision of the State of California (hereinafter referred to as "Inyo County").

WITNESSETH:

WHEREAS, Kern County owns and operates a sanitary landfill in the County of Kern, State of California, commonly known as the Ridgecrest Sanitary Landfill; and

WHEREAS, the Ridgecrest Sanitary Landfill is the only non-hazardous solid waste disposal site reasonably convenient to certain populated areas of Inyo County commonly known as the Homewood Canyon area and the Pearsonville area, which areas are located near the border of Kern and Inyo Counties (these areas to be collectively referred in this Agreement as the "Service Area"); and

WHEREAS, on February 27, 2018, Kern County and Inyo County entered into Kern County Agreement No. 102-2018 (hereinafter referred to as "Agreement") to allow residents from the Service Area to use the Ridgecrest Sanitary Landfill; and

WHEREAS, Kern County and Inyo County now desire to extend the term of this Agreement for an additional two years, update the payment terms and update the address for notices.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between Kern County and Inyo County as follows:

1. Section 4, **Term**, is hereby amended in its entirety to read as follows:
 4. **Term**. This Agreement shall be in effect July 1, 2022 through June 30, 2024 or until terminated by either party by giving sixty (60) days written notice of such intention to terminate to the other party. Notwithstanding this sixty (60) day notice period, Kern County may immediately terminate this Agreement if Inyo County, the residents of the Service Area, or the authorized solid waste hauler serving the Service Area breaches the terms and conditions of this Agreement or fails to comply with the rules, regulations, or instructions relating to the

use of the Landfill. A copy of the rules relating to the use of the Ridgecrest Landfill are attached to the Agreement as Exhibit B and are incorporated herein by this reference.

2. Section 5, **Payments by Inyo County**, is hereby amended in its entirety to read as follows:

5. **Payments by Inyo County**. Inyo County shall annually pay Kern County for the use of the Ridgecrest Landfill as provided by the Agreement. The annual payment for Fiscal Year 2022-2023 shall be in the amount of \$13,920, which equates to the annual rates approved by Kern County Ordinance of \$160.00 per each of the 87 parcels identified by Inyo County as single-family residences located within the Service Area. Inyo County shall make one annual payment no later than sixty (60) days after receipt of a billing statement from Kern County. The billing statement from Kern County for each fiscal year shall not be sent prior to October 31 of that fiscal year.

Upon any change in the Kern County Land Use rate or Gate Fee rate or other charge for disposal of waste at Kern County's landfills and other facilities, as may be approved from time to time by the Kern County Board of Supervisors, Inyo County agrees to pay the equivalent Kern County rate.

3. Paragraph 9, **Notices**, is hereby amended in its entirety to read as follows:

9. **Notices**. Notices to either party shall be mailed, addressed as follows:

To Inyo County:	Inyo County Integrated Waste Management 1360 North Main Street Bishop, CA 93514
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To Kern County:	Kern County Public Works Department 2700 "M" Street, Suite 400 Bakersfield, CA 93301
-----------------	--

4. All other terms and conditions shall remain in full force and effect as written.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their respective authorized officers on the day and date herein set forth.

COUNTY OF KERN
"Kern County"

INYO COUNTY

By: _____
Chairman, Board of Supervisors

By: _____
Chairman, Board of Supervisors

Dated: _____

Dated: _____

APPROVED AND RECOMMENDED:
Kern County Public Works Department

APPROVED AND RECOMMENDED:
Inyo County Integrated Waste
Management

By: _____
Director

By:  _____
Director

APPROVED AS TO FORM:
Office of County Counsel

APPROVED AS TO FORM:
Inyo County Counsel

By: _____
Deputy County Counsel

By:  _____
County Counsel

**AGREEMENT
FOR
USE OF RIDGECREST SANITARY LANDFILL
(Kern County - Inyo County)**

THIS AGREEMENT, made and entered into as of the 27th day of February, 2018 by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter "Kern County") and the COUNTY OF INYO, a political subdivision of the State of California (hereinafter "Inyo County").

W I T N E S S E T H:

WHEREAS:

(a) Kern County owns and operates a sanitary landfill in the County of Kern, State of California, commonly known as the Ridgecrest Sanitary Landfill (hereafter "Landfill"); and

(b) The Landfill is presently used and maintained by Kern County for the disposal of non-hazardous solid waste material generated by the residents of the greater Ridgecrest area of Kern County; and

(c) The Landfill is the only non-hazardous solid waste disposal site reasonably convenient to certain populated areas of Inyo County commonly known as the Homewood Canyon area and Pearsonville area, which areas are located near the border of Kern and Inyo Counties (these areas to be collectively referred in this Agreement as the "Service Area"); and

(d) The Landfill is capable of accepting non-hazardous solid waste from the Service Area; and

(e) It would not be cost effective for Inyo County to establish a new facility to serve these residences; and

(f) Kern County has established (and periodically revises) land use fees for the disposal of solid waste from residential property at its landfill sites that reflect the County's actual cost; and

(g) Solid waste disposal will be charged at the Landfill at the then current gate fee rates. Kern County's applicable annual gate fee for fiscal year 2017-2018 is \$45.00 per ton, which equates to a land use fee of \$82.89 per single-family residence and \$66.30 per unit for parcels with five or more units.

(h) Inyo County had an agreement with Kern County that inadvertently expired on June 30, 2017 to accept non-hazardous solid waste from the Service Area and desires to continue to contract with Kern County to allow residents from the Service Area and an authorized hauler to dispose of the non-hazardous solid waste generated in the Service Area at the Landfill; and

(i) Inyo County is prepared to annually pay Kern County the land use fee for each residential parcel identified in the Service Area for the use of the Landfill beginning in fiscal year 2017-2018 the amount of \$9283.68.

NOW, THEREFORE, IT IS AGREED as follows:

1. **Acceptance of Residential Solid Waste.** Kern County agrees to accept and dispose of non-hazardous solid waste generated in the Service Area and brought into the Landfill by the residents of the Service Area or brought into the Landfill by the authorized refuse hauler serving the Service Area.

Kern County may reject solid waste loads from the residents of the Service Area or the authorized refuse hauler serving the Service Area that fail to comply with the rules, regulations or instructions relating to the use of the Ridgecrest Sanitary Landfill, or otherwise cause a nuisance or health hazard as described in Exhibit "B" attached herein and incorporated herein by this reference.

2. **Non-Residential Solid Waste.** Non-residential solid waste generated in the Service Area and brought into the Landfill by the residents of the Service Area or brought into the Landfill by the authorized solid waste hauler serving the Service Area will be charged at the Landfill at the then current gate fee rates per Kern County Ordinance in the same manner as waste generated within Kern County. Commercial, industrial and all construction and demolition waste (even if generated at residential property) will be charged as non-residential solid waste. Other solid waste requiring special handling, such as tires, dead animals, etc. will be charged at Kern County's then current gate fee rates.

3. **Geographic Boundary of Service Area.** Solid waste will only be accepted from properties within the Service Area defined in Section (c) above, and noted as areas "C" and "F" on the map attached to this Agreement as Exhibit A and incorporated herein by this reference. No waste will be accepted from Inyo County, which is generated on properties more than 15 miles from the Kern County border or not in the defined Service Area.

4. **Term.** This Agreement shall be in effect July 1, 2017 through June 30, 2022 or until terminated by either party by giving sixty (60) days written notice of such intention to terminate to the other party. Notwithstanding this sixty (60) day notice period, Kern County may immediately terminate this Agreement if Inyo County, the residents of the Service Area, or the authorized solid waste hauler serving the Service Area breaches the terms and conditions of this Agreement or fails to comply with the rules, regulations, or instructions relating to the use of the Landfill. A copy of the current rules relating to the use of the Landfill is attached to this Agreement as Exhibit B and incorporated herein by this reference.

5. **Payments by Inyo County.** Inyo County shall annually pay Kern County for the use of Kern County's Landfill as provided by the Agreement. The annual payment for Fiscal Year 2017-2018 shall be in the amount of \$9,283.68, which equates to the annual rates approved by Kern County Ordinance of \$82.89 per each of the 87 parcels identified by Inyo County as single-family residences located within the Service Area. Inyo County shall make one annual payment no later than sixty (60) days after receipt of a billing statement from Kern County. The billing statement from Kern County for each fiscal year shall not be sent prior to October 31 of that fiscal year.

Upon any change in the Kern County Land Use rate, Gate Fee or other charge for disposal of waste at the County's landfills and other facilities, as may be approved from time to time by the Kern County Board of Supervisors, Inyo County agrees to pay the equivalent Kern County rate.

6. Responsibilities. Kern County accepts responsibility for permitting and operating the Landfill in conformance with applicable laws and regulations; including, without limit, conducting required load checking and turning away without accepting for disposal any solid waste which is Non-Acceptable Solid Waste. Providing that Inyo County residents and the authorized hauler deposit only non-hazardous and non-infectious solid waste at the Landfill, Kern County accepts responsibility for taking all proper precautions with respect to the operation of the Landfill to protect the public health and safety.

a. Neither Inyo County nor Kern County shall be responsible for the transportation and delivery of the solid waste originating in the Service Area and deposited at the Landfill. Inyo County residents and the authorized hauler shall be responsible for the transportation and delivery of the solid waste originating in the Service Area and deposited at the Landfill by such resident or authorized hauler and shall comply with the laws, regulations, decisions and orders of federal, state and local authorities regarding the transportation of solid waste.

b. The individual Inyo County resident or authorized hauler shall be responsible for ensuring that the solid waste brought to the Landfill from the Service Area by such resident or hauler contains no hazardous or infectious material.

c. Inyo County will reimburse Kern County for the cost of properly disposing of Non-Acceptable Solid Waste brought by a resident of Inyo County or the authorized hauler for waste originating in the Service Area and brought for disposal at the Landfill which Non-Acceptable Solid Waste is inadvertently accepted by Kern County for disposal and, prior to being buried in the Landfill, is subsequently discovered to be Non-Acceptable Solid Waste. Kern County shall assign to Inyo County its rights to seek recovery from the Inyo County resident or authorized hauler who brought the Non-Acceptable Solid Waste for disposal.

d. Inyo County shall annually confirm the number and type of residential properties within the Service Area and notify Kern County of any changes, and provide Kern County a statement showing the number and type of said properties no later than September 30 of each fiscal year.


7. Indemnification

a. To the extent provided by law, Inyo County shall indemnify, defend and save harmless Kern County, its officers, employees, servants, volunteers, and agents from any and all claims, losses or for personal injury or property damage due to any active negligence or willful misconduct by Inyo County (but not by its residents or the authorized hauler) in connection with this Agreement.

b. To the extent provided by law, Kern County shall indemnify Inyo County, its officers, employees, servants, and agents, and shall defend and hold them harmless from any and all claims or liability for personal injury or property damage due to any active negligence or willful misconduct by Kern County in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers.

COUNTY OF KERN
"Kern County"

By: 
Chairman, Board of Supervisors

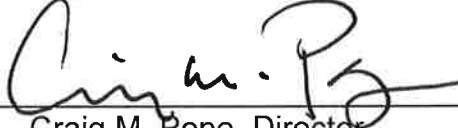
Dated: FEB 27 2018

COUNTY OF INYO
"Inyo County"

By: 
Chairman, Board of Supervisors

Dated: 2-6-18

APPROVED AND RECOMMENDED:
Kern County Public Works Department

By: 
Craig M. Pope, Director

APPROVED AS TO FORM:
Inyo County Counsel

By: 

APPROVED AS TO FORM
Office of County Counsel

By: 
Phillip W. Hall, Deputy County Counsel

EXHIBIT "A"

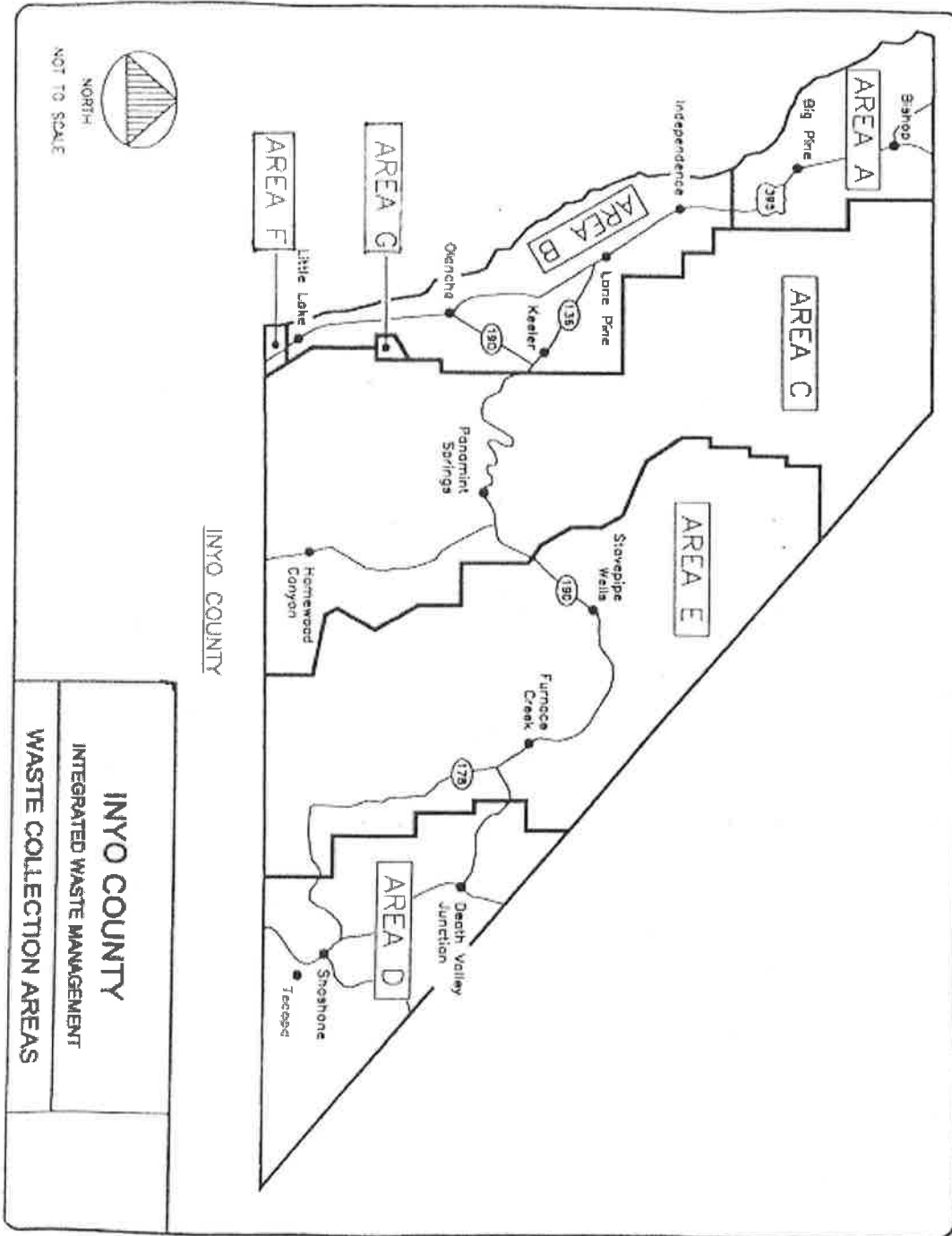


EXHIBIT "B"

Rules for the Use of the Ridgecrest Sanitary Landfill

1. Unless otherwise posted, the Ridgecrest Sanitary Landfill shall be opened to the public as follows:
 - Daily 8:00 a.m. to 4:00 p.m.
 - Extended hours of 7 a.m. to 8 a.m., Monday through Saturday, for franchise and city contractor haulers only.
 - The landfill shall be closed on New Year's Day, Easter Sunday, Independence Day, Thanksgiving Day and Christmas Day.
2. Days and hours of the Ridgecrest Sanitary Landfill are subject to change by Kern County, and Kern County has no obligation to amend this Agreement to update days and hours.
3. Only non-hazardous solid waste generated within the Service Area may be accepted for disposal.
4. Solid waste disposal must be done under the general direction of the Disposal Site Manager and in accordance with directional signs.
5. No children under the age of 12 years or pets shall be permitted within the disposal site unless within the confines of a motor vehicle.
6. All solid waste being transported for disposal must be covered or secured in a manner that prevents it from falling or blowing away from the transporting vehicle.
7. Disposal of dead animals or parts thereof requiring special handling may be accepted upon approval by Disposal Site Manager.
8. The following is PROHIBITED at all disposal sites:
 - a. Use of firearms.
 - b. Salvaging by the public.
 - c. Disposal of hot ashes or causing any material to burn.
 - d. All liquid waste.
 - e. Bulky waste or objects not readily handled by disposal site equipment in use.
 - f. Smoking.
 - g. Hazardous and designated wastes which consist of or contain toxic substances as defined in the California Code Regulations, Title 23, Chapter 3, Subchapter 15, Sections 2521 and 2522, (any substance which could significantly impair the quality of usable waters).
 - h. Any material which by nature of its character or quantity is considered hazardous or detrimental to the efficient and sanitary operation of the facility.

9. Disposal of solid waste at the Ridgecrest Sanitary Landfill shall conform to Kern County Ordinance No. G-5584 and subsequent amendments thereto and Kern County Ordinance Code Chapter 8.28.
10. Questions regarding the Rules and Regulations of the disposal site should be directed to the Kern County Public Works Department.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Justine Kokx

SUBJECT: Approval of the Clean California Maintenance Agreement with Caltrans and approval of the sole-source contract with Madera Disposal Systems, Inc. DBA Bishop Waste

RECOMMENDED ACTION:

Request Board: A) approve the Clean California Maintenance Agreement between the County of Inyo and Caltrans for reimbursement of waste hauling services and supplies in an amount not to exceed \$33,112.02 for the period of July 1, 2022 through June 30, 2024, contingent upon the Board's approval of future budgets; B) declare Madera Disposal Systems, Inc., dba Bishop Waste of Bishop, CA, a sole-source provider of waste hauling in the town of Lone Pine along Main Street; C) approve the contract between the County of Inyo and Madera Disposal Systems, Inc. in an amount not to exceed \$25,101.84 for the period of July 1, 2022 through June 30, 2024, contingent upon the Board's approval of future budgets; and D) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Clean California Maintenance Agreement with Caltrans provides for the reimbursement of waste hauling service costs as well as costs for two heavy duty trash receptacles and trash can liners.

The contract with Madera Disposal Systems, Inc. DBA Bishop Waste (Bishop Waste) provides for the collection and hauling of municipal waste from 10 trash receptacles located along Lone Pine Main Street between Willow Street to the north, and Tim Holt Street to the south. The services provide for hauling the waste to a permitted landfill for proper disposal.

Inyo County Public Works was made aware of the possibility of accessing grant funding from the Clean California Local Grant Program administered by Caltrans to pay for two years' worth of waste hauling services in the town of Lone Pine, along Main Street. Among the goals of the Clean California Local Grant Program are reducing the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces. The trash receptacles are dispersed along the busiest sections of downtown Main Street, and are frequently overflowing or near capacity. Waste hauling services for these trash receptacles fit neatly within the grant requirements of reducing waste in public right-of-ways.

Bishop Waste is the only permitted provider of waste hauling services in the area. Bishop Waste currently operates in the Lone Pine area, and can facilitate additional service within their existing operations.

BACKGROUND/HISTORY OF BOARD ACTIONS:

For many years, perhaps decades, the local business owners on Main Street have taken on the responsibility and costs for disposing of waste from the 8 - 10 trash receptacles between Willow St. and Tim Holt St. It is unknown who originally purchased and maintained these receptacles. The trash receptacles are conveniently placed in high foot traffic areas where litter tends to build up. During the busier seasons, such as spring through fall, the receptacles tend to fill up to the point of overflowing, placing the burden on the Main Street business owners to pick up and dispose of the litter.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could elect not to approve the Clean California program Maintenance Agreement and contract with Bishop Waste. This is not recommended, as the grant provides an opportunity to improve and enhance the Lone Pine Main Street corridor with professional, permitted waste hauling and disposal services for two full years.

OTHER AGENCY INVOLVEMENT:

Caltrans
Solid Waste
County Counsel
Auditor
Risk Management

FINANCING:

The project is budgeted in the Fiscal Year 2022-2023 Local Transportation Commission Planning budget, 504605, in the following object codes: 4599 - Other Agencies - for reimbursement from the Clean California grant program; 5265 - Professional Services - for the contract with Bishop Waste; 5232 - Office & Other Equipment < \$5000 for the trash receptacles; 5311 - General Operating for the liners.

ATTACHMENTS:

1. Bishop Waste Contract No. 116
2. Inyo County Clean California Maintenance Agreement
3. Attachment C Insurance Requirements

APPROVALS:

Justine Kokx	Created/Initiated - 6/7/2022
Breanne Nelums	Approved - 6/8/2022
Michael Errante	Approved - 6/8/2022
Darcy Ellis	Approved - 6/8/2022
John Vallejo	Approved - 6/8/2022
Amy Shepherd	Final Approval - 6/8/2022

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

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

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

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo

_____ Department
Address
City and State

Contractor:

_____ Name
Address
City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

CLEAN CALIFORNIA MAINTENANCE AGREEMENT WITH THE COUNTY OF INYO

This CLEAN CALIFORNIA MAINTENANCE AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE"), and the County of Inyo ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES".

RECITALS

1. This AGREEMENT will identify the specific maintenance functions STATE requests LOCAL AGENCY to perform in the STATE right of way, including highway and freeway areas situated within LOCAL AGENCY'S jurisdictional limits as authorized in Streets and Highways Code Section 130.
2. Pursuant to the "Clean California Beautification Program of 2021," the PARTIES desire to identify specific mission-critical maintenance services LOCAL AGENCY will perform on and around STATE right of way situated within LOCAL AGENCY's jurisdictional limits.

OPERATIVE PROVISIONS

1. **Maintenance Services.** LOCAL AGENCY shall perform trash cart service and disposal at the **State Route(s) (SR) 395, post miles (PM) 57 and approximate .25-mile length (STATE Right of Way) as set forth in Exhibit A.** LOCAL AGENCY shall remove trash and debris from 10 containers, replace liners, and dispose of debris two times per week.
2. **Maintenance Standards.** LOCAL AGENCY shall perform all maintenance services in compliance with the provisions of Streets and Highways Code Section 27, and in accordance with California and federal laws and regulations and STATE policies, procedures and specifications in effect and as amended, and applicable municipal ordinances.
3. **Prior Maintenance Agreements.** The PARTIES agree that this AGREEMENT does not supersede the PARTIES' existing Delegated Maintenance Agreement or other maintenance agreements, if any.
4. **Maintenance Areas.** LOCAL AGENCY shall only perform maintenance services in the STATE Right of Way locations described in Exhibit A and listed in Exhibit B.
5. **Amendment to Agreement.** Changes to LOCAL AGENCY's maintenance services covered in this AGREEMENT may be made by each PARTY executing amended Exhibits A and B and/or executing additional pages to Exhibits A and B that shall be attached to this AGREEMENT and will supersede the original

Exhibits A and B. Otherwise, this AGREEMENT may only be amended by a written agreement executed by both PARTIES. STATE's District Maintenance Agreement Coordinator (DMAC) (or other title as appropriate) () must obtain prior written approval of any amendments from the District 9 Deputy Director of Maintenance before such amendments may become effective and enforceable under this AGREEMENT.

6. **Party Representatives and Notices.**

LOCAL AGENCY's Project Manager is: Justine Kokx

STATE's DMAC (or other title) is: Terry Erlwein

All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses as follows:

LOCAL AGENCY

Attn: Justine Kokx

Address: PO Drawer Q

City, Zip: Independence, CA 93526

STATE

Attn: Terry Erlwein

Address: 500 South Main Street

City, Zip: Bishop, CA 93514

7. **Excluded Maintenance Activities.**

7.1 **Unsheltered Encampment Relocation.** LOCAL AGENCY shall not engage in any activities to relocate any persons experiencing homelessness who are situated within STATE Right of Way. LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's "Interim Guidance on Encampments, Prioritizing and Addressing Encampments on Caltrans-owned Property," dated July 2021, and as may be amended during the term of this AGREEMENT (Interim Guidance).

7.2 **Abandoned Encampments.** If LOCAL AGENCY encounters abandoned homeless encampments at or within STATE Right of Way, LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's Interim Guidance, including but not limited to coordination with STATE and the local California Highway Patrol.

7.3 **Hazardous Material Clean up.** LOCAL AGENCY shall not engage in any hazardous material clean-up activities. If LOCAL AGENCY encounters any hazardous materials, including but not limited to bloodborne pathogens,

biological waste, feces, syringes, needles, sharp objects, or unknown substances during maintenance services performed under this AGREEMENT, LOCAL AGENCY shall immediately contact STATE's District Hazardous Material Manager for appropriate action.

- 7.4 **Weed Abatement.** LOCAL AGENCY shall not perform any weed abatement, remove overgrown brush, trees, grass and limbs or conduct any spraying, grading, mowing or discing for any maintenance services within STATE Right of Way.
8. **Graffiti Removal.** LOCAL AGENCY's graffiti removal shall be limited to removal of text only in accordance with Streets and Highway Code Section 96. Any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements may not be removed. LOCAL AGENCY shall discuss such possible art with STATE's District 9 Transportation Art Coordinator before conducting any graffiti removal or remediation. STATE shall pay the actual cost of LOCAL AGENCY's graffiti removal as specified in Section 11 of this AGREEMENT.
9. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District 9 Area Maintenance Superintendent Dave Batchelder, at least twenty-four (24) hour prior telephone or email notice before performing any maintenance services under this AGREEMENT. His/her email and phone number are: (760) 920-7447. LOCAL AGENCY shall provide the DMAC identified in this AGREEMENT with a litter, debris and graffiti removal schedule. Maintenance services shall be provided at a minimum weekly basis. Maintenance services shall be performed between the hours of 6:00 am and 6:00 pm and may be performed on weekends and holidays if necessary. LOCAL AGENCY must request through the DMAC (or other title) a prior written approval from STATE's District Maintenance Supervisor to perform any maintenance services before 6:00 am or after 6:00 pm.
10. **Authorized Reimbursement.** The functions and levels of maintenance services delegated to LOCAL AGENCY in the attached Exhibits A and B and amounts appropriated to STATE pursuant to the Clean California Beautification Program of 2021 have been considered in setting authorized total dollar amounts. LOCAL AGENCY may perform additional work if desired, but STATE will not reimburse LOCAL AGENCY for any work in excess of the authorized dollar limits established herein.
11. **Cost Reimbursement.** STATE shall reimburse LOCAL AGENCY for LOCAL AGENCY's actual and necessary costs incurred to perform the maintenance services under this AGREEMENT; provided, however, that STATE's reimbursement shall not exceed the maximum authorized expenditures listed in Exhibit B.

- 11.1 **Amendment to Approved Expenditures.** Upon LOCAL AGENCY's written request, the expenditures per route for maintenance services set forth in Exhibits A and B may be increased, decreased, or redistributed between routes pursuant to the PARTIES executing an appropriate amendment in accordance with section 5 above. All such adjustments must be authorized in writing by the District Director or his/her authorized representative.
- 11.2 **Term of Expenditures.** Additional expenditures or an adjustment of expenditures once authorized shall apply only for the term of this AGREEMENT and shall not be deemed to permanently modify or change the basic maximum expenditures per route as specified in Exhibits A and B. Any expenditure adjustments shall not affect or alter any other terms of this AGREEMENT.

12. **Billing, Payment, and Reporting.**

- 12.1 **Billing Date.** LOCAL AGENCY shall submit billing invoices to STATE's DMAC (or other title) each (month/quarter) beginning after the first (month/quarter) LOCAL AGENCY has performed maintenance services under this AGREEMENT. LOCAL AGENCY shall not submit billing invoices for reimbursement of costs less than \$500 more than once each quarter. LOCAL AGENCY shall also submit billing invoices promptly following the close of STATE's fiscal year on each June 30th.
- 12.2 **Billing Submission Format.** Each billing invoice shall include all of the following:
- (a) STATE's Clean California Program Code: CLEANCADMA;
 - (b) AGREEMENT number;
 - (c) Date(s) of services;
 - (d) Location of services;
 - (e) Number of hours and hourly rates;
 - (f) Receipts for trash disposal;
 - (g) Receipts for equipment, materials and supplies; and
 - (h) LOCAL AGENCY's Performance Report that includes the information required under section 15 of this AGREEMENT.

STATE shall pay LOCAL AGENCY for the maintenance services satisfactorily performed in accordance with the rates and schedules in Exhibits A and B.

13. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES' successors-in-interest, including, but not limited to any

public entity to whom any part of the STATE Right of Way covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits.

14. Encroachment Permits. Before LOCAL AGENCY may enter STATE Right of Way to perform any maintenance services in the areas covered by this AGREEMENT, STATE's District 9 Encroachment Permit Office must issue an initial encroachment permit at no cost to LOCAL AGENCY. LOCAL AGENCY must obtain additional encroachment permits, if necessary, to enter or perform any work within STATE right of way not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to LOCAL AGENCY. LOCAL AGENCY's contractors and sub-contractors must apply for and be issued separate encroachment permits before they may enter STATE Right of Way to perform any maintenance or work under this AGREEMENT.

15. Performance Monitoring. LOCAL AGENCY shall prepare a Performance Report to record and report the quantity and description of litter, debris, and graffiti removed and maintenance services performed at each clean-up site and location set forth in Exhibits A and B. This Performance Report shall include dated and executed documents demonstrating the weight and/or amount of litter, debris, and graffiti removed, including disposal receipts from authorized disposal sites and/or landfills. The DMAC (or other title i.e., RESOURCE MANAGER) may also request that LOCAL AGENCY provide photographs of the sites taken before and after LOCAL AGENCY's maintenance services are performed.

16. Legal Disposal of Litter Collected.

LOCAL AGENCY shall make its own arrangements for the legal disposal of litter or debris materials to authorized disposal sites. LOCAL AGENCY shall not leave any filled litter bags, litter piles or other groups of litter assembled during its maintenance services along or in STATE Right of Way. Such litter groupings shall be removed out of STATE Right of Way each day LOCAL AGENCY performs the maintenance services in this AGREEMENT.

17. Safety and Worker Compliance. LOCAL AGENCY shall be solely responsible for crew pay, workers compensation and any other benefits required by state and federal law. Subcontractors and crew members are not considered STATE's employees at any time. LOCAL AGENCY shall comply with all applicable State and Federal statutes and regulations governing worker and public safety, including but not limited to compliance with CAL-OSHA regulations and guidelines. LOCAL AGENCY shall make arrangements through the DMAC if traffic controls, flags, signs, or lane closures are necessary to safely perform any maintenance services.

18. **Equipment and Supplies.** LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the maintenance services under this AGREEMENT. STATE shall reimburse LOCAL AGENCY for the reasonable costs of such equipment and supplies not to exceed the authorized expenditures set forth in Exhibit B.

19. **Legal Relations and Responsibilities.**

19.1 **No Third-party Beneficiaries.** This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT, nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the maintenance of STATE highways different from the standard of care imposed by law.

19.2 **Indemnification.** Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors and/or its agents pursuant to this AGREEMENT.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by STATE under this Agreement.

19.3 **Work-related Injuries.** If a LOCAL AGENCY-assigned crew member is injured while performing maintenance services under this AGREEMENT, LOCAL AGENCY or its designated subcontractor shall be responsible for ensuring the crew member is given prompt medical care and treatment and, if necessary, transportation to a medical facility. LOCAL AGENCY or its designated subcontractor shall administer any injury and workers compensation claims. LOCAL AGENCY shall notify the DMAC (or other title) within twenty-four (24) hours when any such incident has occurred.

20. **Prevailing Wages and Labor Compliance.** LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code

Sections 1720 through 1815 and implementing regulations for public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's maintenance services under this AGREEMENT.

Self-Insured. LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit C and identify the AGREEMENT number, and location as depicted in Exhibits A and B. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit C.

Self-Insured using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. LOCAL AGENCY shall provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

22. **Budget Contingency.** STATE's payments to LOCAL AGENCY are contingent upon the Legislature appropriating sufficient funds under the Budget Act, the allocation of funding by the Clean California State Beautification Program of 2021 as appropriate, and the encumbrance of funding to STATE's District Office.
23. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY. STATE may terminate this AGREEMENT for convenience or for cause upon thirty (30) day prior written notice to LOCAL AGENCY. LOCAL AGENCY may terminate this AGREEMENT upon thirty (30) day prior written notice to STATE.
24. **Term of Agreement.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT and shall expire on June 30, 2024, unless terminated or amended.
25. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT as authorized under Streets and Highways Code Sections 114 and 130. LOCAL AGENCY represents and certifies that it has, through its regular

political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.

26. **Counterparts.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

27. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE LOCAL AGENCY OF **Inyo County**

Dated:

Mayor/Chairman

INITIATED AND APPROVED:

Dated:

Local Agency Clerk

STATE OF CALIFORNIA

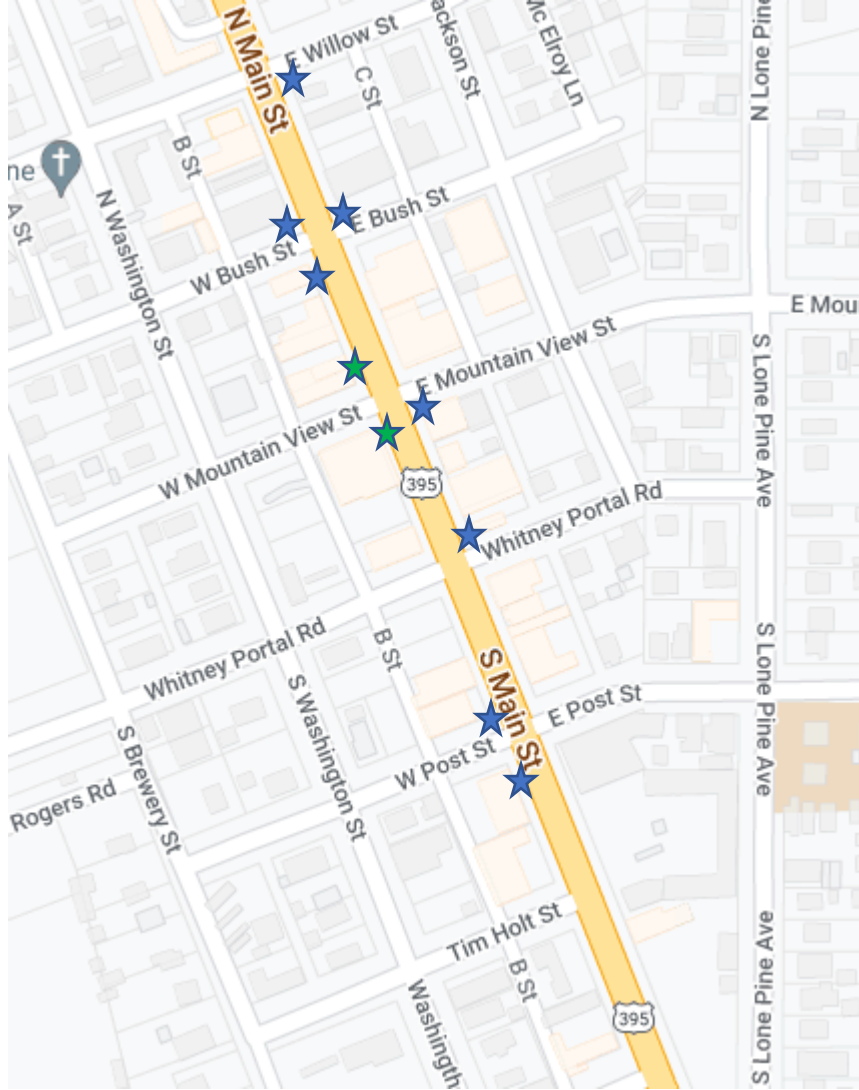
DEPARTMENT OF TRANSPORTATION

Dated: _____

District Deputy Director
District

EXHIBIT A

(Place holder for tables and/or maps showing and describing the areas for the litter removal operations to be performed)



- ★ Existing Receptacle
- ★ New Receptacle

Route No.	Length Miles	Description of Routing	Program Code
1	¼ mile	Empty and replace liners of ten trash receptacles along Main St. in Lone Pine between Willow St. on the north end and Tim Holt St. on the south end.	CLEANCADMA

EXHIBIT B. BREAKDOWN & LISTING OF MAINTENANCE TASKS

Fiscal Year	Trash cans	Pick-ups / week	Monthly rate / can	Total per month	Annual cost - includes 10% Admin
22-23	10	2	\$51.02	\$1,020.40	\$13,469.28
23-24	10	2	\$53.57	\$1,071.42	\$14,142.74
					\$27,612.02

One Time purchase	
2 - 40-gallon heavy duty cans	\$3,000
2000 45 gal. liners	\$2,500
	\$5,500

TOTAL MAXIMUM AUTHORIZED EXPENDITURES: \$33,112.02

EXHIBIT C

CalTrans District 9
500 S Main St
Bishop, CA 93514
ATTN: Terry Erlwein, P.E.

June 1, 2022

Re: Statement of Self-Insurance for COUNTY of Inyo for Clean California Maintenance Agreement No. _____ with California Department of Transportation for the Litter Removal along SR-395 between Intersection of Willow St. and Tim Holt St.

Dear Ms. Erlwein,

This letter certifies that the County of Inyo is self-insured and self-funded covering third-party claims arising out of its general operations (i.e., commercial general liability and automobile liability insurance). Further, the County is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the County appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the County.

The County certifies its self-insured, general liability coverage for bodily injury and property damage liability, and meets the required coverage amounts in section 21 (Insurance) of the Clean California Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Attachment C: 2022 Insurance Requirements for Waste Collection

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability:** ISO Form CG 00 01 covering general liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct (“SAM”) coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See “Other Insurance Provisions” below.
- 2. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$5,000,000 per accident for bodily injury and property damage. *May be waived with signed and dated letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.* See “Other Insurance Provisions” below.
- 3. Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *May be waived with signed and dated letter on Contractor’s letterhead certifying that Contractor has no employees.* See “Other Insurance Provisions” below.

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

OTHER INSURANCE PROVISIONS

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

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

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

Attachment C: 2022 Insurance Requirements for Waste Collection

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

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

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

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

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

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

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

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

Attachment C: 2022 Insurance Requirements for Waste Collection

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

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

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

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



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Sally Faircloth

SUBJECT: Approval of contract between Cascade Software Systems, Inc.

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Valsoft Corporation Inc., dba Cascade Software Systems, Inc. (CSS) of Montreal, Quebec, Canada, for the provision of Road Department cost accounting software in an amount not to exceed \$64,877.11 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Your Board on March 21, 1995 approved the contract and installation of Cascade Software's Road Department Cost Accounting Software. This software program has been maintained by the contractor, as per the original agreement, and each year provides the necessary technical support on all upgrades specific to the cost accounting. The State Controller's office is extremely pleased with our audit each year as Cascade Software System has been developed specifically to provide the State with exactly what it requires.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract; however, this would cause hardship on the department due to the lack of any other vendor that provides software services that are specifically programmed around California's Road reporting requirements.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

Budgeted in the Road Department Budget Unit, 034600, Professional Services object code, 5265.

ATTACHMENTS:

1. WinCAMS Agreement 22-23 thru 24-25
2. CAMS Insurance

APPROVALS:

Sally Faircloth	Created/Initiated - 5/24/2022
Darcy Ellis	Approved - 5/24/2022
Sally Faircloth	Approved - 5/25/2022
Breanne Nelums	Approved - 5/26/2022
John Vallejo	Approved - 5/27/2022
Amy Shepherd	Approved - 5/31/2022
Michael Errante	Final Approval - 5/31/2022

A G R E E M E N T

for

MAINTENANCE AND SYSTEM SERVICES

for

CAMS - COST ACCOUNTING MANAGEMENT SYSTEM

between

Valsoft Corporation Inc.
dba Cascade Software
7405 Transcanada Hwy, Suite 100
Montreal, Quebec, H4T1Z2
(CONTRACTOR)

County of Inyo
Department of Public Works
P.O. Drawer Q
Independence, CA 93526
(COUNTY)

AGREEMENT MADE AND ENTERED INTO this 1st day of July, 2022, by and between the County of Inyo, a political subdivision of the State of California, located at Independence, California, (hereinafter referred to as the "COUNTY"), and Valsoft Corporation Inc., dba Cascade Software Systems, a Quebec, Canada corporation, having its principal place of business at 7405 Transcanada Highway, Suite 100, Montreal, Quebec, H4T1Z2 (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to engage CONTRACTOR to provide both Accounting Software Maintenance and System Support Services by reason of CONTRACTOR's qualifications, experience, and facilities for doing the type of work herein contemplated; and CONTRACTOR has offered to provide the required Accounting Software and Support System Services on the terms set forth herein.

NOW, THEREFORE, COUNTY and CONTRACTOR, for good and valuable consideration, and in consideration of the premises and representations set forth herein, do hereby enter into this Agreement which specifies the terms and conditions by which COUNTY shall procure services from CONTRACTOR for support of the COUNTY Cost Accounting Management System (CAMS).

Section 1

DEFINITIONS

1.1 "CAMS" shall mean the Cost Accounting Management System developed by the CONTRACTOR for the Inyo County Department of Public Works.

1.2 "Confidential Information" shall mean private information of COUNTY personnel files or other files which if disclosed to a third party could result in a compromise of the interests of the COUNTY or its personnel.

1.3 "CONTRACTOR" shall mean Cascade Software Systems, Inc.

1.4 "COUNTY" shall mean the County of Inyo.

1.5 "Minor Problem" shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within thirty (30) working days, will cause COUNTY to incur additional costs or work not previously anticipated.

1.6 "Major Problem" shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within forty-eight (48) hours, excluding weekends and holidays, will cause COUNTY to incur additional costs or work not previously anticipated.

Section 2

SCOPE OF WORK

2.1 Nature of Work

The work covered by this Agreement includes, but is not limited to, technical systems analysis, program development, preparation, unit and systems testing, data communications, project consultation, documentation, training, and status reporting for CAMS.

2.2 CAMS Maintenance

CONTRACTOR shall provide CAMS Maintenance as follows:

2.2.1 Introduction

CONTRACTOR will maintain the now current version of the CAMS plus any and all Contractor revisions and modifications implemented with COUNTY approval. During the term of this Agreement, CONTRACTOR will correct any programming or design defects, errors, failures, bugs, and any and all other malfunctions or any training problems in CAMS that prevents it from operating in conformance with the original System Specifications.

2.2.2 Notification and Determination of Problem Magnitude

COUNTY will notify CONTRACTOR of any problem with CAMS that prevents it from performing accordant to original System Specifications. A telephone call, fax message, or written notice from COUNTY Project Manager or designee shall serve as such notification. CONTRACTOR is to provide telephone response to such notification within forty-eight (48) normal business hours (8:00 a.m. - 5:00 p.m.). During CONTRACTOR telephone response, COUNTY Project Manager or designee, in consultation with CONTRACTOR, shall determine the magnitude of the problem and whether it falls under Subsection 1.5 ("Minor Problem") or 1.6 ("Major Problem").

2.2.3 Performance Effort for Minor and Major Problem

CONTRACTOR will provide a resolution plan within forty-eight (48) normal business hours (8:00 a.m. - 5:00 p.m.), excluding weekends and holidays, of determination of problem magnitude. Resolution plan shall include CONTRACTOR's estimate of when and how problem will be resolved. If COUNTY Project Manager or designee agrees with CONTRACTOR's resolution plan, COUNTY Project Manager or designee shall provide verbal notice to CONTRACTOR of acceptance of resolution plan to be, optionally, followed by a written notice. Resolution plan

shall provide for CONTRACTOR to remedy Minor Problem within thirty (30) days and major problems within forty-eight (48) hours.

2.3 CAMS System Services

CONTRACTOR shall provide CAMS System Services, including program additions, modifications or other changes, as requested by COUNTY – total cost shall not exceed \$ 1,500.00. All requests shall be in writing and shall define CONTRACTOR services requested. Such services shall include provisions for CONTRACTOR to add additional accounting functions, to remove software, or describe and document any and all CONTRACTOR installed improvements in CAMS. COUNTY and CONTRACTOR shall mutually agree in writing on a schedule and cost of such services, plus any annual maintenance costs resulting from such services.

2.4 Telephone Support

COUNTY may during normal business hours (8:00 a.m. - 5:00 p.m.) of CONTRACTOR, obtain telephone consultation covering the use of CAMS. CONTRACTOR reserves the right to limit such non-billable telephone consultation to COUNTY to no more than one hour per week.

Section 3

AMENDMENTS AND MODIFICATIONS

Any changes to this Agreement requested either by COUNTY or CONTRACTOR may be effected if mutually agreed upon in writing by COUNTY's Project Manager and CONTRACTOR's Representative.

Section 4

PAYMENTS

4.1 CAMS Maintenance

COUNTY shall pay to CONTRACTOR, subject to COUNTY receiving a valid annual invoice from CONTRACTOR, commencing on July 1, 2022, a fee for a total of \$ 20,783.29.

CONTRACTOR will establish rates for subsequent fiscal years by providing a rates memo to COUNTY 60 days prior to the fiscal year start. Any increase shall not exceed the annual consumer price index for workers (CPI-W). Approved Change Orders completed during the term of the agreement may increase this maintenance fee.

As used herein, Consumer Price Index for workers (CPI-W) shall mean and refer to that table in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics. If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the parties hereto shall authorize COUNTY'S attorney to designate a substitute Index or formula.

Estimated rates for 3 fiscal years are as follows:

\$20,783.29 for the period 7/1/22 ~ 6/30/23 (outlined in Exhibits A & B)

\$21,614.62 for the period 7/1/23 ~ 6/30/24 (estimated w/4% CPI increase)

\$22,479.20 for the period 7/1/24 ~ 6/30/25 (estimated w/4% CPI increase)

4.2 Invoices and Prompt Payment Due

Payment will be made to CONTRACTOR within thirty (30) days after COUNTY receipt: of a valid annual invoice for CAMS Maintenance; or, of a valid invoice for CAMS System Services; or, of a valid invoice for CAMS Expenses. Invoices shall be sent to:

County of Inyo
Department of Public Works
P.O. Drawer Q
Independence, CA 93526

Section 5

PROJECT MANAGEMENT AND REPORTING

5.1 COUNTY Project Manager

Upon execution of this Agreement, COUNTY shall appoint the Inyo County Road Department Fiscal Supervisor as the Project Manager. The CONTRACTOR shall appoint Aad F. Alkemada as the Contractors' Project Manager. The Contractors' Project Manager shall not be changed without the prior written consent of the COUNTY.

Section 6

TERM AND TERMINATION

6.1. This Agreement shall commence on the date first written above and shall continue for three years thereafter. CONTRACTOR will submit a written notice to COUNTY with updated Rates for Subsection 4.1 "CAMS Maintenance" for fiscal year 2023-2024 and 2024-2025 not later than 60 days prior to the anniversary date.

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

Section 7

INDEMNIFICATION AND LIABILITY

7.1 If any claim is asserted or action or proceeding is brought against the COUNTY which alleges that all or any part of CAMS Maintenance and CAMS System Services made or supplied by CONTRACTOR, for the COUNTY's use thereof, infringes or misappropriates any United States copyright or patent, or any trade secret, contract, license, grant or other proprietary right, the COUNTY shall give CONTRACTOR prompt written notice thereof. CONTRACTOR shall defend any such claim or action with counsel of the COUNTY's choice and at CONTRACTOR's expense and shall indemnify the COUNTY for any costs, including reasonable attorney's fees, and damages actually incurred by the COUNTY in connection therewith.

7.2 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 damage which was caused by the sole negligence or willful misconduct of the County.

Section 8

INSURANCE

8.1 Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. The required insurance specifications are attached as "2020 Cascade Insurance Specs.pdf" and are incorporated here by reference.

Section 9

SECURITY COMPLIANCE

9.1 CONTRACTOR shall not disclose or use any COUNTY Confidential Information provided by COUNTY except as required in and by the terms of this Agreement. CONTRACTOR shall safeguard any COUNTY property used during the duration of this agreement.

9.2 CONTRACTOR and COUNTY shall take all reasonable precautions to prevent such disclosure or use of any such Confidential Information.

9.3 Within seven (7) days of expiration or termination of this Agreement, as provided herein, CONTRACTOR shall return to the COUNTY at the address given, all Confidential Information, or property, embodied in written, magnetic or other form and any other property belonging to the COUNTY.

Section 10

ENTIRE AGREEMENT

10.1 This agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing and signed by all parties hereto.

Section 11

ENFORCEMENT

11.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of California and all clauses, including "Whereas" and "Definitions", shall be given operative effect.

Section 12

INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an

independent capacity and not as an officer or agent of the COUNTY.

Section 13

WAIVER

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented. Failure of COUNTY to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof.

Section 14

SEVERABILITY

If any part of this Agreement is found violative of any law or is found to be otherwise legally defective, this Agreement shall be construed and interpreted without reference to any such part.

WHEREFORE, IN WITNESS HEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of such signature duly authorized by all necessary and appropriate corporate and public action to execute this Agreement.

CONTRACTOR

Valsoft Corporation dba Cascade Software

By: _____

Ayren M Spinner, COO, Cascade Software

Date: _____

Taxpayer ID No.: 93-1180136

CUSTOMER

INYO COUNTY – DEPARTMENT OF PUBLIC WORKS

By: _____

Date: _____

Attachment B: Insurance Requirements for Professional Services
Cascade Software Systems

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

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

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

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

OTHER INSURANCE PROVISIONS

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

-end-



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2022

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

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

PRODUCER Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	CONTACT NAME: Lisa Lee PHONE (A/C, No, Ext): (603) 569-2515 E-MAIL ADDRESS: lisal@averyinsurance.net	FAX (A/C, No): (603) 569-4266
	INSURER(S) AFFORDING COVERAGE	
INSURED K Group USA LLC DBA Hudson Software, Cascade Software Systems, Credex Systems 319 Littleton Rd Westford MA 01886-4126	INSURER A: Hartford Underwriters Ins Co	NAIC # 30104
	INSURER B: Hartford Insurance Co	00914
	INSURER C: Boston Insurance Brokerage	22314
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL225512436

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	04SBAAL7VMD	05/31/2022	05/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employment Practices \$ 25,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	04SBAAL7VMD	05/31/2022	05/31/2023	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	04SBAAL7VMD	05/31/2022	05/31/2023	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	Y/N N	N/A	04WBCAL7VSW	05/31/2022	05/31/2023	<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
C	Tech E&O/Cyber Liability			C-4MSK-129964-CYBER-2022	05/31/2022	05/31/2023	Limit \$1,000,000

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

Coverage as per terms and conditions of policy. 3A MA, AL, NV, NH, VA, IL, MO, OR, GA, NJ, TX, PA, NE, WI, CY, NC, FL & NY. Inyo County - Department of Public Works is listed as additional insured per contract and waiver of subro applies

CERTIFICATE HOLDER**CANCELLATION**

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

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Additional Named Insureds

Other Named Insureds

K Group USA LLC

Doing Business As

AllTrust

S&W Technologies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or



(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

(a) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

(b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or



(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

i. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.
However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;
- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;

- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

- (i) Copyright;
- (ii) Slogan; or
- (iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or



- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.



c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



- (a) Owned, occupied or used by:
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage under this provision does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D**. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
However, Paragraph f. does not include that part of any contract or agreement:
 - (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 04 WBC AL7VSW

Endorsement Number:

Effective Date: 05/31/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Hudson Software Inc
319 LITTLETON RD
WESTFORD MA 01886

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Travis Dean

SUBJECT: Realignment of Cactus Flats Road

RECOMMENDED ACTION:

Request Board: A) approve Resolution No. 2022-20 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Summarily Vacating a Portion of Cactus Flats Road;" B) approve the signing of the Quitclaim Deed from Inyo County to the City of Los Angeles; and C) approve the recording of the Easement Deed from the City of Los Angeles to the County of Inyo.

SUMMARY/JUSTIFICATION:

The City of Los Angeles, Department of Water and Power (LADWP) is currently working on the North Haiwee Dam No. 2 Project. As part of this project, LADWP needed to realign approximately 4,200 feet of Cactus Flats Road, a County right of way. Specifically, LADWP wanted to move this section of the road approximately half a mile to the northeast because the current placement of the road interfered with LADWP's construction plans on the Haiwee Dam. Inyo County agreed to the realignment of Cactus Flats Road on the condition that LADWP cover all costs of construction and that the new section of road be built to County road standards.

LADWP has completed construction on the new portion of Cactus Flats Road, and the County has inspected the construction to ensure that it meets engineering standards and that all work has been done to the County's satisfaction. In order to formalize the realignment of the road, the following must occur:

1. The Board of Supervisors must adopt a resolution to formally vacate the right of way over the portion of Cactus Flats Road that is no longer going to serve as a county road due to the realignment. Because this realignment falls within the provisions of Streets & Highway Code section 8330, the Board may proceed with a summary vacation that does not involve a public hearing.
2. The Board of Supervisors must quitclaim to LADWP any road easement rights that the County may hold over the portion of Cactus Flats Road that is no longer going to serve as a county road due to the realignment.
3. The Board of Supervisors must accept a road easement from LADWP that permits the new portion of Cactus Flats Road to run over LADWP land and authorize the signing of a certificate of acceptance to permit the recordation of this easement. By accepting the road easement and accepting this new portion of Cactus Flats Road into the County's maintained mileage, the County perpetually maintains and oversees the road.

Staff request that the Board approve the vacation resolution, approve the signing of the quitclaim deed, and approve the recording of the road easement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to accept the Highway Easement Deed, or approve the Quitclaim Deed. This is not recommended as LADWP needs a portion of the old alignment of Cactus Flats Road for their North Haiwee Dam No. 2 Project and has constructed a new paved road in exchange for the old portion of alignment.

OTHER AGENCY INVOLVEMENT:

LADWP

FINANCING:

There is no cost associated with the exchange of deeds

ATTACHMENTS:

1. Certification of Acceptance
2. Cactus Flats Vacation Resolution
3. Exhibit A

APPROVALS:

Travis Dean	Created/Initiated - 6/2/2022
Darcy Ellis	Approved - 6/3/2022
Travis Dean	Approved - 6/6/2022
John Vallejo	Approved - 6/6/2022
Michael Errante	Final Approval - 6/6/2022

CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Easement Deed from the City of Los Angeles to the COUNTY OF INYO, STATE OF CALIFORNIA is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the County of Inyo pursuant to authority conferred by the Inyo County Board of Supervisors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Dan Totheroh
Chairperson, Inyo County Board of
Supervisors

RESOLUTION NO. 2022 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
SUMMARILY VACATING A PORTION OF CACTUS FLATS ROAD**

WHEREAS, the Inyo County Department of Public Works wishes to relocate an approximately 4200 foot stretch of Cactus Flats Road to permit LADWP to modify the Haiwee Dam;

WHEREAS, Cactus Flats Road is a public right-of-way in the County's maintained mileage;

WHEREAS, a map showing the former and new location of the 4200 ft. stretch of roadway is attached hereto as Exhibit A. Also attached at Exhibit A is a text description of the portion of the road that will be abandoned;

WHEREAS, the relocation of Cactus Flats Road, as described in Exhibit A, would not 1) cut off all access to a person's property which, prior to relocation, adjoined the street or highway or 2) terminate a public service easement.

NOW THEREFORE BE IT RESOLVED by the Inyo County Board of Supervisors that,

1. The vacation of the portion of Cactus Flats Road described in Exhibit A may be performed under the summary vacation procedures set forth in Streets & Highway Code section 8330, *et seq.*, because this vacation stems from the relocation of a highway, would not cut off all access to a person's property which, prior to relocation, adjoined the street or highway, and would not terminate a public service easement.
2. From and after the date of recordation of this resolution, the portion of Cactus Flats Road described in Exhibit A no longer constitutes a street, highway, or public service easement.

PASSED AND ADOPTED this _____ day of _____, 2022, by the following vote:

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

DAN TOTEROH, Chairperson
Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

RECORDING REQUESTED BY:

County of Inyo
P.O. Drawer Q
Independence, CA 93526

WHEN RECORDED, MAIL TO:

Los Angeles Department of Water and Power
300 Mandich Street
Bishop, CA 93514

THE AREA ABOVE THIS LINE IS FOR RECORDER'S USE

DOCUMENT TITLE(S)

QUITCLAIM DEED	Grantor: County of Inyo
	Grantee: City of Los Angeles
	Project: North Haiwee Dam No. 2
APN(s)	Portion of 033-110-20, 033-210-20, 033-210-21, and 033-210-26

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

For a full valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF INYO hereby remise, release and forever quitclaim to the CITY OF LOS ANGELES, a municipal corporation, the following described real property in the County of Inyo, State of California:

A centerline of an existing roadway, lying across a portion of the South East Quarter of Section 33, and the South West Quarter of Section 34, Township 19 South, Range 37 East and the North West Quarter of Section 3, Township 20 South, Range 37 East, Mount Diablo Meridian, in the unincorporated territory of the County of Inyo, State of California, as shown on map S-737-D on file in the office of the Los Angeles Department of Water and Power, 300 Mandich Street, Bishop, California. Said roadway lying in various widths on each side of the following described centerline:

COMMENCING at the center of Section 33, Township 19 South, Range 37 East, monumented with a 2-inch iron pipe with tag RCE 27791, from which, the East Quarter of said Section 33, marked by a 1-inch iron pipe with tag LS 4741 bears North 89°32'11" East, 2636.14 feet; THENCE, South 42°40'34" East, 1982.97 feet to the POINT OF BEGINNING; THENCE, South 26°12'24" East, 1015.87 feet to the beginning of a tangent curve concave northeasterly having a

radius of 490.00 feet; THENCE, southeasterly 566.02 feet along said curve through a central angle of $66^{\circ}11'05''$; THENCE, North $87^{\circ}36'30''$ East, 753.29 feet to the beginning of a tangent curve concave southwesterly having a radius of 500.00 feet; THENCE, northeasterly 268.73 feet along said curve through a central angle of $30^{\circ}47'40''$; THENCE, South $61^{\circ}57'10''$ East, 217.35 feet to the beginning of a tangent curve concave southwesterly having a radius of 320.00 feet; THENCE, southeasterly 186.88 feet along said curve through a central angle of $33^{\circ}27'35''$; THENCE, South $28^{\circ}29'35''$ East, 84.45 feet to the beginning of a tangent curve concave northeasterly having a radius of 517.00 feet; THENCE, southeasterly 476.93 feet along said curve through a central angle of $52^{\circ}51'19''$; THENCE, South $81^{\circ}29'12''$ East, 451.91 feet to the beginning of a tangent curve concave northerly having a radius of 828.00 feet; THENCE, easterly 175.35 feet along said curve through a central angle of $12^{\circ}08'03''$; THENCE, North $86^{\circ}22'46''$ East, 45.53 feet to the end of said centerline.

Distances are in California Coordinate System, NAD 1927, Zone 4 Grid. To obtain the ground equivalent multiply by 1.0002040152.

END OF DESCRIPTION

COUNTY OF INYO

By: _____

GRANTOR

Date: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____, 20__, from County of Inyo, to the City of Los Angeles, a municipal corporation, is hereby accepted by order of the Board of Water and Power Commissioners of the City of Los Angeles by the undersigned officer on behalf of said Board of Water and Power Commissioners of the City of Los Angeles pursuant to authority conferred by Resolution of said Board on September 14, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____

MARTIN L. ADAMS
General Manager and Chief
Engineer

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

State of California

County of _____

}

On _____
DATE

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

personally appeared _____
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
SIGNATURE OF NOTARY PUBLIC



RECORDING REQUESTED BY:

Los Angeles Department of Water and Power
300 Mandich Street
Bishop, CA 93514

WHEN RECORDED, MAIL TO:

County of Inyo
P.O. Drawer Q
Independence, CA 93526

THE AREA ABOVE THIS LINE IS FOR RECORDER'S USE

EASEMENT DEED	Grantor: City of Los Angeles
	Grantee: County of Inyo
	Project: North Haiwee Dam No. 2
APN(s)	Portion of 033-110-20, 033-140-05, and 033-210-26

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

As authorized by the Board of Water and Power Commissioners by Resolution No. 021 083 adopted on November 17, 2020, and approved by the Los Angeles City Council on February 3, 2021, for valuable consideration, receipt of which is hereby acknowledged, the CITY OF LOS ANGELES, a municipal corporation, grants to the COUNTY OF INYO, an easement for public roadway purposes over and across that certain real property owned by the City of Los Angeles and under the management and control of the Los Angeles Department of Water and Power, in the County of Inyo, State of California, described more particularly in Exhibit A and depicted on Exhibit B, attached hereto and made a part hereof.

SUBJECT TO all outstanding taxes and assessments, if any.

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

SUBJECT TO the condition that the grant and conveyance of the easement is authorized upon the terms and conditions stated herein and upon the further express condition that the same shall be continuously maintained by the County of Inyo for public roadway purposes; and that in the event the County of Inyo does not continuously maintain said real property for public roadway purposes for a period of one year, or vacates said roadway from the County of Inyo maintained road system, then, and in that event, upon the expiration of said one year period or said roadway vacation, all rights shall thereupon be forfeited, extinguished, and terminated, and all interest and rights hereby conveyed shall

thereupon automatically revert to and revest in the City of Los Angeles without any further action.

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

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

By: 
MARTIN L. ADAMS
General Manager and Chief Engineer

Date: 12-2-2021

And: 
YVETTE L. FURR
Acting Board Secretary

AUTHORIZED BY:

Resolution No.....	<u>021 083</u>
Adopted	<u>11/17/20</u>
Approved by Council on ..	<u>02/03/21</u>
Council File No.	<u>20-1511</u>

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

OCT 08 2021
BY 
JOHN BEANUM
DEPUTY CITY ATTORNEY

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

State of California

County of Los Angeles }

On December 2, 2021 before me, Yvette L. Furr, Notary Public
DATE Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.

Signature Yvette L. Furr
SIGNATURE OF NOTARY PUBLIC



Place Notary Seal Above



ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

On December 3, 2021 before me, Ron J. Davis
Notary Public, personally appeared Yvette L. Furr

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

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

WITNESS my hand and official seal.

Signature 

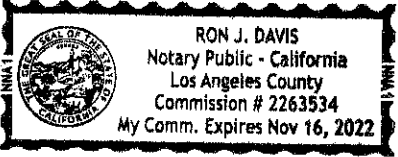


EXHIBIT A

Parcel No. 1 – Realignment of Cactus Flats Road

An easement for roadway and access purposes, all in, over, under, and across a portion of the South East Quarter of Section 33, and the South West Quarter of Section 34, Township 19 South, Range 37 East and the North West Quarter of Section 3, Township 20 South, Range 37 East, Mount Diablo Meridian, in the unincorporated territory of the County of Inyo, State of California, as shown on the map S-737-D on file in the office of the Los Angeles Department of Water and Power, 300 Mandich Street, Bishop, California and more particularly described as follows:

COMMENCING at the center of Section 33, Township 19 South, Range 37 East, monumented with a 2-inch Iron Pipe with tag RCE 27791, from which, the East Quarter of said Section 33, marked by a 1-inch Iron Pipe with tag LS 4741 bears North 89°32'11" East, 2636.14 feet; THENCE, South 42°40'34" East, 1982.97 feet to the POINT OF BEGINNING, said point being the centerline of Cactus Flats Road; THENCE, North 58°03'26" East, 60.00 feet, along the prolongation of a radial line to the beginning of a curve concave northeasterly having a radius of 410.00 feet; THENCE, southeasterly 415.45 feet along said curve through a central angle of 58°03'26"; THENCE, North 90°00'00" East, 1414.45 feet to the beginning of a tangent curve concave southwesterly having a radius of 475.00 feet; THENCE, southeasterly 225.12 feet along said curve through a central angle of 27°09'18" to the prolongation of a radial line of said curve which bears North 27°09'18" East; THENCE, along said prolongation 100.00 feet; THENCE, South 62°50'42" East, 762.16 feet to the prolongation of a radial line, which bears South 27°09'18" West; THENCE, along said prolongation 80.00 feet, to the beginning of a curve concave southwesterly having a radius of 580.00 feet; THENCE, southeasterly 584.41 feet along said curve through a central angle of 57°43'55" to a radial line of said curve which bears South 84°53'12" West; THENCE, along said radial 20.00 feet; THENCE, South 05°06'48" East, 567.60 feet to the beginning of a tangent curve concave northeasterly having a radius of 240.00 feet; THENCE, southeasterly 377.34 feet along said curve through a central angle of 90°05'02" to a radial line that bears South 05°11'50" East; THENCE, along the prolongation of said radial 60.00 feet to the centerline of Cactus Flats Road; THENCE, along a radial line that bears South 05°11'50" East, 60.00 feet to the beginning of a concentric curve concave northeasterly having a radius of 360.00 feet; THENCE, northwesterly along said curve 566.01 feet through a central angle of 90°05'02"; THENCE, North 05°06'48" West, 567.60 feet to the beginning of a tangent curve concave southwesterly having a radius of 440.00 feet; THENCE, northwesterly 443.35 feet along said curve through a central angle of 57°43'55" to a radial line of said curve which bears S27°09'18"W; THENCE, along said radial line 40.00 feet;

THENCE, North 62°50'42" West, 762.16 feet to a radial line which bears North 27°09'18" East; THENCE, along said radial 40.00 feet, to the beginning of a curve concave southwesterly having a radius of 355.00 feet; THENCE, northwesterly 168.25 feet along said curve through a central angle of 27°09'18" to a tangent line of said curve, THENCE, South 90°00'00" West along said tangent line 1414.45 feet to the beginning of a tangent curve concave northeasterly having a radius of 530.00 feet; THENCE, northwesterly 537.04 feet along said curve through a central angle of 58°03'26" to a radial line which bears North 58°03'26" East; THENCE, along said radial 60.00 feet to the POINT OF BEGINNING.

Containing 14.81 acres, more or less.

Distances are in California Coordinate System, NAD 1927, Zone 4 Grid.
To obtain the ground equivalent multiply by 1.0002040152.

END OF DESCRIPTION

Parcel No. 2 – Existing Cactus Flats Road

An easement for roadway and access purposes, all in, under, and across a portion of the South East Quarter of Section 33, Township 19 South, Range 37 East, Mount Diablo Meridian, in the unincorporated territory of the County of Inyo, State of California, as shown on map S-737-D on file in the office of the Los Angeles Department of Water and Power, 300 Mandich Street, Bishop, California, within a strip of land 40.00 feet wide, lying 20 feet on each side of the following described centerline:

COMMENCING at the center of Section 33, Township 19 South, Range 37 East, monumented with a 2-inch Iron Pipe with tag RCE 27791, from which, the East Quarter of said Section 33, marked by a 1-inch Iron Pipe with tag LS 4741 bears North 89°32'11" East, 2636.14 feet; THENCE, South 42°40'34" East, 1982.97 feet, to the POINT OF BEGINNING; THENCE, North 31°56'34" West, 92.76 feet to the beginning of a tangent curve concave southwesterly having a radius of 184.13 feet; THENCE, northwesterly 39.84 feet along said curve through a central angle of 12°23'52"; THENCE, North 44°20'26" West, 402.05 feet to the beginning of a tangent curve concave northeasterly having a radius of 952.00 feet; THENCE, northwesterly along said curve 294.43 feet through a central angle of 17°43'13"; THENCE, North 26°37'13" West, 407.92 feet to the beginning of a tangent curve concave southwesterly having a radius of 830.00 feet; THENCE, northwesterly along said curve 82.13 feet through a central angle of 05°40'10"; THENCE, North 32°17'23" West, 459.23 feet to the end of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate on the northerly line of the South East Quarter of said Section 33.

Containing 1.63 acres, more or less.

Distances are in California Coordinate System, NAD 1927, Zone 4 Grid. To obtain the ground equivalent multiply by 1.0002040152.

END OF DESCRIPTION

Parcel No 3 – Existing Cactus Flats Road

An easement for roadway and access purposes, all in, under, and across a portion of the South East Quarter of Section 3, Township 20 South, Range 37 East, Mount Diablo Meridian, in the unincorporated territory of the County of Inyo, State of California, as shown on map S-737-D on file in the office of the Los Angeles Department of Water and Power, 300 Mandich Street, Bishop, California, within a strip of land 40.00 feet wide, lying 20 feet on each side of the following described centerline:

COMMENCING at the center of Section 33, Township 19 South, Range 37 East, monumented with a 2-inch Iron Pipe with tag RCE 27791, from which, the East Quarter of said Section 33, marked by a 1-inch Iron Pipe with tag LS 4741 bears North 89°32'11" East, 2636.14 feet; THENCE, South 54°40'32" East, 5725.49 feet; THENCE, North 81°57'09" East, 198.37 feet to the beginning of a tangent curve concave southwesterly having a radius of 656.00 feet; THENCE, easterly 402.80 feet along said curve through a central angle of 35°10'50"; THENCE, South 62°52'00" East, 54.70 feet, more or less, to the easterly line of the South West Quarter of said Section 3.

The side lines of said strip shall be lengthened or shortened to terminate on the easterly line of the South East Quarter of said Section 3.

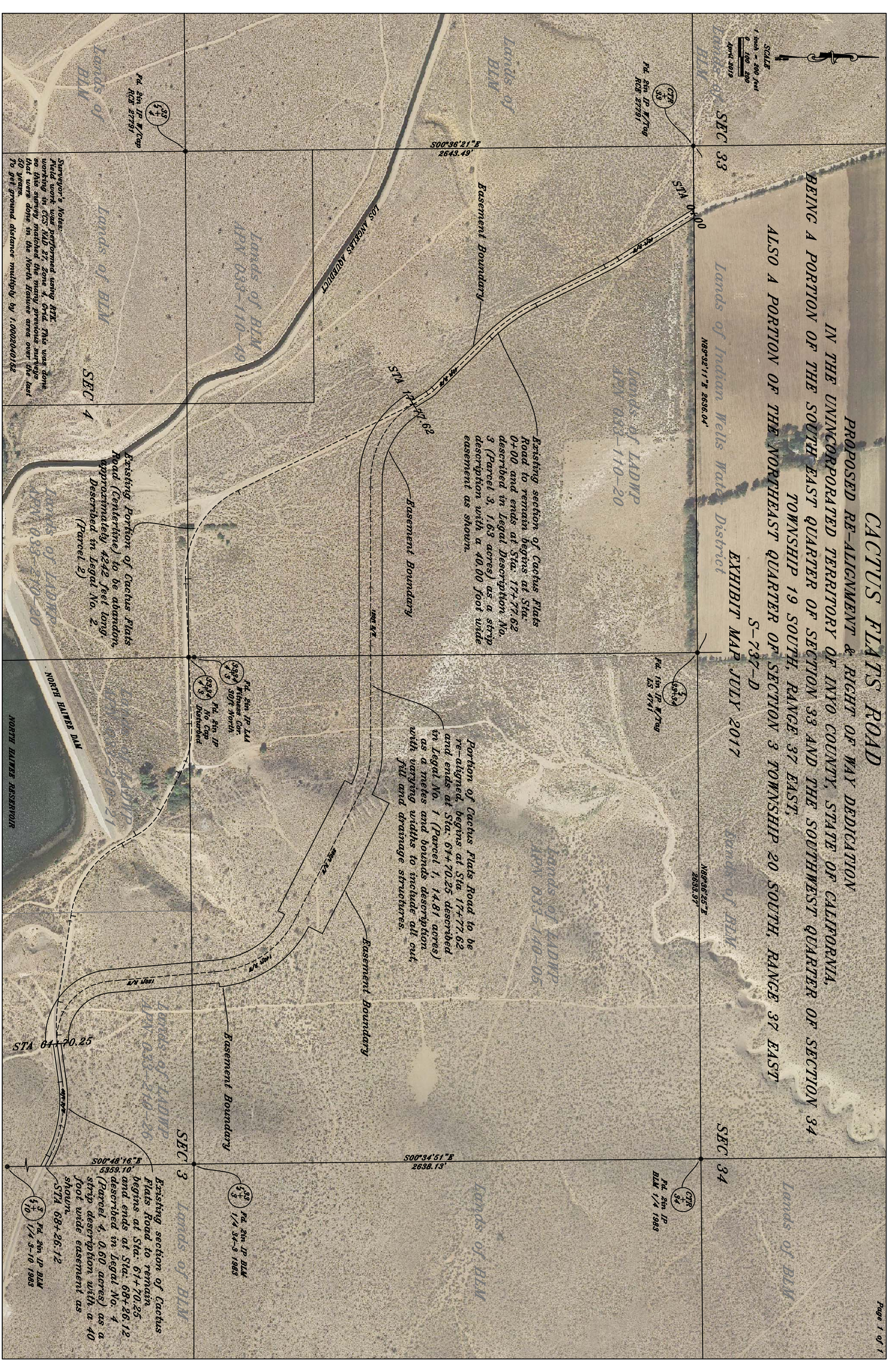
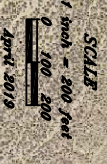
Containing 0.60 acres, more or less.

Distances are in California Coordinate System, NAD 1927, Zone 4 Grid. To obtain the ground equivalent multiply by 1.0002040152.

END OF DESCRIPTION

CACTUS FLATS ROAD

PROPOSED RE-ALIGNMENT & RIGHT OF WAY DEDICATION
 IN THE UNINCORPORATED TERRITORY OF INYO COUNTY, STATE OF CALIFORNIA,
 BEING A PORTION OF THE SOUTH EAST QUARTER OF SECTION 33 AND THE SOUTHWEST QUARTER OF SECTION 34
 TOWNSHIP 19 SOUTH, RANGE 37 EAST,
 ALSO A PORTION OF THE NORTHEAST QUARTER OF SECTION 20 SOUTH, RANGE 37 EAST
 S-737-D
 EXHIBIT MAP JULY 2017



Existing section of Cactus Flats Road to remain begins at Sta. 0+00 and ends at Sta. 17+77.62 described in Legal Description No. 3 (Parcel 3, 1.63 acres) as a strip easement with a 40.00 foot wide easement as shown.

Portion of Cactus Flats Road to be re-aligned, begins at Sta. 17+77.62 and ends at Sta. 61+70.25 described in Legal No. 1 (Parcel 1, 14.81 acres) as a metes and bounds description with varying widths to include all out fill and drainage structures.

Existing Portion of Cactus Flats Road (Centerline) to be abandoned, approximately 4242 feet long, Described in Legal No. 2 (Parcel 2)

Existing section of Cactus Flats Road to remain begins at Sta. 61+70.25 and ends at Sta. 68+26.12 described in Legal No. 4 (Parcel 4, 0.60 acres) as a strip description with a 40 foot wide easement as shown.

Surveyor's Notes:
 Field work was performed using RTK. No this survey matched the many previous surveys that were done in the North Bluffs area over the last 50 years.
 To get ground distance multiply by 1.0002040162



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Office of the Sheriff

SUBJECT: Purchase of ballistic safety vests

RECOMMENDED ACTION:

Request Board: A) declare Bid No. 2022-02 for duty vests unresponsive; and B) authorize the purchase of thirteen (13) Safariland armored vests and carriers from Adamson Police Products for an amount not to exceed \$24,766.

SUMMARY/JUSTIFICATION:

The County received one response to Bid 2022-02. ProForce Law Enforcement was unable to provide all of the items on the bid request and was non-responsive to the addendum criteria.

The Sheriff's Office included 18 replacement ballistic vests and carriers in our Fiscal Year 2021-2022 budget. These items are standard issue equipment for Sheriff's Personnel and an essential part of our operation and training. Due to employee turnover, normal wear and tear, and remaining in compliance with local, state, and federal equipment guidelines, the Department must replace and purchase new equipment on a continuing basis. It is imperative that we have continuity in our safety equipment and are able to provide it in a timely manner.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny this request. The staff does not recommend this action. These items are part of the required uniform and critical safety equipment for law enforcement. The Sheriff's office staff strives to get the best pricing available and will continue this practice in future purchasing endeavors.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is available in the Sheriff General budget #022700, personal and safety equipment object code #5112. These items are eligible to be reimbursed by COPS funding, with no general funds.

ATTACHMENTS:

1. BID #2022-02 Ballistic Safety Vests

2. Adamsons Quote

APPROVALS:

Riannah Reade
Darcy Ellis
Riannah Reade
John Vallejo
Amy Shepherd
Eric Pritchard

Created/Initiated - 5/31/2022
Approved - 6/1/2022
Approved - 6/1/2022
Approved - 6/1/2022
Approved - 6/2/2022
Final Approval - 6/2/2022

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2022-02

Bid Opening Date: 5/20/22

Location: County Admin Center

	BIDDER NAME	Bid	Bond
1	ProForce	\$26,080.24	
2			
3			
4			
5			
6			
7			
8			
9			
10			

Did not respond to addendum

Opened By: Darcy Ellis

Present: Denelle Carrington



COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:INYO COUNTY – SHERIFF'S DEPARTMENT
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

BILLING ADDRESS:

INYO COUNTY – SHERIFF'S DEPARTMENT
P.O. BOX 456
INDEPENDENCE, CA 93526

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. DRAWER N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526**BID OPENING: DATE: Wednesday, May 11, 2022 TIME: 3:30 P.M. (PDT)**

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS/HER BID:

DATED AT Prescott, AZ (CITY & STATE)

May 2nd, 20 22

CASH DISCOUNT TERMS n/a

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Proforce Marketing, Inc. dba Proforce Law Enforcement

NAME OF COMPANY REPRESENTATIVE (PRINTED) Amanda Cronkhite

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 2625 Stearman Rd Ste A

CITY AND STATE Prescott, AZ 86301

PHONE NUMBER 928-776-7192

FAX NUMBER 928-445-3468

- THIRTEEN (13) – SBA HARDWIRE 68 LEVEL IIIA A7 - MALE
- THREE (3) – SAFARLIND ARMOR 2.0, SX, LVL, II, A5-UNSTRUCT FEMALE
- SIXTEEN (16) – SAFARLIND ARMOR M2 COVERT
- THIRTEEN (13) – HARDWIRE SOFT TRAUMA PLATE, 5"X8"
- THREE (3) – SAFARLIND SOFT TRAUMA PLATE, 5"X7"
- TWELVE (12) – OREGON CITY CARRIER 2.0 CUT
- TWELVE (12) - PROTECH TP21B RADIO POUCH
- TWELVE (12) – HANDCUFF POUCH DOUBLE
- TWELVE (12) – HSGI DOUBLE PISTOL TACO – MOLLE – OD GREEN **NO BID**
- TWELVE (12) – HSGI PISTOL TACO – MOLLE – OD GREEN **NO BID**

- **BALLISTIC LEVEL 111A PACKAGE: NIJ0101.06**
- **NIJ STANDARD – 0101.06**

- **Vender will be required to provide on-site certified measurements with 48 hours of notice, free of charge.**

For questions regarding specifications, please contact Mark Smith at (760) 878-8221 or msmith@inyocounty.us



This bid was received on May 4
2022 @ 2:37 p.m.
Attest: Leslie Chapman,
Administrative Officer and Clerk of the
Board, Inyo County, California
By [Signature] Assistant

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>\$24,204.40</u>
Sales Tax (7.75%)	<u>\$1,875.84</u>
Shipping Charge	<u>n/a</u>
Total	<u>\$26,080.24</u>

Delivery will be made in 60-90 days after receipt of order.

Bid prices will remain valid and in effect through 12/30/2022

Indicate any exception to the bid:

We are unable to provide the following items:

• TWELVE (12) – HSGI DOUBLE PISTOL TACO – MOLLE – OD GREEN

• TWELVE (12) – HSGI PISTOL TACO – MOLLE – OD GREEN

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive. Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	599369	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD
TO

INYO COUNTY PURCHASING
 SHERIFF'S DEPT
 PO BOX S
 INDEPENDENCE CA 93526

SHIP
TO

INYO COUNTY SHERIFFS DEPT
 550 SOUTH CLAY STREET
 INDEPENDENCE CA 93526

760-878-0389

JOB #	ORD. DATE	CUST. #	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	05/02/22	000143	A	GREGG MCCLUNG	FX G-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.		UNIT PRICE	UOM DISC.	NET PRICE	
13	1350430-M SBA HW68 L-IIIA A7 MALE PANEL SET		1,187.85	EA .00	15,442.05	
3	1219784-U SBA SX02 II A5 FEMALE PNL SET UNSTRUCTURED		856.35	EA .00	2,569.05	
16	1348925 SBA M SERIES CONCEAL CARRIER COLOR:		107.73	EA .00	1,723.68	
13	1220916-58 SBA HARDWIRE TRMA PLT 5X8		44.20	EA .00	574.60	
3	1220902-57 SBA SOFT TRMA PLT 5X7 INCH		27.62	EA .00	82.86	
12	1303518-OC SBA OREGON CITY CARRIER FO 2.0 DN6566 COLOR:		254.14	EA .00	3,049.68	
12	NON-STOCK 1219671-TP21B TP21B RADIO POUCH		41.44	EA .00	497.28	
COMMENT						
TERMS						

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	599369	2
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD
TO

INYO COUNTY PURCHASING
 SHERIFF'S DEPT
 PO BOX S
 INDEPENDENCE CA 93526

SHIP
TO

INYO COUNTY SHERIFFS DEPT
 550 SOUTH CLAY STREET
 INDEPENDENCE CA 93526

760-878-0389

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	05/02/22	000143	A	GREGG MCCLUNG	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
12	1219671-TP17A SBA TP17 HANDCUFF POUCH DOUBLE	22.10	EA .00	265.20
<p>This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.</p> <p>Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department</p> <p>ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to ryan.schreiber@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.</p> <p>Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p>				

COMMENT	
TERMS	

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive. Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	599369	3
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD
TO

INYO COUNTY PURCHASING
 SHERIFF'S DEPT
 PO BOX S
 INDEPENDENCE CA 93526

SHIP
TO

INYO COUNTY SHERIFFS DEPT
 550 SOUTH CLAY STREET
 INDEPENDENCE CA 93526

760-878-0389

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	05/02/22	000143	A	GREGG MCCLUNG	FX G-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.		UNIT PRICE	UOM DISC.	NET PRICE	
	IMPORTANT: To order from this quotation, please sign below.					
	Printed Name: _____					
	Date: _____			P.O.: _____		
	Signature: _____					
	COMMENT			SALES AMOUNT	24,204.40	
	TERMS DUE NET 30 DAYS			7.750% SALES TAX	1,875.84	
				SUB TOTAL	26,080.24	



Quotation

DATE May 31, 2022	PAGE 1
ORDER NUMBER SC086772	

**10764 Noel Street
Los Alamitos, CA90720
PH: (800) 824-0162 FX: (800) 824-0112**

Sold To INYO COUNTY OF
PURCHASING - ACCOUNTS PAYABLE
P.O. DRAWER "S"
INDEPENDENCE, CA 93526

Ship To INYO COUNTY SHERIFF DEPT
ATTN: SGT MARK SMITH
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

REFERENCE	PO NUMBER	CUSTOMER NO	SALESPERSON	ORDER DATE	SHIP VIA	TERMS
SAF Q#21-QUO-002676		AC2019	TONYD	May 31, 2022	SH0001	NETO30

QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
ORD	SHIP	B / O					
13	0	13	788/1350430-M	SBA HARDWIRE 68 LEVEL IIIA A7 - MALE / JACOB GUIDO 2414/2216 MARK GUTIERREZ 2212/2214 JUAN MARTINEZ 2214/2016 MATT GRAEFF 2413/2215 RYAN CUTHBERT 2011/2013 TIM NOONAN 2214-2016 TIM BACHMAN 2414/2216 TIM PLUNKETT 3017/2819 ERIC CLINTON 2014/2016 MARK LOYD (NOT SIZED) CHRISTIAN HERNANDEZ-SANTANA (NOT SIZED) KENNETH HERNANDEZ-SANTANA (NOT SIZED) KYLE ONEY (NOT SIZED)	1,050.00	EA	13,650.00
3	0	3	788/SBA-SX02-II-U	SAFARILAND ARMOR 2.0, SX, LVL II, A5 - UNSTRUCT FEMALE MARK & SIZE FOR: C/DEP JAZMIN VALENZUELA U2010-1811 PERLA PEREZ (NOT SIZED) CHRISTIAN RAY (NOT SIZED)	995.00	EA	2,985.00
16	0	16	788/SBA-M2	SAFARILAND ARMOR M2 COVERT CONCEALABLE CARRIER COLOR: TAN 1 EA FOR ABOVE ARMOR PACKAGES	95.00	EA	1,520.00
13	0	13	788/1220916-58	HARDWIRE SOFT TRAUMA PLATE, 5"x8"	40.00	EA	520.00
3	0	3	788/1220916-57	HARDWIRE SOFT TRAUMA PLATE, 5"x7"	40.00	EA	120.00
12	0	12	788/DN6566	OREGON CITY CARRIER 2.0 CUT COLOR: TACTICAL GREEN MARK & SIZE FOR: JACOB GUIDO 2414/2216	220.00	EA	2,640.00
This quote is valid for 60 days							

	Subtotal
	Total Sales Tax
	Total Order

Quotation continued on next page ...

Original



Quotation

DATE May 31, 2022	PAGE 2
ORDER NUMBER SC086772	

**10764 Noel Street
Los Alamitos, CA90720
PH: (800) 824-0162 FX: (800) 824-0112**

Sold To INYO COUNTY OF
PURCHASING - ACCOUNTS PAYABLE
P.O. DRAWER "S"
INDEPENDENCE, CA 93526

Ship To INYO COUNTY SHERIFF DEPT
ATTN: SGT MARK SMITH
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

REFERENCE	PO NUMBER	CUSTOMER NO	SALESPERSON	ORDER DATE	SHIP VIA	TERMS
SAF Q#21-QUO-002676		AC2019	TONYD	May 31, 2022	SH0001	NETO30

QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
ORD	SHIP	B / O					
				MARK GUTIERREZ 2212/2214 JUAN MARTINEZ 2214/2016 MATT GRAEFF 2413/2215 RYAN CUTHBERT 2011/2013 TIM NOONAN 2214/2016 TIM BACHMAN 2414/2216 TIM PLUNKETT 3017/2819 ERIC CLINTON 2014/2016 MARK LOYD (NOT SIZED))KYLE ONEY (NOT SIZED) #12 ??			
12	0	12	715/TP21B	PROTECH TP21B RADIO POUCH (FITS SMALLER RADIO) ALL POUCH TACTICAL GREEN	37.50	EA	450.00
12	0	12	715/TP17A	HANDCUFF POUCH, DOUBLE	20.00	EA	240.00
12	0	12	368/11PT02OD	HSGI DOUBLE PISTOL TACO\$ - MOLLE, OD GREEN	45.25	EA	543.00
12	0	12	368/11PT00OD	HSGI PISTOL TACO\$ - MOLLE - OD GREEN	26.35	EA	316.20
This quote is valid for 60 days							

	Subtotal	22,984.20
	Total Sales Tax	1,781.27
	Total Order	24,765.47

Original



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Office of the Sheriff

SUBJECT: Forest Service Patrol Services agreement

RECOMMENDED ACTION:

Request Board approve Agreement 20-LE-11051360-040 between the County of Inyo and U.S. Forest Service for the provision of forest service patrols in an amount not to exceed \$12,000 for the period of October 1, 2021, through September 30, 2022, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Sheriff's Office provides patrol service on USDA Forest Service land annually per the agreement. The USDA Forest Service reimburses the Sheriff's Office for services upon completing patrols during the recreation season from May 28th through September 30th.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Decline to enter into the agreement. The reimbursement agreement offsets overtime costs to the Sheriff's general budget.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funds received under this agreement are budgeted in the Sheriff General Budget #022700, Forest Service Revenue Code #4693

ATTACHMENTS:

1. U.S. Forest Service Agreement

APPROVALS:

Riannah Reade
Darcy Ellis

Created/Initiated - 6/1/2022
Approved - 6/2/2022

Riannah Reade
John Vallejo
Amy Shepherd
Eric Pritchard

Approved - 6/2/2022
Approved - 6/2/2022
Approved - 6/2/2022
Final Approval - 6/2/2022



MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 18

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 20-LE-11051360-040		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:		3. MODIFICATION NUMBER: 005	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Pacific Southwest Region, Grants and Agreements 35 College Drive South Lake Tahoe, CA 96150			5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Inyo National Forest 351 Pacu Lane, Ste. 200 Bishop, CA 93514		
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): County of Inyo 550 Clay Street Independence, CA 93526			7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):		

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Patrol OP - Add \$4,896 (total \$12,000 available), Controlled Substance OP- Add
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Cooperator & FS Patrol & Control Substance Contacts.
<input type="checkbox"/>	OTHER (Specify type of modification): Updated language to the Cooperative Law Enforcement Agreement (see below)

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

Updated language to the Cooperative Law Enforcement Agreement includes:

1) Removal the word "annual" in "Annual Operating Plan and Financial Plan." It shall be replaced with "Operating Plan and Financial Plan." The Operating and Financial Plan is made and agreed to as of the last date of signature of the Cooperative Law Enforcement Agreement and is in effect through December 31, 2025, unless modified during the annual review.

Patrol Contact Changes (See Exhibit A for details):
County of Inyo: Program -Eric Pritchard, Sheriff; and Administrative- Lt. Tim Bachman
Forest Service: Admin- Kimberly Linse, Program Support Assistant, Grants & Agreements- Genevieve Villemaire, GMS

Controlled Substance contact Changes (See Attached Exhibit B)
County of Inyo: Program- Eric Pritchard, Sheriff
Forest Service: Program -Wayne Nomi, Special Agent; Admin- Kimberly Linse, PSA, Grants & Agreements-Genevieve Villemaire, GMS

Updated County Rates- See Attached Exhibits A&B

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A (Patrol Operating Plan), Exhibit B (Controlled Substance Operating Plan), Law Enforcement Billing Summary, and Law Enforcement Activity Log

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.



11.A. COUNTY OF INYO SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): ERIC PRITCHARD		11.F. NAME (type or print): LESLEY YEN	
11.G. TITLE (type or print): Sheriff		11.H. TITLE (type or print): Forest Supervisor, Inyo NF	
		11.K. U.S. FOREST SERVICE SIGNATURE	11.L. DATE SIGNED
		(Signature of Signatory Official)	
		11.N. NAME (type or print): DON HOANG	
		11.P. TITLE (type or print): Special Agent in Charge	
12. G&A REVIEW			
12.A. The authority and format of this modification have been reviewed and approved for signature by: GENEVIEVE VILLEMAIRE <u>GENEVIEVE VILLEMAIRE</u> U.S. Forest Service Grants & Agreements Specialist			12.B. DATE SIGNED 5/25/2022

Digitally signed by GENEVIEVE VILLEMAIRE
Date: 2022.05.25 15:49:17 -07'00'



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 20-LE-11051360-040

Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN
Between The
COUNTY OF INYO
And the
USDA, FOREST SERVICE
INYO NATIONAL FOREST**

2022 PATROL OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Inyo County Sheriff’s Department, hereinafter referred to as “the Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Inyo National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #20-LE-11051360-040. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through **December 31, 2025**, unless modified during the annual review.

Previous Year Carry-over: \$4,896.00
Current 2022 Year Obligation: \$7,140.00
Total Operating Plan: \$12,000
MOD 005

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Eric Pritchard, Sheriff Inyo County 550 S. Clay Street P.O. Box “S” Independence, CA 93526 Telephone: 760-878-0320 FAX: 760-878-0389 Email: epritchard@inyocounty.us	Lt. Tim Bachman 550 S. Clay Street P.O. Box “S” Independence, CA 93526 Telephone: 760-878-0235 FAX: 760-878-0389 Email: tbachman@inyocounty.us



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Laura James, Patrol Captain 351 Pacu Lane, Ste. 200 Bishop, CA 93514 Telephone: 760-873-2520 Email: laura.james@usda.gov	Kim Linse, Program Support Assistant 351 Pacu Lane, Ste. 200 Bishop, CA 93514 Telephone: 760-873-2497 Email: kimberly.linse@usda.gov
	U.S. Forest Service Grants & Agreement Contact
	Genevieve Villemaire Grants Management Specialist 35 College Drive South Lake Tahoe Email: genevieve.villemaire@usda.gov

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$111.00 per patrol

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.
- B. The patrols will be conducted on a no-set-time basis during the Department’s normal shift assignments and usually between the hours of 6:00 PM and 6:00 AM . Patrols will occur primarily on weekends, holidays and other high-use periods.

Patrol in the following campgrounds, developed sites, or dispersed areas:

1. Bishop Creek Drainage Patrols
Includes all recreation sites
2. Big Pine Drainage Patrols
Includes all recreation sites



3. Lone Pine Drainage Patrols

Includes Lone Pine Campground, Whitney Portal Trailhead and Picnic Area, and Whitney Portal Campgrounds.

RATE SCHEDULE FOR REIMBURSABLE SERVICES

RATE OF REIMBURSEMENT

1. Services provided for B.1 – maximum of 32 patrols
2. Services provided for B.2 – maximum of 19 patrols
3. Services provided for B.3 – maximum of 48 patrols

FUNDS ALLOCATED

- | | | |
|----------------|----------------------------------|---------------------|
| 1. Section B.1 | \$111.00 per patrol X 32 patrols | = \$3,552.00 |
| 2. Section B.2 | \$111.00 per patrol X 19 patrols | = \$2,109.00 |
| 3. Section B.3 | \$111.00 per patrol X 48 patrols | = <u>\$5,328.00</u> |

Total = \$10,989.00

Total reimbursement for this category shall not exceed the amount of: \$10,989.00.

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Training will be limited to work related training aimed at improving the overall efficiency of the enforcement and patrol activities related to this agreement between the Cooperator and the Forest Service. This includes training for those Officers that work in the mountainous terrain and County areas within the boundaries of the Inyo National Forest.

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement and shall be approved by the Forest Service (Designated Representative or Alternate Representative).

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

The Forest Service shall approve procurement of equipment to carry out the activities of this plan in advance. The Cooperator, who will bear all maintenance and repair responsibility, shall retain title to this equipment.

Inyo County's request to purchase emergency equipment for the replacement patrol vehicles used for patrol under the Cooperative Agreement is approved.



Total reimbursement for this category shall not exceed the amount of \$1,011.00, or by authorization of the Forest Service (Designated Representative or Alternate Representative) if greater expenditures are necessary. All expenditures in this category shall be approved by the Forest Service (Designated Representative or Alternate Representative). The estimated useful life of the equipment under the law enforcement agreement provisions IV-J and IV-D (5) shall be provided at the time the documents are filed. For any reimbursable Cooperator purchased equipment over \$5,000 in unit value, an estimate of the useful life of the equipment is required.

Total reimbursement for this category shall not exceed the amount of: \$1,011.00

V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.
 1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
 3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates



specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

The Cooperator will furnish either monthly, quarterly, or annually *itemized statements* of expenses to the U.S. Forest Service. These expenditures shall be tie to the reimbursable expenses and the rate schedule, and shall be certified by the Cooperator as being proper. These statements must be accompanied by a Law Enforcement Billing Summary, Patrol Enforcement (Attachment A) and Law Enforcement Activity Report, from FS-5300-5 (Attachment B), filled out as required by Provision 11-G of the Cooperative Law Enforcement Agreement 20-LE-11051360-040 and must be completed and submitted to the contact in (A) below for each billing statement.

A. **Submit original invoice(s) for Payment to:**

USDA, Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101 B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
Email: sm.fs.asc_ga@usda.gov

Send a copy to:

Laura James, Patrol Captain
Kim Linse, Prog Support Specialist
351 Pacu Lane, Se. 200
Bishop, CA 93514
Telephone: 760-873-2520 & 2497
Email: laura.james@usda.gov
kimberly.linse@usda.gov

- B. Annual billing for each fiscal year must be received before December 31st of that operating year. This will allow the Forest Service to determine if additional funds are needed in the succeeding year.
- C. Final billing for reimbursement must be received by the Forest Service no later than **120 days** from expiration date of the Cooperative Law Enforcement Agreement.
- D. **Annually update the registration of the County Sheriff's UEI# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information**



- E. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$10,989.00	
Training		10%
Equipment	\$1,011.00	
Special Enforcement Situations		
Total	\$12,000.00	

- F. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Office of the Sheriff

SUBJECT: Request Board approve 2022 Controlled Substance Annual Operating and Financial Plan

RECOMMENDED ACTION:

Request Board approve the 2022 Controlled Substance Annual Operating and Financial Plan between the County of Inyo and USDA Forest Service, Inyo National Forest for the provision of Controlled Substance Operations for a funding amount up to \$5,000 for the period of October 1, 2021, through September 30, 2022, contingent upon the Board's approval of future budgets, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Marijuana cultivation within the Forest Service boundaries in Inyo County continues to increase. These include the areas from the southern end of the county to the northern end of the county. The Sheriff's Office has continued to investigate and abate the cultivation with the U.S. Forest Service and BLM. Monies from this Plan/Agreement will assist the Sheriff's Department in assisting these investigations and eradicating thousands of marijuana plants within Inyo County. The marijuana-growing season starts in the spring, and the harvesting season begins from August to September. As such, no expenditures or reimbursements are expected until FY 2022/2023.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny the agreement and use existing County funds for controlled substance operations.

OTHER AGENCY INVOLVEMENT:

USDA USFS

FINANCING:

The U.S. Forest Service reimbursements total \$5000, to be billed and received in the 2022/2023 fiscal year. The revenue will be budgeted in the Sheriff General Budget (022700) Revenue Code Federal Grants (4555) budget for the FY 2022/2023.

ATTACHMENTS:

1. USFS Supresion Agreement

APPROVALS:

Riannah Reade
Darcy Ellis
Riannah Reade
John Vallejo
Amy Shepherd
Eric Pritchard

Created/Initiated - 6/1/2022
Approved - 6/1/2022
Approved - 6/2/2022
Approved - 6/2/2022
Approved - 6/2/2022
Final Approval - 6/2/2022



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	18

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 20-LE-11051360-040	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 005
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Pacific Southwest Region, Grants and Agreements 35 College Drive South Lake Tahoe, CA 96150	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Inyo National Forest 351 Pacu Lane, Ste. 200 Bishop, CA 93514	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): County of Inyo 550 Clay Street Independence, CA 93526	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Patrol OP - Add \$4,896 (total \$12,000 available), Controlled Substance OP- Add
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Cooperator & FS Patrol & Control Substance Contacts.
<input type="checkbox"/>	OTHER (Specify type of modification): Updated language to the Cooperative Law Enforcement Agreement (see below)

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

Updated language to the Cooperative Law Enforcement Agreement includes:

1) Removal the word "annual" in "Annual Operating Plan and Financial Plan." It shall be replaced with "Operating Plan and Financial Plan." The Operating and Financial Plan is made and agreed to as of the last date of signature of the Cooperative Law Enforcement Agreement and is in effect through December 31, 2025, unless modified during the annual review.

Patrol Contact Changes (See Exhibit A for details):
County of Inyo: Program -Eric Pritchard, Sheriff; and Administrative- Lt. Tim Bachman
Forest Service: Admin- Kimberly Linse, Program Support Assistant, Grants & Agreements- Genevieve Villemaire, GMS

Controlled Substance contact Changes (See Attached Exhibit B)
County of Inyo: Program- Eric Pritchard, Sheriff
Forest Service: Program -Wayne Nomi, Special Agent; Admin- Kimberly Linse, PSA, Grants & Agreements-Genevieve Villemaire, GMS

Updated County Rates- See Attached Exhibits A&B

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A (Patrol Operating Plan), Exhibit B (Controlled Substance Operating Plan), Law Enforcement Billing Summary, and Law Enforcement Activity Log

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.



11.A. COUNTY OF INYO SIGNATURE (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): ERIC PRITCHARD		11.F. NAME (type or print): LESLEY YEN	
11.G. TITLE (type or print): Sheriff		11.H. TITLE (type or print): Forest Supervisor, Inyo NF	
		11.K. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)	11.L. DATE SIGNED
		11.N. NAME (type or print): DON HOANG	
		11.P. TITLE (type or print): Special Agent in Charge	
12. G&A REVIEW			
12.A. The authority and format of this modification have been reviewed and approved for signature by: GENEVIEVE VILLEMAIRE GENEVIEVE VILLEMAIRE U.S. Forest Service Grants & Agreements Specialist			12.B. DATE SIGNED 5/25/2022

Digitally signed by GENEVIEVE VILLEMAIRE
Date: 2022.05.25 15:49:17 -07'00'



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 20-LE-11051360-040

Cooperator Agreement No. _____

EXHIBIT B

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN
Between The
COUNTY OF INYO
And the
USDA, FOREST SERVICE
INYO NATIONAL FOREST**

2022 CONTROLLED SUBSTANCE OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Inyo County Sheriff’s Office, hereinafter referred to as “the Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, the Cooperator National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #20-LE-11051360-040. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through **December 31, 2025**, unless modified during the annual review.

Previous Year Carry-over: \$5,000.00
Current 2022 Year Obligation: \$0.00
Total Operating Plan: \$5,000.00
MOD 005

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Eric Pritchard, Sheriff Inyo County P.O. Drawer “S” 550 South Clay Street Independence, CA 93526 Telephone: 760-878-0320 FAX: 760-878-0389 E-mail: epritchard@inyocounty.us	Riannah Reade P.O. Box Drawer S 550 South Clay Street Independence, CA 93526 Telephone: 760-878-8558 FAX: 760-878-0389 E-mail: rreade@inyocounty.us



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Wayne Nomi, Special Agent Angeles National Forest 701 N. Santa Anita Avenue Arcadia, CA 91006 Office: 626-574-5354 Cell: 559-392-2244 FAX: 626-821-6784 Email: wayne.nomi@usda.gov	Kim Linse, Program Support Assistant Inyo National Forest 351 Pacu Lane, Ste. 200 Bishop, CA 93514 Office: 760-873-2497 FAX: 760-873-2563 Email: kimberly.linse@usda.gov
	U.S. Forest Service Grants & Agreement Contact
Joseph Sadowski Assistant Special Agent in Charge 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-9170 Fax: 707-562-9031 Email: joseph.sadowski@usda.gov	Genevieve Villemaire Grants Management Specialist 35 College Drive South Lake Tahoe, CA 96150 Telephone: Please Use Email. genevieve.villemaire@usda.gov

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV- I of Agreement No. 20-LE-11051360-040, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

A. The *U.S. Forest Service* agrees:

1. To reimburse the Cooperator for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including;
 - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
 - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
2. To reimburse the Cooperator for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or



trafficking of controlled substances on or affecting the administration of National Forest system lands, including:

- a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
 - b. Apprehension of persons suspected of producing or trafficking controlled substances.
 - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
 - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse the Cooperator for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

Note: The Cooperator retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse the Cooperator for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases may not exceed 10% of the total allocation without prior approval by the U.S. Forest Service Designated Representative.

B. The Cooperator agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
 - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances and notify the U.S. Forest Service of such locations as soon as possible.
 - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
 - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.



- 2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in Section II, A of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and the Cooperator mutually agree to the following:

- 1. The following rate schedule will apply to all expenditures that may be reimbursed to the Cooperator under this agreement;

Salary (base)	\$44.86 per hour,
Salary (overtime)	\$base + 1/2 per hour,
Per diem costs	\$69/M&IE + \$130.00/Lodging,
Travel (mileage and fares)	\$0.585 per mile,
Helicopter flight time	Actual documented costs,
Supplies or equipment	Actual documented costs

- 2. The total expenditures of the Cooperator that may be reimbursed may not exceed **\$5,000.00**.
The total expenditures for item **A.4** may not exceed..... **10%** of the total allocation.

III. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. The Cooperator will furnish either monthly, quarterly, or annually itemized statements of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. A Law Enforcement Billing Summary must be completed and submitted to the contacts for each billing statement.

B. Submit original invoice(s) for Payment to:

USDA, Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101 B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
Email: sm.fs.asc_ga@usda.gov

Send a copy to:

Wayne Nomi, Special Agent
Kimberly Linse, Prog Sup Specialist
701 N. Santa Anita Ave
Arcadia, CA 91006
Telephone: 559-392-6784
760-873-2563
Email: wayne.nomi@usda.gov
kimberly.linse@usda.gov



- C. Annual billing for each fiscal year must be received before December 31st of that operating year. This will allow the Forest Service to determine if additional funds are needed in the succeeding year.
- D. Final billing for reimbursement must be received by the Forest Service no later than **120 days** from expiration date of the Cooperative Law Enforcement Agreement
- E. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Denelle Carrington

SUBJECT: Adoption of Modified Fiscal Year 2021-2022 Board Approved Budget as the Preliminary Budget for Fiscal Year 2022-2023

RECOMMENDED ACTION:

Request Board adopt the modified Fiscal Year 2021-2022 Board Approved Budget as the Preliminary Budget for Fiscal Year 2022-2023 and approve the Fixed Assets as recommended by staff (*4/5ths vote required*).

SUMMARY/JUSTIFICATION:

Preliminary Budget

A budget must be adopted for the continuance of County operations into Fiscal Year 2022-2023. Therefore, it is the recommendation of the County Administrator that your Board adopt the Fiscal Year 2021-2022 Board Approved County Budget, modified as discussed below, as the Preliminary Budget (spending plan) for Fiscal Year 2022-2023 until your Board holds Budget Hearings and takes action to approve a Final Board Approved County Budget for Fiscal Year 2022-2023, which is expected to occur by mid-September.

The Fiscal Year 2022-2023 Preliminary Budget, which includes all Funds within your Board's purview, contains \$108,588,070 in expenditures and \$102,084,398 in revenues. Of these totals, the General Fund portions are \$68,591,536 and \$61,581,443 respectively. This assumes a General Fund balance for the year ending June 30th of \$7,010,093. While Fund Balance will not be certified by the Auditor-Controller until September 6, 2022 the Preliminary Budget reliance on Fund Balance is somewhat misleading given the Preliminary Budget will not be close to being fully expended prior to the Final Budget being approved based on actual Fund Balance.

Rollover List

Approving the Preliminary Budget is necessary to keep operations going until the passage of the Final Budget. As part of the Preliminary Budget approval process, your Board authorizes a list of specific expenditures that would not otherwise be included in the rollover budget but are expected to be undertaken during the "dry period". These do not increase the size of the previous years budget. This list traditionally includes all capital and road projects currently underway, necessary contracts, fixed assets, and any other necessary and justified expenditure.

As submitted, the Preliminary Budget includes the following fixed assets, capital projects that are ongoing, and items that were encumbered and ordered but have not yet been received.

Budget	Budget #	Object Code	Amount	Description
Bishop Air - Environmental Assessment	630306	5265	\$205,114	Contractual expenses - project planned for completion before Final Budget Adoption
Board of Supervisors	010100	5700	\$75,000	Purchase of Board Streaming - Board of Supervisors Equipment
CAO-ACO	010201	5650	\$20,000	Contingency/Capital Purchases
CAO-ACO	010201	5232	\$6,000	Contingency/Capital Purchases
CAO-Economic Development	010202	5232	\$6,000	Purchases for Business Development Center
Computer Upgrade	011808	5232	\$65,000	Emergency Computer Equipment Purchases - Tech Refresh
Computer Upgrade	011808	5650	\$50,000	Emergency Purchase or Repair of Servers, etc.
Consolidated Office Building	011809	5232	\$25,000	Emergency Purchases - Consolidated Building
CSA 2	810001	5700	\$50,000	Sewer construction to be completed before Final Budget Adoption
Deferred Maintenance	011501	5650	\$30,000	Lone Pine HVAC system
Deferred Maintenance	011501	5640	\$10,000	Parking Lot projects to be completed before Final Budget Adoption
District Attorney	022400	5232	\$6,414	Encumbrance for items that will not be received until after June30, 2022
ESAAA	683000	5232	\$3,000	Purchase of two ADA drinking fountains
Information Services	011801	5232	\$5,000	Emergency purchases
Information Services	011801	5122	\$37,500	Funding for payment of county-wide cell phone bills through the end of September
Library	066700	5650	\$25,000	Purchase of book shelves
LTC	504605	5232	\$4,000	Current encumbrances that will not arrive until after June 30, 2022
Motor Pool - Operating	200100	5655	\$111,000	Vehicle equipping currently occurring, but will not be completed before June 30, 2022
Motor Pool - Replacement	200200	5801	\$111,000	Transfer of funds into the operating budget
Parks & Recreation	076998	5232	\$2,481	Current encumbrances that will not arrive until after June 30, 2022
Parks & Recreation	076998	5650	\$120,000	Encumbrance for amphibious machine
Per Capita Grant	670200	5630	\$400,000	Construction to begin before Final Budget Adoption
Recycling & Waste Management	045700	5620	\$50,000	Emergency Gas Extraction Well Replacement
Recycling & Waste Management	045700	5232	\$3,000	Computer purchase
Risk Management	010900	5232	\$2,500	Emergency chair purchases for other departments

Road	034600	5717	\$1,952,647	N. Round Valley Bridge Replacement project
Road	034600	5650	\$565,000	Encumbered items not yet received - Grader and Mower Tractor - Board approved 02/2022
Road	034600	5655	\$185,000	Encumbered items not yet received - service truck - Board approved 02/2022
Road	034600	5232	\$6,000	Current encumbrances that will not arrive until after June 30, 2022
Road Projects - State	034601	5735	\$7,000	Continuation of Road Projects
Road Projects - State	034601	5736	\$20,000	Continuation of Road Projects
Road Projects - State	034601	5709	\$20,000	Continuation of Road Projects
Road Projects - State	034601	5715	\$100,000	Continuation of Road Projects
Road Projects - State	034601	5708	\$76,773	Continuation of Road Projects
Tecopa Lagoon Phase II	643111	5700	\$233,833	Continuation of project
Sheriff	022700	5313	\$15,000	Purchase of canine
Sheriff	022700	5265	\$8,000	Equip a vehicle for new canine
Sheriff	022700	4998	\$23,000	Operating transfer n from the Canine Replacement Trust and Asset Forfeiture Fund for Canine purchase and vehicle equip
Sheriff	022700	5232	\$3,139	Current encumbrances that will not arrive until after June 30, 2022
Sheriff	022700	5700	\$93,013	Current encumbrances that will not arrive until after June 30, 2022
Water	024102	5232	\$7,500	Current encumbrances that will not arrive until after June 30, 2022
Insurance Trust	011600	5158	\$180,000	Insurance premiums due by July 30, 2022
Workers Comp	500902	5158	\$1,300,000	Insurance premiums due by July 30, 2022
Liability Trust	500903	5158	\$925,000	Insurance premiums due by July 30, 2022
Medical Malpractice	500904	5158	\$50,000	Insurance premiums due by July 30, 2022
All Budgets with Salaries and Benefits	Various	5024	\$6,698,354	Unfunded liability payments due July, 2022

This year's Preliminary Budget again resists inclusion of department requests for certain appropriations associated with projects and purchases which would typically (and appropriately) not be considered for funding until the regular Budget Hearings. This affects department requests for "dry period" funding for discretionary purchases and projects, some of which have been long in the pipeline, and some that might need to be funded with categorical monies or Operating Transfers. If these projects and purchases were approved in the Preliminary Budget, they would essentially pre-empt your Board's further consideration and budget flexibility during the Budget Hearings or approval of the Final County Budget. This is particularly important in situations when the project or purchase would need to be funded with an Operating Transfer (e.g. General Fund, Geothermal Royalties, etc.) that could be used for other budget needs once those needs are fully identified through the full budget process.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to adopt the Preliminary Budget as presented, however, this is not recommended because a spending plan needs to be in place by July 1, 2022 for continuation of operations prior to adoption of a Final Board Approved Budget for Fiscal Year 2022-2023. Your Board could also choose to adopt a Preliminary Budget that modifies the amounts presented here. This option is also not recommended because the Board must have a spending plan in place for Fiscal Year 2022-2023, which commences on July 1, 2022, and because your Board should conduct Budget Hearings before higher spending levels are adopted for Fiscal Year 2022-2023. Alternately, your Board could otherwise modify or reduce the rollover list and consider the eliminated item(s) as part of the Fiscal Year 2022-2023 Budget Hearings.

OTHER AGENCY INVOLVEMENT:

As part of the Fiscal Year 2022-2023 Budget "Kickoff," departments were asked to submit requests regarding any fixed asset expenditures, applicable contracts, Public Works and Road projects, and other necessary expenditures for which they anticipated needing funding for during the "dry period". All requests were due by May 27, 2022. The requests (as well as some non-requests) were reviewed by the Budget Team as part of the preparation of the Fiscal Year 2022-2023 Preliminary Budget, and the Budget Team's recommendations are contained herein.

FINANCING:

The Preliminary Budget totals \$108,588,070 in expenditures and \$102,084,398 in revenues, which includes \$68,591,536 in expenditures and \$61,581,443 in revenues for the General Fund.

ATTACHMENTS:

APPROVALS:

Denelle Carrington	Created/Initiated - 5/23/2022
Darcy Ellis	Approved - 5/24/2022
Denelle Carrington	Approved - 6/7/2022
Amy Shepherd	Approved - 6/7/2022
Leslie Chapman	Final Approval - 6/9/2022



County of Inyo



District Attorney

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Tom Hardy

SUBJECT: Inyo County District Attorney Policy Regarding Military Equipment

RECOMMENDED ACTION:

Request Board approve proposed Ordinance 1279 titled, "An Ordinance of the Inyo County Board of Supervisors Adopting the Inyo County District Attorney Policy Regarding Military Equipment Pursuant to AB 481."

SUMMARY/JUSTIFICATION:

AB 481 from the 2021 Legislative session requires certain law enforcement agencies which acquire or use certain "military equipment" to obtain approval from their applicable governing body. District Attorneys are included in the list of agencies and offices required to comply with AB 481. AB 481 provides specific definitions of items considered "military equipment". While the District Attorney is a Constitutionally independent officer, the Board of Supervisors maintains budgetary authority over expenditures of the District Attorney, and the District Attorney believes that this Board, pursuant to the terms of AB 481, must review and approve (by ordinance) the District Attorney's "military equipment" policy. At this time, the only "military equipment" owned by the District Attorney's office are three patrol rifles and related ammunition. These rifles are assigned to DA Investigators for use in potential high risk law enforcement operations. The District Attorney does not plan to acquire any new or additional "military equipment".

In seeking the approval of the governing body, a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue. Following the requisite 30-day posting, the Board must consider approval of an ordinance adopting that policy at a noticed public meeting. Accordingly, and in compliance, the Board conducted its first reading of the proposed ordinance adopting the Policy on June 7, 2022. The Ordinance is presented today for adoption.

BACKGROUND/HISTORY OF BOARD ACTIONS:

None.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Delaying the process will affect the County's ability to use the necessary equipment.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

None.

ATTACHMENTS:

1. Proposed Ordinance Adopting DA Military Equipment Policy

APPROVALS:

Maureen McVicker	Created/Initiated - 5/23/2022
Darcy Ellis	Approved - 5/24/2022
Maureen McVicker	Approved - 5/24/2022
Keri Oney	Approved - 5/24/2022
John Vallejo	Approved - 5/31/2022
Amy Shepherd	Approved - 5/31/2022
Tom Hardy	Final Approval - 5/31/2022

ORDINANCE NO. -

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS ADOPTING
THE INYO COUNTY DISTRICT ATTORNEY POLICY REGARDING
MILITARY EQUIPMENT PURSUANT TO AB 481**

WHEREAS, Assembly Bill 481 was signed into law on September 30, 2021; and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by adoption of a military equipment use policy, prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

WHEREAS, AB 481 defines law enforcement agencies to include a district attorney's office; and

WHEREAS, AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy; and

WHEREAS, the Inyo County District Attorney Policy Regarding Military Equipment ("Policy"), attached hereto as Exhibit A and incorporated herein by this reference, has been prepared by the Inyo County District Attorney as its proposed military equipment use policy; and

WHEREAS, pursuant to Government Code section 7071(b), the Policy was submitted to the Inyo County Board of Supervisors on April 26, 2022 and posted on the District Attorney's internet website for 30 days thereafter; and

WHEREAS, pursuant to Government Section 7071(c), a duly noticed public meeting was conducted by the Inyo County Board of Supervisors on June 7, 2022, to consider the Policy.

NOW THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION I.

Based on the above recitals, which are incorporated herein as findings, and the information provided to the Board at its June 7, 2022 meeting, the Inyo County Board of Supervisors determines that the Inyo County District Attorney Policy Regarding Military Equipment complies with the standards for approval under Government Code section 7071:

1. The identified military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. The Inyo County District Attorney Policy Regarding Military Equipment will safeguard the public’s welfare, safety, civil rights, and civil liberties.
3. The purchase and use of the identified military equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. All military equipment use prior to the adoption of the above-mentioned policy complied with applicable Department policy in effect at that time, and adoption of the policy will ensure future compliance.

SECTION II:

The Inyo County District Attorney Policy Regarding Military Equipment (Exhibit A), is hereby approved and adopted.

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED THIS __ DAY OF _____, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Totheroh, Chair
Inyo County Board of Supervisors

ATTEST:

By:_____



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Jared Sparks

SUBJECT: Inyo County Sheriff's Office Military Equipment Policy

RECOMMENDED ACTION:

Request Board introduce, read title, and waive further reading of the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Adopting the Inyo County Sheriff's Office Policy Regarding Military Equipment Pursuant to AB 481," and set adoption for Tuesday, June 21, 2022 in the Board of Supervisors Chambers, Independence.

SUMMARY/JUSTIFICATION:

AB 481 requires certain law enforcement agencies which acquire or use certain "military equipment" to obtain approval from their applicable governing body. AB 481 provides specific definitions of items considered "military equipment."

In seeking the approval of the governing body, a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue. Following the requisite 30-day posting, the Board must consider approval of an ordinance adopting that policy at a noticed public meeting. Accordingly, the Inyo County Sheriff's Office submitted its Policy to the Board at the April 26, 2022 Board meeting and subsequently posted the policy on its internet website for the required 30 days. The Ordinance adopting the policy is being presented to the Board today for a first reading and will be scheduled for adoption on June 21, 2022.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Delaying the process will affect the County's ability to use the necessary equipment.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Final Ordinance - SO Military Equipment Policy
2. ICSO Military Equipment
3. ICSO AB481 Equipment Inventory

APPROVALS:

Jared Sparks	Created/Initiated - 6/9/2022
Darcy Ellis	Approved - 6/9/2022
Jared Sparks	Approved - 6/9/2022
Keri Oney	Approved - 6/9/2022
John Vallejo	Approved - 6/9/2022
Amy Shepherd	Final Approval - 6/9/2022

ORDINANCE NO. -

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS ADOPTING
THE INYO COUNTY SHERIFF POLICY REGARDING
MILITARY EQUIPMENT PURSUANT TO AB 481**

WHEREAS, Assembly Bill 481 was signed into law on September 30, 2021; and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by adoption of a military equipment use policy, prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

WHEREAS, AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy; and

WHEREAS, the Inyo County Sheriff Policy Regarding Military Equipment (“Policy”), attached hereto as Exhibit A and incorporated herein by this reference, has been prepared by the Inyo County Sheriff’s Office as its proposed military equipment use policy; and

WHEREAS, pursuant to Government Code section 7071(b), the Policy was submitted to the Inyo County Board of Supervisors on April 26, 2022 and posted on the Sheriff’s internet website for 30 days thereafter; and

WHEREAS, pursuant to Government Section 7071(c), a duly noticed public meeting was conducted by the Inyo County Board of Supervisors on June 14, 2022, to consider the Policy.

NOW THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION I.

Based on the above recitals, which are incorporated herein as findings, and the

information provided to the Board at the June 14, 2022, public meeting, the Inyo County Board of Supervisors determines that the Inyo County Sheriff Policy Regarding Military Equipment complies with the standards for approval under Government Code section 7010:

1. The identified military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. The Inyo County Sheriff Policy Regarding Military Equipment will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The purchase and use of the identified military equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. All military equipment use prior to the adoption of the above-mentioned policy complied with applicable Department policy in effect at that time, and adoption of the policy will ensure future compliance.

SECTION II:

The Inyo County Sheriff Policy Regarding Military Equipment (Exhibit A), is hereby approved and adopted.

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED THIS __ DAY OF _____, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Totheroh, Chair
Inyo County Board of Supervisors

ATTEST:

By:_____

Military Equipment

704.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

704.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the [Department/Office].

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Inyo County Sheriff Department

Policy

Military Equipment

704.2 POLICY

It is the policy of the Inyo County Sheriff Department that members of this [department/office] comply with the provisions of Government Code § 7071 with respect to military equipment.

704.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this [department/office] to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying [department/office] equipment that qualifies as military equipment in the current possession of the [Department/Office], or the equipment the [Department/Office] intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Inyo County Sheriff Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the [department/office]'s funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the [department/office] website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the [Department/Office] will respond in a timely manner.

704.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the [Department/Office]:

[Insert attachment here]

704.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the [department/office] website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

Inyo County Sheriff Department

Policy

Military Equipment

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this [department/office].
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

704.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

704.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the [department/office] website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in [department/office] inventory.

704.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the [Department/Office] shall hold at least one well-publicized and conveniently located community engagement meeting, at which the [Department/Office] should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Description	Manufact.	Date	Quantity	Cost	Lifespan	Purpose, Training, & Authorized Use
40 mm						
Direct Impact OC	Safariland LLC	Sep-21	44	\$32.00 EA	Single use. Lifespan: 5 years.	Use: Barricaded suspect (s), hostage rescue, and crowd control. This limits the danger / exposure to
Direct Impact Extended Range OC	Safariland LLC	Sep-21	14	\$33.50 EA	Single use. Lifespan: 5 years.	Civilians, Deputies and the Suspect (s). Devices used have been proven to increase the success of peaceful
Penetrating Ferret OC	Safariland LLC	Sep-21	46	\$30.35 EA	Single use. Lifespan: 5 years.	outcomes. All listed CN/CS/ OC gas has the same general purpose with different delivery and concentrations
Direct Impact CS	Safariland LLC	Sep-21	51	\$31.80 EA	Single use. Lifespan: 5 years.	depending on the situation.
Direct Impact Extended Range CS	Safariland LLC	Sep-21	12	\$33.50 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Direct Impact Extended Range Marking	Safariland LLC	Jan-17	6	\$33.50 EA	Single use. Lifespan: 5 years.	Training: POST Diversionary Devices course. Additional training through SED/SWAT Trainings.
32. cal Stinger Rubber ball	Safariland LLC	Jan-17	10	\$28.40 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
White Smoke	Safariland LLC	Jan-17	18	\$34.20 EA	Single use. Lifespan: 5 years.	Lifespan: 5 years.
Red Smoke	Safariland LLC	Jan-17	15	\$41.30 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Green Smoke	Safariland LLC	Jan-17	13	\$41.30 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Ferret CS Powder	Def Tech	Jan-17	10	\$26.90 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Ferret OC	Def Tech	Jan-17	26	\$19.35 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Ferret CS	Def Tech	Jan-17	3	\$20.60 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Direct Impact Marking	Safariland LLC	Jan-17	2	\$31.80 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Ferret Practice	Def Tech	Jan-17	4	\$28.05 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
CS Delay 1.35	Def Tech	Jan-17	18	\$28.05 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Direct Impact Extended Range Sponge	Safariland LLC	Jan-17	15	\$32.35 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Sponge Round training kit	Safariland LLC	Apr-22	250	\$3.96 EA	Reusable. Lifespan: 5 years.	Authorized use: SED Team.
Direct Impact Sponge	Safariland LLC	Jan-21	26	\$30.10 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
40MM Launcher	LMT	20-Apr	5	\$812.00	7-10 years depending on use.	Authorized use: SED Team.
Candles / Grenades						
OC Vaper	Safariland LLC	1/16/2021	24	\$52.65 EA	Single use. Lifespan: 5 years.	Use: Barricaded suspect (s), hostage rescue, and crowd control.
CS Candle	Safariland LLC	1/16/2021	10	\$34.70 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Pocket Tac CS	Def Tech	Jan-21	21	\$29.40 EA	Single use. Lifespan: 5 years.	Training: POST Diversionary Devices course.
OC Grenad T-16	Def Tech	1/16/2021	13	\$34.40 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
CS Canister	Def Tech	1/16/2021	4	\$34.70 EA	Single use. Lifespan: 5 years.	Lifespan: 5 years.
CS Canister	Fed Lab	1/16/2021	2	\$34.70 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Smoke Grenade	Fed Lab	1/16/2021	2	\$41.10 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Smoke Grenade	Fed Lab	1/16/2021	2	\$41.10 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
CS Grenade	Fed Lab	1/16/2021	5	\$34.70 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Flameless Tri Chamber CS Grenade	Def Tech	Jan-17	23	\$48.55 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
HC Max Smoke	Def Tech	Jan-02	7	\$44.25 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Pocket Tac Smoke	Def Tech	Jan-02	11	\$29.10 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Pepperball						
Live	Pepperball	Jan-21	4,500	\$2.50 per	Single use. Lifespan: 3 years.	Use: Barricaded suspect(s), tactical operations, jail operations, and crowd control.
Inert	Pepperball	Jan-21	8,250	\$1.00 per	Single use. Lifespan: 3 years.	Lifespan: 3 years (for live & Inert).
Tippmann Launcher	Pepperball		7	\$600.00 EA	5-7 years with depending on use.	Training: 8-hour Pepperball training course.
37MM						
37mm Launcher	Federal Labratori UNK		3	\$928.75 ea	Out of date not used in primary deployments	Use: N/A - NO LONGER USED.
Ferret CS	Def Tech	Jan-07	12	\$26.90 EA	Single use. Lifespan: 5 years.	Lifespan: no longer used, to be destroyed.
Heavy Barricade CS	Def Tech	Jan-07	10		Single use. Lifespan: 5 years.	Authorized use: N/A
Ferret OC	Def Tech	Jan-07	1		Single use. Lifespan: 5 years.	
OC						
Sabre Red MK-3	Crossfire Tech	8/2/2021	36	\$12.00 EA	Single use. Lifespan: 5 years.	Use: Barricaded suspect(s), tactical operations, jail operations, and crowd control.
Sabre Red MK4	Crossfire Tech	8/2/2021	43	\$13.00 EA	Single use. Lifespan: 5 years.	Training: POST Basic Academy chemical agents course.
Sabre Red MK-9	Crossfire Tech	1/21/2019	10	\$31.10 EA	Single use. Lifespan: 5 years.	Lifespan: 5 years.
12GA						
Less Than Lethal Shotguns stocks	Maggpul	05/19/0221	6	\$127.96 EA	Lifespan: 5 years.	Use: Patrol operations, tactical operations.
MK Ballistic Flexible Baton	Safariland LLC	Jan-20	335	\$5.85 EA	Single use. Lifespan: 5 years.	
MK Ballistic Fin Stabilized Baton	Safariland LLC	Jan-20	5	\$5.85 EA	Single use. Lifespan: 5 years.	Training: POST Basic Academy firearms, ICSO department quals. 4-hour less lethal course.
Drag Stabilized Baton	Safariland LLC	Jan-20	200	\$6.00 EA	Single use. Lifespan: 5 years.	
OC Liquid Ferret	Def Tech	Jan-20	45	\$8.70 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team, Patrol Staff, Custody Staff.
CS Liquid Ferret	AAI	Jan-20	10	\$8.70 EA	Single use. Lifespan: 5 years.	

CS/CN Delivery Devices

Large Burn Safe	Unkown		1		Lifespan varies on useage	<u>Use:</u> Tactical SED/SWAT operations.
Small Burn Safe			1		Lifespan varies on useage	
Wall Piercing Pole			1		Lifespan varies on useage	<u>Training:</u> SWAT Training.
Flash Bang Pole			2		Lifespan varies on useage	<u>Authorized use:</u> SED Team

Breaching Tools

Large Ram			1		10 years with proper use.	<u>Use:</u> gain access to buildings and vehicles to aprehend suspect (s) and or save victims.
Small Ram			2		10 years with proper use.	
Hooligan Tool			4		10 years with proper use.	<u>Training:</u> SWAT Training. <u>Authorized use:</u> SED Team

Night Vision

PVS-15	Litton	20-Nov	5		*Department of Navy lease contract	<u>Use:</u> Tactical night oprations.
PVS-18	Litton	22-Feb	6		*Department of Navy lease contract	<u>Training:</u> Swat Training. <u>Authorized use:</u> SED Team

Simunitions

AR style	Colt/Sim		3	\$700.00	5 years	<u>Use:</u> Provide realistic training for active shooter/active threat situtations, realistic SWAT training
Glock 22 style	Glock/Sim		2	\$500.00	5 years	exercises and hostage rescue.
Smith&Wesson Style	S&W/Sim		2	\$300.00	5 years	
Simunition Rounds	.38/.357		1,850		Single use.	<u>Training:</u> ICSSO active shooter/active threat and SWAT training.
Simunition Rounds	9mm		1,500		Single use.	<u>Authorized use:</u> SED Team, Patrol Staff (under direction of course Instructor).

Assault Rifles

Colt			29	\$1,200.00	5-10 years depending on use	
AR15	Colt		12	\$2,500.00	5-10 years depending on use	<u>Use:</u> Patrol operations. <u>Training:</u> POST 16-Hour Tactical Rifle Course. For Patrol Staff Use.
M4/M16	Colt		5	\$2,000.00	5-10 years depending on use	<u>Use:</u> SED/SWAT operations. <u>Training:</u> POST SWAT Course, SED/SWAT Training. SED Team Only
9mm SMG					5-10 years depending on use	<u>Use:</u> SED/SWAT operations. <u>Training:</u> POST SWAT Course, SED/SWAT Training. SED Team Only

Long Range Rifle

Bolt Action .308	Remington		1	\$1,500	10 years before rebuild yearly maintenance to be compliant.	<u>Use:</u> Long-range tactical SED/SWAT operations. <u>Training:</u> SED/SWAT Training.
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Robot

Avator II	Robotex	6/30/2013	1	\$15,903.00	20 years	<u>Use:</u> Tactical operations for entry and negotiation purposes.
Arm Attachment	Robotex	6/14/2014	1	\$26,460	20 years	<u>Training:</u> SED/SWAT Training.
Carbonfire 10 Adapter	Robotex	6/14/2014	1	5,995.60	20 years	<u>Authorized Use:</u> SED Team.

Command Trailers

Funrunner 22'	FC222	11/13/2000	1	\$17,316.00	5 years (per Auditor's Office)	<u>Use:</u> Tactical operations, critical incidents, natural disasters, large events etc.
Funrunner 24'	FDE242	6/3/2011	1	\$19,620.00	5 years (per Auditor's Office)	<u>Training:</u> Driver operator class/trailer opertations.
					Yearly maintenance: \$1,000.00	<u>Authorized use:</u> Sheriff's upper Administration, SED Team, Search and Rescue.

Radio Vehicle

MIGU Radio Communications Truck	Ford F-250	2/18/2010	1	\$28558.57	5 years (depreciated)	<u>Use:</u> Tactical operations, critical incidents, natural disasters, large events etc.
Camper shell	A.R.E.	3/20/2010	1	\$2,809.20	5 years (depreciated)	<u>Training:</u> Vehicle operators course.
Mobile Communications Tower	Unk	12/6/2012	1	\$24,03.13	10 years	<u>Authorized use:</u> Licensed ICSSO staff/Support Services

Ammunition

FMJ .223	Winchester	11/30/2021	44,000	0.43	Single use. 5 years.	<u>Use:</u> Training, proficiency, and firearms applications.
SXT .223	Winchester	11/30/2021	16,140	0.55	Single use. 5 years.	<u>Training:</u> ICSSO range training, POST Perishable skills training.
FMJ.308	Winchester	11/30/2021	920	0.82	Single use. 5 years.	<u>Authorized use:</u> All sworn and Correctional Staff, as directed by range instructors.
SXT.308	Winchester	11/30/2021	1,360	0.99	Single use. 5 years.	
FMJ 9mm	Winchester	11/30/2021	57,000	0.22	Single use. 5 years.	
SXT 9mm	Winchester	11/30/2021	35,000	0.33	Single use. 5 years.	

EOD Explosive Suit

Bomb suit, visor, & helmet	EOD 9	6/30/2014	1	\$24,859.44	5 years	<u>Use:</u> Not currently in use, No EOD Staff
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Class III rifles to be traded in for credit

BROWNING	1918A2	8/12/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
AUTO-ORDNANCE CORP	28A1	2/21/1989	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
AUTO-ORDNANCE CORP	28A1	7/11/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
H&R REISING	MODEL 50	1/30/1943	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
H&R REISING	MODEL 50	1/30/1943	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
WINCHESTER	M14	6/14/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
H&R ARMS CO	M14	6/14/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
ITHACA	M3A1	1/8/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
ITHACA	M3A1	1/8/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
RPB INDUSTRIES	M10	unknown	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
SPRINGFIELD	UZI	unknown	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
FN	FAL	unknown	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
FN	FAL	unknown	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Office of the Sheriff

SUBJECT: Approval of Budget Amendments for the Off-Highway Vehicle Grant 623521

RECOMMENDED ACTION:

Request Board: A) request Board amend the Fiscal Year 2021-2022 Off-HWY Vehicle Budget (623521) as follows: increase appropriation in Equipment object code (5650) by \$19,954 and decrease appropriation in Internal Charges object code (5121) by \$17,954 and General Operating object code (5311) by \$2,000 (*4/5ths vote required*); B) amend the Fiscal Year 2021-2022 Sheriff Safety Budget (022710) as follows: decrease estimated revenue in Intra County Charges Revenue Code (4821) by \$17,954 and increase appropriations in Operating Transfers In revenue code (4998) by \$17,954; C) increase operating transfers out expense code 5801 in the Sheriff AB443 Trust (502709) by \$17,954 (*4/5ths vote required*); and D) authorize the purchase of one (1) 2022 Jeep Wrangler Unlimited Willy's Sport from Victorville Motors of Victorville, CA in an amount not to exceed \$50,267.

SUMMARY/JUSTIFICATION:

The Inyo County Sheriff's Office applied for and was awarded a grant from the Department of Parks and Recreation Off-Highway Vehicle (OHV) Program for \$52,753. The final award was posted on December 8, 2021, pursuant to the OHV Grant Program schedule. In prior years, the final award amount was made publicly available during the month of July, offering enough time to enter accurate budget information in the automated Inyo County accounting system. The OHV Grant Division has moved its award posting date to August; therefore, a budget amendment is the necessary course of action in order to begin spending down the grant award.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Vehicle costs are higher and availability is very limited. The County put this purchase out to bid with no responses. Victorville Motors happened to have a Jeep that will meet the grant specifications on May 30th. This budget amendment will allow for the full expenditure of the grant.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Budget Amendment, but this alternative is not recommended. The OHV monies have historically been a valuable resource for Inyo County, and the grant award has already been allocated to the Inyo County Sheriff's Office.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is sufficient funding in the OHV Grant Budget 623521 overall to facilitate the purchase of this Jeep.

ATTACHMENTS:

1. 2021 OHV G21-03-30-L01 Project Agreement
2. 20220614 OHV Jeep Quote
3. Jeep Specs
4. Letter to Newspaper for Notice
5. Bidder Instructions
6. Letter to Dealership
7. Instructions and Conditions for Motor Pool Bids
8. Bid Tabulation Form

APPROVALS:

Riannah Reade	Created/Initiated - 6/2/2022
Darcy Ellis	Approved - 6/2/2022
Riannah Reade	Approved - 6/2/2022
John Vallejo	Approved - 6/2/2022
Amy Shepherd	Approved - 6/2/2022
Denelle Carrington	Approved - 6/2/2022
Eric Pritchard	Final Approval - 6/2/2022

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G21-03-30-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Inyo County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM **09/05/2021** THROUGH **09/04/2022**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$52,753.00** (Fifty Two Thousand Seven Hundred Fifty Three and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> <i>Jeff Hollowell</i>	AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> <i>Sixto J. Fernandez</i>
AUTHORIZED NAME: 12/6/2021	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Sheriff	TITLE: Grants Manager
DATE: 12/6/2021	DATE: 12/6/2021

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
CONTRACT NUMBER: C32-33-101		SUPPLIER ID NUMBER: 0000075547		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62677	CHARGE AMOUNT: 52,753.00		PROGRAM: 2855
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 21	ENY/STATUTE 2021	FISCAL YEAR: 2021/2022

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Inyo County Sheriff's Department
Application: Law Enforcement

APPLICANT NAME :	Inyo County Sheriff's Department		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G21-03-30-L01
PROJECT TYPE :	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction of the Inyo County Sheriff's Department. The activities may include, but are not limited to patrol, barrier installation, maps, search, and rescue.</p> <p>Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of their Equipment's inventory for the duration of the Equipment's useful life and may only be used on activities that are applicable to the Law Enforcement category per Section 4970.12 of the Grants and Cooperative Agreements Program Regulations. Grantee must obtain written Off-Highway Vehicle Motor Vehicle Recreation (OHMVR) Division approval prior to disposition of all Grant related purchased Equipment and/or Heavy Equipment.</p> <p>Grantee is required to provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.</p>		

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	1. Staff-Staff-Patrol Deputies Notes : \$50 per hour OT. Duty Descriptor: OHV patrol. With the increased OHV activity we have seen within our jurisdiction, we plan to increase OHV enforcement patrols in the upcoming grant cycle. Equipment purchased with the G19 grant has increased our	300.000 0	50.000	HRS	15,000.00	0.00	15,000.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Inyo County Sheriff's Department
Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
capability to provide more OHV patrols. Additionally we will have at least three newly hired deputies, which will require increased staffing hours and training.						
2. Staff-Staff-Reserve Deputies Notes : \$32 per hour. Duty Descriptor: OHV patrol	50.0000	32.000	HRS	1,600.00	0.00	1,600.00
Total for Staff				16,600.00	0.00	16,600.00
2 Contracts						
3 Materials / Supplies						
1. Materials / Supplies- Emergency medical supplies Notes : Restock of medical supplies for emergency medical kits assigned to each OHV program vehicle.	1.0000	753.000	EA	753.00	753.00	0.00
4 Equipment Use Expenses						
5 Equipment Purchases						
1. Equipment Purchases-Street legal 4x4 vehicle Notes : Jeep JL Wrangler Rubicon. To be assigned to the opposite end of the county as the Jeep JL	1.0000	52000.000	EA	52,000.00	52,000.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Inyo County Sheriff's Department
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	<p>Wrangler Rubicon purchased during G19 grant cycle. Jeep Wranglers offer the ground clearance needed due to the extreme terrain that we routinely patrol for OHV enforcement. The Rubicon model offers the most ground clearance, and is also equipped with locking front and rear differentials to aid us in accessing areas in extreme terrain. Much of the off road area that we patrol cannot be accessed by current long-bed trucks, and also requires a vehicle as opposed to ATV due to inclement weather. This vehicle will be assigned to the OHV patrol division and be used 100% for the OHV project.</p>						
6	Others						
	<p>1. Annual training for Deputies Notes : Each year we host 16hr OHV training classes for beginners as well as advanced.</p>	1.0000	2500.000	EA	2,500.00	0.00	2,500.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Inyo County Sheriff's Department
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Typically we will put approximately 20-25 deputies through each of these trainings each year.						
Total Program Expenses					71,853.00	52,753.00	19,100.00
TOTAL DIRECT EXPENSES					71,853.00	52,753.00	19,100.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
Total Indirect Costs					0.00	0.00	0.00
TOTAL INDIRECT EXPENSES					0.00	0.00	0.00
TOTAL EXPENDITURES					71,853.00	52,753.00	19,100.00
TOTAL PROJECT AWARD					52,753.00		

Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this Agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and the terms and conditions set forth in this Agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. The State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

C. Project Costs

1. The Grant moneys to be provided to the Grantee under this Agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this Agreement, whichever is less:
2. If the Project includes acquisition of real property, the State shall disburse to the Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this Agreement.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State-approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

E. Project Termination

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.
4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.

F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

H. Use of Facilities

1. The Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

K. Severability

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Governing Law

1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.



Prepared For:
Mark Smith

Inyo County

Prepared By:
Gary Hornsby
Victorville Motors
15706 Valley Park Lane
Victorville, CA 92394
909-437-4645
ghornsby@vmmtrs.com

Prepared On: 5/26/2022

Quote Proposal

Vehicle Description	Retail	Sale Price
2022 Jeep Wrangler Unlimited Willys Sport VIN: 1C4HJXDG8NW186018	\$48,115	\$46,530

Upfits, Add-Ons	Retail	Sale Price

Available Rebates	Retail	Sale Price

Sub Total	\$48,115	\$46,530
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Estimated Tax, Title, and Doc Fees	\$3,860	\$3,737
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Total	\$51,975	\$50,267
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TOTAL SAVINGS		\$1,708
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Notes:

Guest paying taxes only. County vehicle need to do exempt plates.
This vehicle is currently in inventory.
We can process paperwork and payment whenever you are ready.

The information contained in this package is provided to assist in assessing our vehicle and is for your information only. Prices and content information shown are subject and should be treated as estimates only. Vehicle(s) listed subject to prior sale. Estimate good for 30 days. Rebates from factory are subject to change without notice

VEHICLE BID FORM
INYO COUNTY SHERIFFS OHV BID NO: MPSO 5 2022

ITEM #1

BID ITEM: HIGH CLEARANCE JEEP 4 X 4

MINIMUM BID SPECIFICATIONS

DESCRIPTION (Please place a "checkmark" in the appropriate column)	COMPLY	EXCEPTION
V-6 or 2.0 4 CYL Turbo GAS ENGINE		
8-SPEED AUTOMATIC TRANSMISSION		
4.10 AXLE GEAR RATIO		
4:1 TRANSFER CASE		
DOT SAFETY STANDARDS		
CALIFORNIA EMISSION STANDARDS		
RUBICON OFF ROAD PACKAGE OR EQUIVALENT		
CRUISE CONTROL		
AM/FM STEREO RADIO		
POWER STEERING		
POWER DOOR LOCKS, WINDOWS AND MIRRORS		
KEYLESS ENTRY REMOTE (2)		
DUAL FRONT AIR BAGS (MINIMUM)		
BLACK CLOTH LOW-BACK FRONT BUCKET SEATS		
AIR CONDITIONING W/HEATER		
4 DOOR		
BLACK 3-PIECE REMOVABLE HARD TOP		
17" WHEELS		
LT285/70R17 C RATED OFF-ROAD TIRES		
STEEL BUMPER GROUP		
-STEEL FRONT BUMPER, STEEL REAR BUMPER		
LED LIGHTING GROUP (REQUIRED FOR STEEL BUMPER GROUP)		
-DAYTIME RUNNING LAMP LED ACCENTS, FRONT LED FOG LAMPS, LED PREMIUM REFLECTOR HEADLAMPS, LED TAIL LAMPS		
TAILGATE MOUNTED SPARE TIRE		
FRONT & REAR SOLID AXLE SUSPENSION		
TIRE PRESSURE MONITORING SYSTEM		
ELECTRONIC LOCKING FRONT AND REAR DIFFERENTIALS		
ELECTRONIC FRONT SWAY BAR DISCONNECT		
TRAILER TOW AND HEAVY DUTY ELECTRICAL GROUP		
-240 AMP ALTERNATOR, 700 AMP MAINT-FREE BATTERY, 7 AND 4-PIN TRAILER WIRING HARNESS, AUXILLARY SWITCHES, AND CLASS II RECIEVER HITCH		
STANDARD FACTORY WARRANTY		
COLOR: BRIGHT WHITE CLEAR COAT		
Total of 4 keys -Two keys with remote entry fob and 2 extra key without entry fob		



COUNTY OF INYO

Administrative Services
1360 N. Main Street
Bishop, California 93514

May 5, 2022

Register Review Publishing Co.
1180 N Main St Suite 108
Bishop, CA 93514
Fax 760-873-3591

Attn: Legal Publications

Please publish the following Notice to Bidders in the Inyo Register on May 10, 12, and 14th.

Send proof of publication and invoice to the Inyo County Motor Pool, 1360 N. Main St, Bishop, California 93514.

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that County of Inyo Administrative Offices will receive sealed bids until 12:00 P.M. (PDT) on May 5, 2022 at 550 S. Clay Street, Independence, CA 93526.

BID NO. MPSO 5 2022

(1) ONE - 2022 OR NEWER HIGH CLEARANCE JEEP 4X4

Complete specifications, proposal instructions, conditions and proposal (bid) forms can be obtained by emailing motorpool@inyocounty.us or by visiting the Inyo County website inyocounty.us

INSTRUCTIONS TO BIDDERS

1. Evaluation and selection of the lowest bidder shall be based on the bid price of the vehicle meeting all of the specifications. Inyo County reserves the right in a case where none of the vehicles meet the specifications, to award to the lowest price vehicle which comes closest to meeting the specifications.
2. Inyo County reserves the right to reject any and all bids, and to waive any minor bid discrepancies.
3. Bidders may provide a discount for early payment. The time limit for counting the early payment period shall not be calculated until after the vehicle has been delivered and accepted in accordance with the terms of the specifications.
4. The County reserves the right to make an award anytime during a 90-day period following the receipt of bids.
5. All bids must include the firm's name, and be signed by a responsible officer or employee of the firm submitting the bid.
6. The bid(s) must be submitted in a sealed envelope, marked "Vehicle Purchase Bid", with the bid no. listed and addressed to the address indicated on the bid notice.
7. Due to budget considerations, Inyo County reserves the right to modify the number of vehicles to be purchased.
8. Small businesses are entitled to contracting and or purchase preference. A small business (as defined by ordinance) is entitled to a preference if its bid is within 5% of the base price of the low bid received and will be treated as the low bidder.
9. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% of the base price of the low bid received and will be treated as the low bidder. **To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

The following documents shall be delivered to Inyo County with the vehicle:

1. Completed and signed pre-delivery service checklist.
2. Window sticker showing all options installed.
3. An Owner's Manual, Warranty Certificate and card should be in the vehicle when delivered.

QUALITY ASSURANCE PROVISIONS

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed and signed by a representative of the organization performing the inspection/service and delivered with the vehicle.

A representative of Inyo County following delivery at the designated location will make inspection of the vehicle. In the event deficiencies are detected, the vehicle will be rejected and the dealer will be required to make the necessary repairs, adjustments and/or corrections. Payment and/or commencement of a discount period will not be made until the defects are corrected, and the vehicle re-inspected and accepted. The dealer shall be required to pick up the vehicle and deliver to the business that will be making the repairs and/or adjustments.

Inyo County shall have two (2) working days from date of delivery to inspect the vehicle and report any defects to the dealer. Undetected deficiencies not related to compliance with the specifications shall be handled under normal warranty provisions. Undetected deficiencies in meeting specifications shall not relieve the dealer from the responsibility of correcting such deficiencies should they be detected at any time after purchase and acceptance.



COUNTY OF INYO

Administrative Services
1360 N. Main Street
Bishop, California 93514

May 5, 2022

Dear Vendor,

The County of Inyo Sheriff Department, in conjunction with Inyo County Motor Pool, is seeking bids for vehicles described in the enclosed Vendor Bid Package.

Please return the completed bid package to the address shown in the bidder's instructions.

Please call the Inyo County Sheriff Office at (760) 878-0383 if you have any questions regarding this bid request.

Sincerely,

A handwritten signature in black ink, appearing to read "Miquela Beall".

Miquela Beall
Administrative Analyst



Material or Services
To be delivered to:

INYO COUNTY SHERIFF
ATTN: OHV BIDS
550 S. CLAY STREET
INDEPENDENCE, CA 93526

RETURN BIDS TO: INYO COUNTY SHERIFF DEPT.
PO BOX "S"
INDEPENDENCE, CA 93526
760-878-0383

BID OPENING: DATE: **MAY 20, 2022** TIME: **12:00 P.M.**

PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED. MAKE YOUR BID OR QUOTATION IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received in the Administrative Services Office by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.**

IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope. Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the bidder must strike out the words "or equal". If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.

4. Each quotation must be in separate sealed envelope with bid number on outside, and must be submitted to Inyo County Motor Pool, not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Terms of less than ten days for cash discount will be considered as net.
6. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
7. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
8. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
9. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidder's expense.
10. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
11. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
12. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
13. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
14. Quotations are subject to acceptance at any time within ninety (90) days after opening same, unless otherwise stipulated.
15. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
16. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from our mailing list.

17. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.
18. Small businesses are entitled to contracting and or purchase preference. A small business (as defined by ordinance) is entitled to a preference if its bid is within 5% of the base price of the low bid received and will be treated as the low bidder.
19. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% based on the base price of the low bid received and will be treated as the low bidder. To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

COUNTY OF INYO BID TABULATION

Project Title & Bid Number: 2022 OHV Bid# MPSO 5 2022

Bid Opening Date: _____

Location: _____ **BID UNSUCCESSFUL-No Responses.**

#	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bid Amount D	Bid Amount E	Bid Amount F
---	-------------	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------

1.				-			-
2.							
3.							
4.							
5.							
6.							

Opened by: _____

Present: _____





County of Inyo



County Administrator - Personnel

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Keri Oney

SUBJECT: Amendment No. 1 to the contract between the County of Inyo and Marilyn Mann

RECOMMENDED ACTION:

Request Board: A) approve Amendment No. 1 to the contract between the County of Inyo and Marilyn Mann for the Provision of Personnel Services as a County Department Head, adding an additional 40 hours of annual administrative time off, for a total of 80 hours of annual administrative time off, effective June 17, 2022; and B) authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Your Board previously approved the contract between the County of Inyo and Marilyn Mann for the Provision of Personnel Services as a County Department Head for Health and Human Services. That contract has a provision for 40 hours of annual administrative time off each year. To provide for consistency with other Personnel Services contracts, Marilyn Mann requested a negotiation of her current contract, requesting an additional 40 hours of annual administrative time off, for an annual total of eighty (80) hours of administrative time off. Administrative leave hours do not accumulate and will be lost if not utilized during the fiscal year; and administrative leave has no cash value.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this contract amendment and re-negotiate the terms and conditions.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

Funding for this position is budgeted in various Health and Human Services budgets in the salaries and benefits object codes.

ATTACHMENTS:

1. M. Mann - Contract 11.2017
2. M. Mann - Amendment 1 - Signed - 6.8.2022

APPROVALS:

Darcy Ellis
Keri Oney
John Vallejo
Amy Shepherd

Created/Initiated - 6/8/2022
Approved - 6/8/2022
Approved - 6/8/2022
Final Approval - 6/8/2022

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

INTRODUCTION

WHEREAS Marilyn Mann_ (hereinafter referred to as "Department Head") has been duly appointed as Health and Human Services 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 November 16, 2017 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 his 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. 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 Health and Human Services 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 ninety (90) 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:	
Marilyn Mann _____	Name _____
P.O. Box 103 _____	Street _____
Big Pine, CA 93513 _____	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 MARILYN MANN
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY DEPARTMENT HEAD**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
16 DAY OF November, 2017


COUNTY OF INYO

DEPARTMENT HEAD

By: 

By: Marilyn Mann
Print or Type Name

Dated: 11/14/17


Signature

Dated: 11/14/17


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 MARILYN MANN
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY DEPARTMENT HEAD

TERM:

FROM: November 16, 2017 **TO:** Termination

SCOPE OF WORK:

Department Head shall perform the duties and responsibilities as identified in the job description for Health and Human Services Director attached hereto.

ATTACHMENT B

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

TERM:

FROM: November 16, 2017

TO: Termination

SCHEDULE OF FEES:

1. Department Head shall be paid ten thousand five hundred dollars (\$10,500.00) per month, for the identified salary range, and shall be paid every two weeks on County paydays (26 pay periods per year).
2. Except as otherwise provided in this contract, Department Head shall be compensated and receive benefits according to Inyo County Resolution Number 2010-56 or a successor resolution applicable to Management Employees.
3. County will provide and maintain a motor vehicle for Department Head's use. Such vehicle will be assigned to Department Head for her exclusive use as required by her twenty-four hour emergency and professional response requirements within the County. The vehicle may be used for business purposes according to Inyo County policy and may be used to commute between Department Head's residence and County offices and may be stored at Department Head's residence.
4. Department Head is entitled to forty 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.

ATTACHMENT C

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

TERM:

FROM: November 16, 2017

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

AMENDMENT NUMBER One (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MARILYN MANN

FOR THE PROVISION OF PERSONAL SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Marilyn Mann _____ of Big Pine, CA _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated November 16, 2017, on County of Inyo Standard Contract No. 202, for the term from November 16, 2017 to Termination.

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

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

County and Contractor hereby amend such Agreement as follows:

SCHEDULE OF FEES

4. Department Head is entitled to eighty (80) hours of 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.

The effective date of this Amendment to the Agreement is June 14, 2022.

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

AMENDMENT NUMBER One (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MARILYN MANN

FOR THE PROVISION OF PERSONAL SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg

County Risk Manager

CONTRACTOR

By: *Marilyn Mann*

Signature

Marilyn Mann

Print or Type Name

Dated: 6/9/2022



County of Inyo



Child Support Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Amy Weurdig

SUBJECT: Increase authorized strength by adding a Program Manager

RECOMMENDED ACTION:

Request Board change the authorized strength within the Child Support Department by adding one (1) Program Manager, Range 80 (\$6,259 - \$7,613).

SUMMARY/JUSTIFICATION:

Your Child Support Regional Director recommends a change to the authorized strength to add a Program Manager position.

The Regional Director recommends a reorganization of the agency in light of office-wide staffing changes over the last 18 months. As positions have been filled, and employee capacities evaluated, and the upcoming departure of the Child Support Supervisor, the need for a second line of management supervisor has been identified. A program manager will help oversee operations, foster staff in training, education and programmatic work to engage them in career development within the agency.

Currently, the Regional Director is filling that role, which is creating barriers in advocating for the agency at a community level, state and legislative level. Child Support is an ever-changing department. Part of the mission of the Child Support Agency is to work in the community, to improve customer service, to improve enforcement efforts and improve our public image. By segueing operational work from the director to the program manager, this would allow the director an avenue for engagement at a more dynamic level to affect change for Child Support.

As a Regional Director supporting both Inyo and Mono Counties, the need for director advocacy is important to support this mission. A director works to create a department that is staffed by skilled, passionate staff, advocates for change, engages with partners and community members and represents Inyo and Mono counties in Sacramento is an important function of the position and without a second line of support, this work is jeopardized.

The current staff will need leadership and development to move them up in the agency. As they develop in their career, the succession planning within the agency will allow for upward movement. The goal is to foster employees to succeed and advance and by placing the position of Program Manager in the agency, this develops one more position in the advancement plan. The succession planning within the agency allows for a Caseworker to advance to Administrative Analyst or to Program Manager, or for an Administrative Analyst to Program Manager, or the Program Manager to Director. Creating this synergy within the department is important for

employee retention and job satisfaction.

Until the program manager is adequately trained, all staff direct reports to the director. In the long term, the administrative analyst and/or caseworkers would report to this position. However, that will be dependent on qualifications and agency needs. The Regional Director will maintain full agency oversight for staff and community engagement.

I hope that the board of supervisors sees the need and passion of this department to serve our communities and how important this request will be to the long term success of this agency.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline this request. This is not recommended, however, as the position would be undertaking duties that are necessary in the future absence of a filled caseworker supervisor position effective by the end of October 2022. The dovetailing of supervisory positions allows the department time to train and exchange a transfer of knowledge for a smooth transition. Target hiring would be after July 1, 2022, depending on qualified applicants and alignment with personnel and payroll requirements.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The funding for this position will be provided through the non-general fund Child Support Agency Budget 022501 and funding for this position is provided for in the Board 2022-2023 proposed budget.

ATTACHMENTS:

APPROVALS:

Lauri Harner	Created/Initiated - 5/2/2022
Darcy Ellis	Approved - 5/2/2022
Lauri Harner	Approved - 5/12/2022
Keri Oney	Approved - 5/18/2022
John Vallejo	Approved - 5/18/2022
Amy Shepherd	Final Approval - 5/18/2022



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 14, 2022

FROM: Cathreen Richards

SUBJECT: 6th Cycle Housing Element Update

RECOMMENDED ACTION:

Request Board receive a presentation from staff, provide comments, and potentially give direction on the most recent comments and requirements from the California Department of Housing and Community Development on the County's 6th Cycle Housing Element Update.

SUMMARY/JUSTIFICATION:

The County's Housing Element is required to be updated every eight years. This round, the 6th Cycle Housing Element, was due by August 30, 2021. Staff prepared and subsequently the Board approved a Housing Element update on August 17, 2021, meeting this deadline. It was then sent to the California Department of Housing and Community Development (HCD) on August 18, 2021. In response to the submittal, HCD provided numerous comments and a list of requirements to update the Housing Element in late September 2021. Staff answered these required changes in an updated DRAFT, which was sent back to HCD on November 3, 2021 (attached DRAFT). Then again, six months later in May of 2022, HCD sent a brand new batch of comments and requirements that must be included for the County to obtain certification of the Housing Element update.

Items already included in the 2021 Adopted Element

For the 6th Cycle Housing Element Update HCD allocated to the County a higher Regional Housing Needs Allocation (RHNA) number than what was used for the 2014 update. The County's RHNA for the 2014 Housing Element update was 160. The new allocation is 205 for the unincorporated County, a total of an additional 45 units. The RHNA number is also broken out into income categories including: Extremely Low and Very Low (46), Low (40), Moderate (39) and Above Moderate (80). The Housing Element Update identifies adequate sites and program actions to accommodate the total RHNA for each income category. For the Extremely Low, Very Low and Low categories, two LADWP parcels and one County owned parcel were identified. Two of these parcels are currently under CEQA review for a zone change to meet the criteria to be used for the RHNA. These parcels were the best located out of the few that met HCDs site requirements for the Extremely Low, Very Low and Low income categories (maps attached).

This round of Housing Element updates also required numerous changes generated by new State law that includes the following:

- Transitional and supportive housing, group homes and residential care facilities need to be included in the zoning code with definitions and where they are required to be allowed. There are also new parking requirements for these.

- Program for ADU/JADU development.
- Low Barrier Navigation Centers need to be added as a use. These are defined as a housing unit or shelter in which a resident who is homeless or at risk of homelessness may live temporarily while waiting to move into permanent housing.
- A RHNA sites monitoring program.
- Updates to density bonus language.
- A program for creating extremely low income units.
- Rehabilitation program for extremely low income units.
- Affirmatively Furthering Fair Housing section is required and programs to address issues identified in it.

Staff addressed these requirements in the 2021 adopted update by including:

- The State's preferred language for transitional and supportive housing and that group homes be allowed in all zoning districts with the same permitting requirements as any other residential unit in the same zoning district and updating their definitions and parking requirements in the code.
- A summary of the County's housing rehabilitation and ADU loan program and a program to continue to explore more ways to increase ADU development.
- The addition of a definition for Tiny Homes.
- Updates to the Density Bonus section of the code to meet current State regulations.
- Changing the Central Business zone to allow by right multi-family housing. It currently requires a Conditional Use Permit.
- Reviewing the County's residential zones to see if allowing for second homes on some of them, beyond those covered by SB9, is appropriate.
- Removing the Mobile Home overlay. It is not compliant with State law and is not used.
- Setting a goal to rehabilitate 15-existing housing units in need of help over the planning period with a focus on extremely low, very low and low income housing units.
- Explore the possibility and potential funding opportunities for infrastructure development in the more rural areas of the County.

Most current requirements from HCD, May 2022 – these must be added for the County to receive HCD certification

HCDs most current list includes:

- County must create a program and amend the zoning code for reasonable accommodation by fixing possible barriers in the code to housing accessibility for disabled and elderly people. This program would allow by right changes to zoning design standards without a variance in such cases. Something like a wheelchair ramp that has to be built in a front yard setback for accessibility is an example of a project this would cover.
- A program to design a safe parking program and identify a site for at least 61 unhoused individuals to park and have access to onsite restrooms and security (completed within 2-years).
- The country will need to regularly meet with regional partners (City of Bishop, Mono County, Town of Mammoth Lakes) to coordinate affordable housing strategies for extremely low income households.
- Identify additional Extremely Low, Very Low and Low income RHNA sites if DWP will not commit to housing on the sites they own.
- Facilitate dialogues with other land use management agencies to find properties for release for affordable housing. e.g. the State, Bureau of Land Management and the Forest Service.
- Explore a vacancy tax for empty residential units.
- Complete a carshare pilot program for lower income households that may not be able to afford a car for increased access to job opportunities.
- Create a promotional brochure for ADUs that will focus on their value to households with seniors as a way to facilitate aging in place and collecting a second rent to offset housing costs. This will include information about programs for financial help to homeowners for ADU development.
- Add Accessory Commercial Units (ACUs) as an allowed use in residential zones and identify locations for them. The ACU zoning designation is intended for light commercial uses, including grocery stores, childcare centers, coffee shops, etc. within residential areas. The County must also ensure that if ACU's are added as a permitted use, the development standards associated with them do not result in losses to housing capacity. The

idea of this program is to create small commercial hubs in residential neighborhoods for community convenience and to help reduce Vehicle Miles Traveled (VMT) by eliminating the need to travel greater distances for frequently needed services.

- Update the code to allow for 100-percent residential use in the Central Business zone without a CUP, and add a 50% residential requirement for mixed use projects.
- Update the allowed densities in the General Plan overall, and specifically to allow for more than 15-units without a CUP.
- Add an Environmental Justice Element to the General Plan.
- Review and update Central Business design standards including lowering and/or eliminating parking requirements.
- Review and update development standards including lot size, setbacks and parking standards to allow for more units per parcel in all residential zones, including Rural Residential.
- SB9 requirements added to code. This applies to the Urban Cluster area, as defined by the Census Bureau, surrounding the City of Bishop (map attached) . SB9 requires ministerial approval of a 2-lot subdivision and/or a development project for 2-units per lot. We will need to review the development standards in these areas to ensure they can accommodate development per SB9. HCD also recommends updating residential zoning in the rest of the County to allow for more units. This can be done by reducing minimum lot size requirements, setback reductions and lowering parking standards.

Many of these updates have the potential to change the landscape people are used to seeing in Inyo County's communities, primarily by creating more density within them. The standard set forth by the zoning code and General Plan would no longer be large lot neighborhoods with relatively low populations and this may be a difficult change for many of the County's citizens. On the other hand, these changes make sense with regard to the existing land use patterns as the areas that would be targeted for increased density are the same areas that already have the highest densities in the County (the unincorporated Bishop area, Big Pine, Independence, and Lone Pine). This is also a preferred development pattern with regard to landuse planning standards as it provides better access for residents to goods and services; relies on existing services and infrastructure instead of requiring new; is already close to transportation and employment opportunities; it addresses environmental concerns by keeping development out of areas that are environmentally sensitive; and, through these factors can result in more affordable housing.

These changes are also required for the County to obtain Housing Element Certification from HCD. Failure to have a compliant Housing Element primarily results in California jurisdictions losing access to grant opportunities provided by the State. These include:

- Community Development Block Grant Program
- Infill Infrastructure Grant Program
- Local Housing Trust Fund Program
- Affordable Housing and Sustainable Communities Program
- Permanent Local Housing Allocation Program
- Caltrans Sustainable Communities Grant Program.

Since what is being required means - a lot of change, as well as, staff time for zoning code and General Plan rewrite, public process and most likely County funding for CEQA review, staff is asking the Board of Supervisors for comments, suggestions and direction for the completion of the 6th Cycle Housing Element update.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County could not conduct the required updates and have a non-compliant Housing Element. This would result in lost grant opportunities.

OTHER AGENCY INVOLVEMENT:

California Department of Housing and Development, CAO's Office Housing program, Inyo County Public Works and Environmental Health Departments, and other outside agencies and non-profit organizations that work on housing projects and policy.

FINANCING:

County staff time to work on the Housing Element is covered by a Local Early Action Planning (LEAP) grant until December 2022.

ATTACHMENTS:

1. 2021 Housing Element Update Letter
2. Site 1 Map
3. Site 2 Map
4. Site 3 Map
5. Bishop Urban Cluster Map

APPROVALS:

Cathreen Richards
Leslie Chapman
Darcy Ellis
Cathreen Richards

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



**Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526**

**Phone: (760) 878-0263
E-Mail: inyoplanning@inyocounty.us**

November 3, 2021

State Department of Housing and Community Development
C/O Land Use and Planning Unit
2020 W. El Camino Ave, Suite 500
Sacramento, CA 95833

State Department of Housing and Community Development

Please find enclosed Inyo County's adopted 2021 6th Cycle Housing Element

Respectfully,

A handwritten signature in blue ink, appearing to read "Cathreen Richards", is written over a light blue horizontal line.

Cathreen Richards, Director

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 17th day of August 2021 an order was duly made and entered as follows:

*Planning - General
Plan Amendment
2021-22/Inyo County*

The Chairperson opened the public hearing at 1:18 p.m. Planning Director Cathreen Richards reviewed for the Board General Plan Amendment 2021-01/Inyo County - 2021 General Plan Housing Element Update. The Board engaged in discussion with Ms. Richards. No public comment was received, and the Chairperson closed the public hearing at 2:14 p.m. Moved by Supervisor Kingsley and seconded by Supervisor Roeser to approve General Plan Amendment 2021-01/Inyo County - 2021 General Plan Housing Element Update and certify that it is a Negative Declaration of Environmental Impact; and direct staff to send to the California Department of Housing and Community Development for certification. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 17th
Day of August, 2021

a

LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By _____

Routing

CC Purchasing Personnel Auditor CAO Other: Planning DATE: August 18, 2021

GPA-2021-01
Update Housing Element & BCD

RESOLUTION NO. 2021- D

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA RECOMMENDING THAT THE BOARD OF SUPERVISORS CERTIFY THE 2021 HOUSING ELEMENT UPDATE IS A NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT AND MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE, GENERAL PLAN AMENDMENT NO. 2021-01/INYO COUNTY HOUSING ELEMENT UPDATE AND SEND TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR CERTIFICATION

WHEREAS, the General Plan Housing Element is required pursuant to California Government Code Section 65580 et seq., and works to provide housing for all of Inyo County's residents;

WHEREAS, the Housing Element is required to be updated periodically, and the deadline to next update Inyo County's Housing Element is August 30, 2021 for the period extending between April 30, 2021 and April 30, 2029;

WHEREAS, Inyo County adopted a Housing Element in 1992 and updated it in 2001, 2003, 2009 and 2014;

WHEREAS, on April 20, 2020 the California Department of Housing and Community Development (HCD) transmitted the Regional Housing Need Allocation (RHNA) to Inyo County;

WHEREAS, the County began work on updating the Housing Element in June 2020;

WHEREAS, correspondence was transmitted to stakeholders in the County in October 2020, including real estate professionals, homeless service providers, public agencies, and others, advising them of the update process and requesting input;

WHEREAS, pursuant to Senate Bill 18 (SB18) and Government Code Section 65352.3, on October 28, 2020 the County requested a list of appropriate native American contacts from the California Native American Heritage Commission (NAHC), to request consultations with, regarding the Housing Element update

WHEREAS, the NAHC transmitted a list of Native American contacts to the County on October 14, 2020 for purposes of SB18 consultation regarding the Housing Element update;

WHEREAS, on October 28, 2020 the County initiated Native American Consultation pursuant to the California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5, with the Big Pine Band of the Owens Valley, Bishop Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Kern Valley Indian

Council, Walker River Reservation, 29 Palms Band of Mission Indians and the Lone Pine Paiute Shoshone;

WHEREAS, no Tribes requested consultation;

WHEREAS, on May 17, 2021 the County initiated Native American Consultation pursuant to Assembly Bill 52 (AD52) and per Public Resource Code Section 21080.3.1(b) with the Big Pine Band of the Owens Valley, Bishop Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Kern Valley Indian Council, Walker River Reservation, 29 Palms Band of Mission Indians, Cazaban Band of Mission Indians, Torres Martinez Desert Cahuilla Indians and the Lone Pine Paiute Shoshone Tribe;

WHEREAS, the only Bishop Paiute Tribe requested consultation;

WHEREAS, on May 27, 2021 County Staff and the First and Third District Supervisors meet with the Bishop Paiute for consultation to discuss housing issues and the Tribe had no comments;

WHEREAS, on Wednesday April 26, 2021 the County held an advertised public workshop via a Zoom meeting to educate interested parties about housing issues, the Housing Element update process, the sections with proposed changes and took comments;

WHEREAS, on April 28, 2021 the County sent a draft of the proposed changes to the Housing Element to the California Department of Housing and Community Development for review and comment;

WHEREAS, on June 25 the California Department of Housing and Community Development sent a letter of findings regarding the Housing Element and on June 16 and July 29, 2021 the County met with the California Department of Housing and Community Development to discuss recommended changes;

WHEREAS, after the California Department of Housing and Community Development review staff made the recommended changes;

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of Inyo County Code, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects;

WHEREAS, the 2021 Housing Element is a policy document that works to provide housing for all of Inyo County's residents and has been updated to meet the requirements set forth by the State of California;

WHEREAS, on June 18, 2021 the County submitted a Notice of Availability for an Initial Study and Draft Negative Declaration of Environmental Impact to the State Clearinghouse and County Clerk for public review and comment;

WHEREAS, on July 18, 2021 the comment period for the Initial Study and Draft Negative Declaration of Environmental Impact ended and no comments were received;

WHEREAS, this Commission does hereby find and declare approval of the updated General Plan Housing Element to be in the public interest;

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comment and input received at the August 11, 2021 hearing, including the staff report for the project this Planning Commission makes the following findings regarding the final draft updated General Plan Housing Element and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

- 1.) The 2021 Housing Element update is a policy document that works to provide housing for all of Inyo County's residents and is a Negative Declaration of Environmental Impact as reviewed and discussed in the Initial Study.
- 2.) Based on substantial evidence in the record, the proposed updated General Plan Housing Element is consistent with the goals and policies of the Inyo County Plan.
- 3.) Based on substantial evidence in the record, the proposed updated General Plan Housing Element is consistent with the purposes and intent of Title 18 (Zoning Ordinance) of the Inyo County Code.
- 4.) Consistent with California Government Code Section 65585, the County submitted the draft updated Housing Element to HCD, and HCD provided comments regarding said document, and the County modified the Element appropriately in response to those comments.
- 5.) Based on substantial evidence in the record, the updated Housing Element complies with California Government Code Section 65580 et seq. (i.e., the State's regulations for Housing Elements).

BE IT FURTHER RESOLVED, the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Certify that the Housing Element Update is a Negative Declaration per CEQA Guide lines , Section 15070(a) as was presented to and considered by the Board, and reflects the independent judgment of the Board.
2. Make certain findings with respect to , and approve General Plan Amendment No. 2021-01 / Inyo County (Updated Housing Element) based on all of the information in the public record and on recommendation of the Planning Commission.
3. Direct staff to forward the updated Housing Element to HCD for certification.

PASSED AND ADOPTED this 11th day of August, 2021, by the following vote of the Inyo County Planning Commission:

AYES: 11/
NOES: 0
ABSTAIN: 0
ABSENT: 0


Caitlin J. Morley, Chair
Caitlin J. Morley, Chair
Inyo County Planning Commission


Threen Richards, Planning Director

By _____
Paula Riesen, Secretary of the Commission

INYO COUNTY HOUSING ELEMENT

2021 Housing Element Update

Inyo County Planning Department
August, 2021



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CHAPTER ONE: INTRODUCTION

PURPOSE OF THE ELEMENT

In response to California’s critical housing needs, the state legislature enacted housing element law to fulfill the goal of adequate, safe and affordable housing for every Californian. The attainment of housing for all requires the cooperation of local and state governments. Housing element law requires local governments to adequately plan to meet their existing and projected housing needs including their share of the regional housing need. The Housing Element is one of required elements of a jurisdiction’s General Plan in the State of California.

Housing element law is the State’s main market-based strategy to increase housing supply. The law recognizes the most critical decisions regarding housing development that occur at the local level within the context of the general plan. In order for the private sector to adequately address housing needs and demand, local governments must adopt land-use plans and regulatory schemes that provide opportunities for, and do not unduly constrain, housing development for all income groups. California Government Code Section 65588 requires that local governments regularly review and revise the Housing Element of their General Plans. For Inyo County, this is every eight years. Inyo County’s last Housing Element update was in 2014 for the 5th Cycle.

California Housing Element laws have been added since the County’s last Update. The State increased its ability to enforce Housing Element requirements, and the ability for the public to challenge a jurisdiction’s compliance with Housing Element law. Inyo County’s 6th Cycle Housing Element Update has been created to comply with current State housing law as well as other federal, state and local regulations.

REVIEW AND REVISE

California State Housing Element Law (California Government Code Article 10.6) establishes the requirements for the Housing Element. Table 1 summarizes the State’s current Housing Element requirements, including special needs housing and identifies what chapter the applicable California Government Code sections are addressed in the County’s 2021- 2029 Housing Element Update.

The 5th Cycle Housing Element Update addressed special needs housing and provided policies to update the County code to address new state law regarding it. This was never completed as a complete overhaul of the County code was in progress that included these updates, but was never completed due to a lack of funding for a CEQA evaluation. This 6th Cycle update, again, includes programs that address special needs housing with timeframes and staff commitment to update the County code to include separately from any other potential code updates.

There were also several programs in the 5th Cycle addressing affordable housing. None was built. In this 6th Cycle update, several programs have been added to address possible factors that may be limiting the development of affordable housing. These include updates to the county code addressing: removing the need for a conditional use permit for multi-family development over 15-units; certain design standards such as lot size, parking and height requirements and setbacks; and, allowing for multi-family in additional commercial zones in the county (Programs 2.1.4, 3.2.4, 3.2.5).



None of the sites identified in the 5th Cycle update to satisfy the Regional Housing Needs Allocation provided by HCD were built. A completely new list has been developed for this 6th Cycle version.

The Los Angeles Department of Water and Power owns most of the land in the Owens Valley where the vast majority of people in the County live and where housing is needed the most. In all prior versions, including the 5th Cycle update of the Housing Element, working with Los Angeles to release land has been included. It is included – again in the 6th Cycle update with more emphasis on a regional approach and with hope on help from the State’s surplus land program that should affect all jurisdictions in the State.

Table 1 – Government Requirements

Current Housing Element Requirements 2021-2029		
Issues Requiring Analysis	Gov. Code Section	Reference in Housing Element
Analysis of employment trends.	Section 65583.a	Chapter 2, Employment
Projection and quantification of existing and projected housing needs for all income groups.	Section 65583.a	Chapter 2, Households Cost Burden, Chapter 3 AFFH
Analysis and documentation of housing characteristics, including cost for housing compared to ability to pay, overcrowding, and housing condition.	Section 65583.a	Chapter 2, Households Cost Burden, Chapter 3 AFFH
An inventory of land suitable for residential development including vacant sites and sites having redevelopment potential.	Section 65583.a	Chapter 3 Sites Suitable
Analysis of existing and potential governmental constraints upon the maintenance, improvement or development of housing for all income levels.	Section 65583.a	Chapter 3 Analysis of Governmental Constraints
Analysis of existing and potential nongovernmental (private sector) constraints upon maintenance, improvement or development of housing for all income levels.	Section 65583.a	Chapter 3 Analysis of Non-Governmental Constraints
Analysis concerning the needs of the homeless.	Section 65583.a	Chapter 3 AFFH
Analysis of special housing needs: persons with disabilities, elderly, large families, farm workers, and female-headed households.	Section 65583.a	Chapter 3 AFFH
Analysis of opportunities for energy conservation with respect to residential development.	Section 65583.a	Chapter 3 Analysis of Non-Governmental Constraints
Identification of Publicly-Assisted Housing Developments.	Section 65583.a	Chapter 2 Special Housing Needs
Identification of Units at Risk of Conversion to Market Rate Housing.	Section 65583.a	Chapter 2 Special Housing Needs



Identification of the goals relative to the maintenance, improvement, and development of housing.	Section 65583.a	Chapter 5 Goals and Policies
Analysis of quantified objectives and policies relative to the maintenance, improvement, and development of housing.	Section 65583.b	Chapter 5 Goals and Policies
Identification of adequate sites that will be made available through appropriate action with required public services and facilities for a variety of housing types for all income levels.	Section 65583.c(1)	Chapter 3 Sites Suitable
Identification of strategies to assist in the development of adequate housing to meet the needs of low and moderate-income households.	Section 65583.c(2)	Chapter 5 Goals and Policies
Description of the Public Participation Program in the formulation of Housing Element Goals, Policies, and Programs.	Section 65583.d	Chapter 1 Introduction
Description of the Regional Housing Needs Assessment (RHNA)	Section 65583.e	Chapter 3 Regional Housing Need
Analysis of Fair Housing, including Affirmatively Furthering Fair Housing.		Chapter 3 AFFH
Review of the effectiveness of the past Element, including the City's accomplishments during the previous planning period.	Section 65583.f	Appendix A

PUBLIC PARTICIPATION

The Housing Element reflects the values and preferences of Inyo County residents. The County engaged the public throughout the Update process. A total of 7 public workshops and hearings were held for the Housing Element Update from November 2020 through August, 2021. These included surveys about what the County needs with regard to housing and about issues related to accessibility and fair housing. The comments collected at all of the meetings were used to prepare the housing programs section.

Programs included based on public input include:

- Research into whether or not to allow for more than one ADU/JADU per parcel (Program 3.1.2)
- Definition for Tiny Homes (Program 3.1.3)
- Research into whether or not to allow for more rooms available for rent per single-family home (Program 3.2.4)
- Research on the availability of grants or low interest loans for infrastructure development in the more remote areas of the County (Program 5.3.1).
- Housing Specialist to include assistance in taking fair housing issue (Program 3.1.7).



The Public Review Draft of the Housing Element Update was made available for review and comment on the County’s webpage on April 5, 2021. The Draft was also sent to outreach participants and presented to the Planning Commission at an advertised public workshop on April 26, 2021. No comments were provided at the workshop that caused changes to the Draft.

Staff received numerous comments from HCD staff on the Public Outreach Draft. The Draft was updated based on these comments, sent back to HCD, and presented to the County Planning Commission for a recommendation to the Board of Supervisors for adoption on August 11, 2021. A noticed public hearing was conducted on the Draft Housing Element. No public comments were provided at the meeting or in response to the notice. The Planning Commission voted unanimously to recommend the Board of Supervisors adopt the 2021 Housing Element Update.

The Board of Supervisors held a noticed public hearing on August 17, 2021 for the proposed adoption of the 2021 Housing Element Update. No public comment was received at the hearing or in response to the notice. The Board did recommend that staff add a program to develop a regional housing partnership with the City of Bishop, local Tribes and possibly Mono County and the Town of Mammoth Lakes. This group will work on the housing issues common to all the jurisdictions in the Eastern Sierra Inyo/Mono and especially with the City of Bishop.

More detailed information about these workshops and hearings can be found in Appendix A.

CONSISTENCY WITH THE GENERAL PLAN

The Housing Element is consistent with the goals and policies of the current Inyo County General Plan. Each element in the General Plan was updated in 2001. No General Plan land use designations or regulations regarding them have been revised since 2001 that would trigger the need to update the General Plan to meet the policies and objectives of the Housing Element, or to provide for the County’s fair share of the regional housing need.

This Housing Element will continue to be amended as necessary to maintain consistency with the Inyo County General Plan by incorporating appropriate revisions to the goals and policies. Additionally, the County will maintain consistency throughout the planning period upon any amendments to the Inyo County General Plan.

CHAPTER TWO: HOUSING NEEDS

POPULATION

Population Growth Trends

An understanding of the demographics of Inyo County – past, present, and future – is essential to the process of updating the Housing Element. According to the Department of Finance, the population of the entire county as of January 1, 2020 was 18,584 and 14,763 for the unincorporated area. Table 2 shows population growth trends from 1970 to January 2020 for the unincorporated county.



In the 1960s, Inyo County experienced a 4-percent growth rate as the county gained popularity as a destination for recreation activities and retirement. This was the largest population boom in Inyo County since the early 1900s. In the 1970s, the county saw continued but more limited growth. Population growth slowed in the 1980s, when it increased by only 244 people. Most of this population growth was the result of in-migration of older persons of retirement or near-retirement age.

The 2000 Census showed unincorporated Inyo County as one of the few California jurisdictions that lost population. In the ten-year period from 1990 to 2000, Inyo County's population declined by 390 individuals. The 2010 Census indicated that population grew by 251 people, or 1.7-percent. The 2020 Census was not completed at the time of this update, but based on estimated population between 2010 and 2020 the population in unincorporated Inyo County grew by 96 people or less than 1 percent (0.6). The population of the unincorporated county has increased at an average annual rate of 0.4 percent, or six people per year, between 2013 and 2020.

Table 2- Population Growth Trends (2010–2020) – Unincorporated Inyo County

Year	Population	Numerical Change	Average Annual Change	
			Number	Percentage
1970	12,073	--	--	--
1980	14,562	2,489	249	2%
1990	14,806	244	24	0.2%
2000	14,416	-390	-39	-0.3%
2008	14,601	185	23	0.2%
2010	14,667	66	18	0.1%
2013	14,696	29	8	0.1%
2020	14,763	67	6	0.4%

**Source: Census Bureau (2010 Census, 2000 Census, SF3: P1 and 1990 Census, STF3: P1), 2008 DOF (Report E-5); HCD-HE Data Packages 2013 and 2020.*

According to California Department of Finance (DOF) information, the total population of Inyo County January 1, 2020 was 18,584. Table 3 shows how the total County population between 1960 to the beginning of 2020 was distributed between the City of Bishop (the only incorporated city in the county) and unincorporated Inyo County. Between 1960 and 2020, the distribution of the County's population between the unincorporated area and the City of Bishop remained stable. As the table shows, at the beginning of 2020 79-percent of the total county population resided in unincorporated areas, while the balance (21-percent) resided in the City of Bishop.



Table 3 - Inyo County Population (1960–2020)

Year	Total Population	City of Bishop	Percentage	Unincorporated County	Percentage
1960	11,684	2,875	25%	8,809	75%
1970	15,571	3,498	23%	12,073	78%
1980	17,895	3,333	19%	14,562	81%
1990	18,281	3,475	19%	14,806	81%
2000	17,945	3,575	20%	14,416	80%
2008	18,152	3,551	20%	14,601	80%
2010	18,546	3,879	21%	14,667	79%
2013	18,573	3,877	21%	14,696	79%
2020	18,584	3,821	21%	14,763	79%

*Source: California Department of Finance, Historical Census Population of Counties in California, 1850–1990; City/County Population & Housing Estimates, 1990–1998 (Report E-5); City/County Population & Housing Estimates, 2000–2008 (Report E-5); HCD-HE Data Packages 2013 and 2020

Table 4 provides a summary of the population by race/ethnicity for Inyo County (unincorporated and Bishop) from the 2014-2018 ACS. Those reporting White, American Indian, and Hispanic/Latino race and/or ethnicity made up the majority of the population in the unincorporated county with 63-percent, 13-percent, and 20-percent, respectively. The share of the population of American Indians and Hispanic/Latinos in Bishop differed from that of the unincorporated county. In Bishop, American Indians represented less than 1-percent of the city's population, which is 11-percent less than the share in the unincorporated county (13-percent). The Hispanic/Latino population in Bishop was 7-percent higher than in the unincorporated County (27-percent and 20-percent respectively).



Table 4 - Inyo County Population by Race/Ethnicity 2018

Race/Ethnicity	Unincorporated County		Bishop		Total County	
	Number	Percentage	Number	Percentage	Number	Percentage
White	9,022	63%	2,535	67%	11,557	64%
Black or African American	141	1%	31	1%	172	1%
American Indian or Alaskan Native	1,941	13%	15	< 1%	1,956	11%
Asian	169	1%	101	3%	270	1%
Hawaiian or Pacific Islander	34	< 1%	0	0	34	< 1%
Hispanic/Latino	2,862	20%	1,032	27%	3,894	21%
Some other race	15	< 1%	0	0	15	< 1%
Two or more races	209	< 1%	88	2%	297	2%
Total Population	14,393	100%	3,802	100%	18,195	100%

Source: ACS 2014-2018

EMPLOYMENT

The economic base of the county consists of employers that primarily serve the local population and tourists. Two major employment sectors in the county are considered export employers: hotels and the federal and state components of public administration. The local-serving employers are affected almost exclusively by population and income trends while export industries are affected by factors external to Inyo County. Table 5 provides a summary of employment by industry for Inyo County as reported by the 2014-2018 American Community Survey (ACS).

Of nearly 6,572 total jobs, the education and healthcare industry was the largest employer in the unincorporated county at about 23-percent, and the arts, entertainment, recreation and accommodations was about 17-percent. The next largest category is retail trade at 10-percent and public administration follows with 9-percent of total employment.

Economic projections suggest a continued increase in tourism-related employment and income, and only marginal growth in other private sector industries. The tourism expansion generates increases in higher paying government jobs, with the effect of increasing per capita income despite the lower pay of other tourism-supported business sectors, such as retail and lodging. Other demographic trends can contribute to the upward push in local incomes, such as the continued influx into the county of retirees with independent incomes and lower than average household sizes.



Table 5 - Employment by Industry (2020) – Unincorporated Inyo County

Employment by Industry	Unincorporated	
	Estimate	Percent
Civilian employed population 16 years and over	6,572	100%
Educational services, and health care and social assistance	1,483	23%
Arts, entertainment, and recreation, and accommodation and	1,096	17%
Retail trade	675	10%
Public administration	621	9%
Construction	547	8%
Transportation and warehousing, and utilities	490	7%
Other services, except public administration	411	6%
Professional, scientific, and management, and administrative	362	6%
Agriculture, forestry, fishing and hunting, and mining	285	4%
Finance and insurance, and real estate and rental and leasing	256	4%
Manufacturing	161	2%
Information	110	2%
Wholesale trade	75	1%

**Source: ACS 2014-2018*

The California Employment Development Department (EDD) published projections for the fastest growing occupations in the Eastern Sierra Region (Alpine, Inyo and Mono Counties) for the years 2016 to 2026. Table 6 displays the top ten occupations that were projected to have the most growth in the Region that have annual median incomes less than Inyo County’s median income of \$52,874.

The fastest growing top ten lower-income occupations in the region are projected to add 1,460 jobs by 2026 a growth of 12-percent among lower-income occupations. The “Healthcare Support” occupation category is projected to have the largest growth in the region, at 40-percent between 2016 and 2026, earning an annual median salary of \$38,748, which would fall into the Low Income category. The “Maids and Housekeeping” occupation category has lowest wage earners among the fastest growing occupations in the region, earning an annual median salary of \$24,481, which falls into the Very Low income category.



Table 6 - Growing Lower Income Occupations in the Eastern Sierra Region, 2016–2026

Occupation	Annual Average Employment		Percentage Change	Annual Median Salary
	2016	2026		
Healthcare Support	200	280	40%	\$38,748
Hotel, Motel and Resort Desk Clerks	340	410	20.6%	\$26,798
Maids and Housekeeping	940	1,100	17%	\$24,481
Building and Grounds Cleaning and Maintenance	1,420	1,640	15.5%	\$26,363
Personal Care and Service	780	900	15.4%	\$27,361
Protective Services	490	560	14.3%	\$48,396
Installation, Maintenance, and Repair	820	920	12.2%	\$46,105
Food Preparation and Serving	3,020	3,380	11.9%	\$26,127
Office and Administrative Support	2,310	2,520	9.1%	\$35,754
Sales and Related Occupations	1,450	1,520	4.8%	\$28,026
Total Occupation Growth	11,770	13,230	12%	--

Source: Employment Development Department, Labor Market Info: "Fastest Growing Occupations," 2016-2026.

HOUSEHOLD CHARACTERISTICS

Household Growth Trends

In 1980, there were 5,654 households in unincorporated Inyo County. According to the 2000 Census, the unincorporated county had grown to 6,033 households, representing a 6-percent increase between 1980 and 2000. In 2010 the household number had grown to 6,301. According to the January 2020 estimate provided by HCD, there are 6,148 households in unincorporated Inyo County representing a 2.4-percent decrease from 2010 (Table 7) (2020 Census data was not available at the time of this update).

Inyo County's aging population has a significant effect on household characteristics, as household trends for seniors differ from other demographic cohorts. Nineteen-percent of the unincorporated county's estimated 2018 population was at least 65-years of age. Statewide, 9.6-percent of the population is at least 65 years old. The high percentage of residents aged 65 and over suggests that Inyo County is an attractive location for retirees, and/or the people who live in Inyo County choose to age in place.



Table 7 - Household Growth Trends (1980–2018) – Unincorporated Inyo County

Year	Households	Numerical Change	Percentage Change
1980	5,654	--	--
1990	5,884	230	4%
2000	6,033	149	2.5%
2010	6,301	268	4%
2018	6,148	153	-2%

Source: Census Bureau (2010 Census P12, 2000 Census, SF3: H6 and 1990 Census, STF3: H4) and DOF (E-5 Report) HCD Data Package 2020

Of the total population in unincorporated Inyo County (14,342), the majority 11,603 (81-percent) are living in households. Table 8 presents a summary of the differing household types in the unincorporated county in 2018.

Table 8 - Population by Household Type (2000-2010) – Unincorporated Inyo County

Household Type	Number	Percentage
Family Households	4,300	53%
Married Couple	3,211	40%
Male Householder	283	3%
Female Householder	806	10%
Non-family Households	3,783	47%
Total Households	8,083	100%

Source: American Community Survey 2014-2018 DP02

Households by Tenure

According to the 2018 ACS, 72-percent of the households in unincorporated Inyo County are owner occupied. This was a decrease of 2-percent from 2010. Table 9 provides a summary of the change in tenure in the unincorporated portion of the county between 1980 and 2018. The ratio of owner to renter moves back and forth by 2-3-percent over time, indicating relative stability.



Table 9 - Households by Tenure (1980–2010) – Unincorporated Inyo County

	1990		2000		2010		2018	
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
Owner	4,227	72%	4,386	73%	4,230	70%	4,434	72%
Renter	1,657	28%	1,647	27%	1,804	30%	1,714	28%
	5,884	100%	6,033	100%	6,034	100%	6,148	100%

Source: Census Bureau (ACS 2014-2018; 2010 Census SF1: H16; 2000 Census, SF 3: H7; 1990 Census, SF 3: H8)

According to 2018 ACS the vacancy rate in the unincorporated portion of the county was 17.6-percent, a difference of about a 1-percent increase from the 2010 vacancy rate. This indicates that there has not been a significant change in the characteristics of the County’s housing status.

Per the 2018 ACS data there are 1,312 vacant units in the unincorporated county representing 17.6-percent all units, of these, 719 were reported vacant as second homes used for “*seasonal, recreational, or occasional use.*” These vacant homes represent about 55-percent of the vacancies in the unincorporated county, showing a growing trend of second homeownership (vacant second homes represented 46-percent of vacancies in 2000). This trend can have a significant effect on housing availability and housing conditions for full time residents within the community.

The 2018 ACS reported that there were 59-rental units vacant and 6 rented, but not occupied. This is about 12-percent of the vacant housing units. There were only 3 homes for sale based on the same ACS date. This represents less than a half of a percent of the vacant units. This is a direct reflection of the tight real estate market and lack of private land available for new development. The majority of privately owned land in Inyo County that is realistically developable - already is.

Given these factors, housing growth has been minimal in Inyo County in recent years. In order to facilitate development of affordable housing, the County currently enforces and encourages state law allowing for the placement of mobile homes on all residentially zoned lots and Accessory Dwelling Unit (ADU) development. The County has also adopted a short-term rental ordinance that does not allow for non-hosted rentals. This means that an owner or resident has to be on the property at all times during a short-term rental, which makes the short-term rental of a whole housing unit by an absentee owner a zoning violation. In addition, current County policy is designed to concentrate new growth within and contiguous to existing communities (e.g., Bishop, Big Pine, Independence, Lone Pine). This will ensure development of housing units in the places of greatest need and where infrastructure is readily available.

Overcrowded Households

The United States Census Bureau defines an overcrowded household as a housing unit occupied by more than one person per room (not including kitchens and bathrooms). Units with more than 1.5 persons per room are considered severely overcrowded and indicate a significant housing need.



According to the 2018 American Community Survey, only 156 of the total households in the unincorporated County (6,148), approximately 2.5-percent, were in overcrowded situations. This percentage is low compared to the statewide average of 6.7-percent. Overcrowding has been declining since 1980 in the unincorporated areas of Inyo County. In 1990, there were 287 overcrowded households, the 2000 Census reported 237, in 2010 there were 159 and in 2018 there were 156.

Table 10 presents overcrowding data for the unincorporated county and California as a whole. As seen in the table, 1-percent of all owner-occupied households were overcrowded, compared to 6-percent of renter-occupied households. The state reported higher percentages of overcrowding for owners (4-percent) and renters (13-percent).

Table 10 - Overcrowded Households (2018) – Unincorporated Inyo County

Households	Owners		Renters		Total
	Number	Percentage	Number	Percentage	
Total Overcrowded Households	61	1%	95	6%	156
1–1.5 Persons per Room	61	1%	85	5%	149
1.5 or More Persons per Room	0	0	10	1%	10
Total Households	4,434	72%	1,714	28%	6,148
Statewide Overcrowding Rates	4%		13%		

Source: ACS 2018; 2021 HCD Data Package

Households Cost Burden

Cost burden calculations were provided by HCD data. As a rule of thumb, housing is considered affordable if less than 30-percent of household income is spent on rent or mortgage. Table 11 compares cost burden for housing between owners and renters for different income categories.

According to 2012-2016 HCD data, 24-percent of all households (both renter and owner) paid more than 30-percent of their income on housing costs. This is less than in 2010 when it was 32-percent. Table 11 shows the number of households by income category that spent over 30-percent (constituting a cost burden) on housing in unincorporated Inyo County.

Based on HCD household income data, the median household income (1-person) for the County is \$52,500, lower-income households (those earning up to 80-percent of the median income) are those making up to \$ 42,000 per year. According to the data, there were approximately 535 lower-income renter households (extremely low, very low and low) that suffered from cost burdens in paying housing costs, representing 31-percent of all renter households. The percentage of lower-income owner households that experienced a cost burden was higher with approximately 620 households or 14-percent of all owner households (a more detailed analysis can be found in the Affirmatively Further Fair Housing section).



Table 11- Housing Cost Burden (2020) – Unincorporated Inyo County

Housing Cost as a Percentage of Household Income			
Renter-Occupied Households			
Income Range	Households Paying > 30% of Income	Total Households	% of Total Cost Burdened Households
Extremely Low	180	260	69%
Very Low	195	320	61%
Low	160	395	41%
Moderate	20	260	8%
Above Moderate	25	510	5%
Subtotal	580	1,745	31%
Owner-Occupied Households			
Extremely Low	210	345	61%
Very Low	240	500	48%
Low	170	760	22%
Moderate	70	390	18%
Above Moderate	285	2,445	12%
Subtotal	975	4,440	22%
TOTAL	1,510	6,185	24%

Source: California Department of Housing and Community Development, 2020

HOUSEHOLD INCOME

Household income is one of the most significant factors affecting housing choice and opportunity. Income largely determines a household's ability to purchase or rent housing. The state and federal government classify household income into several groupings based upon the relationship to the county adjusted median income (AMI), adjusted for household size. The State of California utilizes the income groups presented in Table 12. For purposes of the Housing Element, the state income definitions are used throughout the document.



Table 12 - Inyo County-State Income Limits by Household Size (2020)

	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
Extremely Low (0-30%)	\$15,800	\$18,050	\$21,720	\$26,200	\$30,680	\$35,160	\$39,640	\$44,120
Very Low (31-50%)	\$26,300	\$30,050	\$33,800	\$37,550	\$40,600	\$43,600	\$46,600	\$49,600
Low (51-80%)	\$42,100	\$48,100	\$54,100	\$60,100	\$64,950	\$69,750	\$74,550	\$79,350
Median (100%)	\$52,550	60,100	\$67,600	\$75,100	\$81,100	\$87,100	\$93,100	\$99,150
Moderate (81-120%)	\$63,050	\$72,100	\$81,100	\$90,100	\$97,300	\$104,500	\$111,700	\$118,950

Source: California Department of Housing and Community Development, 2020

AFFORDABILITY OF HOUSING

As shown in Table 12, HCD publishes official State income limits each year. The income categories are used as a determinant for qualifying households for housing programs as well as to understand how much households in the county can afford to spend on housing costs. Table 13 provides a summary of the 2020 state income limits for households by household size. The income limits are sorted by income group and presented as monthly income, monthly rent, and maximum (max.) sales price.

Monthly income is determined by dividing the annual income limit by 12-months. Monthly rent is 30-percent of the monthly income, which is the standard for determining affordable monthly housing cost. Maximum sales price is an estimate of the maximum amount a household could afford assuming a 4-percent interest rate over 30 years, in which no more than 30-percent of the household's gross monthly income is spent on housing cost.

For example, a 2-person household with an annual income of \$26,350 has a gross monthly income of \$2,196 and is considered to be a very low-income household. The affordable rent that the 2-person household could afford without being cost burdened is \$659, and the maximum sales price of a home this household can afford is \$79,026.

The affordable monthly rent and the maximum purchase price of homes in each income category will be used to determine the availability of housing affordable to each income group. This analysis can be found in the following sections of this Housing Element: Housing Rental Market and Housing Sales Market.



**Table 13 - Housing Affordability by Income Level – Inyo County
(2020)**

Income Group	1-Person	2-Person	3-Person	4-Person
Extremely Low				
Monthly Income	\$1,317	\$1,504	\$1,808	\$2,183
Monthly Rent	\$395	\$451	\$542	\$655
Max. Sales Price	\$49,817	\$58,313	\$72,121	\$89,266
Very Low				
Monthly Income	\$2,192	\$2,504	\$2,817	\$3,1297
Monthly Rent	\$658	\$751	\$845	\$938
Max. Sales Price	\$89,721	\$103,831	\$118,094	\$132,204
Low				
Monthly Income	\$3,508	\$4,008	\$4,508	\$5,008
Monthly Rent	\$1,053	\$1,203	\$1,353	\$1,503
Max. Sales Price	\$149,653	\$172,412	\$195,170	\$217,929
Median				
Monthly Income	\$4,379	\$5,008	\$5,633	\$6,258
Monthly Rent	\$1,314	\$1,503	\$1,690	\$1,878
Max. Sales Price	\$189,253	\$217,929	\$246,302	\$274,827
Moderate				
Monthly Income	\$5,254	\$6,008	\$6,758	\$7,508
Monthly Rent	\$1,576	\$1,803	\$2,028	\$2,253
Max. Sales Price	\$229,005	\$263,447	\$297,586	\$331,724

Source: 2020 Income Limits, California Department of Housing and Community Development, April 2020

Note: Affordable housing cost for renter-occupied households assumes 30% of gross household income, not including utility cost.

Monthly mortgage calculation: <https://www.zillow.com/mortgage-calculator/house-affordability/#zmm-calc-help>

Note: Affordable housing sales prices are based on the following assumed variables: 30-year fixed rate mortgage at 4% annual interest rate, no money down, \$800 per year homeowners insurance and 1.2 property tax rates.

Housing Rental Market

A survey of fair market rental rates for single-family and multi-family housing in Inyo County was obtained in October 2020. Comparing the market rental rates with the affordable monthly rent amounts presented in Table 14 helps determine the supply of affordable housing for each income level. According to the results of the surveyed rental rates and the monthly rental amounts that households with 1 to 4 persons can afford, households that fall between the very low-income and low-income category can afford rental rates for multi-family housing. The survey results show that households at or below the very low-income category pay in excess of 30-percent of the monthly



gross household income. Households at or above the low-income category earn sufficient monthly incomes to afford the median monthly rental rates found in the survey for all housing types (single-family, multi-family, and mobile homes).

Table 14 reports median rental rates for the county as a whole. Communities in and around Bishop tend to offer rental rates at or above the county median rental rates. Conversely, the communities of Independence and Lone Pine typically have rental rates that are below the county median rates.

**Table 14 - Point-in-Time Rental Survey
(Bishop, Big Pine, Independence, Lone Pine 2020)**

NUMBER OF BEDROOMS	SINGLE-FAMILY		MULTI-FAMILY	
	MEDIAN RENT	NUMBER OF UNITS SURVEYED	MEDIAN RENT	NUMBER OF UNITS SURVEYED
1 BEDROOM	\$788	14	\$650	12
2 BEDROOM	\$850	23	\$750	16
3+ BEDROOM	\$1,750	33	N/A	0
TOTAL	\$1,500	49	\$750	31

Source: Point-in-Time Rental Survey, Inyo County October and December 2020

Housing Sales Market

Home sales prices have been analyzed and compared with the affordability data in Table 13. This analysis allows the County to identify which income groups have the most difficult time finding affordable housing.

New Home Sales

The resale price of homes in the county between 2009 and 2014 as provided by the County Assessor is shown on Table 15. The assessor sales data is shown for the communities of Unincorporated Bishop, Bishop, Big Pine, Independence, Lone Pine, and the county as a whole. According to the Assessor's report, the median sales price for mobile homes situated in mobile home parks in the county as a whole was \$22,000, which means that households at or above the extremely low-income range can afford to purchase a mobile home without being cost burdened. The community with the lowest median mobile home sale price in a park was Lone Pine at \$5,000.

The median price at which condominium units sold in the county as a whole was \$152,500, affordable to households earning above moderate income. The City of Bishop was the only community to have condo sales and the median price was \$152,500. It is difficult to calculate the resale amount of projects with 2 or more units, because the median price reports the total cost of the project and not each individual unit. The median sales price for duplex projects in the county was \$193,500, with the lowest median sale price in Independence at \$117,000. The median sale price of projects with 3 and 4 units in the county as a whole was \$202,500.

Single-family homes have the highest median sales price of all the unit types. Between 2009 and 2014, the median sales price for single-family homes in the county as a whole was \$310,000. This is



up by \$33,500 from the 2010 number of \$276,500. The extremely low household income group identified in Table 13 would be able to afford the median resale price of a single-family home in the very rural areas of south and southeast Inyo County where there are not many services. The community of Independence had the second lowest median sales price of single-family homes at \$175,000 and would be affordable to the Low Income Group. The overall median sales prices for all housing types in the entire county increased from \$150,000 in 2014 to \$215,000 in 2020. The increase in the median sales prices can be attributed to the better economic conditions than what was found for the 2014 Housing Element update analysis. This increase in sales prices also indicates that housing is becoming less affordable to more income groups.

Table 15 - Inyo County Median Home Sales: 2014-2019

Community	Single-family	Condo	Two Units	Three Units and Above	Mobile Home	
					In park	On Private Property
Unincorporated Bishop	\$390,000	\$180,000	\$445,000	\$182,850	\$22,000	\$250,000
Bishop	\$284,000	\$137,000	\$300,000	\$336,000	\$23,500	\$275,000
Big Pine	\$265,000	--	\$197,000	362,500	\$53,835	\$179,000
Independence	\$175,000	--	\$150,000	60,000	\$15,250	\$82,000
Lone Pine	\$199,000	--	\$133,000	153,500	\$2,000	\$140,000
Other areas North	\$380,000	--	--	--	--	--
Other areas South	\$65,000	--	\$27,000	--	\$15,000	\$25,000
County Total	\$310,000	\$150,000	\$193,500	\$202,500	\$21,000	\$177,500

Source: Inyo County Assessor's Office, October, 2020

HOUSING STOCK CHARACTERISTICS

Housing Units by Type

As shown in Table 16, unincorporated Inyo County contains a variety of housing types, including 4,689 detached single-family residences, 137 attached single-family residences, 2,267 mobile homes, and 290 multi-family units (includes "2-4 units" and "5 plus units").

Single-family homes represent the dominant type of housing in the County. Between 2010 and 2020, the number of detached single-family residences increased by less than a percent from 4,850 to 4,879; the number of attached single-family residences increased by 3-percent from 128 to 137 units between 2010 and 2020.

Mobile homes are the second most popular housing type in Inyo County. Between 2010 and 2020 the number of mobile homes increased from 2,206 to 2,226 a 3-percent increase. This shows that mobile homes are still a popular housing type in the county, likely due to their affordability and the rural nature of the County.



Table 16 shows how Inyo County’s housing stock has changed between 2010 and 2020. Not a lot of new building occurred during this time. A total of 58 units have been added to the unincorporated portion of Inyo County’s housing stock, an increase of less than 1-percent.

Table 16 - Housing Units by Type (2010– 2020) – Unincorporated Inyo County

Housing Unit Type	2010		2020		Change	
	Number	Percentage	Number	Percentage	Number	Percentage
Single-Family Detached	4,850	64%	4,879	64%	29	0.5%
Single-Family Attached	128	2%	137	2%	4	3%
2–4 units	229	3%	229	3%	84	0%
5 Plus Units	139	2%	139	2%	6	0%
Mobile Home *	2,206	29%	2,226	29%	62	3%
Total Units	7,552	100%	7,610	100%	58	0.7%

Source: HCD Data Package, 2020

*Mobile home category includes “Other” (e.g., RVs, campers).

Between 2010 and 2020, the county experienced an increase in single-family development and in total mobile homes. This is a little different from the trend since 1990 where single family homes had the highest share of new residential development.

Mobile Homes are, especially in rural areas, a common alternative option for affordable housing. The time between 2010 and 2020 has shown an overall rise in all real estate prices. This would create a need in the housing market for more affordable options. There has also been an increase in single family attached units another more affordable type of housing.

Housing Stock Conditions

Structures older than 30-years are used as the accepted standard determining the need for “major rehabilitation.” Based on the 2020 HCD Date Package, approximately 82-percent, or 5,634 units, of all housing units within the unincorporated areas of the county were older than 30-years of age, indicating that much of the County’s housing stock either needs or has had major rehabilitation. It also illustrates the very low rate of new housing construction in the County. This data is presented in Table 17 below. The County’s Building and Safety inspectors find that approximately 10-percent of the County’s housing is in need of some rehabilitation. This estimate is based on a condition criterion of the housing unit not being at the code standard of the time in which it was built. Using the HCD data package unit number of 7,610 would indicate that about 761 units are in need of some level of rehabilitation. The County has addressed this with the formation of a low interest rehabilitation loan program, as well as, IMACA, County Planning and Building and Safety staffs providing information to the owners of housing in need of rehab about USDA, CDBG and HOME



financial help programs. A program has been added to this 2021 Update to rehabilitate 3-housing units per year during the Planning (Program 1.1.1).

Table 17 - Housing Units by Age – Unincorporated Inyo County (2013-2017)

Year Structure Built	Number	Percentage
Built 2014 or later	58	1%
Built 2010 to 2013	156	2%
Built 2000 to 2009	567	8%
Built 1990 to 1999	744	10%
Built 1980 to 1989	1,309	18%
Built 1970 to 1979	1,733	23%
Built 1960 to 1969	1,045	14%
Built 1950 to 1959	599	8%
Built 1940 to 1949	697	9%
Built 1939 or earlier	552	7%
Total	7,460	100%

Source: HCD Data Package, 2020

SPECIAL HOUSING NEEDS

Certain segments of the population may have more difficulty in finding decent, affordable housing due to special circumstances. In unincorporated Inyo County, these “special needs” groups include extremely low-income households, senior citizen households, large families, disabled and developmentally disabled persons, single-parent-headed households, the homeless, and farmworkers.

Extremely Low-Income Households

Table 18 displays the share of households by income category by HUD adjusted median family income (HAMFI) in the unincorporated portion of the county. The data presented in the table is reported by CHAS (Comprehensive Housing Affordability Strategy) in 2018. According to CHAS, between 2013-2017 9-percent of all households were extremely low-income. Of the 755 extremely low-income households, 380 are renters and 375 are owners. In conjunction with local community agencies and nonprofit service providers, the County has supported providing assistance to lower-income households and will continue to work to implement programs providing support that meets the housing needs of all income segments in the county.



**Table 18 - Unincorporated Inyo County Households by Income Level
(2013-2017)**

Income Level	Owners	Renters	Total	Percentage
Extremely low (0–30% HAMFI)	375	380	755	9%
Very low (30–50% HAMFI)	530	525	1,055	13%
Low (50–80% HAMFI)	810	770	1,580	20%
Moderate and above moderate (80% -100% HAMFI)	575	255	830	10%
Above (100% HAMFI)	2,815	990	3,805	47%
Total	5,110	2,915	8,025	100%

Source: Comprehensive Housing Affordability Strategy (CHAS) HUD Data Report, 2013-2017

Local nonprofit community agencies and the County Health and Human Service Department organize and operate a number of programs countywide, including low-income housing, emergency shelter, emergency food/commodities, and weatherization programs.

Inyo County has one assisted housing project in its jurisdiction owned by the Lone Pine Economic Development Corporation, the Mt. Whitney Apartments, which is a 33-unit housing project developed with funds from the Farmers Home Administration Section 515 Rental Housing Program and managed by a nonprofit staff.

The Housing Authority of the County of Stanislaus administers the Section 8 Housing Assistance Program - Housing Choice Voucher program, which provides vouchers for local privately owned housing to eligible families. The vouchers represent credit that can be applied to rental cost of any housing unit. Currently, there are approximately 29 vouchers allocated to Inyo County residents.

Persons with Disabilities

As reported by the 2018 ACS 2,489 (14%) of the population reported a disability. As seen on Table 19 below, about less than 1% of people reporting a disability are not employed.

**Table 19 - Persons with Disability by Employment Status**

	Number	Percentage
Total	8,003	100%
In the labor force:	6,433	80%
Employed:	6,092	76%
With a disability	252	3%
No disability	5,804	73%
Unemployed:	341	4%
With a disability	21	>1%
No disability	320	4%
Not in labor force:	1,570	20%
With a disability	324	4%
No disability	1,246	16%

Source: HCD 2020 Data Package

Table 20 displays the total number of disabilities reported by type of disability. For persons between the ages of 5 and 64, cognitive disabilities were the most prevalent, followed by ambulatory and independent living difficulties. In the 65-years and over category ambulatory disabilities were the most prevalent, followed by independent living difficulties.

Developmentally Disabled

The Census Bureau does not include developmental disabilities in their data and so it is not shown on Table 20. Developmental disabilities are defined as a continuing disability that originates before an individual becomes 18 years old and includes Mental Retardation, Cerebral Palsy, Epilepsy, and Autism. The Kern Regional Center located in Bakersfield, CA provides services to about 8,000 individuals with developmental disabilities who live in Inyo, Kern and Mono Counties. The Kern Regional Center reports that they serve 128-people with developmental disabilities that are from Inyo County.

People with developmental disabilities can often live and work independently. Individuals with more severe developmental disabilities may require group living quarters with supervision. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are also provided. Since developmental disabilities begin before adulthood, housing for persons with developmental disabilities is a progression from the person's living situation as a child to their needs as an adult.

There are several housing types appropriate for people living with a development disability: rent subsidized homes, licensed and unlicensed single-family homes, inclusionary housing, Section 8 vouchers, special programs for home purchase, HUD housing, and veteran's homes. The design of housing- accessibility modifications, the proximity to services and transit, and the availability of group living opportunities represent some of the types of considerations that are important in serving the needs of this group. Incorporating 'barrier-free' design in all, new multi-family housing



(as required by California and Federal Fair Housing laws) is especially important to provide the widest range of choices for residents with disabilities. Special consideration should also be given to the affordability of housing, as people with disabilities may be living on a fixed income.

The Housing Element contains Program 6.2.1 - Reasonable Accommodation. It ensures the availability of reasonable accommodations for persons with disabilities to make modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities in an effort to eliminate barriers to equal opportunity to housing of their choice. This needs to be defined and included in the in the County's zoning code and is included as such in the Housing Programs section.

**Table 20 - Persons with Disabilities by Disability Type
Unincorporated Inyo County**

Disability	Number	Percentage
Total Disability Population 5 to 64 years	634	37%
With a hearing difficulty	107	6%
With a vision difficulty	79	5%
With a cognitive difficulty	325	19%
With an ambulatory difficulty	311	18%
With a self-care difficulty	191	11%
With an independent living difficulty	310	18%
Total Disabilities for Ages 65 and Over	1,074	63%
With a hearing difficulty	410	24%
With a vision difficulty	164	10%
With a cognitive difficulty	301	18%
With an ambulatory difficulty	776	45%
With a self-care difficulty	299	18%
With an independent living difficulty	530	31%
Total Disabilities	1,708	100%

Source: 2020 HCD Data Package

All forms of disability can hinder access to housing units of conventional design as well as limit the ability to earn adequate income. Although needs can vary widely, disabled persons need special facilities to help them overcome their disability or make their housing units more convenient. Some of these amenities include wide doorways that can accommodate wheelchairs, special bracing for handrails, lower countertops, and switches and outlets at the proper height to allow easy use. Unfortunately, very few housing units have these features, and consequently, they must be remodeled to serve the disabled. The conversion of a conventionally designed housing unit is usually well beyond the financial capability of most disabled persons.

The County actively implements state standards for the provision of accessible units in new developments. The County also encourages housing provided for disabled persons to be in close proximity to public transportation and services.



Seniors

The special needs of many senior households result from limited fixed incomes and from physical disabilities and dependence needs. As a result, seniors experience financial difficulty in coping with rising housing costs. The financial capacity for coping with increased housing costs depends heavily on the tenure status (owner or renter) of the elderly household. With infrequent and small increases in income and potentially large increases in housing costs, seniors who rent are at a disadvantage compared to seniors who own. Table 21 displays householders by tenure and age from the HCD 6th Cycle Data Package derived from the 2018 ACS. As shown in the table, 2,043 households had a senior householder (age 65 years and older) in Inyo County, representing a significant portion of Inyo County's household population, 33-percent. Of the over 65-years household population 13-percent rent their home.

Table 21 - Householders by Tenure by Age – Unincorporated Inyo County

Householder Age	Owners	Renters	Total
Householder 15 to 24 years	17	151	168
Householder 25 to 34 years	205	503	708
Householder 35 to 44 years	485	327	812
Householder 45 to 54 years	670	250	920
Householder 55 to 59 years	578	98	676
Householder 60 to 64 years	704	117	821
Householder 65 to 74 years	913	199	1,112
Householder 75 to 84 years	681	47	728
Householder 85 years and over	181	22	203
Total Households	4,434	1,714	6,148

Source: HCD 6th Element Data Package 2020

One area of great concern relates to rent increases in mobile home parks. Senior citizens are particularly vulnerable and often cannot afford the cost of moving their mobile homes to less expensive spaces. For example, disassembling, moving, and reassembling a doublewide mobile home can cost several thousand dollars. To troubleshoot this problem, the County supports local assistance organizations in addressing senior housing needs through policies and programs supporting rental subsidies, tenant purchase of mobile home parks, and housing rehabilitation assistance, including weatherization.

Large Households

Large households are defined as households with 5 or more persons. Data provided by HCD indicates that Inyo County has about 6-percent of households meeting that criterion. In comparison with the 2014 Housing Element data, the percentage of large families has decreased slightly by 1-percent. In circumstances in which the housing market does not meet the unique needs of large



families, overcrowding can result. Fortunately, the county's relatively small overcrowding problem does not indicate this trend occurring on a broad scale. Table 22 shows households by tenure including large households in the unincorporated county.

The Housing Element establishes programs such as density bonus incentives for larger units and self-help housing to meet the needs of the county's large households. The County has had Density Bonus in its code for years. It will be update as well to accurately reflect current State law.

Table 22 - Household Size by Tenure – Unincorporated Inyo County

	Living Alone		2–4 persons		5+ Persons		Total	
	Number	Pct.	Number	Pct.	Number	Pct.	Number	Pct.
Owner	1,290	59%	2,937	83%	207	60%	4,434	73%
Renter	902	41%	622	17%	137	40%	1,661	27%
Total Households	2,192	100%	3,559	100%	344	100%	6,095	100%

Source: Source: HCD 6th Cycle Data Package

Female-Headed Households

According to the 2020 HCD data package, 16-percent of all households within Inyo County are headed by a female and 9% of these have children. Female headed households with children are commonly in need of assistance and are often the households in most need of affordable housing, childcare, job training, and rehabilitation funds.

The financial constraints of single-parent households, especially those headed by females, are seen by the share of households reporting to be below the poverty level. The total number of families living below the poverty level is 468. Of the 468 households living below the poverty level, 188 or 5-percent of households were headed by females. Table 23 provides a summary of female headed households in the county as reported by the ACS 2014-2018.

Table 23 - Female Headed Households – Unincorporated Inyo County

Householder Type	Number	Percentage
Female Headed Households	550	16%
Female Heads with Own Children	301	9%
Female Heads without Children	249	7%
Total Householders	3,524	100%
Female Headed Households Below Poverty Level	188	5%
Total Families Below Poverty Level	468	13%

Source: 2020 HCD Data Package



The needs of a single, employed, parent typically includes housing that requires minimal maintenance and is located near employment, schools, transit, shopping, and day care. To address the housing needs of single-parent-headed households, the 2021 Housing Element extends existing affordability programs, such as rent subsidies, and sets forth several new programs, including supporting housing rehab, ADU and affordable housing development to increase the supply.

Families and Persons in Need of Emergency Shelter

There are many social, economic, and physical conditions that have led to an overall increase in the homeless populations throughout the State of California. Factors contributing to the rise in homelessness include the general lack of housing affordable to low, very low, and extremely low-income persons, increases in the number of persons whose incomes fall below the poverty level, reductions in public subsidies to lower-income persons, and the deinstitutionalization of persons with mental illness. The 2020 Point in Time Count found there are 123-homeless individuals who are homeless in the County. Seventeen of these individuals are children and 39 are homeless for the first time. Sixty-one people are living out of their vehicles. Table 24 illustrates the number of homeless people by category.

Table 24 - Homeless Persons - Inyo County (2020)

Category	Number
Total Homeless	123
Sheltered	22
Unsheltered	101
Number of Children	17
Chronically Homeless	26
First Time Homeless	39
Veterans	16
With a Physical Disability	39
With a psychiatric or Emotional Condition	46
Fleeing Domestic Violence	19
In Families with Children	27
Sleeping in Vehicles	61

Source: Inyo Mono Advocates for Community Action (2020 point in time count)

Inyo County has a transitional housing program (THP+) that serves foster or group home children when they reach age 18. The County helps these populations find an apartment, helps with financial support, and assists with searching for employment. Area non-governmental organizations the Inyo Mono Advocates for Community Action (IMACA) and Wild Iris also operate around 14-transitional housing units.



The County does not have a homeless shelter, but along with IMACA, the Salvation Army and others, provide hotel/motel vouchers for emergency shelter. For homeless families, County Child Protective Services will rent a hotel room for one night then, County Social Services will pay for a longer-term temporary hotel rooms and assist with finding long-term housing and obtaining services.

A housing development currently being planned by IMACA within the City of Bishop that serves all of Inyo County will include 5-permanent Supportive Housing Units. There are currently none in Inyo County. IMACA also administers a Rapid Rehousing Project on properties scattered throughout the area. There is currently no Low Barrier Navigation Centers in the County; however IMACA is proposing one that will be located within the City of Bishop that will serve all of Inyo County.

The County operates two Wellness Centers one on Short Street in Bishop and one on Washington Street in Lone Pine. The centers provide case management services and provide a place for anyone who needs a free shower, coffee, meals, a safe place to be, referrals, bilingual services, and activities. If no temporary shelter can be found, the centers will provide a free sleeping bag and tent. The centers do not advertise their services and instead depend on referrals from the County's Social Services and Mental Health divisions, the Salvation Army, and IMACA. Wellness Center staff also regularly search for people in need, especially during the summer months when there are more homeless in the area - see the Governmental Constraints section of this Housing Element for more discussion on housing for persons in need of emergency shelter and transitional housing services.

Farmworkers

According to the 2017 USDA Census of Agriculture as shown in Tables 25 and 26, there were approximately 193 farmworkers in Inyo County, 57-percent of which are seasonal workers (i.e., less than 150-days). The housing needs of farmworkers do not represent a large portion of the County's housing needs and can be addressed through existing programs to identify lands and assist in the development of housing for low and moderate-income households. Since farmworkers are mostly found in the unincorporated County, countywide data is representative of it.

Table 25 - Number of Farmworkers (2017) – Inyo County

Hired Farm Labor	
Farms	58
Workers	193

Source: USDA 2017 Census of Farmworkers

**Table 26 - Farmworkers by Days Worked (2017) – Inyo County**

150 Days or More		
	Farms	34
	Workers	82
Farms with 10 or More Workers		
	Farms	0
	Workers	0
Fewer than 150 Days (Seasonal)		
	Farms	33
	Workers	111

Source: USDA 2017 Census of Farmworkers

The 2004 update of the Inyo County Zoning Code included amendments that ensured the County is in compliance with Health and Safety Code Sections 17021.5 and 17021.6, the Employee Housing Act, to facilitate the provision of employee housing, including farmworkers. The County's Open Space and Recreational Commercial zone (C5), which include agriculture provides for employee housing as an accessory use stated by: *Dwellings of persons regularly employed on the premises for agricultural or domestic duties (OS) or Dwellings of persons regularly employed on the premises for commercial recreational activities (C5) mobile homes subject to the provisions of state law, may be used for this purpose.* There are no limitations on the number of people or structures that can be used for employee housing in this language. There is, however, some disconnect in the County's definition of employee housing to the implementation of it. Although the term 'employee housing' is used in no place in the code except in the definition, it will be changed from calling out "five or more unrelated persons or families" to not calling out a specific number (Program 2.1.5).

Units at Risk of Converting to Market-Rate Uses

Affordable housing units in Inyo County consist of one assisted housing project, the Mt. Whitney Apartments. It is a 33-unit housing project developed with funds from the Farmers Home Administration Section 515 Rental Housing Program. The project was constructed in 1987 and is owned by the Lone Pine Economic Development Corporation (LPEDC). Given its nonprofit ownership and operation, it has been determined that the project is not at risk of converting to market-rate housing. The state of affordable housing in the County has not changed since the 2014 update as no new assisted housing projects have been built since. The County has also not had any developments that have taken advantage of its density bonus program.

CHAPTER THREE: NEED, RESOURCES AND CONSTRAINTS AND AFFIRMATIVELY FURTHER FAIR HOUSING

REGIONAL HOUSING NEED

A Regional Housing Needs Allocation (RHNA) Plan is required pursuant to Section 65584 of Article 10.6 of California Housing Element law and is prepared for jurisdictions in the State by



HCD. The housing need is the minimum number of units needed to serve the projected household population and to accommodate a normal vacancy rate and the expected loss of housing stock.

As shown below on Table 27, unincorporated Inyo County has a projected housing unit need of 205 total units based on household growth expected during the 2021 Housing Element timeframe, with at least 42-percent of these units targeted toward lower-income households. The County has been allocated 46-units for very low-income households and approximately half of those are presumed to be for extremely low-income households (in accordance with AB 2634, which requires the County to document its projected extremely low-income housing need).

Table 27 - Regional Housing Needs (2019-2029) – Unincorporated Inyo County

Income Group	Number	Percentage
Extremely Low	23	11%
Very Low	23	11%
Low	40	20%
Moderate	39	19%
Above Moderate	80	39%
Total	205	100%

Source: 2020 HCD Data Package

For the 6th cycle Housing Element update, the RHNA for Inyo County covers a planning period of December 31, 2018 through April 30, 2029. Therefore, all units built or permitted between that date and the present day can be credited toward the County's RHNA. For a credit to apply to an extremely low, very low, low, or moderate-income allocation, it must have a deed restriction or otherwise documented sales price or rental rate that falls within the affordable range for those income groups.

Population growth and development, in general, in the County is low and slow. As shown in Table 28, the County has issued no building permits since January 1, 2021. Also, no development has occurred since 2018 that counts towards the RHNA progress in Inyo County.



Table 28 - Progress toward Regional Housing Needs (2019 to 2029)

Income Group	RHNA	Units Built Since January 2019	Remaining RHNA 2021-2029
Extremely Low	23	0	23
Very Low	23	0	23
Low	40	0	40
Moderate	39	0	39
Above Moderate	80	0	80
Total	205	0	205

Source: Regional Housing Need Plan, 2019-2029; County of Inyo Planning Department

RESOURCES AND CONSTRAINTS

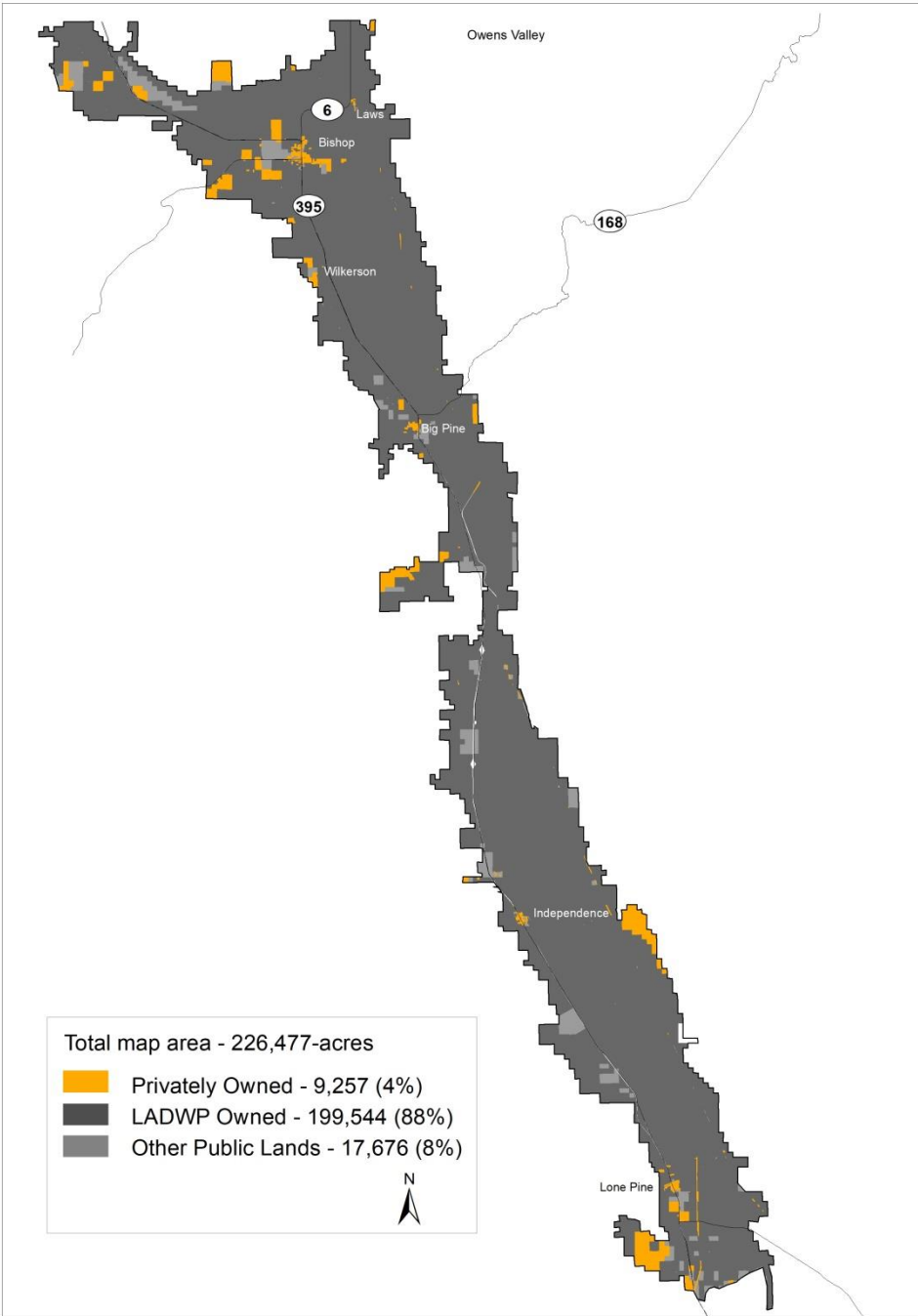
Land Inventory

Inyo County has a very large land area (10,500-sq-miles). More than 98-percent of this land, however, is public land and under Federal and State management or owned by the City of Los Angeles. This leaves less than 2-percent of the land in the County for development. A vacant land inventory conducted by the County in 2020 found that most of the County's privately owned vacant land is outside of established communities, in areas with environmental constraints, located outside of fire district boundaries (making subdivision impossible), outside of water and sewer service district boundaries (making development prohibitively expensive) and large distances from services. Virtually, all of the vacant land within or adjacent to existing infrastructure, within the communities located along the Highway 395 corridor where a majority of Inyo County's population lives, is owned by the City of Los Angeles.

Since 1970, Inyo County and the Los Angeles Department of Water and Power (DWP) have been in litigation over the construction of a second aqueduct and associated groundwater pumping and water export. In 1989, the Inyo County Board of Supervisors and Los Angeles City Council gave tentative approval to a groundwater management agreement. An environmental impact report (EIR) was prepared by the two parties to address the impacts of the second aqueduct and the agreement. One of the mitigation measures identified in both the tentative agreement and the EIR was the need to release Department-owned lands in the Owens Valley to lessen the impacts of DWP land ownership patterns on the orderly growth of the county and affordability of housing.



Map – Department of Water and Power Owned Property - Owens Valley



The final agreement provided for the release of 75-acres of land in the county adjacent to communities with access to water and sewer systems. A majority of the properties selected are currently zoned for residential development and were given General Plan designations appropriate for residential development. The identified parcels are in or adjacent to the communities of Lone Pine, Independence, Big Pine, and Bishop. To date none of these lands located in the



unincorporated county has been sold to private interests. Past housing elements have included much of this land in the inventory, but since countless years have passed and none of it has been developed for housing, only two DWP parcels are included in this update.

The LADWP also owns properties located along the main streets of Inyo County towns that could also be considered for sale. Practically all of these properties are zoned for commercial and mixed use development that allows for multi-family dwellings.

For the 2021 update a new site list has been developed. The parcels included on it (for very low to moderate income categories) are: located within fire districts; within or adjacent to water and sewer service districts; are outside of environmentally sensitive areas; and, they are vacant. County Assessor Parcel Maps were reviewed by County staff to determine the development potential of residential lots.

Analysis of Suitability - General: Physical and Environmental

There are many physical and environmental attributes of land in Inyo County that can impede development. There are potential physical and environmental constraints to consider that can inhibit development on vacant and underutilized sites.

Physical Attributes – A majority of vacant parcels in Inyo County have development limitations based on their distance from existing infrastructure. Most of the undeveloped private land in the county is located in remote areas or rural communities that do not have water and sewer systems nor are they located within a local fire district.

Vacancy Rates – Inyo County's reliance on tourism for its economic foundation also plays a part in the lack of available land and/or properties for suitable housing. The County has a rather high vacancy rate (about 18%), which would intuitively equate to more available rentals or sales. This is not the case; however. Many of the County's vacancies are actually second/vacation homes. This keeps them both empty most of the time and off rental and/or sales market exacerbating the already constrained housing inventory.

Infrastructure – As previously mentioned, many communities in Inyo County are not served by water or sewer services primarily due to the expense of creating new systems to serve outlying rural areas with low populations.

Environmental Attributes – Due to the remoteness and the long-term vacancies of undeveloped properties in Inyo County, there are many environmental attributes that affect developable areas. The presence of listed species is the most common. There are also wetlands, earthquake faults and some areas are also prone to avalanches. These physical attributes do not prohibit development but rather restrict development and increase development costs.

The County of Inyo does not have any Williamson Act properties but does have several large tracts of agricultural land. These lands were not considered for the land inventory identifying potential residential development.



AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

Introduction AFFH

Affirmatively furthering fair housing means “taking meaningful actions, in addition to combatting discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.” These characteristics include, but are not limited to: race, religion, age, ancestry, sexual orientation, gender identity, marital status, national origin, color, familial status, or disability. Assembly Bill 686 (AB 686) caused AFFH to be included into California State Law. An assessment of AFFH must now be included in all Housing Elements.

The California Department of Housing and Community Development prepared the 2020 Impediments to Fair Housing Choice (AI) for regions in California. Inyo County is part of Region 8 – the Eastern Central California Region. It also includes: Alpine, Amador, Calaveras, Mariposa, Mono, and Tuolumne counties. Information in the AI has been used, in part, to help prepared this section of the 2021 Housing Element update.

Most of the counties in the Eastern Central Region had a low number of building permits occurring from 2013 to 2018 and Calaveras was the only county with a significant amount of units built that count towards the very low and low income RHNA allocation. Inyo County had a total of 31 building permits occurring between 2013 and 2018. This is an average of about 6-units per year, illustrating the slow growth and development in Inyo County. There were no very low income units, 1-low income, 8-moderate and 22-above moderate. Only 14-percent of the Inyo County’s RHNA was realized during this 5-year period, including in the above moderate category.

Fair Housing Enforcement and Outreach

The Fair Housing Act prohibits discrimination in housing because of: Race; Color; National Origin; Religion; Sex; Familial Status; Disability or other protected characteristics. The eastern sierra, including Inyo County is served by one fair housing service provider, the Eastern Sierra Continuum of Care (CoC). It also serves Mono and Alpine Counties and all of the incorporated cities in the three counties. The CoCs mission is to end homelessness through street outreach and providing emergency shelters, transitional housing, permanent supportive housing, rapid rehousing and other assistance to homeless individuals and families. The CoC’s partners include IMACA, Wild Iris, the Inyo County department of Health and Human Services, Mammoth Lakes Housing, Inyo-Mono Association for the Handicapped, the Mono County Dept. of Social Services, the Alpine County Dept. of Health and Human Services, and the Salvation Army. Current CoC programs include: Homeless Housing, Assistance and Prevention (HHAP) Program, a 1-time block grant providing local jurisdictions with funds to address homelessness challenges (CoC is also seeking HHAP funds to support new and expanded safe parking facilities, a new homeless navigation/crisis center, landlord incentives and new/expanded youth homeless service projects). These will primarily be located within or on the boundary of the City of Bishop, but will service all of Inyo County.

Information on the AFFH Data Viewer indicates that no Equal Opportunity Fair Housing and (FHEO) cases have been filed in Inyo County as of 2020. The Department of Fair Employment and



Housing (DFEH) also take complaints regarding employment and fair housing infractions. The annual reports prepared by DFEH for the years 2015-2019 showed there were no fair housing complaints filed in Inyo County, as well.

A comment was received during a public outreach meeting for the update, regarding fair housing complaints which pointed out that most people in the County probably do not know where to file a complaint or who to ask about access to fair housing. The County is currently in the process of working on establishing a housing specialist position for the County. A program is being added to the Update to include within this program having this specialist's services including helping people submit fair housing complaints, as well as, providing housing information (Program 3.1.7).

Opportunity Mapping

HCD together with the California Tax Credit Allocation Committee (TCAC) created the California Fair Housing Task Force to provide research, policy and other strategic recommendations to further assist public entities in California in affirmatively furthering fair housing. The Task force developed Opportunity Area Maps to examine and demonstrate how resources are geographically distributed. The maps provide an illustrative summary of economic, environmental, and education resources available, and include a "filter" to identify areas with poverty and racial segregation based on the following criteria:

- Poverty: Tracts with at least 30 percent of population under federal poverty line
- Racial Segregation: Tracts with location quotient higher than 1.25 for Blacks, Hispanics, Asians, or all people of color in comparison to the County.

As the following table and map indicate, Block Groups 060270008003, 060270008004 and 060270001001 are low resource areas. Block Groups 060270008003 and 060270008004 include the town of Lone Pine. It is the second largest community in the County with approximately 1,800 people. The third Block Group is located outside of the City of Bishop to the north and east. People living in this Block Group are located on the west and south sides of it and have access to moderate, high and very high resource areas surrounding them. Most of this Block Group is unpopulated and located in the Inyo National Forest and Bureau of Land Management lands.

The County is adding a program to the 2021 Housing Element Update to research possible opportunities and potential funding sources to help develop infrastructure in the more remote locations in the County (also moderate and low opportunity areas) to help promote more housing development (Program 5.3.1). There is still very little in the way of growing employment opportunities in these areas, however, which causes a more limited need for housing and services.



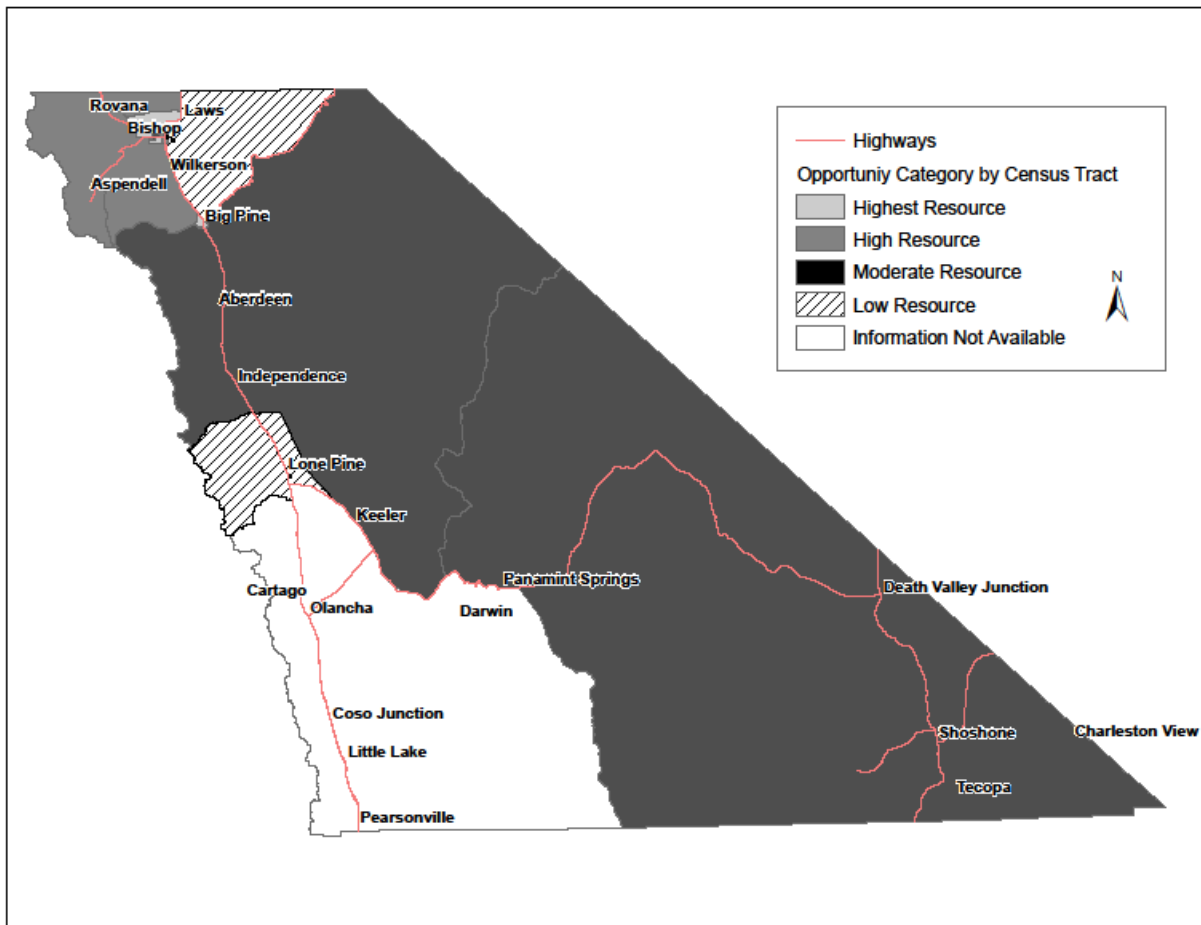
Table 29 - Inyo County Opportunity Areas by Block Group

Block Group	Opportunity Category	Economic Score	Environmental Score	Education Score
060270001001	Low	0	78	21
060270001002	Highest	78	78	21
060270002001	High	64	64	7
060270002002	High	71	64	21
060270003001	High	92	50	21
060270003002	Highest	100	50	21
060270004001	Moderate	50	0	21
060270004002	High	86	0	21
060270004003	Moderate	57	0	21
060270004004	Low	36	0	21
060270005001	Moderate	14	92	85
060270005002	Highest	43	93	100
060270008001	Moderate	21	29	93
060270008002	N/A	N/A	N/A	N/A
060270008003	Low	29	29	0
060270008004	Low	7	29	14

Source - California Fair Housing Task Force map viewer 2021



Opportunity Map



Source - California Fair Housing Task Force map viewer 2021

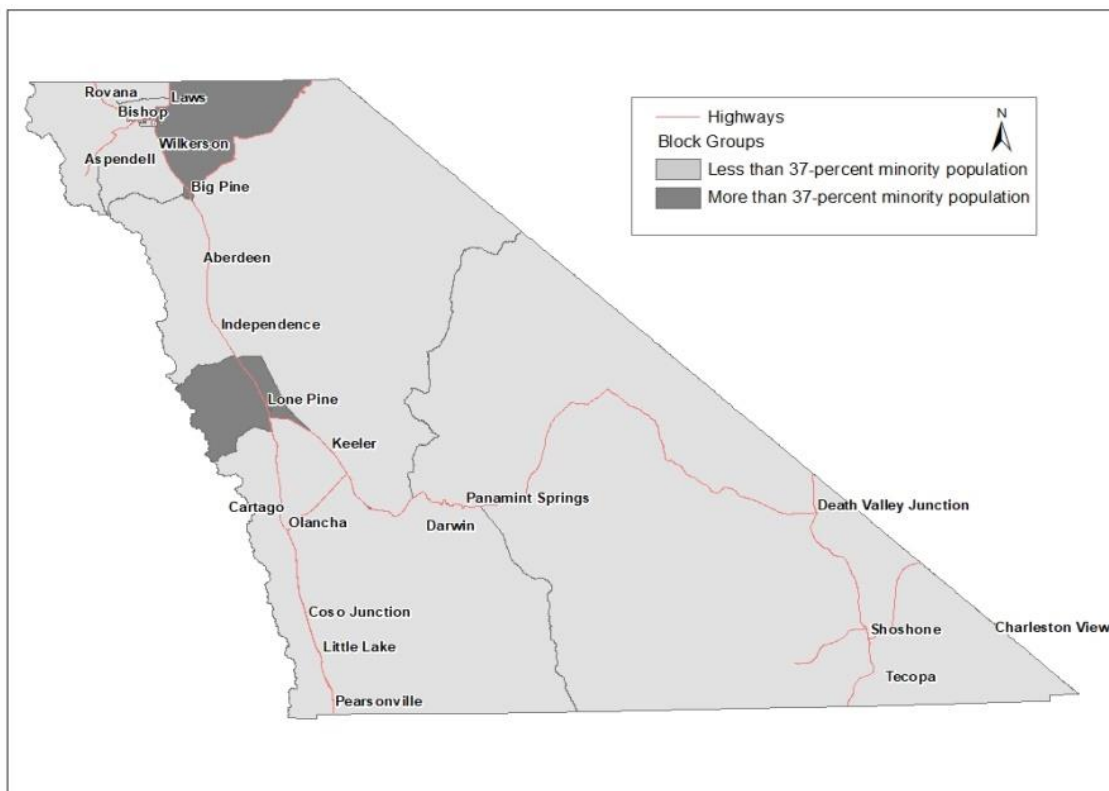
Integration and Segregation

Race and Ethnicity

Because Inyo County’s towns are small and the geographies used to illustrate segregation are too large, it is difficult, at best, to determine whether there are pockets of concentrated protected classes in the County. The small town sizes most likely works to the benefit of better integration than is found in urban areas. For example, all children in a specific Inyo County town go to the same school. Everyone has access to the same stores, transit system, parks, medical facilities and etc. According the DFEH reports 2015-2019 there were no reports of civil rights infractions in Inyo County. Based on the County’s local knowledge, some of the towns located in remote areas do tend to have lower income residents than in the more populated area in the northern part of the County near the City of Bishop. People living in these remote areas must travel long distances to acquire goods and services, but even in these instances, everyone who lives in these communities face the same limitations.



The 2020 Regional Analysis of Impediments to Fair Housing Choice (2020 Regional AI) defined minority concentrations as a census block group with a proportion of minority households that is greater than the overall minority average of the total area (in this case Inyo County). In Inyo County the minority population represents 37-percent of the total population. This percentage does include the City of Bishop as it could not be subtracted out based on data available from the Census. The following Map shows that the highest concentration of minorities in Inyo County is found in the Lone Pine area Block Groups 060270008003 and 060270008004 Big Pine 060270005002, the area north and east of Bishop 060270001001 and Block Group 060270004001, which entirely covers the Bishop Paiute Reservation where the high minority percentage (91-percent) is by design. In total, there are 5 total Block Groups with high minority concentrations. It is of worthy of noting that the Big Pine Block Group 060270005002 is also a high opportunity area (see map below). There is also a concentration of minority population in the Lone Pine Block Groups. An Indian reservation is included in one of the Lone Pine Block Groups 060270004001, as well, but it is not all of it.



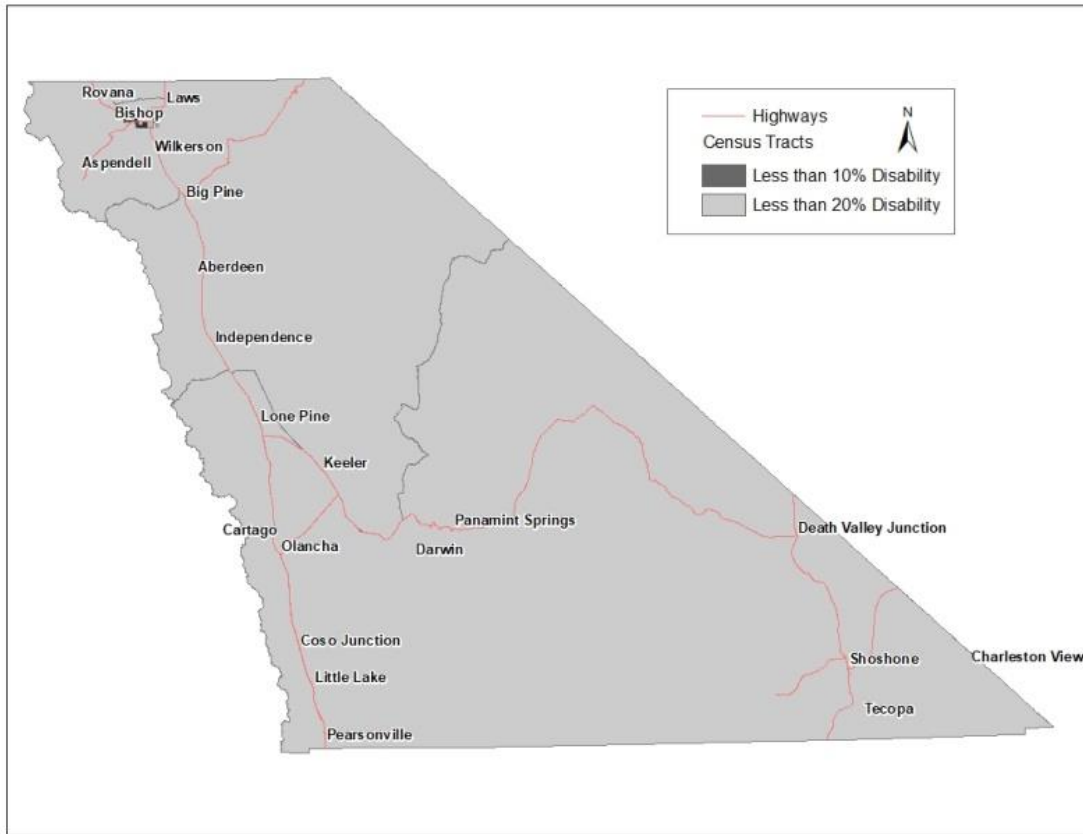
Source – ACS DP05-2019

Disability

Census data captures disability characteristics as having: vision, hearing, ambulatory, cognitive, and independent living difficulties. As seen on the map below, in Inyo there are no Census Tracts with a disability percentage over 20-percent. The percentages of disabled people in the County are also very evenly distributed between Census Tracts showing no areas of concentration. The highest rate of disability by Census Tract is found in CT 4, CT 5 and CT 8 all with 16-percent; CT 1 is 15-percent;



CT 2 11-percent and CT 3 has 8-percent. This illustrates no areas of concentrated disability in the County. The overall disability rate in the County is 14-percent. This is somewhat higher than the State rate of about 11-percent. The County also has an older population, which likely influences the disability rate.



Source – ACS S1810-2019

Familial Status

As shown on the following Table 30, about 42-percent of households in Inyo County identify as married couple families. Census Tracts CT 1, CT 2 and CT 3 exceed this number with about 56, 58, and 73-percent respectively. CT 4 has the lowest percentage of married couple households with 25-percent. In the County, about 12-percent of households have children under 18-years. CT 3 has the highest percentage of households with children under 18 with 25-percent. Census Tract 4 has the lowest percentage of married couple households (25-percent) and the highest percentages of both female headed households and those with children under 18 (15-percent and 7-percent respectively). Non-family households exceed the percentage of married couple households in CT 1, CT 4, CT 5 and CT 8. CT 4 has the highest percentage of non-family households at 56-percent. It also has the highest percentage of householders living alone at 52-percent. Householders living alone that are also over 65-years are fairly evenly distributed from 13-20-percent, except in CT 2 where it is 9-percent. Overall, the County has a 45-percent of householders living alone and 20-percent are over 65-years. This is another example of the aging population trend in Inyo County. Female



Householders with children under 18-years do not represent a large proportion of Inyo County Households and they are fairly evenly distributed. Census Tracts 4 and 8 have the highest percentages (6.8 and 6.7 respectively).

Table 30 – Familial Status

	Inyo County	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
Total Households	7,950	1,177	703	973	2,601	1,076	1,420
Number Married Couple Households (HH)	3,307	660	406	709	655	336	541
Pct. Married Couple	41.6	56.1	57.8	72.9	25.2	31.2	38.1
Households with Children under 18	988	189	88	241	497	142	239
Pct. HH with Children under 18	12.4	16.1	12.5	24.8	19.1	13.2	16.8
Number Female Householder no spouse present	779	124	39	39	386	82	109
Pct. HH Female Householder no spouse present	9.8	10.5	5.5	4.0	14.8	7.6	7.7
Number Female Householder no spouse present with Children under 18	315	0	11	19	178	12	95
Pct. HH Female Householder no spouse present with Children under 18	4.0	0.0	1.6	2.0	6.8	1.1	6.7
Number Non-Family Household	3,654	368	247	214	1,464	598	763
Pct. HH Non-Family Hous	46.0	31.3	35.1	22.0	56.3	55.6	53.7
Pct. Housholder Living Alone	45.0	29.9	22.8	20.0	52.0	44.0	45.0
Pct. Householder Living Alone Over 65	20.0	14.0	9.0	13.0	16.0	20.0	20.0

Source – ACS S1101-2019

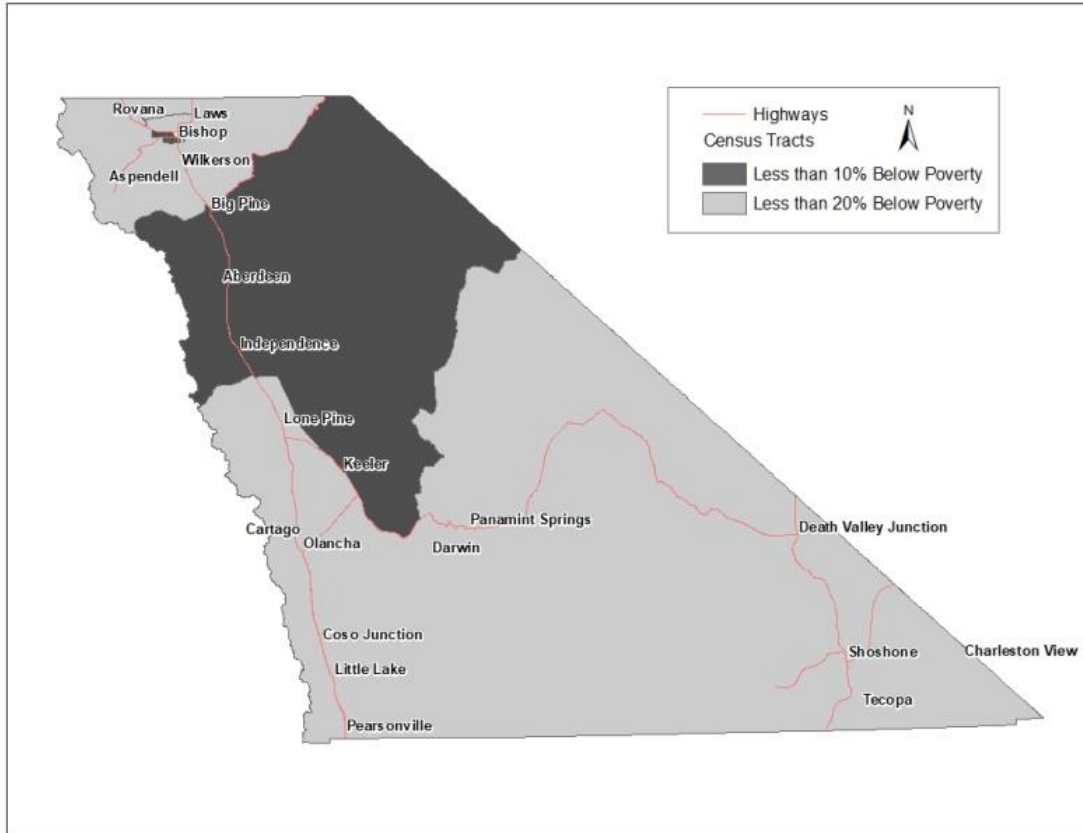
Poverty Status

Inyo County as a whole has a 9.3-percent poverty rate, or 1,635 people who are identified as living under the poverty level. This number is dispersed across the County fairly evenly with one Census Tract (CT 3) with a much lower rate than the rest with 3.6-percent. Census Tract 8 has the highest poverty rate of 14.5-percent. None of the CTs are over 30-percent, which is a metric in the opportunity mapping conducted by California Fair Housing Task Force.

Table 31 – Poverty Status

	Inyo County	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
Total Population for Whom Poverty Status is determined	17,562	2,709	1,693	2,541	5,395	2,215	3,009
Number below Poverty Level	1,635	277	185	92	459	187	435
Pct. Below Poverty Level	9.3	10.2	10.9	3.6	8.5	8.4	14.5

Source – ACS S1701-2019



Source – ACS S1701-2019

Racially Concentrated Areas of Affluence

Another indicator used help evaluate fair housing choice is Racially Concentrated Areas of Affluence (RCAAs). These are broadly defined by HUD as affluent white communities. No formal definition for RCAA has been offered by HCD or HUD, though. HCD has suggested that they can be determined by identifying census tracts with a white population over 40-percent, and high median income levels. Inyo County overall has a 62-percent White population. There is not a single Census Tract with a White population under 40-percent. Census Tract 3 has the highest White population with 87-percnet and CT 4 has the lowest with 50-percent, showing some varying range, but no concentration in specific areas. The County’s median household income is \$57,316. This is lower than the State median household income of \$75,235. There are, however, two Census Tracts that are over the County and State median incomes at \$86,875 (CT2) and \$96,036 (CT3). Based on HCD’s - Inyo County-State Income Limits by Household Size (2020) the County’s median income as a whole and by Census Tract fall roughly fall into the Low – Moderate income categories.

Racially/ ethnically concentrated areas of poverty

The Housing and Urban Development Department (HUD) Racially and Ethnically Concentrated Areas of Poverty (RECAPs) illustrate the cross sections of poverty and segregation found within a community. These areas are common throughout California; however, the Eastern Central Region



does not have any RECAP areas according to the current data used to identify them. This means that there are not intersections of concentrated poverty and race/ethnicity classified in Inyo County based on the RECAP data. To further explore this, the CoC developed a tool called the Racial Equity Tool. It includes homelessness and poverty counts by race in the CoC area (Inyo, Mono and Alpine counties) and for California as a whole. This Tool is was developed to help analyze potential racial disparities among people experiencing homelessness. Using the data gathered from the CoC Point-In-Time Count, and American Community Survey data, racial equity data was created for the CoC Counties (Alpine, Inyo and Mono).

The data summarized on Table 32 indicates that the CoC study area has an overall lower rate of poverty, and substantially lower rate of homelessness, than California as a whole. The CoC has a slightly higher rate of poverty for black residents (24.8%) than the State overall (22.2%), but a lower rate of homelessness than for all races evaluated.

Table 32 – Racial Equity in Continuum of Care Counties

State of California and CoC Counties (Alpine, Inyo Mono) - Race Equity Comparison						
	Total Population		Population living below poverty rate		Homeless Population	
	CA	CoC	CA	CoC	CA	CoC
Total Pop.	33,982,847	33,457	5,773,408	3,419	151,378	214
Total Pct.	100%	100%	17%	10.20%	4.70%	0.64%
White Tot.	23,607,242	27,498	3,183,011	2,623	92,164	195
White Pct.	61%	82%	13%	9.50%	3.90%	0.004%
Black Tot.	2,263,222	266	502,610	66	44,086	0
Black Pct.	6%	1%	22.20%	24.80%	0.019%	0
Native Tot.	292,018	2,730	62,078	462	6,797	19
Native Pct.	1%	8%	21.20%	16.90%	2.30%	0.7%
Asian Tot.	5,655,699	602	629,262	125	4,783	0
Asian Pct.	15%	2%	23.70%	21%	0.8%	0
Other Tot.	7,164,666	2,360	1,396,447	143	13,448	0
Other Pct.	18%	7%	19.5	6%	0.19%	0

Source – CoC Racial Equity Tool

This of course does not mean that there are no areas with some concentrations of race/ethnicity and poverty in the County, even though they do not rise to the levels usually found in more populated urban and suburban areas. CT 8 has the highest levels of minority population, female householders with no spouse present and children under 18, persons with disabilities and persons living in poverty. A program has been included to focus efforts on housing opportunities for extremely low income groups, in general, and with a special focus on CT 8, especially the area including Lone Pine (Program 7.1.1).



Access to opportunity

Residents in the remote areas of the County have less access to opportunity than those living in the more populated areas. Towns located in the south and east parts of the County range from around 230 to 7 people. Some of these communities require long distance travel to employment, schools, medical facilities, stores and etc.

Education

Inyo County has six public school districts. These are Bishop Unified, Big Pine, Death Valley, Lone Pine, Owens Valley and Round Valley. Between these Districts there are 17 schools. Several of these schools operate from the same campus. For example, an elementary, middle and high school are all located on a single site in Shoshone. Inyo County's public schools are located in CT 2, 3, 4, 5 and 8. There are also various private schools and preschools scatter throughout the County. A Community College (a branch of the Cerro Coso system) is located in the Bishop area in CT2. Between 2015 and 2020 all of the County's School Districts, except Owens Valley (in CT5) had Title I eligible schools. The other school District in CT5 was Title 1 eligible. A Title I eligible school is one in which the percentage of children from low-income families is at least 35 percent of the children from low-income families, served by the Local Education Agencies. This data is consistent with the County's overall poverty data and does not show concentrations of schools with children in poverty in specific areas. They tend to be spread over the County fairly evenly.

The High school graduation rate in Inyo County is 85.2%. This is only slightly less than the State rate of 87.6%. It is impossible to get these rates by district as many of the County's high schools are very small in population and graduate less than 10 students per year. The State Office of Education does not release data for less than 10 graduating students due to privacy issues.

Employment

According to the 2019 ACS data, there are 8,579 people 16-years and over that are in the civilian labor force. Of these, 8,229 were employed. This represents 96% of the civilian labor force, leaving about a 4-percent unemployment rate. The poverty rate for employed people in the County is 5.4-percent and for unemployed it is 36.9-percent. Table 33 shows these same characteristics by Census Tract.

**Table 33 – Employment Status**

	Inyo County	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
Total Population for Whom Poverty is Determined	17,562	2,709	1,693	2,541	5,395	2,215	3,009
Civilian labor force 16 years and over	8,579	1,233	891	1,136	2,794	1,082	1,443
Percent Total Pop for Whom Pov is Determined in Civilian Labor Force 16-Years and Over	48.8%	45.5%	52.6%	44.7%	51.8%	48.8%	48.0%
Number Civilian labor force 16 Years and Over Employed	8,229	1,171	860	1,118	2,644	1,055	1,381
Pct. Civilian labor force 16 Years and Over Employed	95.9%	95.0%	96.5%	98.4%	94.6%	97.5%	95.7%
Number Civilian labor force 16 Years and Over Unemployed	350	62	31	18	150	27	62
Pct. Civilian labor force 16 Years and Over Unemployed	4.1%	5.3%	3.6%	1.6%	5.4%	2.5%	4.3%
Pct. Living in Poverty of Civilian labor force 16 Years and Over Employed	5.4%	4.7%	4.0%	5.1%	4.9%	9.6%	5.1%
Pct. Living in Poverty of Civilian labor force 16 Years and Over Unemployed	36.9%	64.5%	N/A	55.6%	26.7%	3.7%	61.3%

Source – ACS S1701-2019

Only CT 5 shows a poverty rate of employed people (9.6-percent) that is (slightly) higher than the County's overall poverty rate of (9.3-percent). It also has the second highest percentage of employed people and lowest percentage people who are unemployed in poverty. The rest of the Census Tracts have rates of working poor (those employed and living in poverty) that are quite a bit lower than the County's poverty rate. This is a good sign that the rate of working poor in the County is not especially high.

As illustrated on Table 34, the County also does not show a lot of disparity by race/ethnicity in its unemployment numbers. Native Americans have the highest unemployment rate in the County at 8.7-percent followed by Hispanic or Latinos at 6.2-percent. These are not especially large numbers and are lower than the overall County percentage. The County has added a program (Program 7.3) to update its General Plan policies to ensure all Environmental Justice requirements are met, per State law.

Table 34 Percent Unemployed by Race/Ethnicity

	Inyo County
Percent Unemployed	4.1%
White	2.8%
Black or African American alone	5.1%
American Indian and Alaska Native alone	8.7%
Asian alone	1.9%
Native Hawaiian and Other Pacific Islander alone	0.0%
Some other race alone	1.1%
Two or more races	2.4%
Hispanic or Latino origin (of any race)	6.2%



Transportation

Transportation is an important factor in the ability of a person to access opportunity. Inyo County's low population and huge land area make access to jobs, schools, goods and services much more difficult than in urban and suburban areas. There is one transit service provider in the County (Eastern Sierra Transit) and it does not service all of the small towns in the County. The southwest part of the County has no transit service and southeast has one bus a week that takes people from Tecopa to Pahrump Nevada. The City of Bishop and closely surrounding area has more local service provision than the rest of the County. There are two buses that go from Bishop to Lone Pine and back twice a day.

All Transit provides and evaluates metrics that reveal the social and economic impacts of transit, specifically by looking at connectivity, access to jobs, and frequency of service. According to All Transit, and not surprisingly, Inyo County has a very low ranking of 0.4. This indicates a low combination of trips per week and a low number of jobs accessible by transit resulting in a low number of people who take transit to work. This is, again, a symptom of the geography and land use patterns in the County.

The area around Bishop has much more transit service opportunity than the rest of the County. It is also the area with high and very high opportunity areas, as well as the greatest need for housing opportunities. Program 2.1.7 has been added to address disparity in transportation services by having the regional housing working group (Program 2.1.6) along with its review and evaluation of housing needs at the regional level will also look at issues, policies and programs to address gaps in transportation that might be contributing to fair access to jobs and services in relation to housing opportunities. This will include, but not be limited to: working with regional employers on ride share, van pool and transit voucher programs for their employees to better attain access to jobs in the Bishop area. The County's General Plan also already includes policies to address public transit for special needs populations, including PT 1.3, which speaks to accessibility. PT 1.3 states: *Support and promote accessibility in public transportation to the maximum extent practicable, including continued support of special service vans that provide a high level of service to low mobility groups.*

Environmental

The California Office of Environmental Health Hazard Assessment (OEHHA) assesses health risks caused by environmental contaminants. To help identify areas that are disproportionately burdened by pollution, OEHHA developed the California Communities Environmental Health Screening Tool (CalEnviroScreen). The OEHHA assessment for Inyo County's six Census Tracts can be seen on Table 34. A higher score reflects a higher burden. The results for each indicator range from 0-100 and represent the percentile ranking of the census tracts compared to other census tracts throughout the State. Census Tracts 5 and 8 have the highest percentile ranking in the County. These rankings are, however, low-moderate at 40 and 47 respectively. They both have high solid waste effects CT 5 is high and CT 8 is very high and both have County landfills within their boundaries. Census Tracts 5 and 8 have the highest percentile of population characteristics.

The Cal Enviro Screen Tool also provides information on Disadvantaged Communities. Inyo County has no disadvantaged communities. The County does, however, have existing policies in its General Plan that directly relate to Environmental Justice issues, these include:



- RH 1.2 - *Encourage reduction of vehicle miles traveled to promote energy conservation and reduce air pollution.*
The County is also in the process of conducting a Vehicle Miles Traveled (VMT) study.
- WR 1.4 - *Continue the review of development proposals and existing uses pursuant to the requirements of the Clean Water Act, LRWQCB, and local ordinances to reduce polluted runoff from entering surface waters.*
- AQ 1.1 - *Work with the LADWP and the GBUAPCD to reduce wind-raised dust from Owens Lake.*
- AQ 1.3 - *Work with the GBUAPCD to develop programs and project review requirements that will reduce air pollution generation, especially PM10.*

The County has two Board of Supervisors' members who sit on the Great Basin Unified Air Pollution Control District (GBUAPCD) Board to ensure the County's concerns and ideas are heard in policy development and implementation programs.

- AQ 1.2 - *The County shall require large development projects (hospitals, schools, high-occupancy public facilities, and industrial/commercial facilities over 20,000 square feet) to mitigate air quality impacts. Mitigations may include, but is not limited to the following: providing bicycle access and parking facilities, provide preferential parking for high-occupancy vehicles and car pools, and establishing telecommuting programs or satellite work centers.*
- LU 2.16 - *The County may permit the siting of churches, schools, child care, social institutions, cultural institutions and/or activities, parks and recreation facilities, greenbelts, and similar public facilities within a residentially designated area. The County may permit the siting of public facilities and utility system components in lands designated as NR. These uses are allowed so long as these uses are designed and operated in a manner that does not adversely impact the residential areas.*
- PSU 2.2 - *The County shall require that new development pays its fair share of the cost of developing new facilities and services and upgrading existing public facilities and services. Exceptions may be made when new development generates significant public benefits (e.g., low income housing) or when alternative sources of funding can be identified to offset foregone revenues.*
- GOV 2.1 - *Continue Participation on Collaborative Planning Efforts. The County shall continue its participation in collaborative planning efforts and work to expand participation to all affected government agencies.*
- GOV 2.2 - *Public Participation The County shall work with federal and state agencies, local districts, utilities (e.g., LADWP), and Native American tribes to ensure that the County and the public are involved early in any planning process and that routine feedback and public input is requested.*

In addition to the programs already included in the County's General Plan that address environmental justice, the County will adopt policies related to: healthy food access, safe and sanitary homes and physical activity (Program 7.3).



Table 35 – Environmental Factors

	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
Overall Percentiles						
CalEnvrioScreen 4.0 Percentile	8	19	14	37	40	47
Pollution Burden Percentile	0	17	2	14	21	70
Population Characteristics Percentile	40	24	43	59	54	33

Source – Cal EnviroScreen 2021

Disproportionate Housing Needs

‘Disproportionate housing needs’ as defined by (24 C.F.R §5.152) are: ‘significant disparities in the proportion of members of a protected class experiencing a category of housing needs when compared to the proportion of a member of any other relevant groups or the total population experiencing the category of housing need in the applicable geographic area.’ The determination of disproportionate need accounts for housing cost burden (payments exceeding 30% of gross income) and severe burden (payments exceeding 50-percent of gross income), overcrowding (housing with more than 1 person per room), and substandard housing (lacking complete kitchen or bathroom facilities), are shown on Table 36 – note that data showing payments exceeding 50-percent of gross income are unavailable.

Table 36 –Disproportionate Housing Needs

	Inyo County	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
Housing Factor							
Occupants per Room							
Occupied Housing Units	7,950	1,177	703	973	2,601	1,076	1,420
1.00 or fewer occupants	4,452	1,116	699	966	2,583	1,074	1,314
Pct. 1 or fewer	97.5%	94.8%	99.4%	99.3%	99.3%	99.8%	92.5%
1.01 or more occupants	177	50	4	7	13	2	101
Pct. 1.01 - 1.51	2.2%	4.2%	0.6%	0.7%	0.5%	0.2%	7.1%
1.51 or more	21	11	0	0	5	0	5
Pct 1.51 or more	0.3%	0.9%	0.0%	0.0%	0.2%	0.0%	0.4%
Gross Rent as a Percentage of Household Income							
<i>All Occupied Units Paying Rent</i>	2,428	102	151	N/A	1,391	271	490
Less than 30% of Gross Income	56.6%	88.2%	65.6%	N/A	51.5%	68.3%	58.2%
More than 30% of Gross Income	43.4%	11.8%	34.4%	N/A	48.5%	31.7%	41.8%
Substandard Conditions							
Occupied Housing Units	7,950	1,177	703	973	2,601	1,076	1,420
Lacking Complete Plumbing	48	0	0	0	0	0	48
Pct. Lacking Complete Plumbing	0.6%	0.0%	0.0%	0.0%	0.0%	0.0%	3.4%
Lacking Complete Kitchen	114	0	0	0	63	2	49
Pct. Lacking Complete Kitchen	1.4%	0.0%	0.0%	0.0%	2.4%	0.2%	3.5%
No Telephone Service	92	9	5	0	20	3	55
Pct. No Telephone Service	1.2%	0.1%	3.3%	0.0%	0.8%	0.3%	3.9%

Source – ACS S1701-2019



Inyo County and its associated Census Tracts do not have significant numbers of overcrowding or substandard conditions. The County as a whole, however, does show that 43.4-percent of occupied rental units have renters who are cost burdened. Census Tract 4 has the highest percentage of renters who are cost burdened at 48-percent this is the CT that primarily represents the City of Bishop and it is subject to the City's jurisdiction and Housing Element. Census Tract 8 has 41.8-percent of renters that are cost burdened. Programs 2.1.4, 3.1.2, 3.2.2, 3.2.3 and 3.2.4 are included to help in the provision of high density housing, ADU/JADU development, more rental opportunity in single family homes and opening up commercially zoned property to more multi-family housing, which is intended to promote higher density housing and more rentals in the County.

Other factors contributing to disproportionate housing needs are elderly residents who are commonly on fixed incomes. As can be seen on Table 30, age is a factor in Inyo County where 20-percent of Households have a householder who is 65-years or older. Census Tracts 5 and 8 both also show that 20-percent of households have a householder 65-years or older. The County shall explore the issues facing its seniors and their housing needs. The housing stakeholder group established during the housing element update will continue to meet to further define housing issues in the county including senior and employee housing. This work will include identifying and applying for grants to provide affordable and special needs housing (Program 7.2.1).

Displacement Risk

The level of displacement risk faced by Inyo County residents is difficult to assess primarily due to geography and landuse patterns. There are definite concerns about availability of housing, rental costs and an aging population, though. During the several public meetings held for the housing element, lack of housing, lack of land to build housing and lack of rentals and rental costs were expressed repeatedly. There are also concerns related to the increase of second home ownership in the County. The high costs and lack of available land has been and can continue to drive prices up that could result in people leaving the County. Census Tract 8 has the highest proportion of renters paying over 30-percent of their income to rent at 41.8-percent and CT 2 is the next highest with 34.4-percent.

Summary of Fair Housing Issues and Programs

1. Inyo County does not currently have a person dedicated to helping people with fair housing complaints and working to help fill the housing needs of its citizens.

The County is currently in the process of developing a housing specialist position for the County. This specialist's services will include taking fair housing complaints, as well as, providing information and support for affordable housing, as well as, other services as appropriate. (Program 3.1.7).

2. There are extremely low income people scattered throughout the county. Census Tract 8, however, does show some concentration of poverty, disability, female householders with children under 18 and householders 65-years and older.

Efforts to provide housing opportunities for the extremely low income group and special needs populations will include an additional focus on CT 8, especially in the Lone Pine and Tecopa areas (Program 7.1.1).



3. Factors contributing to disproportionate housing needs are elderly residents who are commonly on fixed incomes. Inyo County overall has 20-percent of Households with a householder who is 65-years or older. Census Tracts 5 and 8 on their own also show that 20-percent of households have a householder 65-years or older.

The housing stakeholder group established during the housing element update will continue to meet to further define housing issues in the county including senior housing. This work will include identifying and applying for grants to provide affordable and special needs housing including senior housing (Program 7.2.1).

4. Census Tract 8 has the highest percentages of people identified, by the metrics analyzed in this assessment, as disproportionately disadvantaged when compared to the remaining 5 Census Tracts in Inyo County. Census Tract 8 also includes two of the Block Groups that are identified as low resource in the County. Census Tract 1 is also identified as low resource, but based on the other evaluations at a finer scale, this is inconsistent. The geography of CT1 is more likely the culprit to its low resource score. The population lives on south and west sides of CT1. The rest of the Tract is in the Inyo Nation Forest and BLM lands that are vacant. The people who live in CT 1 use the resources found in the Bordering Census Tracts that are High and Moderate Resource areas. This leaves CT 8 as the Tract with the highest displacement risk.

A program has been included in the Housing Element to direct special focus to CT 8 when pursuing affordable housing grants and fair housing support opportunities (Program 7.1.1).

5. High cost burdens on renters is found within all of the County's Census Tracts, except CT 1. All but CT 1 have over 30-percent of renters cost burdened. In contrast, CT 1 is roughly 12-percent. The distribution of this is fairly even 31.7-percent to 41.8-percent across the other five CTs. This excludes CT 4, which is primarily influenced by the City of Bishop. It is 48.5-percent, but would fall under the City's jurisdiction and Housing Element programs.

(Programs 1.1.1, 2.1.3, 2.1.4, 3.1.1, 3.1.2, 3.2.2, 3.2.3, 3.2.4, and 5.3.1 address affordable housing, including rental housing).

Analysis of Realistic Capacity

The County's RHNA suitable sites as a product of the analysis realistic capacity (see below) are enough to meet the County's allocation of 23-units for Extremely Low 23-units, Very-Low, 23-units for Low and 39-units for Moderate income residents. In an effort to help achieve the goal of providing affordable housing for extremely low income and special needs residents, the County has developed several programs to address these issues, please see programs section.

The Residential Site Inventory only evaluates those lands that are between 2 and 10-acres, are sufficiently served by existing infrastructure, can be easily connected to sewer and water systems, or have the required area for individual water wells and septic systems and have access to phone and internet services. Since Inyo County has no privately owned vacant land that meets this criteria, sites owned by the City of Los Angeles and the County were used for the extremely low, very low, low and moderate income sites. The capacity calculations used to identify sites for extremely low, very low, low and moderate income housing were conducted per Government Code 65583.2(c)(2). The 20-unit per acre, based on the County being listed as a non-metropolitan county, was used along



with an 80% reduction of total capacity to achieve *realistic capacity*. It should also be noted that since Inyo County also has no parcels that meet the site criteria, provided by statute that are zoned for high density residential development, anywhere near infrastructure and services, Sites 2 and 3 will be required to be re-zoned so the County can meet the overall capacity requirements. Program 2.1.3 is included to ensure that Sites 2 and 3 are re-zoned within 2-years of the Housing Element adoption. These parcels are currently part of a vacant land study and re-zone analysis being conducted by the County through an SB2 grant.

Sites Suitable for Extremely Low, Very Low, Low and Moderate Income Units

Inyo County's RHNA allocation for very-low (includes extremely low), low and moderate-income units is 125, with no carry over units from 2014. The County has identified 3-sites (see Appendix C for maps) that can accommodate the allocations, these include:

Site 1 – Bartell Street/Big Pine – This is an approximate 3-acre parcel that is located in the community of Big Pine. The General Plan designation of this parcel is Residential High Density that allows up to 24-dwelling units per acre, meeting the 20-unit/per acre site selection requirement for non-metropolitan counties. This parcel is zoned Multi-family Residential, 3 units and above (R3). The 20-unit per acre calculation also had an 80% reduction to achieve a realistic capacity number of 51-units. These units are a mix of (extremely low, very-low, low and moderate-income households) and are allocated by income with 43 lower income units and 19 moderate. This site is in an area that is identified as a High Resource area.

Adequate sewer and water is available through the Big Pine Community Service District to this parcel and the infrastructure for it is available to the site. It is also located in a local fire district and has readily available phone and internet service. It is currently owned by the City of Los Angeles. There are no current plans to sell the property within the planning period and the County will continue to try to work with DWP on land releases and more specifically to this site. Since the county code includes that multi-family residential development of more than 15-units per acre, in the R3 zone, requires a conditional use permit and this can be considered a constraint, a program (Program 2.1.4) is being added to remove this requirement within 2-years of the Housing Element adoption.

Site 2 – Jay Street/Bishop – This parcel is close to 6-acres and has a General Plan Designation of Public Facilities and a zoning designation of Public. This parcel is currently undergoing CEQA review for a General Plan designation change to Central Business District and zoning to Central Business (CB), which meets the 20 dwelling unit per-acre requirement for a non-metropolitan county. The County's CB zone allows for mixed use commercial/residential outright as well as multi-family with a CUP. Since requiring a CUP can be considered a constraint a program (Program 3.2.3) has been included for the County to move forward with evaluating a zone change to allow for multi-family outright in the CB zone. The 20-unit per acre calculation also had an 80% reduction to achieve a realistic capacity number of 91-units. These units can be a mix of (extremely low, very-low, low and moderate-income households) and are allocated by income with 54 lower income units and 8 moderate. This site is in an area that is identified as a High Resource area.

Adequate sewer and water is available to this parcel from the City of Bishop, although it will require either a boundary adjustment or out of area service contract through the Local Agency Formation Commission (LAFCo). The site is located in a local fire district and has available phone and internet



service. It is currently owned by the County. Although there are no current plans to sell the property within the planning period or development plans on the near horizon, this parcel is considered a good candidate for a mixed commercial/mixed income residential project.

Site 3 – East South Street/Bishop – This parcel is over 5-acres and has a General Plan designation of Retail Commercial and a Zoning designation of One-Family Residential. This parcel is currently undergoing CEQA review for a General Plan designation change to Residential High Density and zoning to Multi-family Residential, 3 units and above (R3), which meets the 20 dwelling unit per-acre requirement for a non-metropolitan county. Since the County code includes that multi-family residential development of more than 15-units per acre, in the R3 zone, requires a conditional use permit, the same program to eliminate this requirement as in Site 1 (Program 2.1.4) affects this parcel. These units can be a mix of (extremely low, very-low, low and moderate-income households) and are allocated by income with 43 lower income units and 20 moderate. This site is in an area that is identified as a High Resource area. Adequate sewer and water is available to this parcel from the City of Bishop, although it will require either a boundary adjustment or out of area service contract through the Local Agency Formation Commission (LAFCo). The site is located in a local fire district and has available phone and internet service. It is currently owned by the City of Los Angeles; there are no current plans to sell the property within the planning period. A program to require the zone and General Plan designation change within 2-years of adoption of the housing element is included under 2.1.3.

Sites Suitable for Above Moderate Income

The County identified 58 infill parcels that can accommodate the 80 above moderate income dwelling units identified in the RHNA. All of these parcels are located within a local fire district boundary so they can be subdivided where appropriate. These parcels are also either located within or adjacent to a water and sewer service provider, or they are over .5-acres as recommended for septic systems.

Communities in the more remote areas of the county such as Keeler, Darwin, Cartago, Olancho, Tecopa, Shoshone, Sandy Valley, and Charleston View, include vacant parcels with residential zoning. Since limited development of residential units in these areas can be anticipated, they are not included in the land inventory. These areas do; however, provide for additional residential development opportunities throughout the planning period including for affordable housing.

Accessory Dwelling Units are also a realistic means to provide more housing opportunities in Inyo County. Permits are being applied for more frequently for ADUs in the County and the County has updated its code to reflect all current State regulations regarding ADUs. Although not counted towards the site inventory, they will most likely add to it during the 6th Housing Element Cycle. The County's housing rehabilitation loan program also includes funding for ADU and JADU development.

Table 37 below provides a site-by-site inventory of the vacant land that is currently available to provide sites to meet the County's 2021 RHNA. Table 37 provides a comparison of the County's remaining RHNA with the capacity provided by the sites in Table 37.



**Table 37 - Vacant Land Inventory – Unincorporated Inyo County
(SEE MAP IN APPENDIX B)**

Site number	APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
1	004-160-05	Mixed income: extremely low, very low, low (43-units), moderate (19-units)	RH	R3	7.6-24	3.2	24	51	Vacant	Water and sewer available to property
2	008-240-01	Mixed income: extremely low, very low, low, (43-units) moderate (20-units)	Changing to RH	Changing to R3	7.6-24	5.25	24	84	Vacant	Water and sewer available to property
3	008-240-01	Mixed income: extremely low, very low, low, (54-units) moderate (8-units)	Changing to CBD	Changing to CB	7.6-24	5.69	24	91	Vacant	Water and sewer available to property
4	002-036-10	Subdivision – above moderate	RMH	RMH-5,800	7.6-15	0.17	2	2	Vacant	Water and sewer available to property
5	002-034-07	Infill – above moderate	RM	RMH-5,800	4.6-7.5	0.15	2.6	1	Vacant	Water and sewer available to property
6	002-095-09	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.15	1.1	1	Vacant	Water and sewer available to property
7	002-051-04	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.15	1.1	1	Vacant	Water and sewer available to property
8	002-043-14	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.15	1.1	1	Vacant	Water and sewer available to property
9	002-055-12	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.30	1.1	1	Vacant	Water and sewer available to property
10	004-070-42	Infill above moderate	RM	RMH-	4.6-7.5	0.17	2.3	1	Vacant	Water and sewer



Site number	APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
				5,800						available to property
11	004-020-48	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.23	1.3	1	Vacant	Water and sewer available to property
12	004-031-17	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.25	1.7	1	Vacant	Water and sewer available to property
13	004-090-05	Subdivision above moderate	RM	RMH-5,800	4.6-7.5	0.60	1.9	3	Vacant	Water and sewer available to property
14	004-101-09	Subdivision above moderate	RM	RMH-5,800	4.6-7.5	1.00	4.5	5	Vacant	Water and sewer available to property
15	005-071-09	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.16	7.5	1	Vacant	Water and sewer available to property
16	005-071-10	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.17	1.2	1	Vacant	Water and sewer available to property
17	005-109-48	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.20	1.3	1	Vacant	Water and sewer available to property
18	005-113-32	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.25	1.5	1	Vacant	Water and sewer available to property
19	008-270-14	Subdivision above moderate	RM	RMH-7,200	4.6-7.5	0.45	1.9	2	Vacant	Water and sewer available to property
20	010-352-15	Infill above moderate	RM	RMH-7,200	4.6-7.5	0.31	3.4	1	Vacant	Water and sewer available to property
21	010-352-15	Infill above moderate	RM	RMH-7,200	4.6-7.5	0.31	2.3	1	Vacant	Water and sewer available to property
22	010-361-28	Infill above moderate	RM	RMH-7,200	4.6-7.5	0.32	2.3	1	Vacant	Water and sewer available to property
23	010-361-27	Subdivision above moderate	RM	RMH-7,200	4.6-7.5	0.38	2.4	2	Vacant	Water and sewer available to property
24	010-353-13	Subdivision above	RM	RMH-	4.6-7.5	0.41	2.9	2	Vacant	Water and sewer



Site number	APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
		moderate		7,200						available to property
25	010-550-23	Infill above moderate	RM	RMH-7,200	4.6-7.5	0.22	3.1	1	Vacant	Water and sewer available to property
26	010-550-22	Infill above moderate	RM	RMH-7,200	4.6-7.5	0.22	1.7	1	Vacant	Water and sewer available to property
27	011-080-55	Infill above moderate	RRH	R1-1.0	1	0.56	1.7	1	Vacant	Water and sewer available to property
28	011-080-53	Infill above moderate	RRH	R1-1.0	1	0.56	0.6	1	Vacant	Water and sewer available to property
29	011-020-50	Infill above moderate	RRH	R1-1.0	1	0.76	0.6	1	Vacant	Water and sewer available to property
30	011-070-51	Infill above moderate	RRH	R1-1.0	1	1.05	0.8	1	Vacant	Water and sewer available to property
31	011-080-31	Infill above moderate	RRH	R1-1.0	1	1.16	1.1	1	Vacant	Water and sewer available to property
32	011-330-56	Infill above moderate	RL	R1-10,000	2.0-4.5	0.64	1.2	1	Vacant	Water and sewer available to property
33	011-480-20	Infill above moderate	RVL	R1-0.5	2	0.51	2.9	1	Vacant	Water and sewer available to property
34	011-480-21	Infill above moderate	RVL	R1-0.5	2	0.51	1.0	1	Vacant	Water and sewer available to property
35	011-470-04	Infill above moderate	RVL	R1-0.5	2	0.71	1.0	1	Vacant	Water and sewer available to property
36	011-470-31	Infill above moderate	RVL	R1-0.5	2	0.71	1.4	1	Vacant	Water and sewer available to property
37	011-500-21	Infill above moderate	RVL	R1-0.5	2	0.88	1.4	2	Vacant	Water and sewer available to property
38	011-490-09	Infill above moderate	RVL	R1-0.5	2	0.99	1.8	2	Vacant	Water and sewer



Site number	APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
										available to property
39	011-480-16	Infill above moderate	RVL	R1-0.5	2	1.01	2.0	2	Vacant	Water and sewer available to property
40	011-490-15	Infill above moderate	RVL	R1-0.5	2	1.08	2.0	2	Vacant	Water and sewer available to property
41	011-470-17	Infill above moderate	RVL	R1-0.5	2	1.13	2.2	2	Vacant	Water and sewer available to property
42	011-500-06	Infill above moderate	RVL	R1-0.5	2	1.15	2.3	2	Vacant	Water and sewer available to property
43	011-500-02	Infill above moderate	RVL	R1-0.5	2	1.15	2.3	2	Vacant	Water and sewer available to property
44	011-520-23	Infill above moderate	RL	R1-14,000	2.0-4.5	0.65	2.3	1	Vacant	Water and sewer available to property
45	011-530-01	Infill above moderate	RL	R1-14,000	2.0-4.5	1.17	2.9	2	Vacant	Water and sewer available to property
46	011-430-32	Subdivision above moderate	RL	R1-14,000	2.0-4.5	1.33	5.3	3	Vacant	Water and sewer available to property
47	013-100-23	Infill above moderate	RRH	RMH-1.0	1	0.67	6.0	1	Vacant	Water and sewer available to property
48	026-044-01	Subdivision above moderate	RM	RMH-7,200	4.6-7.5	1.25	0.7	6	Vacant	Water and sewer available to property
49	026-430-01	Infill above moderate	RRM	RR-2.5	0.4	2.50	9.4	1	Vacant	Water and sewer available to property
50	026-430-06	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
51	026-430-10	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
52	026-430-03	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well



Site number	APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
										required
53	026-430-04	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
54	026-430-07	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
55	026-430-02	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
56	026-430-05	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
57	026-430-08	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
58	026-430-09	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
59	002-036-10	Subdivision above moderate	RMH	RMH-5,800	0.4	0.15	6.3	2	Vacant	Septic and well required



Table 38 provides a summary of the County's RHNA needs and the units provided to meet the remaining allocations in the land inventory from Table 37 above. Table 38 shows that based on the reasonable estimates of realistic capacity that were developed by the County, there is a slight surplus of sites to fulfill the RHNA.

Table 38 - RHNA and Vacant Land Summary

Income Level	2021 RHNA Allocation	Unit Provided by Land Inventory	Shortfall/Surplus
Extremely Low	23	23	0
Very Low	23	23	0
Low	40	85	+45
Moderate	39	110	+71
Above Moderate	80	80	0
Total	205	321	+116

OTHER HOUSING RESOURCES

Tribal Housing Departments

Local Native American tribes provide housing services, including programs for construction and rehabilitation of residences, relocation assistance, and emergency housing. Although units produced pursuant to these programs on tribal lands cannot be counted toward the RHNA, the programs provide important resources for housing production and support for affordable and emergency housing in Inyo County.

ANALYSIS OF GOVERNMENTAL CONSTRAINTS

Housing affordability is affected by factors in both the private and public sectors. Actions by the County can have an impact on the price and availability of housing in Inyo County. Land use controls, site improvement requirements, building codes, fees, and other local programs intended to improve the overall quality of housing may serve as a constraint to housing development.

Land Use Controls

Land use and zoning regulations are designed to protect and promote the health, safety, and general welfare of residents as well as implement the policies of the General Plan. The Zoning Ordinance also serves to preserve the character and integrity of existing neighborhoods.



The Land Use Element of the Inyo County General Plan and corresponding zoning provide for a full range of residential types and densities dispersed throughout the county. Residential densities in Inyo County provide for a wide range of development from Residential High (RH), which has a minimum density requirement of 15.1-dwelling units per acre and a maximum of 24-dwelling units per acre and its corresponding zoning districts for multiple residential, to larger lot 5-acre minimum rural residential designations. The Zoning Ordinance contains six residential districts that correspond to the residential densities established in the General Plan. Further description of each zone can be found in Table 39 below.

Table 39 - Land Use Designations

Land Use Designation	Description
Rural Residential (RR)	Intended to protect established neighborhoods of one-family dwellings and to provide space in suitable locations for additional development of this kind, with appropriate community facilities.
Starlite Estates Zone (RR-0.5)	Provides suitable areas and appropriate environment for low density, single-family rural residential uses, where certain agricultural activities can be successfully maintained in conjunction with residential uses. The RR (rural residential) 0.5 acre-Starlite Estates zone is intended to be applied to the area known as Starlite Estates and adjoining private lands which may be without fully developed services.
One Family Residence (R-1)	Intended to protect established neighborhoods of one-family dwellings and to provide space in suitable locations for additional development of this kind, with appropriate community facilities.
Multiple Residential (R-2)	Intended to protect established neighborhoods of such dwellings and to provide space suitable in appropriate locations for additional housing developments of duplexes.
Multiple Residential (R-3)	Provides a zone classification for those areas designated for multiple residential development beyond that permitted by the R-2 zoning district. It is intended to provide locations for multiple-housing developments such as apartments, townhouses, condominiums and mobile home parks.

Source: Inyo County code, 2009

Tables 40 and 41 below show the development standards for each residential land use and zoning designation. Residential densities range from less than 1 dwelling unit per acre in the Residential Ranch, Residential Estate, and Rural Residential designations to between 15.1 and 24 units per acre in the Residential High designation. The maximum height limit for residential units in the R-2 and R-3 zones under the Residential Medium High and Residential High designations allows up to 3 stories or 40 feet, which is appropriate for population centers where higher density development is encouraged in a rural area such as Inyo County. Parking standards for single-family require two off-street parking spaces per unit. The requirements are appropriate for a rural county and are



considered vital to preserving the county’s character. Therefore, considering the variety of land use and zoning designations provided by the County’s General Plan and Zoning Ordinance, the development standards displayed in the following two tables do not constrain housing development.



Table 40 - General Plan Land Use Designations for Residential and Commercial Uses

Land Use Designation	General Plan				Zoning		
	Label	Residential Density (du/acre)	Non-residential Intensity (FAR)	Minimum Parcel Size (Acre)	District	Label	Minimum Lot Size
Residential							
Residential High	RH	15.1–24.0	N/A	N/A	Multiple Residential	R-3	10,000 sq. ft.
Residential Medium-High	RMH	7.6–15	N/A	N/A	Multiple Residential	R-2	6,500 sq. ft.
					Multiple Residential	R-3	10,000 sq. ft.
					Single Residential or Mobilehome Combined	RMH	Varies (5,800 sq. ft. typical)
Residential Medium	RM	4.6–7.5	N/A	N/A	One Family	R-1	1 acre
					Single Residential or Mobilehome Combined	RMH	Varies (5,800 sq. ft. typical)
					Misc.	Misc.	Misc.
Residential Low	RL	2.0–4.5	N/A	N/A	One Family	R-1	1 acre
					Single Residential or Mobilehome Combined	RMH	Varies
					Misc.	Misc.	Misc.
Residential Very Low	RVL	2.0	N/A	0.5	One Family	R-1	None
					Single Residential or Mobilehome Combined	RMH	Varies
					Starlite Estates	RR-0.5 Starlite	0.5 acre



General Plan					Zoning		
Land Use Designation	Label	Residential Density (du/acre)	Non-residential Intensity (FAR)	Minimum Parcel Size (Acre)	District	Label	Minimum Lot Size
Residential Rural High	RRH	1.0	N/A	1.0	Rural Residential	RR	1 acre
					One Family	R-1	1 acre
					Single Residential or Mobilehome Combined	RMH	Varies
					Misc.	Misc.	Misc.
Rural Residential Medium	RRM	0.4	N/A	2.5	Rural Residential	RR	1 acre
Residential Estate	RE	0.2	N/A	5	Rural Residential	RR	1 acre
Residential Ranch	RR	0.1	N/A	10	Rural Residential	RR	1 acre
Commercial							
Central Business District	CBD	7.6–24.0	1.00	N/A	Central Business	CB	10,000 sq. ft.
Retail Commercial	RC	7.6–24.0	0.40	N/A	General Commercial and Retail	C-1	10,000 sq. ft.
					Highway Services and Tourist Commercial	C-2	10,000 sq. ft.
					Misc.	Misc.	Misc.
Heavy Commercial/Commercial Service	HC	7.6–24.0	0.40	N/A	Heavy Commercial	C-4	10,000 sq. ft.
Resort/Recreational	REC	0.4–24.0	0.40	2.5	Open Space	OS	40 acres
					Commercial Recreation	C-5	5.0 acres
					Misc.	Misc.	Misc.
					Misc.	Misc.	Misc.

Source: Inyo County Zoning Ordinance and General Plan.



Table 41 - Additional Residential Zoning District Development Standards

Development Standard	RR	RR-0.5	R-1	R-2	R-3	RMH
Minimum Lot Width	125 ft.	100 ft.	50 ft.	50 ft.	75 ft.	50 ft.
Front Yard Setback	50 ft.	25 ft.	25 ft.	25 ft.	15 ft. ³	25 ft.
Interior Side Yard Setback ²	20 ft.	5 ft.	5 ft.	5 ft.	5 ft. ¹	5 ft.
Street Side Yard Setback ²	20 ft.	5 ft.	5 ft.	5 ft.	5 ft. ¹	5 ft.
Rear Yard Setback ²	30 ft.	25 ft.	20 ft.	20 ft.	15 ft.	20 ft.
Maximum Building Height of Primary Structures ¹	2.5 stories	2.5 stories	2.5 stories	3 stories (or 40 ft.)	3 stories (or 40 ft.)	2.5 stories
Parking	2 sp/du	2 sp/du	2 sp/du	2 sp/du	2 sp/du; 1 guest sp/4 du	2 sp/du

Source: Inyo County code, 2009; Land Use Element of General Plan

¹ 5 feet for one-story. An additional 5 feet per story is required for multi-story projects.

² Accessory structures (other than second dwelling units) may encroach into required side and rear yards in the rear half of the property, provided that at least a 5-foot setback from the property line is maintained. In the R-3 zone, no rear yard setback is required. In the RMH zone, primary structure encroachments may be permitted into the rear yard under specified circumstances.

³ Exceptions apply.

HOUSING ELEMENT

PROVISION FOR A VARIETY OF HOUSING TYPES

The Housing Element must identify adequate sites that are available for the development of housing types for all economic segments of the population. Part of this identification is evaluating the County's Zoning Code and its provision for a variety of housing types. Housing types include single-family dwellings, duplexes, guest dwellings, mobile homes, group residential homes, multiple unit dwellings, convalescent homes, accessory structures, supportive housing, and single-room occupancy units. Table 42 below summarizes the housing types permitted, conditionally permitted, and prohibited under the County's Zoning Code.

The Zoning Ordinance permits residential development in the county's non-CB commercial districts as a conditional use. In the CB zone, multi-family uses are conditionally permitted and mixed-use is permitted by right. ADUs and JADUs are allowed in all of the residential and mixed use zones. Single family homes are allowed in the industrial zones as an accessory use if occupied by the owner, lessee, caretaker, or watchman of the business and agriculture worker housing is allow in the Open Space zone. Mobile home parks are permitted in the commercial, C-5 zone. The County has approved an ordinance to conditionally permit multiple dwellings and mixed uses in the remaining non-CB commercial zones.

Table 42 - Housing Types Permitted by Zoning District

Housing Types	RR	RR-0.5	R1/RMH	R-2	R-3	C-1	C-2	C-3	C-4	C-5	CB	OS
Single-Family Detached	P	P	P	P	P	P ²	P ²	P ²	P ²	P ²	C ¹	P
Accessory Dwelling Units/Junior Accessory Dwelling Units	P	P	P	P	P	P	P	P	P	P	P	P
Single-Family Attached	P	P	P	P	P	P ²	P ²	P ²	P ²	P ³	C ¹	NP
Duplexes	NP	NP	NP	P	P	C	C	C	C	C	C	NP
3 & 4-plexes	NP	NP	NP	NP	P	C	C	C	C	C	C	NP
Multi-family (< 15 units)	NP	NP	NP	NP	P	C	C	C	C	C	C	NP
Multi-family (>15 units)	NP	NP	NP	NP	C	C	C	C	C	C	C	NP
Mobile Homes/Manufactured Homes	P	P	P	P	P	P ²	P ²	P ²	P ²	P ³	C ¹	P
Farm Worker Housing	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Emergency Housing/	NP	NP	NP	NP	NP	A ⁵	A ⁵	A ⁵	A ⁵	A ⁵	A ⁵	NP

HOUSING ELEMENT

Housing Types	RR	RR-0.5	R1/RMH	R-2	R-3	C-1	C-2	C-3	C-4	C-5	CB	OS
Shelters												
Single-Room Occupancy (SRO)	NP	NP	NP	NP	NP	P	P	P	NP	NP	P	NP
Transitional/ Supportive Housing/ Group Homes	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	NP
Boardinghouse	NP	NP	NP	C	NP	NP	NP	NP	NP	NP	NP	NP
Mobilehome Park	NP	NP	NP	C	C	NP	NP	NP	NP	C	NP	NP
Residential Care Facility	C	NP	NP	NP	P	NP	NP	NP	NP	NP	NP	NP

Source: Inyo County Zoning Code, 2021

P = Permitted Use

C = Conditional Use

A = Accessory Use

NP = Not permitted

P* = Transitional housing, supportive housing and group homes are permitted in the same manner as other residential dwellings of the same type in the same zone (Government Code Section 65583(a)(5)).

¹ Conditionally allowed when: A detached residential dwelling unit, if it is for occupancy by the owner or lessee of the business premises on the same parcel, or by a caretaker or watchman.

² A dwelling unit within a business building may be qualified as an accessory use if it is for occupancy by the owner or lessee of business premises therein, or by a caretaker or watchman, provided that a minimum fifty percent of the usable floor area is being utilized for the principal permitted use.

³ As an accessory use: dwellings of persons regularly employed on the premises for commercial recreational activities. Mobile homes may be used for this purpose.

⁴ Allow outright if proposal meets the requirements provided for in CA Government Code 65662

⁵ Parking requirements can only include for staff working at the facility

Density Bonus Overlay Zoning District

The State enacted density bonus law to allow developers to build residential projects at greater densities than a jurisdiction’s General Plan allows if such projects include very low, low and moderate-income housing units. Inyo County’s Density Bonus Overlay Zone District (Inyo County code Chapter 18.65) was adopted in 2004 and amended in 2007. It follows the provisions of CA Government Code 65915 Density Bonuses and other Incentives, and includes language that *‘the maximum building density for any affordable housing development or senior citizen development shall be as follows or as required by statute . . .’* ‘Or, as required by statute’ causes the County’s Density Bonus Zoning 18.65 to continue to be in compliance as any updates to the building densities made by the state automatically update the code. The County will, however, update its Density Bonus code section to consistently reflect current State law as the table included does not.

Central Business Zoning District

The County's General Plan, which was adopted in 2001, included provisions to allow for mixed and residential uses in commercially designated areas. Subsequently, the County implemented the General Plan's direction to permit such uses in the Central Business (CB) District land use designation. This action instituted a new CB zoning district in the hearts of Big Pine, Independence, Lone Pine, and Keeler that conditionally permits multiple dwellings and permits mixed uses by right. The ordinance creating the new CB zoning district regulations and amending the County's zoning maps accordingly was adopted in early 2007, and it is current. The County is also including a program to evaluate allowing multi-family dwellings in the CB zone by right (Program 3.2.3).

Multiple Dwellings and Mixed Uses in all Commercial Zoning Districts

The County's General Plan and Zoning Code include provisions to allow for mixed commercial and residential use in all of the County's commercially designated areas as conditional uses, except for the CB zone where mixed use is allow outright. The County is also including a program to evaluate allowing for by right mixed use in additional commercial zones (Program 3.2.3).

Constraints to Housing for Persons with Disabilities (Community Care Facilities Act SB 520)

Inyo County recently updated its Zoning Code with a process for individuals with disabilities to make requests for reasonable accommodation with respect to zoning, permit processing, or building laws. The Planning Director may administratively approve requests for modification to certain standards with regard to reasonable accommodation (Program 6.3.1). The County Building and Safety Division is also responsible for ensuring that all building permit applications for new construction meet the requirements of the Americans with Disabilities Act (ADA) and the California Disabled Accessibility Guidebook (CalDAG). Additionally, any permits for renovation or structure modification require that the structure be brought into conformance with ADA and CalDAG.

Senate Bill 812 (Persons with Disabilities)

In January 2011, California housing element was amended by SB 812. This law requires an analysis of the special housing needs of persons with disabilities, including an estimate of the number of persons with developmental disabilities, an assessment of their housing needs, and discussion of potential resources. SB 812 defines a "developmental disability" as a continuing disability that originates before an individual becomes 18 years old, and includes Mental Retardation, Cerebral Palsy, Epilepsy, and Autism. These estimates can be found in the Person's with Disabilities section.

Zoning and Land Use

In effort to remove any zoning or land use regulations that may inhibit the development of housing and facilities for disabled persons the County updated its Zoning Code with language addressing reasonable accommodation. Also, the 2004 update of the Zoning Code reviewed and modified the

County's policies to ensure compliance with fair housing law, including occupancy standards. These are still relevant in this 2021 update.

The Zoning Code does not provide residential parking standards for persons with disabilities that differ from the County's regulated parking standards. However, exceptions to the parking requirements may be granted in conjunction with any discretionary development permit, including a reduction in parking requirements for special needs housing.

Inyo County has made efforts to remove constraints on housing for persons with disabilities by providing flexibility as to the location of group homes, adult day care homes, and residential care homes and facilities. Residential care facilities for more than 6 persons must be permitted without discretionary review in all residential zones. The County will update its zoning code to correctly state this (Program 6.2.1).

Permits and Processing for Reasonable Accommodation

The County strives to remove any permitting and processing barriers for persons with disabilities by ensuring that requests to retrofit homes for accessibility comply with ADA and CalDAG, and meet all of the development and building standards in Title 24. These would be reviewed on a case by case basis by Building and Safety staff in conjunction with planning staff. The Planning Director will approve the exceptions to the zoning (Program 6.3.1).

Building Codes

The County uses and enforces the Uniform Building Code (UCB) as its local building code as mandated by the State Attorney General. The County does not have additional building codes beyond what is in the UCB. These codes are considered to be the minimum necessary to protect public health, safety, and welfare. Enforcement of the UCB is delegated to the County's Building and Safety Department and is carried out at the plan review stage and at the time of building/site inspection as well as thorough code enforcement. All work for which a building permit is issued must be inspected at the time of completion and/or at specified stages of construction. Inyo County does not have cases where the cost or length of time to obtain a building permit have hampered or ended a development project. Typically, the time from a call for a request for an inspection to the time the building inspector shows up is less than a week. Inspections to the remote areas of the County tend to take longer than those located in the Owens Valley.

Any request by a developer to build units under the minimum set by the General Plan and implemented by the zoning code, would require a Variance approval from the Planning Commission. A request to lower the unit requirement in a multi-family zone or commercial zone that does not have a verifiable reason based on a parcel's inability to accommodate the units would not be recommend by staff and would not likely be approved by the Planning Commission.

The County does not have code that conflicts with the UCB or that might diminish the ability to accommodate persons with disabilities and as discussed above the County is open to amendments to its codes as long as the health and safety of persons who may be affected are not affected by them.

The county had approximately 1,708 residents living with a disability according to the 2020 HCD Data Package American Community Survey and roughly 128 with Developmental Disabilities, also per the HCD data. To better accommodate the needs of this population and provide for persons with disabilities seeking fair access to housing in the application of its zoning and building regulations, the County has incorporated a reasonable accommodations ordinance into the Zoning Code per Program 6.3.1. This ordinance will provide a means of requesting exceptions to the zoning and building regulations that may be a barrier to fair housing opportunities. These requests will be reviewed on a case by case basis and will be approved based on a criterion that the building inspectors' finding that the proposed changes will not affect the building's ability to meet building and safety code. Additionally, the County has amended the Zoning Code to allow residential care facilities for 6 or fewer persons in all residential zones as permitted uses as well as Single Room Occupancy opportunities are allowed in all of the County's commercial zones.

State Requirements Regarding Fire Hazards

Senate Bill 1241 Section 66474.02 was added to the Government Code on September 13, 2012. 66474.02. It requires that before approving a tentative or a parcel map for which a tentative map was not required, the legislative body of a County make three findings regarding areas located in either a state responsibility area or a very high fire hazard severity zone, these findings include:

(1) A finding supported by substantial evidence in the record that the design and location of each lot in the subdivision, and the subdivision as a whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code.

(2) A finding supported by substantial evidence in the record that structural fire protection and suppression services will be available for the subdivision through any of the following entities:

(A) A county, city, special district, political subdivision of the state, or another entity organized solely to provide fire protection services that is monitored and funded by a county or other public entity.

(B) The Department of Forestry and Fire Protection by contract entered into pursuant to Section 4133, 4142, or 4144 of the Public Resources Code.

(3) A finding that to the extent practicable, ingress and egress for the subdivision meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code and any applicable local ordinance.

(b) This section shall not supersede regulations established by the State Board of Forestry and Fire Protection or local ordinances that provide equivalent or more stringent minimum requirements than those contained within this section.

These new requirements have already affected the County's ability to subdivide land, as the findings have proven impossible to meet due to the County's very rural nature and the fact that Cal Fire will not enter into agreements to provide service to residential areas. Fire Districts in the County are all volunteer organizations. This makes providing additional facilities and firefighters extremely difficult. Currently, no subdivision applications affected by SB-1241 include those that have been identified in this updated Housing Element for meeting the County RHNA, the County anticipates, however, that the fire findings will continue to be an issue until there are changes or clarifications in SB-1241.

Second Residential Units/Accessory Dwelling Units

To ensure compliance with new State ADU laws and to mitigate the constraints to the development of ADUs, the County amended the Zoning code to allow for ADUs as permitted uses, in all Residential and Mixed Use zones, and allows all ADU applications to be ministerially reviewed for conformance with the minimum allowable standards. The County is also participating in a loan program for housing rehabilitation and ADU and JADU development and it has been included as a program (Program 3.1.2).

Emergency Shelters, Transitional and Supportive Housing

The County's zoning code allows transitional housing as a permitted use in all residential zones and emergency shelters as a permitted use in the Commercial Zone – Highway Services and Tourist Commercial (C2). This complies with Senate Bill 2 (SB 2) that was signed into law effective January 1, 2008. The C2 zoning encompasses approximately about 490-acres over 166-parcels. Currently, there are 8-vacant parcels of land with the C2 Zoning designation. They range in size from about 100,000-sq-ft to 8,000-sq-ft. Any of these could be used as a whole parcel or the parcel could be partially used for emergency shelters. They also range in location and are found in Pearsonville, Olancho, Cartago, and there are several in the City of Bishop. This indicates there is potential for emergency shelters to be built on each end of the County and in the most populated area – Bishop. To satisfy the requirement that emergency shelters must be regulated the same as other residential uses of the same type in the same zone the County will review and update its code where necessary (Program 5.1.1).

Additionally, transitional and supportive housing types must be considered residential uses and be subject only to the restrictions that apply to other residential uses of the same type in the same zone. Both “transitional” and “supportive” housing must be explicitly defined as they are in the California Health and Safety Code Sections 50675.2 and 50675.14, respectively. Transitional housing may take many forms, including group housing or multi-family units, and may provide supportive services for its recipients but with a limited stay of up to 6-months. Supportive housing is more permanent in nature, is linked to either on-site or off-site services, and is occupied by a target population as defined by Health and Safety Code 53260 such as persons with AIDS, low-income persons with mental disabilities, person recovering from substance abuse, or persons with chronic illnesses.

To comply with current State regulations, the County will expand its definition of transitional housing and will add a separate definition for supportive housing types to ensure clarity in the zoning code. Transitional and supportive housing will also be listed as permitted accessory uses in each residential zone. To satisfy the requirement that these use types must be regulated the same as other residential uses of the same type in the same zone the County will review and update its code where necessary (Program 5.1.1).

AB 2162 requires that supportive housing meeting specific criteria be permitted by right where multi-family housing is permitted including in mixed use and nonresidential zones. And if such housing is located within half mile from transit, no minimum parking can be required. The County will update the zoning code to ensure compliance with AB 2162 (Program 5.1.1).

Extremely Low-Income Households

Assembly Bill 2634 (AB 2634) (Lieber, 2006) requires the quantification and analysis of existing and projected housing needs of extremely low-income households. The County's existing need is documented in Table 37 and its projected need is 23-units, which is half of its official very low-income allocation as discussed in the RHNA section. Housing Element updates must also identify zoning to encourage and facilitate housing for extremely low-income households. These housing types tend to be supportive housing and single-room occupancy units (SROs). As noted in the discussion of transitional and supportive housing above, Program 3.1.4 addresses the County's need to facilitate supportive housing types.

In an effort to facilitate the development of housing for extremely low-income households and comply with AB 2634, the County has explicitly listed single-room occupancy unit as a use type in the Zoning Code. SROs are typically meant for occupancy by one person as they are small (200–250 square feet) and may include food preparation or sanitary facilities, or both. The update includes SROs as an outright permitted use in the C1, C2, C3, and CB (Program 3.1.4). Program 3.2.3 will also expedite SRO development by allowing for by right multi-family residential development in the CB zone. Program 5.2.2 addresses development standards currently found in the County's zoning code that can hinder high density and affordable housing. It, among other things addresses parking standards that may be acting as a hindrance to development. Program 3.1.4 includes evaluating allowing for SROs in the R3 zone, as well.

Zoning and Building Permit Fees - Transparency

Inyo County charges various fees for development permitting. These fees are set to only cover the cost of staff time to process permits. Table 43 summarizes the County's fee requirements for residential development. These fees are considerably lower than fees charged in most jurisdictions throughout the state. Fees do not impose an unreasonable burden upon applicants, as Inyo County has one of the lowest fee structures in the state.

A typical building permit is a ministerial action in Inyo County, meaning additional landuse entitlements and/or CEQA review - are not required. After a building permit is submitted, it is reviewed by Planning Department staff for zoning consistency (also see Table 43). Typically, there are no zoning issues that cause a land use entitlement to be required (for those that might occur, see Tables 43 and 44). For this typical review, the Planning Department charges \$50. Building and safety also charges for building permit applications. According to the Building and Safety Department, the cost of a building permit is set by the value of the work being done including material and labor. The total cost is generated by the Engineering New Record Building Cost Index. A typical building permit for an average single family home in the County is roughly \$7,000. A multi-family home building permit is more difficult report. There has been one multi-family project in about 10-years. It was a triplex that had a building permit fee of \$6,785, which represents an approximate \$2,262 per unit cost.

Currently multi-family projects with over 15-units also require a Conditional Use Permit (\$1,490). Program 2.1.4 is being added to remove the requirement for multi-family housing over 15 units to require a conditional use permit as a way to lower the cost of larger multi-family developments.

HOUSING ELEMENT

Applicants can find all of the information they need to complete an application for a building permit on the County’s website. The fee structure for land use entitlements and ‘how to’ handouts are also available.

Anyone can also access the County’s Geographic Information Systems portal to look up individual parcels to find zoning and General Plan designations as well as parcel size. The County Planning Department webpage provide access to the General Plan and its landuse designations. The zoning code can be found on the County’s main page, as well as, through a link on the Planning Department webpage. It contains all of the development standards necessary to prepare a development proposal. In addition to this, planning and building and safety staffs are always available to answer questions via phone call or email.

Table 43 - Inyo County Typical Fees for a Typical Residential Development

TYPICAL FEES FOR TYPICAL RESIDENTIAL DEVELOPMENT		
FEE CATEGORY	FEE AMOUNT	
PLANNING AND APPLICATION	Single-Family	Multifamily
Plan Check – Zoning Review (Planning Department)	\$50	\$50
Building Permit (Building and Safety Department)	Approx. \$7,000	Approx. 2,262 per unit
Total Building Permit Fees	\$7,050	Approx. 2,312 per unit
SUBDIVISION		
Certificate of Compliance	\$1,000	\$1,000
Parcel Merger	\$600	\$600
Parcel Map	\$1,800	\$1,800
Tract Map	\$2,325	\$2,325
ENVIRONMENTAL		
Initial Study	\$500	\$500
Negative Declaration	\$600	\$600
Environmental Impact Report	Cost deemed by estimate	Cost deemed by estimate
IMPACT		

HOUSING ELEMENT

List typical fees, e.g., Police, fire, water and sewer, etc.	N/A	N/A
LAND USE ENTITLEMENTS – NOT TYPICAL FOR RESIDENTIAL DEVELOPMENT	Single-Family	Multifamily
Conditional Use Permit – A conditional use permit is required by the County for Multi-family structures over 15-units (R-3 zone)	Not Typical \$1,500	\$1,490
Variance – Variances may be required if the proposed project does not meet the development standards of the district in which it is proposed.	Not Typical \$1,500	Not Typical \$1,500
General Plan Amendment – A General Plan Amendment would be required if someone wished to change the designation or allowed residential density of a parcel.	Not Typical \$1,525	Not Typical \$1,525
Zone Reclassification – A Zone Reclassification would be required if someone wished to change the designation or allowed residential density of a parcel.	Not Typical \$1,450	Not Typical \$1,450

On/Off-site Improvement Standards and Impact fees

The County does not currently charge the type of impact fees common in many municipalities. Instead, it requires each land developer to mitigate only the problems that their subdivision or project creates. For example, if a subdivision is located in an area where drainage may be an issue, the developer is required to mitigate the problem so that it will not adversely affect surrounding properties. For roads, the County’s requirements are based on Caltrans requirements which specify only those on- and off-site improvements necessary to maintain an efficient and safe road system.

The exclusion of costly impact fees effectively reduces the cost of developing housing in Inyo County. More specifically, the County subdivision ordinance requires 60-foot street widths for local and collector streets, with curbs, gutters and sidewalks (40 feet with a waiver). However, “rolled curbs” are permitted, and the Planning Commission often waives requirements for sidewalks where circumstances warrant, such as in lower density developments. The County also provides flexibility in these requirements for affordable housing projects. Circulation improvements in mobile home parks are governed by Title 25, which allows for gravel roads and reduced street widths, resulting in lower development costs.

In addition to County fees charged at the time building permits are issued, fees for sewer and water connections and school impact fees are collected by each individual district. These fees vary widely by district according to the services they provide, individual financial and project objectives, and the special circumstances of each district. The fees these districts charge are not under the control of the County.

Table 44 - Process, Procedures and Timeframes

	Process/Procedure	Time/Approximately
Single Family Dwellings	A Plan check review is conducted for zoning and general plan compliance, including: density, height, setbacks, use, parking and environmental factors.	One week
Multi Family Dwellings	A Plan check review is conducted for zoning and general plan compliance, including: density, height, setbacks, use, parking and environmental factors.	One week
Ministerial Building Permit	For new homes, building permits typically can be reviewed and approved in two to three weeks. The permit is reviewed by both the Building and Planning Departments before final approval.	2-3-weeks
Tentative Tract Map	Reviewed by Subdivision Committee and other required agencies; CEQA evaluation is conducted; Planning staff presents to Planning Commission; if approved Final Map must be approved by Board of Supervisors	45-90-days The applicant then has 2-years to complete and submit the Final Map.
Tentative Parcel Map	Reviewed by Subdivision Committee and other required agencies; CEQA evaluation is conducted; Planning staff presents to Planning Commission; if approved Final Map must be approved by Board of Supervisors	45-90-days The applicant then has 2-years to complete and submit the Final Map.
Conditional Use Permit and Variance	Reviewed by County departments, planning staff and other required agencies; CEQA evaluation is conducted; Planning staff presents to Planning Commission.	30-90-days
Enforcement	Inyo County enforces the California State Building Codes (UBC). These codes are considered to be the minimum necessary to protect public health, safety, and welfare. Enforcement of the UBC is delegated to the County's Building and Safety Department and is carried out at the plan review stage and at the time of building/site inspection. All work for which a building permit is issued must be inspected at the time of completion or at specified stages of construction. Inyo County primarily enforces housing code violations through inspections performed on a complaint basis. Where code citations are issued,	30-days and up

	property owners are given a reasonable time frame in which to correct deficiencies.	
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ANALYSIS OF NON-GOVERNMENTAL CONSTRAINTS

Fees, site improvement costs, processing and permit procedures, building codes, land use controls, availability of public services, and environmental considerations are necessary considerations but do not impose significant constraints to development in Inyo County in comparison to non-governmental factors such as limited private land resources and high housing costs in relation to incomes. These variables are national in scope and widely recognized. The discussion below focuses on these non-governmental and market constraints to housing development.

Land Costs

While land costs in Inyo County are well below highly urbanized areas, the scarcity of privately owned vacant land has resulted in inflated land values (especially in northern Inyo County near Bishop). The most significant constraint to provision of additional housing opportunities in Inyo County is the lack of privately owned vacant land. Currently land costs in the County, based on Zillow listings, range from around \$11,000 for a third of an acre in Olancha to \$225,000 for just over a third of an acre in the Bishop area. These land costs are lower than the State average, but can still constrain development. According to the Federal Housing Finance Agency, the average land value in California in 2019 was \$512,500 for a quarter-acre lot.

Construction Costs

Construction costs include materials, labor, construction financing, and builder profit. These costs will vary depending on structural requirements and by the quality of the construction (such as roofing materials, carpeting, cabinets, bathroom fixtures, and other amenities). Because of these factors, it is hard to establish an absolute measure of construction cost.

The International Code Council provides estimates of construction costs. The average cost to construct a one-two residential unit home (2020) is \$124-\$157 per square foot. Multi-family buildings average \$114-\$169 per square foot. Based on previous evaluations, the material costs represents about 57-percent, labor costs approximately 42-percent, and equipment 1-percent of the total cost estimate. This would make a modest 1,200-square-foot house cost about \$148,800 to build.

Custom homes and units with extra structural requirements or amenities can run much higher. Lower costs can be achieved by reducing amenities and using less costly building materials, decreasing construction financing costs, and use of alternative construction methods such as manufactured housing or mobile homes. Additional savings can be realized through use of mass production methods. This can be of particular benefit when density bonuses are used for the provision of affordable housing.

Though the County does not have much control over market conditions, lower housing costs can be achieved by encouraging (a) reduction in amenities and quality of building materials (above a minimum acceptability for health, safety, and adequate performance); (b) availability of skilled construction crews who will work for reasonable wages; and (c) use of manufactured housing (including both mobile home and modular housing).

An additional factor related to construction costs is the number of units built at the same time. When the number of units developed is increased, construction costs over the entire development are generally reduced based on economies of scale. This reduction in costs is of particular benefit when density bonuses are used for the provision of affordable housing.

Infrastructure Constraints

Another factor adding to the cost of new construction is the cost of providing adequate infrastructure including major and local streets, curbs, gutters, sidewalks, water and sewer lines, and street lighting. In many cases, these improvements are dedicated to the County which is then responsible for their maintenance. The cost of these facilities are typically borne by developers and added to the cost of new housing units and eventually passed on to the homebuyer or property owner. The County, typically, does not, require these types of exactions. This can be attributed to several factors, but is primarily because large housing developments – do not – get built in Inyo County. New housing units are most commonly single family homes (frequently manufactured) located on vacant parcels within an already established neighborhood, or in a remote area on a large lot. Services are generally already available or the development requires septic and well installations. Roads are usually already available built and most do not have sidewalks. The County looks at each project individually and requires each land developer to mitigate only the problems that their subdivision or building project creates. For example, if a subdivision is located in an area where drainage may be an issue, the developer is required to mitigate the problem so that it will not adversely affect surrounding properties. For roads, the County's requirements are based on Caltrans requirements which specify only those on and off-site improvements necessary to maintain an efficient and safe road system.

Availability of Financing

Interest rates are determined by national policies and economic conditions, and there is little that local governments can do to affect these rates. Although Inyo County cannot affect interest rates charged by lending institutions, they can assist developers of low cost housing in finding more favorable financing, such as financing through the Community Reinvestment Act. According to lending institutions in the county, currently, most homebuyers will secure a mortgage with an interest rate between 2.5 and 4 percent, depending on the financial position of the mortgage applicants.

Environmental Constraints

Some land in Inyo County is unavailable for development because of environmental features. These features either pose a hazard to those who may choose to build in the area or diminish valuable resources. As a result, County regulations limit development in these areas because of the danger involved. Environmental constraints to development include the following:

- Geologic Hazards – Earth quake zones, landslide and avalanche areas and other geologic hazards may pose a threat to property and lives. County policy discourages development in these areas to ensure the public’s safety, although it does not prohibit it.
- Soils with Low Permeability Rates – Many parts of the county are not served with public sewer systems and therefore must rely on septic systems. In some parts of the county, non-engineered septic systems cannot be used because the soils have low permeability rates which prevent effective operation of septic tank systems.
- Excessive Slope – In areas of 30-percent slope, improvements for accessibility, site preparation, and sewage disposal are very difficult.
- Listed Species – In some areas of the county, private land is situated within endangered or threatened species habitats. Development within these areas requires mitigation measures that may be costly to implement.

Energy Conservation

Inyo County has adopted and implemented Title 24 of the California Code of Regulations through its Building and Safety Department. This allows the County to apply the most up-to-date energy conservation standards to all new residential buildings (and additions to residential buildings) except hotels, motels, and buildings with four or more habitable stories. The regulations specify energy-saving design for walls, ceilings, and floor installations, as well as heating and cooling equipment and systems, gas cooling devices, conservation standards, and the use of non-depleting energy sources, such as solar energy or wind power.

Opportunities for additional energy conservation practices include the implementation of “mitigation measures” contained in environmental documents prepared on residential projects in Inyo County. The energy consumption impacts of housing developments may be quantified within the scope of these reports, prepared by or for the County. Mitigation measures to reduce energy consumption may be proposed in the appropriate section of the reports. These mitigation measures, in turn, may be adopted as conditions of project approval.

Although the standards seem extensive and costly, builders and consumers realize that the benefits in energy savings over the long run outweigh the initial cost, especially in climates like that of Inyo County. Utilities now account for a substantial amount of the total monthly cost of maintaining a house. Building energy-efficient homes and encouraging weatherization programs will over time reduce residents’ monthly housing expenses (Program 1.3.1).

Zoning Ordinance 18.79 governs the installation of small wind energy conversion systems in the unincorporated portion of the county. The ordinance is designed to allow residents to take advantage of generating power via wind while ensuring that the placement and installation of wind energy conversion systems does not have an adverse impact on public health and safety.

The county encourages small-scale renewable energy facilities in the Government Element and through the Renewable Energy General Plan Amendment. The County also provides for streamlined permitting for small-scale, such as roof-top and ground mount solar energy generation.

Energy Conservation Programs for Low-Income Households

Southern California Edison (SCE) operates numerous programs that are available to assist low-income families with conserving energy and reducing expenditures for electricity. The High Bill Helper provides for rebates for new air conditioners, refrigerators, swamp coolers, and pool pumps. The Energy Star Lighting program provides compact fluorescent bulbs. Through its Energy Management Assistance program, SCE pays for purchase and installation of certain appliances for income-qualified applicants. SCE's CARE and FARE programs provide for utility bill reductions for income-qualified applicants as well. Additionally, local SCE staff will undertake on-site energy audits upon request to advise how to reduce energy consumption and associated costs.

LADWP has similar programs to help with rebates for inefficient appliances and assistance for low-income rate payers through its Lifeline program. LADWP staff will also provide energy audits upon request.

CHAPTER FOUR: PROGRESS IN MEETING 2014 HOUSING ELEMENT GOALS

Appendix B includes a table of the effectiveness of the implementation measures from the 2014 Housing Element. The County did not include programs for special needs housing in the 2014 version. To remedy this exclusion Programs: 3.1.4, 5.1.1, 6.3.1 and 7.1 have been included in this 6th Cycle Housing Element Update.

The County's primary accomplishments regarding the Housing Element has been updating the zoning code to make Accessory Dwelling Units and Junior Accessory Dwelling Unit development, only subject to County design guidelines when they are not in conflict with State regulation; beginning a rehabilitation program for affordable housing and ADU/JADU development, and continuing to work with the Los Angeles Department of Water and Power (DWP) to release land located in the county to increase the amount of buildable land. An increase in available vacant land in populated areas would, in turn, increase the capacity for residential development in the county, which would help facilitate development of housing for all income levels. Another major accomplishment was the reclassification of the Central Business (CB) zone in the County code to allow for mixed and residential uses, thus increasing the residential development capacity throughout the county. In addition, amendments to the remaining commercial zones have been approved that will open up land in these zones to residential development, as well. These actions will provide additional capacity for residential units.

In many cases, the essence of existing programs has been continued but may have been combined with other programs or the language may have been modified to better reflect the County's role in the housing market and to focus on the tools it has at its disposal to facilitate the development of housing affordable to all income levels. The required review of the statues of reaching the Goals stated in the 2014 Housing Element Update includes:

CHAPTER FIVE: HOUSING PROGRAM

This section of the Housing Element contains goals and policies the County has adopted and will continue to implement as practicable to address a number of important housing-related issues. Six major issue areas are addressed by the goals and policies of the Housing Element: (1) maintain the supply of sound, affordable housing through the conservation of existing sound housing stock; (2) provide adequate sites for housing; (3) ensure that a broad range of housing types are provided to meet the needs of both existing and future residents; (4) increase opportunities for homeownership; (5) remove constraints to the development of affordable housing; and (6) promote equal opportunity of housing choice for all residents. Each issue area and the supporting goals and policies are identified and discussed in the following section. Implementation measures identifying the time frame in which each policy will be implemented and the responsible entity follows the discussion of each program.

GOALS AND POLICIES

Maintenance and Preservation of Housing

Existing housing conditions vary considerably throughout Inyo County. Although much of the housing stock may be sound, there are many dwelling units that are dilapidated or require substantial repairs. As the County's housing stock continues to age, ongoing maintenance is vital to prevent widespread deterioration. It is also important to focus on what is already built as the County has very little available, vacant, land. The Housing Element focuses on expanding rehabilitation efforts by pursuing available federal and state funds to upgrade and maintain the County's housing stock.

Goal 1.0 - Maintain the existing housing stock and eliminate substandard housing conditions in Inyo County.

Policy 1.1 - Housing Rehabilitation Funding

In addition to its own investment, the County shall seek and manage additional federal and state funds for housing rehabilitation and weatherization assistance. The County will also continue to provide outreach programs to educate the public about available housing rehabilitation and weatherization assistance and fire safety issues.

Program 1.1.1: The County supports the provision of rehabilitation assistance to owner and renter-occupied households to facilitate unit upgrading. The County has initiated a rehabilitation program with the goal of encouraging owners of vacant houses to rehabilitate them and rent or sell them. This program also includes funding for ADUs/JADUs as well as the management of other rehabilitation funding such as No Place Like Home that focuses on low-income rentals and owner occupied dwellings.

Funding: Community Development Block Grant (CDBG) and Inyo County. The County shall encourage financing housing rehabilitation efforts and ADU/JADU development. To do this, the County shall consider and if appropriate complete grant applications for CDBG and possibly HOME

funds at least twice during the planning period for extremely low, very low and low income units. Research available state funds on an annual basis as Notice of Funding Availability (NOFA) is released. The County has set a goal of the rehabilitation of 15-units between 2021-2029 (equals 3-units per year for 5-years).

Responsible Party: County Planning Department; Department of Health and Human Services.

Time Frame: CDBG, HOME applications, 2021-2029 as NOFAs are released and 15-units 2021-2029

Policy 1.2 - Housing Rehabilitation Code Enforcement

The County shall advocate for the rehabilitation of substandard residential properties by homeowners and landlords.

Program 1.2.1: The County shall ensure sensitive residential code enforcement and provide information on available rehabilitation assistance to bring substandard residential structures and neighborhoods into compliance with County codes and to be improved to meet current fire safe ordinances pertaining to access, water flow, signing, and vegetation clearing. Fire safety is also enforced by the County Building and Safety officials as a required element of their inspections of new buildings and is commonly an element of subdivision applications.

Funding: Community Development Block Grant (CDBG). The County shall encourage financing housing rehabilitation efforts and affordable housing construction. To do this, the County shall consider and if appropriate, complete grant applications for CDBG and possibly HOME funds. Research available state funds on an annual basis and pursue as appropriate (as Notice of Funding Availability (NOFA) is released).

Responsible Party: County Planning Department and Building and Safety Department

Time Frame: 2021-2029 as NOFAs are released

Policy 1.3 - Energy Efficiency

The County will focus efforts to promote energy efficiency by supporting programs such as weatherization and utility assistance programs that alleviate energy costs for households. The County shall maintain its webpage dedicated to energy efficiency education and programs.

Program 1.3.1: The County shall continue to support efforts to improve the energy efficiency of dwelling units by providing an informational webpage dedicated to energy efficiency and programs that support providing weatherization and utility bill assistance to low-income households; encouraging reduction of housing costs through energy conservation by providing households with light bulbs, reduced price energy-efficient appliances, energy audits, and other services.

Funding: CDBG, LIHEAP, Southern California Edison, and the Los Angeles Department of Water and Power.

Responsible Party: Planning and Building and Safety Departments, local housing service providers, Southern California Edison, Los Angeles Department of Water and Power (LADWP)

Time Frame: Ongoing

Program 1.3.2: The County shall rebuild its dedicated webpage to housing resources including for energy efficiency and loan programs.

Funding: Planning Department budget.

Responsible Party: Planning Department

Time Frame: Within 1-year of HCD Certification of the 6th Cycle Housing Element

Goal 2.0 - Provide adequate sites for residential development.

For the 2021 update the County reevaluated its site inventory. No sites identified in the 4th or 5th Cycle Update were re-used as most relied on land that cannot be subdivided and/or is not near necessary infrastructure, or services. None of sites identified in the 4th or 5th Cycle Update have been developed; therefore, none identified to meet the very low, low or moderate income RHNA have developed at inappropriate densities.

Policy 2.1 – Adequate Sites 2021-2021, monitoring: The County will monitor the sites identified for very low, low and moderate income units.

Program 2.1.1 – If monitoring indicates that development has occurred on any of the parcels identified in the site inventory, the County shall ensure there is existing adequate capacity or identify additional sites to compensate for the loss.

Funding: Planning Department Budget

Responsible Party: Planning Department

Time Frame: Within the 2021-2029 Housing Element timeframe

Program 2.1.2: The County shall maintain an up-to-date inventory of sites suitable for residential development and provide this information to residential developers and to the real estate community. This inventory will include DWP land release sites.

Funding: Planning Department Budget

Responsible Party: Planning Department

Time Frame: Within the 2021-2029 Housing Element timeframe

Program 2.1.3: The County shall complete the re-zoning of Sites 2 and 3 as identified in the sites inventory within 2-years of HCD Certification of the 6th Cycle Housing Element.

Funding: SB2 Grant Funding

Responsible Party: Planning Department

Time Frame: Within 2-years of HCD Certification of the 6th Cycle Housing Element

Program 2.1.4: The County shall complete an update to the Code to remove the requirement for multi-family housing over 15 units to require a conditional use permit 2-years of HCD Certification of the 6th Cycle Housing Element.

Funding: Planning Department budget

Responsible Party: Planning Department

Time Frame: Within 2-years of HCD Certification of the 6th Cycle Housing Element

Program 2.1.5: The County shall update its Code definition of employee housing to remove the description of “five or more unrelated persons or families” eliminating the number based restriction in the definition, and making it compliant with current State regulations, within 2-years of HCD Certification of the 6th Cycle Housing Element.

Funding: Planning Department budget

Responsible Party: Planning Department

Time Frame: Within 2-years of HCD Certification of the 6th Cycle Housing Element

Program 2.1.6: The County shall within the 2021-2029 Housing Element timeframe and beyond create a regional housing working group including but not limited to the City of Bishop, Local Tribes, and Inyo County to review and evaluate housing needs at a regional level and prepare policies and programs to address those needs and to ensure adequate housing throughout the region.

Funding: County and City of Bishop budgets

Responsible Party: Inyo County

Time Frame: Within the 2021-2029 Housing Element timeframe and beyond

Program 2.1.7: The regional housing working group along with its review and evaluation of housing needs at the regional level will also look at issues, policies and programs to address gaps in transportation that might be contributing to fair access to jobs and services in relation to housing opportunities. This will include, but not be limited to: working with regional employers on ride share, van pool and transit voucher programs for their employees.

Funding: County and City of Bishop budgets

Responsible Party: Inyo County

Time Frame: Within the 2021-2029 Housing Element timeframe and beyond

Housing Opportunities

Inyo County encourages the construction of new housing units to ensure that an adequate housing supply is available to meet the County’s existing and future needs. Providing a balanced inventory of housing in terms of unit type (single-family, mobile home, multi-family, etc.), cost, and location will allow the County to fulfill a variety of housing needs.

Goal 3.0 - Encourage the adequate provision of housing by location, type of unit, and price to meet the existing and future needs of Inyo County residents.

Policy 3.1 - Variety of Housing

The County shall continue to identify and evaluate the best approaches to providing a variety of residential development opportunities to meet the needs of all its citizens. This includes all housing types, such as: single-family homes, mobile homes, accessory dwelling units (ADU/JADU), apartments, to accommodate special needs and income levels.

Program 3.1.1: The County shall continue to work with DWP, BLM, the Forest Service and other federal, state, and local agencies to identify appropriate land for release, thus enabling the County to provide additional sites for housing development. Additionally, the County will continue to coordinate with various Tribal Councils to pursue collaborative housing projects.

Funding: Planning Department Budget

Responsible Party: County, local housing service providers, Tribal Councils, Bureau of Land Management (BLM), DWP, Forest Service

Time Frame: Within the 2021-2029 Housing Element timeframe

Program 3.1.2: The County shall continue to encourage ADU/JADU development. Since development opportunities are mostly available through infill, the County has consistently followed State law regarding ADUs, although it has had outdated ADU language in its zoning code. In March 2021 the zoning code was updated to accurately reflect State ADU regulations, by incorporating the State regulations by reference. Along with this work, ideas were brought forward related to additional allowances for ADU/JADUs (2 per parcel) in the County beyond the State’s. The County will continue to explore ideas for allowing expanded ADU/JADU development.

Funding: Planning Department Budget

Responsible Party: Planning Department

Time Frame: Within the 2021-2029 Housing Element timeframe

Program 3.1.3: Tiny Homes are currently not defined in the County code. They are allowed by right as the County does not regulate the minimum size of residential units. They are also allowed as ADU/JADUs. To make tiny home development more accessible the County shall update the zoning code to include a definition of Tiny Homes.

Funding: Planning Department Budget

Responsible Party: Planning Department

Time Frame: Within 2-years of HCD Certification of the 6th Cycle Housing Element

Program 3.1.4: Based on new and still relevant existing State law, Low Barrier Navigation Centers, and Transitional and Supportive Housing will be added to the County code definitions. These along with Emergency Shelters and Single Occupancy Residences (SROs) will have language added and/or updated to accurately match requirements provided for by State law. This includes: Transitional housing, supportive housing and group homes are permitted in the same manner as other residential dwellings of the same type in the same zone. Low Barrier Navigation Centers and Emergency shelters cannot have parking requirements beyond spaces needed for employees and cannot be required if located within one-half-mile of a transit stop. The County shall also evaluate adding SROs as a permitted use in the Multi-family 3-units and above residential (R3) zone.

Funding: Planning Department Budget

Responsible Party: Planning Department

Time Frame: Within 2-years of HCD Certification of the 6th Cycle Housing Element.

Program 3.1.5: The County shall provide expanded affordable housing opportunities by partnering with local organizations and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households.

Funding: Available State, Federal, and local funds (HOME, MHP, CDBG, etc.)

Responsible Party: County, local housing service providers

Time Frame: Within the 2021-2029 Housing Element timeframe as opportunities arise

Program 3.1.6: The County will continue to explore Employer Assisted Housing Programs by forming a working group with major employers in the area to discuss how the County can assist in the development of employer-assisted housing in Inyo County.

Funding: Planning Department Budget; available state, federal, and local funds (HOME, MHP, CDBG, etc.)

Responsible Party: County, local housing service providers

Time Frame: Within the 2021-2029 Housing Element timeframe

Program 3.1.7: The County will continue working on establishing a housing specialist position for the County. This person will help identify housing opportunities for income levels, be available to take fair housing complaints and help get people to the appropriate organization/agency for help.

Funding: County General Fund

Responsible Party: County, Mammoth Lakes Housing

Time Frame: Within the 2021-2029 Housing Element timeframe

Policy 3.2 - High Density Housing

The County shall encourage the development of higher density housing in appropriate locations throughout the communities. Locate higher density residential development within close proximity to services, jobs, transit, recreation, and neighborhood shopping areas.

Program 3.2.1: The County shall encourage higher density residential development in areas of population concentration by conducting outreach to developers and property owners to encourage higher density residential development. In addition, the County will explore funding options for appropriate housing as funds become available.

Funding: Planning Department Budget

Responsible Party: County, local housing service providers

Time Frame: Within the 2021-2029 Housing Element timeframe as development applications are processed

Program 3.2.2: The County shall encourage development of housing for low-income households through provision of density bonus incentives. The County shall prepare updates to the density bonus chapter (18.65) of the County code as required by the State and inform applicants of new opportunities for density increases.

Funding: Planning Department Budget (development fees)

Responsible Party: Planning Department

Time Frame: Within 2-years of HCD Certification of the 6th Cycle Housing Element

Program 3.2.3: Encourage high density residential development in specific Commercial Zones. The County will continue to explore ideas brought forth during its SB2 Vacant Lands grant work in allowing for outright permitting of multi-family units in the Central Business zone, as well as, explore opportunities for permitted by right mixed use and high density housing in other commercial zones. Areas along the County's small town main streets (highway 395) have vacant commercial parcels and

empty buildings. Reevaluating these parcels for ‘missing middle’ housing opportunities, such as cottage apartments, 4-plexes and etc. could potentially do a lot to help the County meet its own housing goals. This work will also include a review of design requirements such as parking, setbacks, minimum lot size and height standards that could be improved to encourage more high density housing.

Funding: Planning Department Budget

Responsible Party: Planning Department

Time Frame: Within 3 years of HCD certifying the 2021-2029 Housing Element

Program 3.2.4: Encourage higher density in established residential neighborhoods by evaluating current residential codes for the appropriateness of increasing the number of rooms allowed to be used for long term rentals.

Funding: Planning Department Budget

Responsible Party: Planning Department

Time Frame: Within the 2021-2029 Housing Element timeframe

Program 3.2.5: Encourage higher density in established residential neighborhoods by evaluating current residential codes for design standards that might work to better encourage multi-family housing. This will include setback, minimum lot size, height and especially parking standards in the County’s multi-family zones.

Funding: Planning Department Budget

Responsible Party: Planning Department

Time Frame: Within 3 years of HCD certifying the 2021-2029 Housing Element

Policy 3.4 - Manufactured and Mobile Homes

The County will continue to promote the utilization of manufactured housing and mobile home purchase and placement as an affordable homeownership opportunity.

Program 3.4.1: The County shall provide technical assistance to mobile home park residents who want to purchase their mobile home park. To accomplish this, the County will advertise the program to mobile home park residents, including conducting meetings with tenants.

Funding: Planning Department Budget, Mobilehome Park Resident Ownership Program (MPROP)

Responsible Party: County, local housing service providers

Time Frame: Within the 2021-2029 Housing Element timeframe on an as-needed basis and as NOFAs for MPROP are released

Program 3.4.2: The County will remove its Mobile Home overlay as it is not used and is non-compliant. Language clarifying that mobile/manufactured homes on a foundation are to be processed the same as the process applicable to a conventional single dwelling unit in the same zone.

Funding: Planning Department Budget

Responsible Party: County

Time Frame: Within 2-years of HCD Certification of the 6th Cycle Housing Element

Policy 3.5 - Financial Assistance for Housing

Provide financial assistance for the conservation and/or development of housing affordable to extremely low, very low, and low-income households.

Program 3.5.1: The County will support the efforts of local housing service providers to assist low-income households with utility bills by providing assistance to a minimum of 150-households annually through the LIHEAP (Low-income Energy Assistance Program).

Funding: State Department of Economic Opportunity, CSBG

Responsible Party: County, local housing service providers

Time Frame: Within the 2021-2029 Housing Element timeframe

Program 3.5.2: The County shall encourage rental subsidies for lower-income families and elderly persons. The County shall encourage listing of rental units with local housing service providers.

Funding: HUD Section 8 Housing Choice Vouchers

Responsible Party: County, Stanislaus Housing Authority

Time Frame: Within the 2021-2029 Housing Element timeframe

Program 3.5.3: The County shall provide for the continued affordability of the County's low and moderate-income housing stock. Although not anticipated, if any deed-restricted affordable units currently serving County residents are at risk of converting to market rates, the County will facilitate a preservation program with the owner and/or operator of the project at risk. The goal will be to identify additional funds to either continue the affordability of the at-risk project or to replace those units once they are no longer affordable to lower-income households.

Funding: County, local housing service providers

Responsible Party: County, local housing service providers

Time Frame: Within the 2021-2029 Housing Element timeframe

Homeownership

The option of homeownership in California has become a privilege which is often not available to lower-income households or potential first-time homebuyers. Rising construction and land costs due to the scarcity of land for residential development in Inyo County have greatly contributed to the cost of housing. In addition, interest rates can exclude certain households from qualifying for loans. The County will continue to help facilitate the creation of affordable homeownership opportunities in its jurisdiction.

Goal 4.0 - Provide increased opportunities for homeownership.

Policy 4.1 - Self-Help

The County shall encourage “self-help” housing to allow lower-income households to build their own homes.

Program 4.1.1: The County will continue to make efforts to coordinate with established self-help housing groups to solicit interest in developing projects in the county to facilitate self-help housing as a form of homeownership for lower-income households.

Funding: Planning Department Budget

Responsible Party: County, local housing service providers

Time Frame: Within the 2021-2029 Housing Element timeframe

Policy 4.2 - Purchase Assistance Programs

The County will facilitate the availability of home purchase assistance programs for low and moderate-income households.

Program 4.2.1: The County will consider, as appropriate, applying for state and federal grant funds to provide homeownership opportunities that may include interest rate write-downs, down payment assistance, and mortgage revenue bond financing through state and federal programs.

Funding: Planning Department Budget, CDBG, HOME

Responsible Party: Planning Department

Time Frame: Within the 2021-2029 Housing Element timeframe, with a goal of completing at least one project benefiting low income households.

Removal of Constraints on Housing Development

Governmental and non-governmental constraints to development can impede both the supply and affordability of housing. Certain governmental constraints can be minimized to facilitate new construction.

Goal 5.0 - Remove governmental constraints on housing development.

Policy 5.1 - Compliance with new State Regulations

Program 5.1.1: The County shall update its zoning code to properly address new State laws regarding Density Bonus, Low Barrier Navigation Centers, Emergency Shelters and Transitional and Supportive Housing.

Funding: Planning Department Budget

Responsible Party: County

Time Frame: Within 1-year of HCD Certification of the 6th Cycle Housing Element

Program 5.2.1: The County routinely works with homeowners to expedite their permits and provide flexibility in submittal requirements for owners developing their own homes. The County will also annually review its permit and development plan processing timelines and look for ways to expedite or simultaneously conduct development reviews to ensure timely processing.

Funding: Planning Department Budget

Responsible Party: County

Time Frame: Annually and ongoing as projects are submitted for review

Policy 5.2 - Expedited Permit Processing and Project Review: The County shall continue to expedite project review and facilitate timely building permit and development plan processing for residential developments, especially those with an affordable housing component or density bonus proposal.

Program 5.2.1: The County routinely works with homeowners to expedite their permits and provide flexibility in submittal requirements for owners developing their own homes. The County will also annually review its permit and development plan processing timelines and look for ways to expedite or simultaneously conduct development reviews to ensure timely processing.

Funding: Planning Department Budget

Responsible Party: County

Time Frame: Annually and ongoing as projects are submitted for review

Program 5.2.2: The County shall evaluate and consider alternative processes to help expedite and encourage affordable housing projects, such as administrative approvals of use permits projects and modifications to the design standards in the zoning code regarding setbacks, lot sizes, parking and height standards..

Funding: Planning Department Budget

Responsible Party: County

Time Frame: Within 3-years of HCD Certification of the 6th Cycle Housing Element

Policy 5.3 - Infrastructure

The County has very remote areas without water or waste water treatment facilities. Some of these same areas also have vacant private land that other better served areas of the County do not. In an effort to help to open the possibility of development in these areas, the County will work to identify potential ways provide adequate infrastructure to accommodate residential development in all areas of the unincorporated county.

Program 5.3.1: The County shall explore ways to help to facilitate the provision of infrastructure to accommodate residential development in its more remote areas by researching opportunities for providing the necessary infrastructure in remote locations for residential development.

Funding: Planning Department Budget

Responsible Party: County, local housing service providers.

Time Frame: Within the 2021-2029 Housing Element timeframe

Accessibility of Housing

Program 5.3.2 County Property: The County currently owns 66-parcels of land in the County. Of the 66-parcels, 32 are located in the Owens Valley. The rest are in the more remote areas of the County with limited to no infrastructure or services. All but 3 of the Owens Valley parcels are currently built on for various County offices, roads yards, libraries, parks -etc. The 3 vacant parcels are located in Bishop and Big Pine. The Bishop parcel is currently in the process of a zone change and is included in the RHNA site inventory -Site 1. The two parcels in Big Pine are environmentally constrained with special status species and a wetland. This parcel will, however, be further evaluated for housing development viability.

The County also has several road yards and an airport on some of its properties in the Owens Valley. Two of the road yard parcels are currently undergoing zone and General Plan reclassifications to multi-family residential to encourage high density housing development. These parcels are located in Lone Pine.

The County will also evaluate its other roads yards in Bishop, Big Pine and Independence for possible consolidation to eliminate the need for all of them and/or at these particular locations, as well as, for potential locations for housing development. Zoning and General Plan designation changes will also be proposed for any parcels that are deemed appropriate for high density and/or affordable residential development.

Funding: Planning Department Budget

Responsible Party: Inyo County Planning and Public Works departments, County Administrative Officer.

Time Frame: Within 3-years of HCD Certification of the 6th Cycle Housing Element

On order to make adequate provision for the housing needs of all segments of the community, the County must ensure equal and fair housing opportunities are available to all residents.

Goal 6.0 - Promote equal opportunity for all residents to reside in housing of their choice.

Policy 6.1 - Equal Opportunity

The County shall work to prohibit discrimination in the sale or rental of housing with regard to race, ethnic background, religion, handicap, income, sex, age, household composition or other protected characteristics.

Program 6.1.1: The County shall take positive action to assure unrestricted access to housing. The County will continue to support local housing service providers to provide fair housing services and assist in program outreach.

Funding: Planning Department Budget

Responsible Party: County, local housing service providers, Stanislaus Housing Authority

Time Frame: Within the 2021-2029 Housing Element timeframe

Policy 6.2 - Residential Care Facilities The County shall work to ensure that equal and fair housing opportunities are available to all residents.

Program 6.2.1: The County will continue efforts to mitigate or remove constraints on housing for persons with disabilities and will update its code to accurately follow new State regulations.

Funding: Planning Department Budget

Responsible Party: County

Time Frame: Within 2-years of HCD Certification of the 6th Cycle Housing Element

Policy 6.3 - Reasonable Accommodation – The County shall ensure the availability of reasonable accommodations for persons with disabilities, including developmental disabilities.

Program 6.3.1

The zoning code will be updated to more clearly state that the Planning Director may administratively approve requests for modification to certain standards with regard to reasonable accommodation on a case by case basis and with the criterion that the modifications do not affect the structure meeting building and safety standards per Building and Safety staff.

Funding: Planning Department Budget

Responsible Party: County

Time Frame: Within 2-years of HCD Certification of the 6th Cycle Housing Element

Goal 7.0 – Affirmatively Furthering Fair Housing.

As defined by State law, and pursuant to AB 686, the County will affirmatively further fair housing by taking meaningful actions, in addition to opposing discrimination that overcomes patterns of segregation and fosters inclusive communities free from barriers that restrict access to opportunity based on protected classes. This will be accomplished with the following programs.

Policy 7.1 The County shall work to ensure housing opportunities in areas with concentrations of minority population, female householders with no spouse present and children under 18, persons with disabilities and persons living in poverty that were found in the County through the AFFH evaluation. Even though they do not rise to the levels usually found in more populated urban and suburban areas in Inyo County, they are there. Census Tract 8 that incorporates the entire county south of Lone Pine and east to the Nevada border has the highest levels these concentrations.

Program 7.1.1

The County shall work to provide affordable housing opportunities for areas with concentrated poverty and other protected characteristics in the County. This is primarily found in Census Tract 8, and more specifically the community of Lone Pine. This will be accomplished by partnering with local organizations to target this area and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households.

Funding: Available State, Federal, and local funds (HOME, MHP, CDBG, USDA, etc.)

Responsible Party: County, local housing service providers

Time Frame: Within the 2021-2029 Housing Element timeframe as opportunities arise

Policy 7.2 - The County shall work to ensure that the needs of its senior population are met. Inyo County overall has 20-percent of Households with a householder who is 65-years or older. Census Tracts 5 and 8 on their own also show that 20-percent of households with a householder 65-years or older.

Program 7.2.1

The County will continue working with the housing stakeholder group established during the housing element update to further define housing issues in the county and specifically senior housing. This work will include identifying and applying for grants to provide affordable housing located near services. A focus will be placed on Census Tracts 5 and 8 as these include the areas in the County with the highest percentages of households with a householder 65-years and older.

Funding: County Planning Department budget, available State, Federal, and local funds (HOME, MHP, CDBG, USDA, etc.)

Responsible Party: County, housing stakeholder group, local housing service providers, senior program providers

Time Frame: Within the 2021-2029 Housing Element timeframe as opportunities arise

Program 7.3

The County currently has policies that address environmental justice issues. Pursuant to CA Government Code 65302(h), the County will add policies in appropriate sections of its General Plan that relate to healthy food access, safe and sanitary homes and physical activity or create an Environmental Justice Element that includes all objectives listed.

Funding: Funding source yet to be identified

Responsible Party: Planning Department

Time Frame: Within the 2021-2029 Housing Element timeframe

Table 45 - Quantified Objectives

Task	Income Level					Total
	Extremely Low	Very Low	Low	Moderate	Above Moderate	
Fair Share Allocation	23	23	40	39	80	205
Residential Permits Issued Since December, 2018	0	0	0	0	0	0
New Construction Objectives	3	3	5	5	5	21
Rehabilitation	3	3	3	3	3	15
Conservation (at-risk)	N/A*	N/A*	N/A*	N/A*	N/A*	N/A*
Total	6	6	8	8	8	36

Source: HCD, 2020 and Inyo County Planning Department, 2020

*The County does not have at risk units, please see Units at Risk of Converting to Market-Rate Uses

**Appendix A
Public Outreach**

The County began work on the 2021 update in November 2020. Staff took questions and comments related to housing issues during a public outreach meeting for a Vacant Lands Inventory and Evaluation of General Plan and Zoning Designations for Possible Rezoning to Encourage Affordability through Higher Density Housing. A meeting was also held with County Health and Human Services and Mammoth Lakes Housing (a local affordable housing non-profit) in November 2020 and a meeting with the Inyo Mono Advocates for Community Action (IMACA) in January 2021, a low income (focus on extremely low), special needs and housing non-profit. These meetings focused on the barriers to providing housing for the populations they work with. The issues they identified were:

- No land for development
- No developer interest/affordable housing not profitable
- Infrastructure issues to support development are too expensive to address
- Rural area non-profits have a difficult time competing for funding
- Rural areas cannot get the necessary points for grant opportunities due to transit requirements among others. Funding geared to urban areas.

Possible solutions:

- Continue to work with the Los Angeles Department of Water and Power (DWP) on land divestments and long term leases for mobile home parks located on their land
- Grants for infrastructure improvements
- More opportunities for re-purposing and rehabilitating properties, especially multi-family, with restrictions on raising rents
- Include the communities in the remote southeast part of the County, primarily Tecopa
- Incentives for owners of vacant houses to rent, IMACA can provide property rehabilitation funding if rented to homeless or at risk people
- Encourage ADU development.

To initiate the formal outreach process, more than 20-letters/emails were sent to a broad cross-section of stakeholders in the County. Consultation invitations were also sent to 10-tribal representatives. The

letters briefly described the reason for the update and requested the stakeholders provide input at any time during the update process by visiting the Housing Element update section on the County's website, directly contacting County staff, requesting a meeting, or by attending a virtual public workshop.

Tribal Consultations

One Tribe, the Big Pine Paiute Tribe of the Owens Valley, requested consultation, but never responded to scheduling requests.

Public Workshops

In addition to the several meetings County staff held with local non-profits. A meeting with: IMACA and Mammoth Lakes Housing; a local realtor; property manager; developer; a representative from DWP; and a representative from the Northern Inyo Hospital District (a major employer in the County) was held in February 2021. An additional public workshop was hosted by the Planning Commission during the draft stage of the 2021 Housing Element in March 2021. The goal of these workshops was to gather feedback from stakeholders and the attending public regarding the housing concerns of Inyo County residents and housing service providers.

At the first meeting staff posed several questions, including:

1. What do you see as the most limiting factor in your organizations' ability to succeed in its housing mission?
2. What sort of policies or programs do you think would be the most effective in improving your organization's ability to succeed your housing mission?
3. What do you think local governments should do to help your organization achieve its mission?
4. Other relevant questions, thoughts, ideas?

Responses included:

1.
 - I deal primarily with moderate and above moderate properties; there is never enough rental stock
 - All but one attendee agreed that there is not enough housing stock or land for development in the County
 - DWP has to balance. Their land is considered essential for water provision for the City of Los Angeles

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- State regulations regarding fire protection puts limitations on subdivision and the affordability of building
- The lack of housing opportunity is a challenge for local employers. It affects their ability to secure and retain employees. This includes even at the high end of housing opportunities
- DWP employees leave the area too, due to the lack of available housing
- It took IMACA over 10-years to purchase property from DWP for a permanent supportive housing project, this is too long
- There is a growing homeless population
- There needs to be more gap funding from local jurisdictions to make up for what grants do not cover.

2.

- Change County zoning to allow for more than one ADU per property (restrict to long term rentals)
- Relax zoning to allow for more units in general
- Create incentives for developers
- Creation of more Community Service Districts – fire protection
- Infrastructure planning
- Infrastructure financing
- DWP needs to release more land, especially in the Bishop City limits
- Down payment assistance programs by employers (DWP)
- Assistance for rehabilitation of rundown and/or vacant properties
- Loan fund for ADU development or vacant houses (income restricted)
- New taxes or fees to create a pool of money to grant or loan to developers
- Self-build housing projects and co-ops.

3.

- It is easier for DWP to release land to other jurisdictions than to private parties
- Create a twenty-year housing plan identifying areas for development, rezoning, etc. Community input would be very beneficial. Plan should include south County as well
- Put limitations on the number of short-term rental permits per year and limit the number of nights they can be rented
- Work on vacancy issues (second homes)
- Landlord incentives to rent to low income and get more to participate in Section 8 housing
- Rehabilitation funding can create more habitable space
- Allow for more residential use on commercially zoned property
- Get DWP properties zoned for residential development prior to divestment. Chose by infrastructure availability
- Target properties that are easiest to develop for General Plan and zoning designation changes
- Taxation programs for vacant properties with a very targeted program for allocation these funds to affordable housing projects.

4. There were no additional questions, thoughts or ideas.

Planning Commission Workshop

The Planning Commission hosted a public workshop on the Housing Element Update on March 24, 2021. Staff prepared a number of questions for the attendees to respond to. These questions were:

1. Have you or someone you know experienced housing discrimination in Inyo County?
2. If so, were there barriers to reporting it?
3. What barriers exist locally to access to housing?
4. What do you think the County can do to improve access to housing?

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5. Is access to services an issue where you live?
6. If you have a disability, does your home have reasonable accommodations?
7. What housing types does the County need more of?
8. What housing types does the County need less of?
9. What has been the most difficult barrier for you, personally, in finding housing opportunities in the County?
10. Where should additional housing be located in the County?
11. What is your dream home?

Responses included:

1. No one had experiences with housing discrimination
2. There may be barriers to reporting. People might not know where to report and there may also be a lack of legal aid.
3.
 - As a property manager the barriers to getting rental housing I find are: income, credit, a lack of rental housing and multi-family units, and pets. As for ownership: out of price range, no workforce housing or down payment assistance, not enough land for development.
 - The hospital has contract employees that need shorter rental periods and lower costs as many have homes and mortgages elsewhere, pets. The hospital has had to purchase property so there contract employees have housing
 - The costs of development here are too high for non-profit developers to be interested
 - The lack of land has made it impossible for the hospital to build housing for their workers
 - Look into vacant commercial buildings and sites for residential development. Local gap funding for grants, makes getting the points for low-income housing easier to get
 - Look into land transfer concept and lots sales DWP-USDA
 - Allow for 2 ADUs per parcel and make rezoning requirements easier for smaller lots so more units can be built per parcel.
 - Limit ADUs rented for short-term

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4.
 - Reasonable accommodations for disabled is expensive there need to be programs to help financially
5. There were no responses to this question
6.
 - Small infill, affordable rentals and ownership opportunities, first time buyer help
 - Look into homeowner land trust model
 - Senior housing
 - 1 and 2 bedroom units are in high demand – not enough of them
 - Encourage repurposing vacant commercial properties
 - Empty DWP homes should be rented or sold
 - Help people who want to move here from somewhere else without community connections to find available housing a housing availability clearinghouse
 - Local online rental finder
 - Approach owners of vacant homes to try to get them to rent or sell
 - Create a vacant building tax to help fund affordable housing projects
 - The lack of land supply creates the biggest barrier, maybe use eminent domain to get land and/or units in disrepair, etc.
7.
 - County does not need more large lot developments, there are plenty
8.
 - I just had the opportunity to get a job in the County and a rental in Big Pine that is my dream home.
 - Safe and warm that costs no more than 35% of monthly incomes.

Planning Commission Hearing

The Planning Commission held a hearing on August 11, 2021 to consider a resolution recommending the Board of Supervisors adopt the 2021 Housing Element as presented by staff. A comment from the commission was offered suggesting that the County should be looking at its housing issues from a more regional perspective.

No public comment was received at the hearing or in response

Board of Supervisors Hearing

The Board of Supervisors held a noticed public hearing on August 17, 2021 to consider adopting the 2021 Housing Element Update. The Supervisors provided direction to staff to add a housing program to develop a regional housing workgroup to evaluate housing issues at the regional level and prepare policies and programs to address them.

No public comment was received at the hearing or in response to the notice.

Comment Letters

In addition to gathering comments from attendees at the public workshop, residents were invited to submit comments directly to the County regarding the questions related to access and availability as well as the draft of the Housing Element update. No comment letters were received by the County during the housing element update process.

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Appendix B Housing Program Review 2014-2020

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 1.1</i></p> <p>The County supports the provision of rehabilitation assistance to lower-income owner and renter-occupied households to facilitate unit upgrading. The County will encourage initiation of a rehabilitation program with the goal of improving 15 units over the planning period (3 per year). Funding: CDBG</p>	2014–2019	<p>Effectiveness/Progress: The County did not initiate a rehabilitation program during the planning period due to a lack of staff and funding for this type of activity.</p>	<p>Appropriateness: The County will continue to support local housing assistance providers' efforts and is in the process of initiating its own rehabilitation loan program.</p>
<p><i>Implements Policy 1.2</i></p> <p>The County shall ensure sensitive residential code enforcement and provide information on available rehabilitation assistance to bring substandard units into compliance with County codes and to meet current fire safe ordinances. Funding: County</p>	Ongoing	<p>Effectiveness/Progress: The County continued to educate the public and stakeholders about housing programs, including housing rehabilitation and weatherization assistance.</p>	<p>Appropriateness: The County will continue to support outreach efforts for rehabilitation, fire safety or weatherization efforts in the county. These are primarily conducted by Building and Safety and Planning staff.</p>
<p><i>Implements Policy 1.3</i></p> <p>The County shall continue to provide outreach programs to educate the public about available housing rehabilitation assistance and fire safety issues.</p>	Ongoing	<p>Effectiveness/Progress:</p> <p>The County continued to educate the public and stakeholders about housing programs, including housing rehabilitation and weatherization assistance.</p>	<p>Appropriateness: Will continue this program. It has been added to the one above to reduce repetition.</p>
<p><i>Implements Policy 1.4</i></p> <p>The County shall continue to focus efforts on promoting energy efficiency through participation in weatherization, utility assistance and maintaining an energy efficiency webpage. Funding: County, local utility providers</p>	Ongoing	<p>Effectiveness/Progress: The County works with local non-profits and utility providers to raise awareness of energy efficiency, utility assistance and weatherization programs.</p>	<p>Appropriateness: The County will continue to support outreach efforts for energy efficiency programs and maintain its webpage.</p>
<p><i>Implements Policy 1.4</i></p> <p>The County shall continue to support efforts to improve the energy efficiency of dwelling units by providing weatherization assistance to low-income households. Funding: HUD Section 8 Certification and Housing Vouchers</p>	Ongoing	<p>Effectiveness/Progress: The County does not provide funding for this activity but if a need for this service arises, the County would refer inquiries to local housing service providers. The County coordinated a series of task forces to educate the public and stakeholders about housing programs, which may have included roommate location assistance.</p>	<p>Appropriateness: This program will be continued.</p>

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2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 1.4</i></p> <p>The County shall work to provide assistance to low-income households with utility bills by encouraging utilities and local housing service providers to continue to implement and expand programs to assist such households, including reductions and other utility assistance programs for income-qualified candidates. Augment current program funding. Funding: State of California Older Americans Act, CDBG</p>	Ongoing	<p>Effectiveness/Progress: According to DWP, one local housing service provider assists approximately 150 households per year through the LIHEAP (Low-income Energy Assistance Program). The utilities also provide assistance to income-qualified families. They intend to continue and expand these programs.</p>	<p>Appropriateness: This program will be continued.</p>
<p><i>Implements Policy 1.4</i></p> <p>The County shall continue to encourage utility providers and local housing service providers in reducing housing cost through energy conservation by providing households with light bulbs, reduced price energy-efficient appliances, energy audits, and other services. Funding: CDBG</p>	Ongoing	<p>Effectiveness/Progress: The County is not aware of the effectiveness or progress of this light bulb program. However, if possible, the County would continue to support this program if implemented. Alternatively, the County refers interested residents to the Southern California Edison (SCE) California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) program.</p>	<p>Appropriateness: The County will continue to support weatherization and energy efficiency efforts administered by other entities in the county.</p>
<p><i>Implements Policy 2.1</i></p> <p>The County shall facilitate the development of vacant and underutilized residential parcels identified in the Housing Element residential site inventory.</p>	Ongoing	<p>This program has been implemented; however, no sites in the inventory were developed.</p>	<p>Appropriateness: This program has been revamped to meet new state regulations and will continue.</p>
<p><i>Implements Policy 2.1</i></p> <p>The County shall maintain an up-to-date inventory of sites suitable for residential development and provide this information to residential developers and to the real estate community. This inventory includes DWP land release sites. Funding: State Department of Economic Opportunity, CDBG</p>	Ongoing	<p>Effectiveness/Progress: Site information was provided through a Vacant lands inventory and general plan and zoning designation assessment. The Planning Department provides information about property that is available for housing development upon request. The County has continued to try to coordinate with DWP and other public agencies for land releases of property available for housing development.</p>	<p>Appropriateness: This program is updated and will be continued.</p>

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2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 3.1</i></p> <p>The County shall continue to work with DWP, BLM, the Forest Service and other federal, state, and local agencies to identify appropriate land for release, thus enabling the County to provide additional sites for housing development. Additionally, the County will continue to coordinate with various Tribal Councils to pursue development of affordable housing units on reservations. Funding: Planning Department budget</p>	Ongoing	<p>Effectiveness/Progress: The County has worked with DWP to release lands for residential development. The County is currently working with a variety of local, state, and federal agencies to identify appropriate government lands for release.</p>	<p>Appropriateness: Continue to work with DWP and various federal, state, and local agencies to identify appropriate government land for release. This program will continue.</p>
<p><i>Implements Policy 3.1</i></p> <p>The County shall provide expanded affordable housing opportunities by partnering with local organizations and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households. Funding: Planning Department budget</p>	Ongoing	<p>Effectiveness/Progress: The County did apply for CDBG funding in 2013, but was not awarded. The County will continue to facilitate the application for funding with local partners.</p>	<p>Appropriateness: The County will continue to pursue funding opportunities as appropriate.</p>
<p><i>Implements Policy 3.1</i></p> <p>The County will explore an Employer Assisted Housing Program by forming a working group with major employers in the area to discuss how the County can assist in the development of employer-assisted housing in Inyo County. Funding: Planning Department budget</p>	Ongoing	<p>Effectiveness/Progress: The County was not able to make progress on this program due to the depressed economy and subsequently Covid.</p>	<p>Appropriateness: The County will facilitate discussions with employers regarding housing assistance.</p>

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2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 3.1</i></p> <p>The County will continue to implement the final Housing Plan developed by the Housing Task Force adopted in 2005 in conjunction with the Housing Element programs. Funding: Planning Department budget (development fees)</p>	Ongoing	<p>Effectiveness/Progress: The County has continues to monitor the Home program and potential opportunities for additional housing funding as well as provide information to developers about the density bonus provisions in the code.</p>	<p>Appropriateness: The County will continue this program.</p>
<p><i>Implements Policy 3.1</i></p> <p>The County shall support local housing assistance providers to work to assist in locating roommates to share existing housing. This will be accomplished by contributing to funding and assisting in program outreach to expand program utilization. Funding: Planning Department budget</p>	Ongoing	<p>Effectiveness/Progress: The County does not provide funding for this activity but if a need for this service arises, the County would refer inquiries to local housing service providers.</p>	<p>Appropriateness: This program will be continued.</p>
<p><i>Implements Policy 3.2</i></p> <p>The County shall encourage higher density residential development in areas of population concentration by conducting outreach to developers and property owners to encourage higher density residential development. In addition, the County will explore funding options for appropriate housing as funds become available. Funding: Planning Department budget</p>	Ongoing	<p>Effectiveness/Progress: The County works with land owners and develops to encourage and aid in the development of high density residential construction.</p>	<p>Appropriateness: This program will be continued to facilitate the provision for affordable home opportunities.</p>
<p><i>Implements Policy 3.2</i></p> <p>The County shall encourage development of housing for low-income households through provision of density bonus incentives. The County shall provide the updated density bonus chapter of the code as requested to inform applicants of opportunities for density increases. Funding: Respond to NOFAs for MHP, HOME program</p>	Ongoing	<p>Effectiveness/Progress: The County does offer a density bonus to developers. The ordinance was updated in 2007. It includes guidelines for one, two, or three concessions for affordable housing: one concession for housing developments that include at least 5 percent of the total units for very low-income households, at least 10 percent for lower-income households, or at least 10 percent for moderate-income households in a common interest development; two concessions for housing developments that include at least 10 percent of the total units for very low-income households, at least 20 percent for lower-income households, or at least 20 percent for moderate-income households in a common</p>	<p>Appropriateness: This program is not appropriate to continue because the County is not a developer. However, it does support the efforts of developers planning to build homes affordable to low- or moderate-income households. The County will also update the Code to reflect current State Law.</p>

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2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
		interest development; three concessions for projects that include at least 15 percent for very low-income households, at least 30 percent of the total units for lower-income households, or at least 30 percent for persons or families of moderate income in a common interest development. The density bonus chapter of Title 18 of the County code is distributed upon request.	
<p><i>Implements Policy 3.4</i></p> <p>The County shall provide technical assistance to mobile home park residents who want to purchase their mobile home park. To accomplish this, the County will advertise the program to mobile home park residents, including conducting meetings with tenants. Funding: Available State, Federal, and local funds (HOME, MHP, CDBG, etc.)</p>	Ongoing	Effectiveness/Progress: The County provides information to mobile home park residents and provides referrals to HCD, USDA and other mobile home advocacy groups, as well as local real estate lenders.	Appropriateness: This program will continue.
<p><i>Implements Policy 3.4</i></p> <p>The County will continue to allow manufactured housing as a permitted use in all residential zones. Funding: Planning Department budget, HOME, MHP</p>	Ongoing	Effectiveness/Progress: County code allows for manufactured housing in all residential zones.	Appropriateness: This will continue as practice, but since it is not a program, it will be removed.
<p><i>Implements Policy 3.5</i></p> <p>The County will support the efforts of local housing service providers to assist low-income households with utility bills by providing assistance to a minimum of 150 households annually through the LIHEAP (Low-income Energy Assistance Program). Funding: Pursue FmHA funds</p>	Ongoing	Effectiveness/Progress: The County works with local non-profit recipients of LIHEAP funding to continue this program	Appropriateness: This program will be continued.
<p><i>Implements Policy 3.5</i></p> <p>The County shall encourage rental subsidies for lower-income families and elderly persons. The County shall encourage listing of rental units with local housing service providers. Coordinate with HCD to receive additional subsidies for rental assistance. Funding: Planning Department budget</p>	Ongoing	Effectiveness/Progress: One local housing service provider administers Housing Choice Vouchers (Section 8) for the County. The County routinely refers inquiries to local housing service providers.	Appropriateness: This program will be continued.

HOUSING ELEMENT

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 3.5</i></p> <p>The County shall provide for the continued affordability of the County's low and moderate-income housing stock. Although not anticipated, if any deed-restricted affordable units currently serving County residents are at risk of converting to market rates, the County will facilitate a preservation program with the owner and/or operator of the project at risk. The goal will be to identify additional funds to either continue the affordability of the at-risk project or to replace those units once they are no longer affordable to lower-income households. Funding: Planning Department budget</p>	Ongoing	<p>Effectiveness/Progress: The County works with housing developers to provide for and maintain housing, in the event that deed restricted units are at risk, the County will work to preserve the units and educate the public regarding the importance of low-income units.</p>	<p>Appropriateness: This program will continue</p>
<p><i>Implements Policy 4.1</i></p> <p>The County will continue to make efforts to coordinate with established self-help housing groups to solicit interest in developing projects in the county to facilitate self-help housing as a form of homeownership for lower-income households. Funding: Planning Department Budget, CDBG</p>	Ongoing	<p>Effectiveness/Progress: The County routinely works with potential housing developers to increase housing supply. This includes to self-help housing groups.</p>	<p>Appropriateness: The County will continue to provide homeownership information to county residents.</p>
<p><i>Implements Policy 4.2</i></p> <p>The County will annually consider applying for state and federal grant funds to provide homeownership opportunities that may include interest rate write-downs, down payment assistance, and mortgage revenue bond financing through state and federal programs. Funding: Planning Department budget</p>	Ongoing	<p>Effectiveness/Progress: The County did not directly apply for any funding to provide homeownership opportunities that include interest rate write-downs, down payment assistance, and mortgage revenue bond financing through state and federal programs.</p>	<p>Appropriateness: This program will be continued.</p>
<p><i>Implements Policy 4.2</i></p> <p>The County shall coordinate with local lenders to provide program information to the public about homebuyer assistance programs such as CalHFA, RCRC, and USDA.</p>	Ongoing	<p>Effectiveness/Progress: The County works with local lenders, real estate professional and housing providers to provide information to the public on loan opportunities available.</p>	<p>Appropriateness: Lenders do not work with these programs – Removed.</p>
<p><i>Implements Policy 5.1</i></p> <p>The County shall continue to allow second units, condominium</p>	Ongoing	<p>Effectiveness/Progress: Zoning code allows for all of these affordable options to be available to County</p>	<p>Appropriateness: This practice will continue, but since it is not a program it</p>

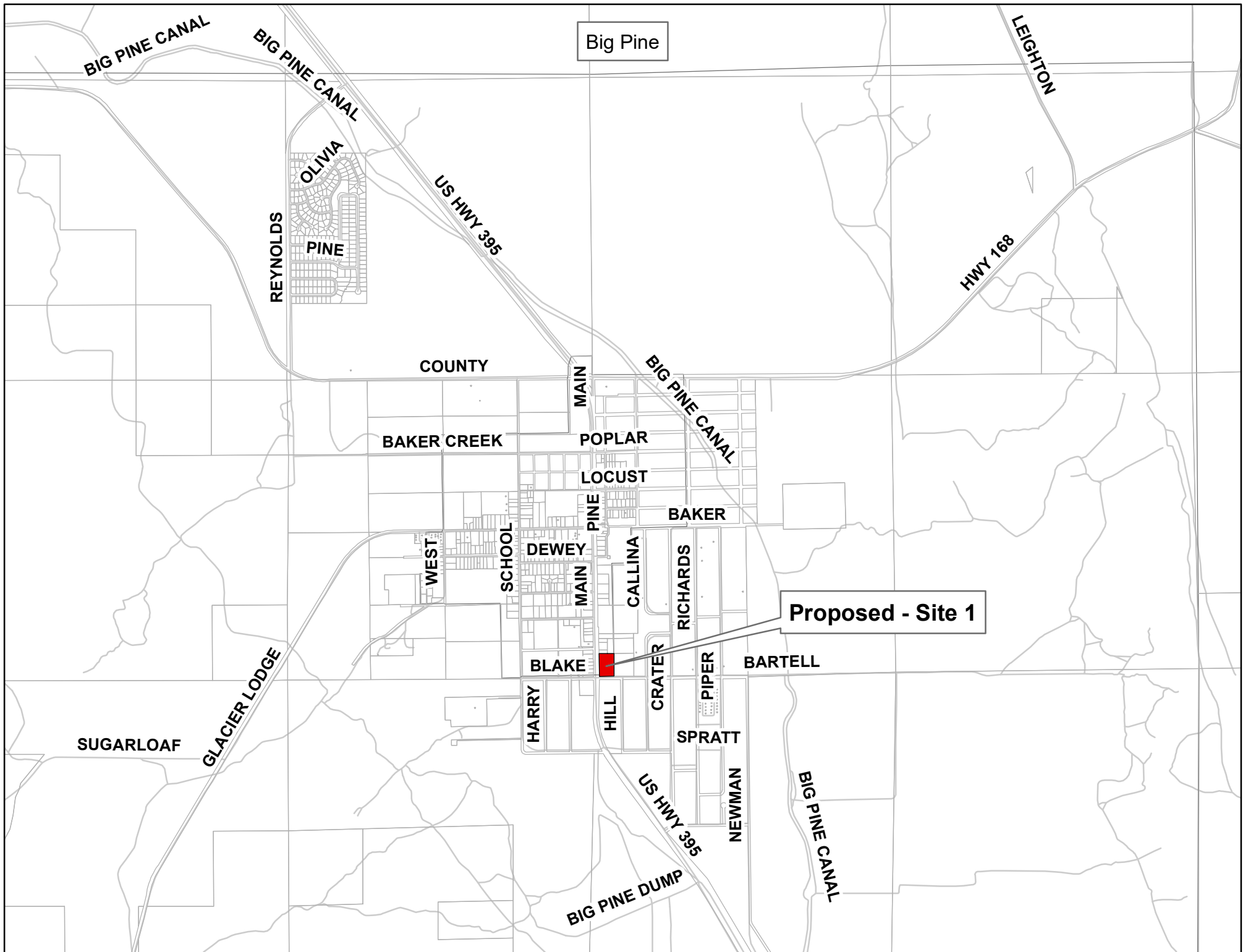
HOUSING ELEMENT

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
conversions, density bonuses, and residential units in commercial zones as specified in the County's Zoning and Subdivision Ordinances.		residents.	is being removed.
<p><i>Implements Policy 5.1</i></p> <p>The County shall continue to expedite project review and facilitate timely building permit and development plan processing for residential developments, including those with an affordable housing component.</p>	Ongoing	<p>Effectiveness/Progress: The County routinely works with homeowners to expedite their permits and provides flexibility in submittal requirements for owners developing their own homes. Typical processing times are relatively short. County staff attempt to do all plan processing as efficiently as possible. A planner is assigned to a project when it is first submitted as follows it through permitting to minimize some inefficiency.</p>	<p>Appropriateness: This program will continue.</p>
COMPLETED PROGRAMS			
<p>Chapter 633 of the Statutes of 2007, also known as SB 2, requires jurisdictions to allow for permanent emergency shelters as a permitted use in at least one zone. This zone may be residential, commercial, or industrial but must be appropriate for this type of use and not be completely built out. In accordance with SB 2, the County will evaluate the most appropriate zone to permit shelters and amend the County code accordingly within one year of the adoption of this Housing Element.</p>	Completed		
<p>According to Chapter 633 of the Statutes of 2007, also known as SB 2, the County must explicitly allow both supportive and transitional housing types in all residential zones. The County shall update its Zoning Ordinance to include separate definitions of transitional and supportive housing as defined in Health and Safety Code Sections 50675.2 and 50675.14. Both transitional and supportive housing types will be allowed as a permitted use subject only to the same restrictions on residential uses contained in the same type of structure.</p>	Completed		
To ensure zoning flexibility that allows	Completed		

HOUSING ELEMENT

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
for the development of single-room occupancy (SRO) units, the County will update its Zoning Ordinance to explicitly allow for SROs in developed areas near services and transit.			
Chapter 1062 of the Statutes of 2002, also known as AB 1866, requires jurisdictions to allow second units ministerially in all residential zones. The County will amend the County code to reflect this requirement while maintaining its current standards for second units that require a floor area of up to 30 percent of the principal dwelling unit up to a maximum of 1,200 square feet.	Completed		
Currently residential care facilities are permitted with a conditional use permit in the RR and R-3 zones. Pursuant to Chapter 671 of the Statutes of 2001, also known as SB 520, the County will amend the County code to allow flexibility for the location of residential care facilities by permitting facilities for 6 or fewer persons by right in all residential zones.	Completed		
The County shall incorporate reasonable accommodation provisions into its Zoning Code to provide a means for persons with disabilities to request exceptions to zoning and building regulations that may be act as a barrier to their housing choice.	Completed		

Appendix C – Proposed RHNA Sites Maps



Big Pine

BIG PINE CANAL

BIG PINE CANAL

LEIGHTON

REYNOLDS

OLIVIA
PINE

US HWY 395

HWY 168

COUNTY

MAIN

BIG PINE CANAL

BAKER CREEK

POPLAR

LOCUST

BAKER

DEWEY

CALLINA

RICHARDS

Proposed - Site 1

WEST

SCHOOL

BLAKE

HILL

CRATER

PIPER

BARTELL

SUGARLOAF

GLACIER LODGE

HARRY

SPRATT

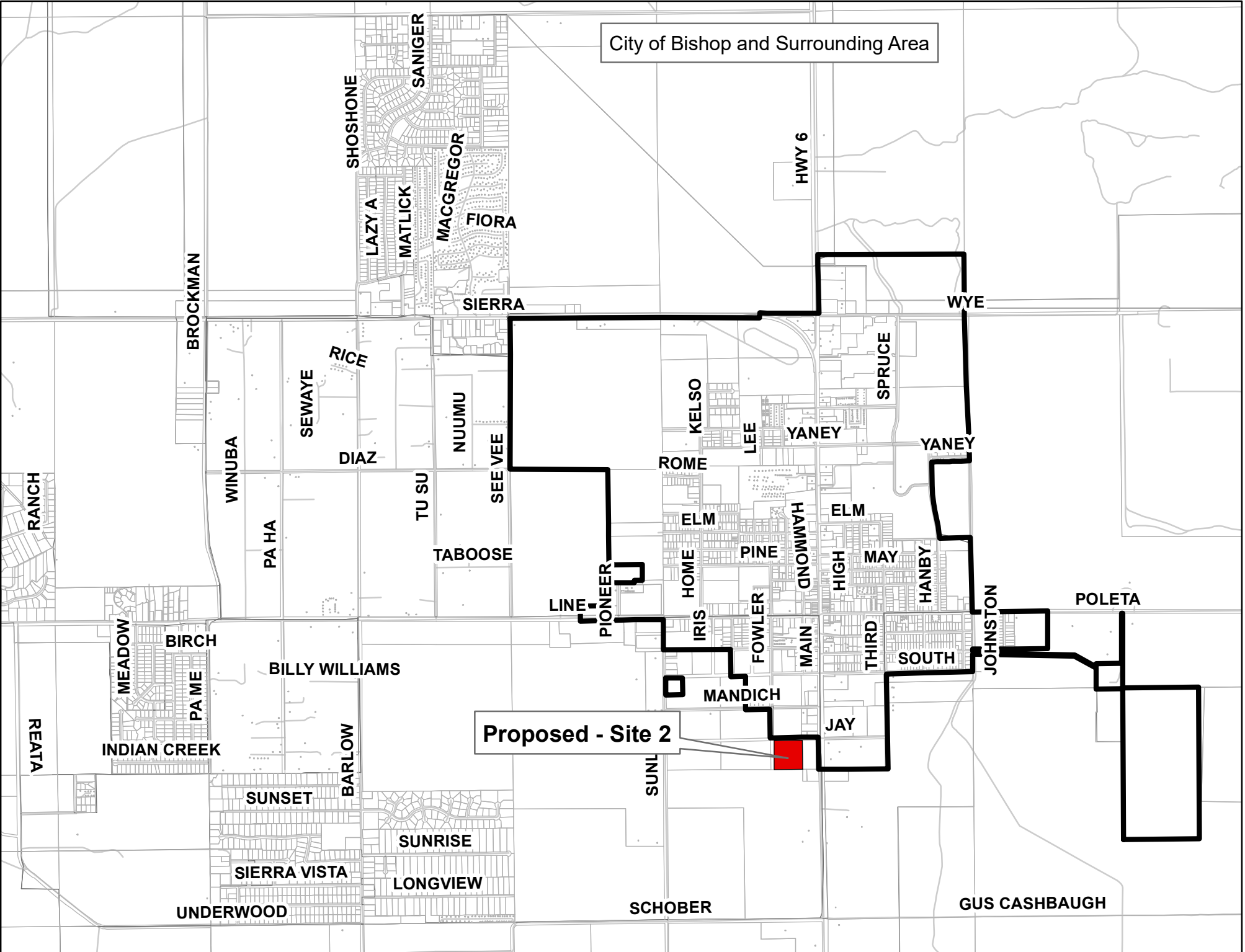
NEWMAN

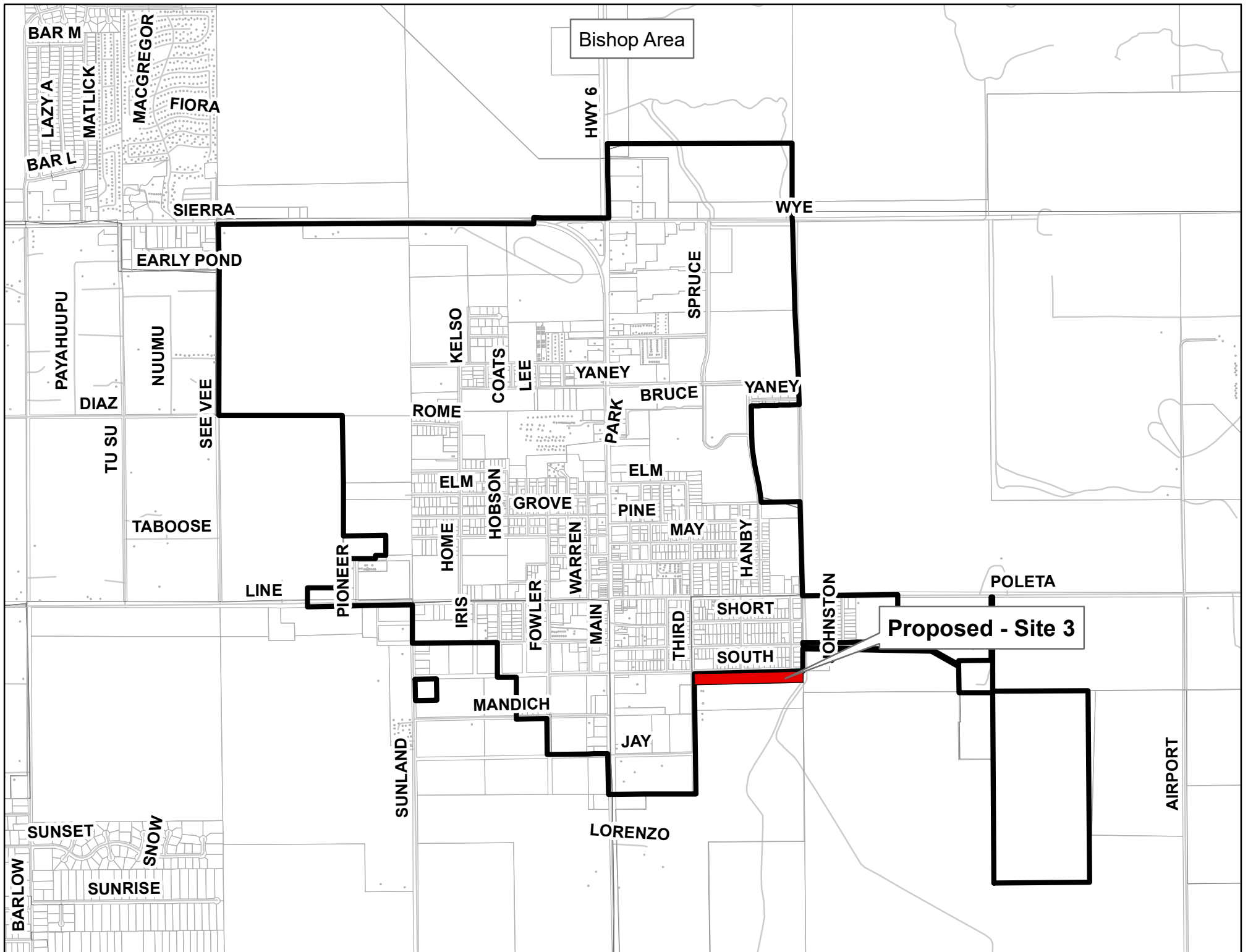
US HWY 395

BIG PINE DUMP

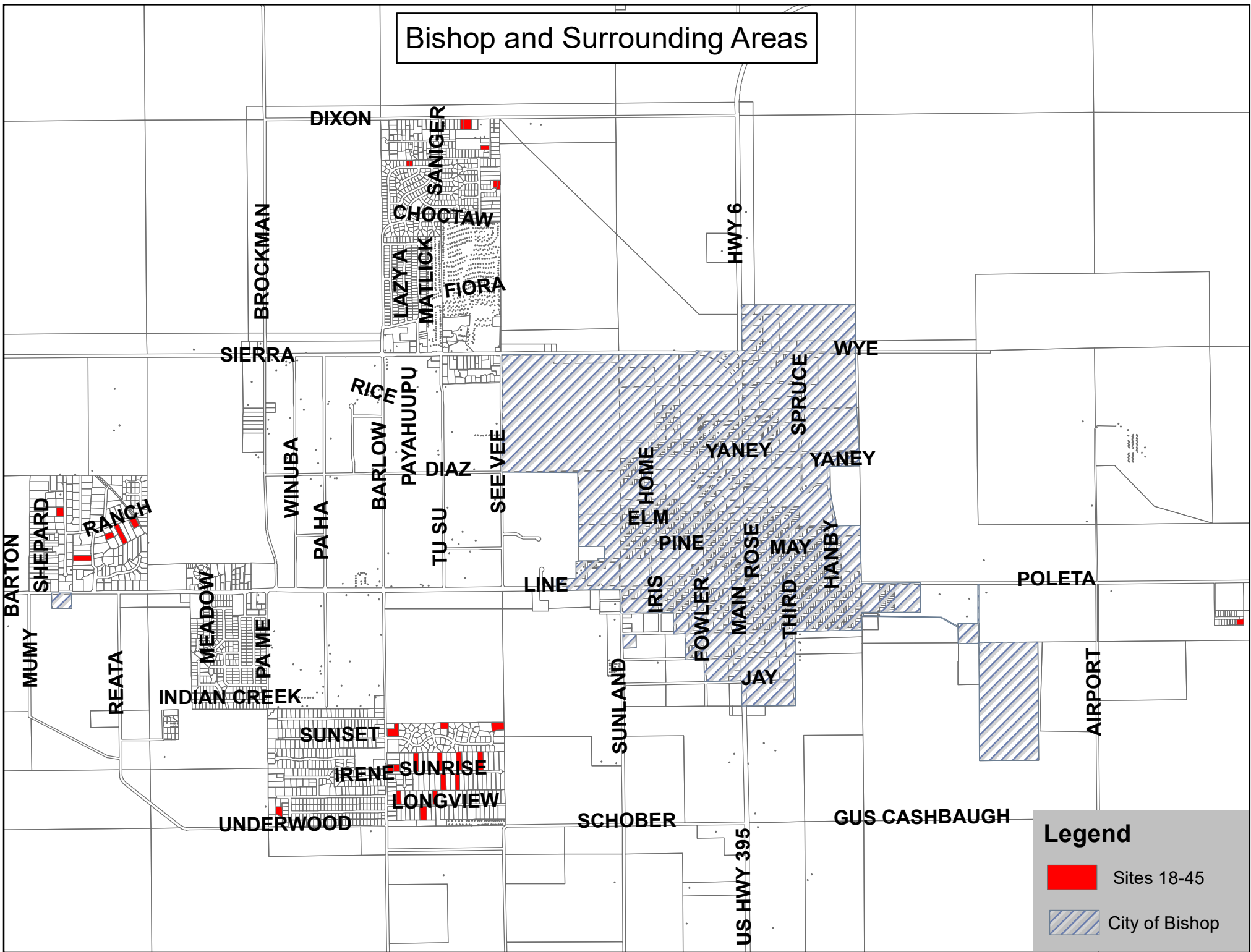
BIG PINE CANAL

City of Bishop and Surrounding Area



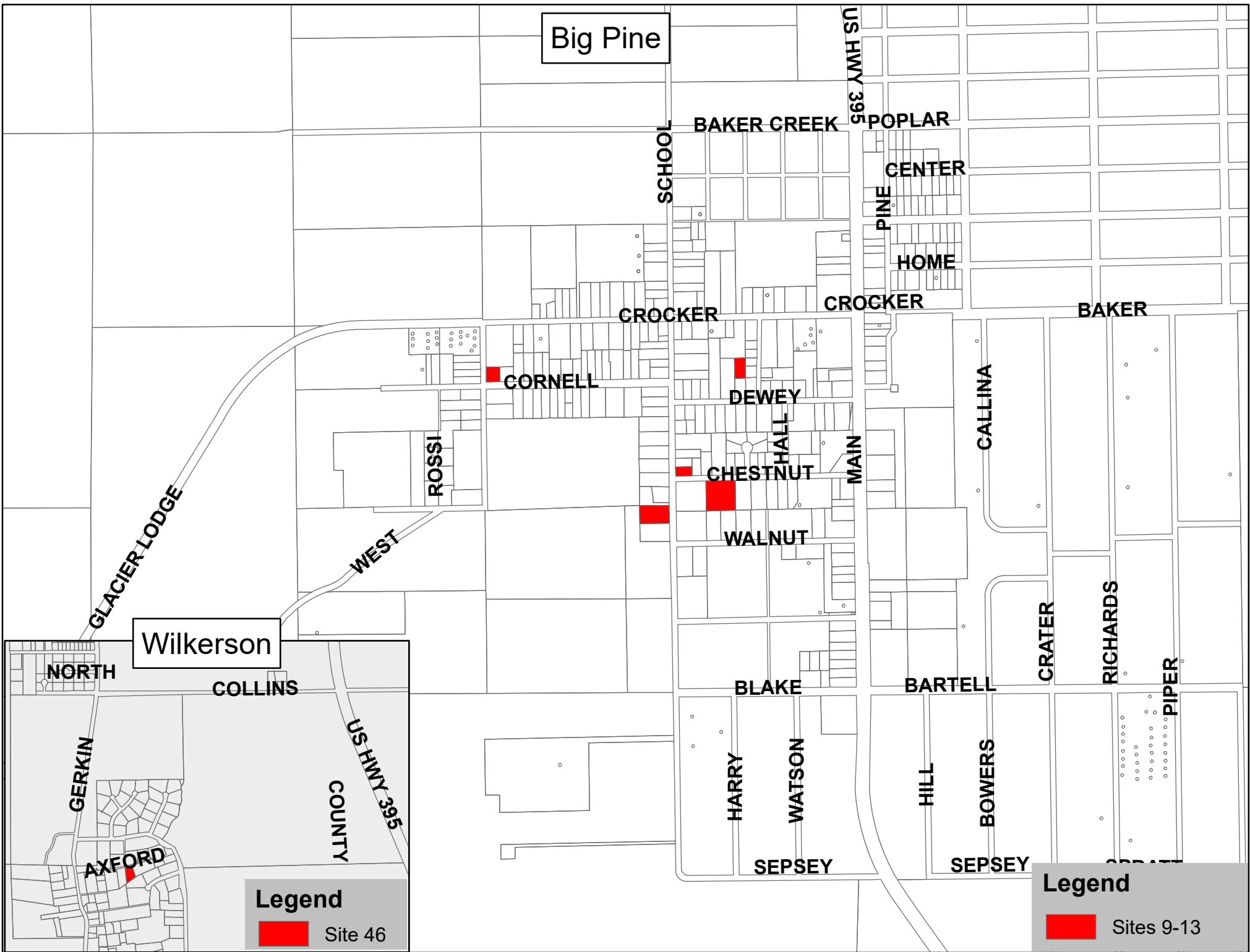


Bishop and Surrounding Areas



Legend

- Sites 18-45
- ▨ City of Bishop



Big Pine

Wilkerson

Legend



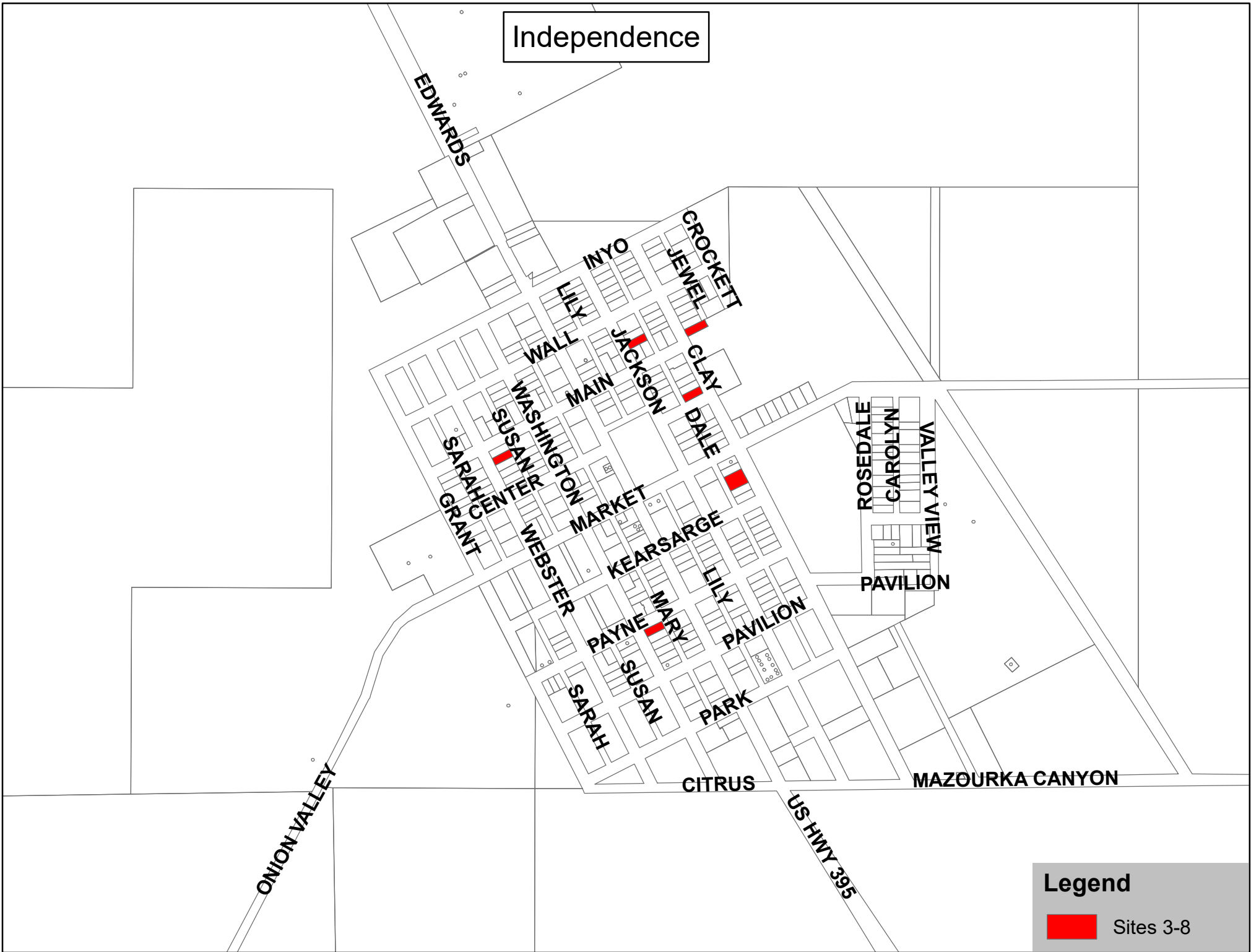
Site 46

Legend




Sites 9-13

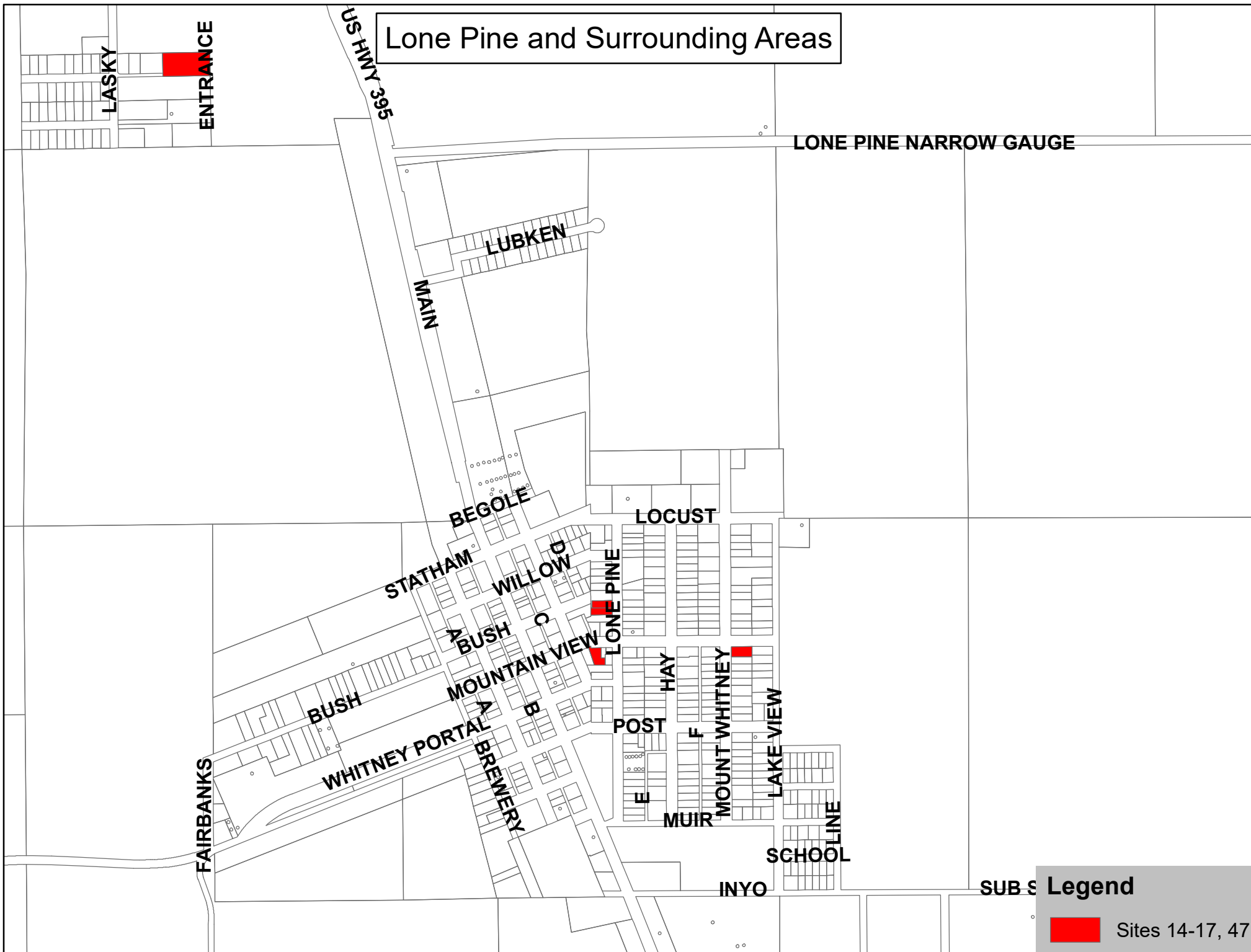
Independence




Legend

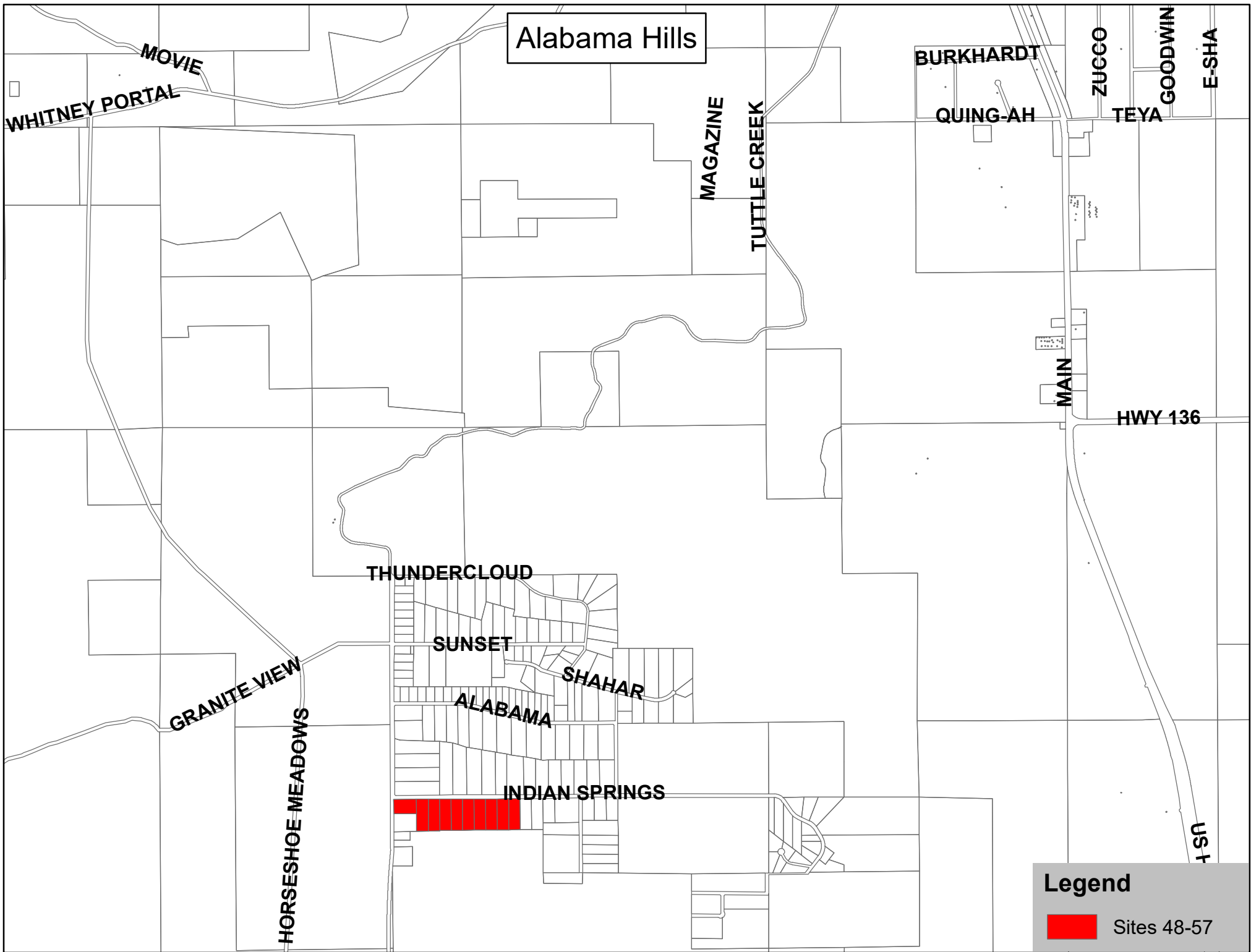
 Sites 3-8

Lone Pine and Surrounding Areas




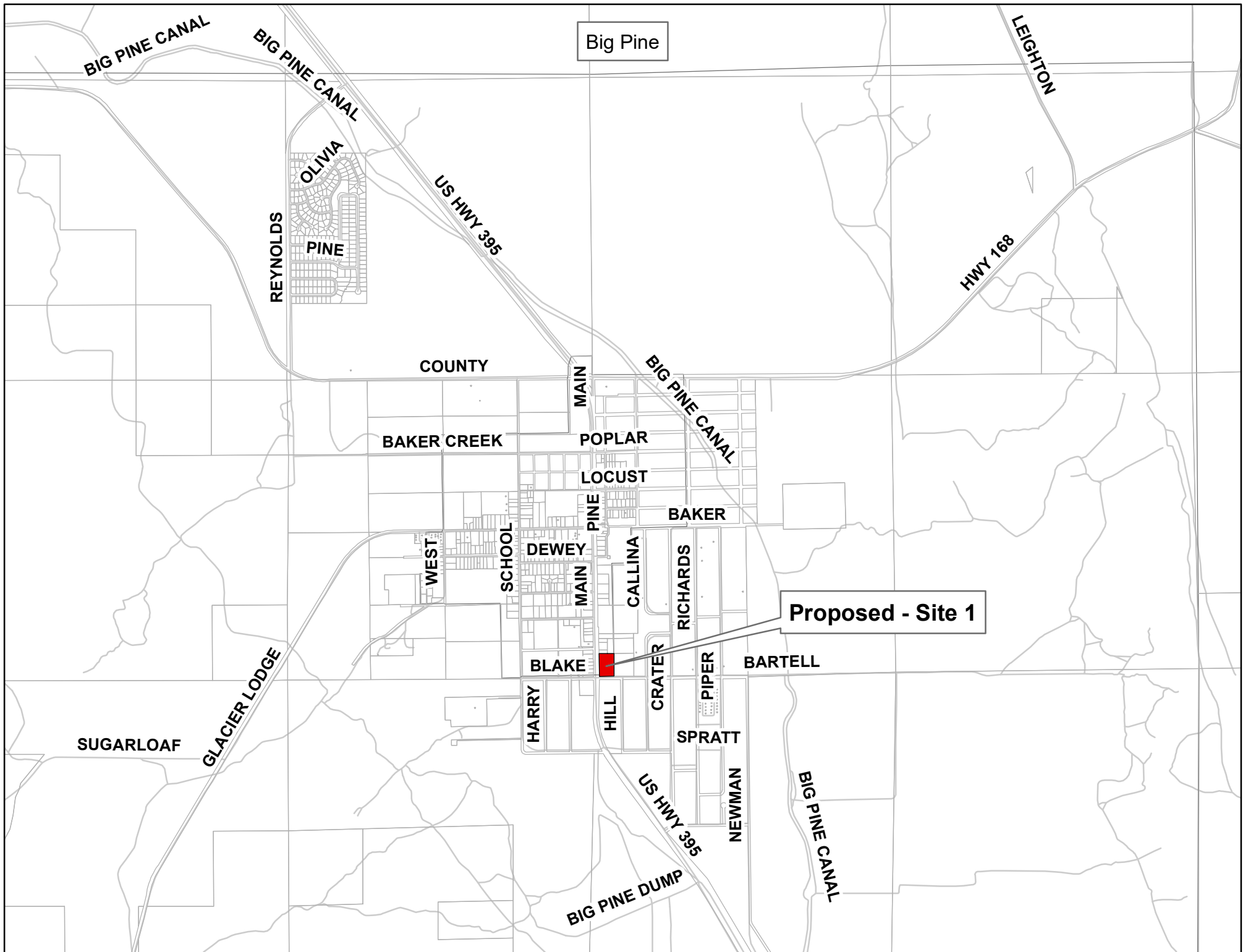
Legend

 Sites 14-17, 47



Legend

 Sites 48-57



Big Pine

BIG PINE CANAL

BIG PINE CANAL

LEIGHTON

REYNOLDS

OLIVIA
PINE

US HWY 395

HWY 168

COUNTY

MAIN

BIG PINE CANAL

BAKER CREEK

POPLAR

LOCUST

BAKER

DEWEY

WEST

SCHOOL

MAIN

CALLINA

RICHARDS

Proposed - Site 1

BLAKE

HILL

CRATER

PIPER

BARTELL

SUGARLOAF

GLACIER LODGE

HARRY

SPRATT

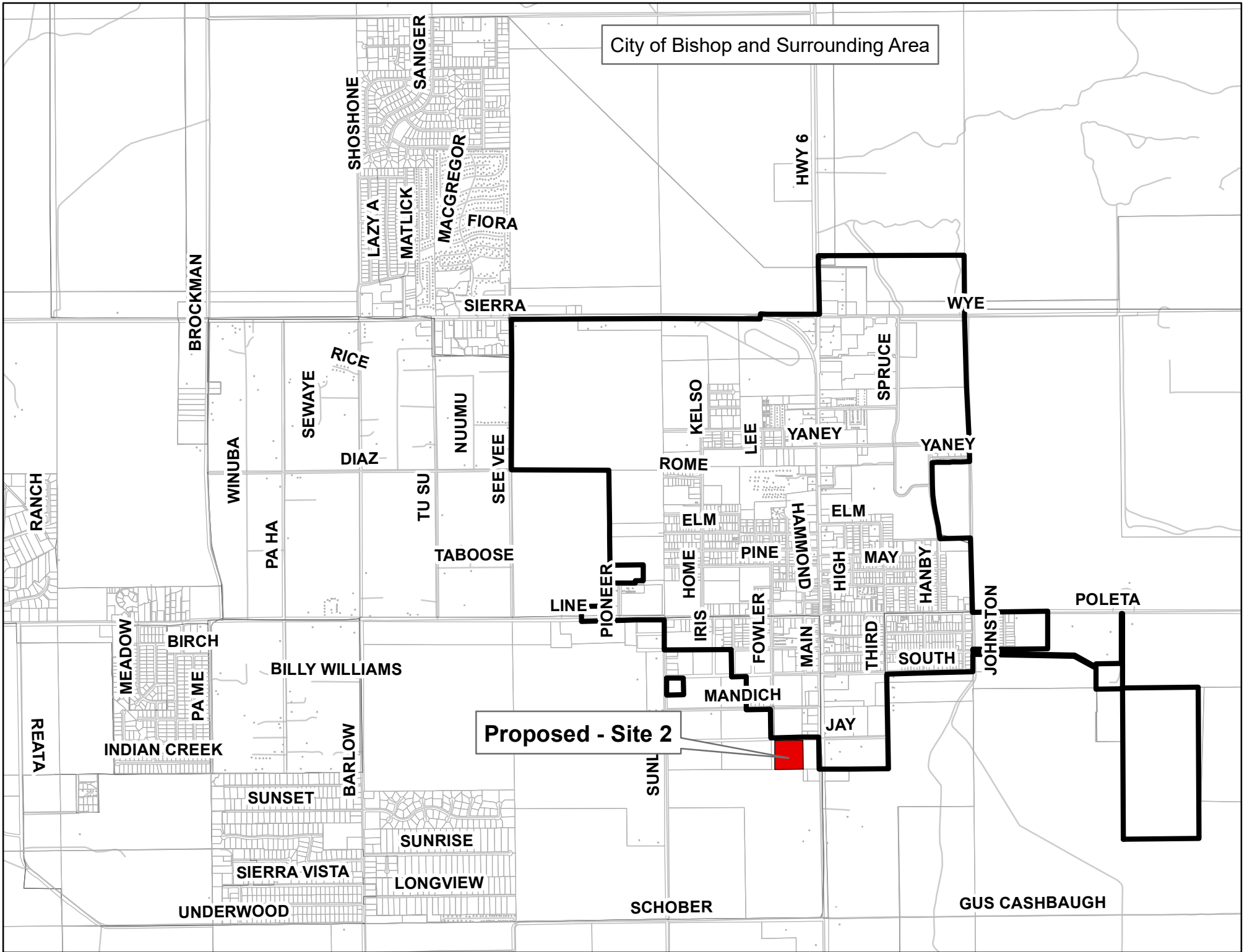
NEWMAN

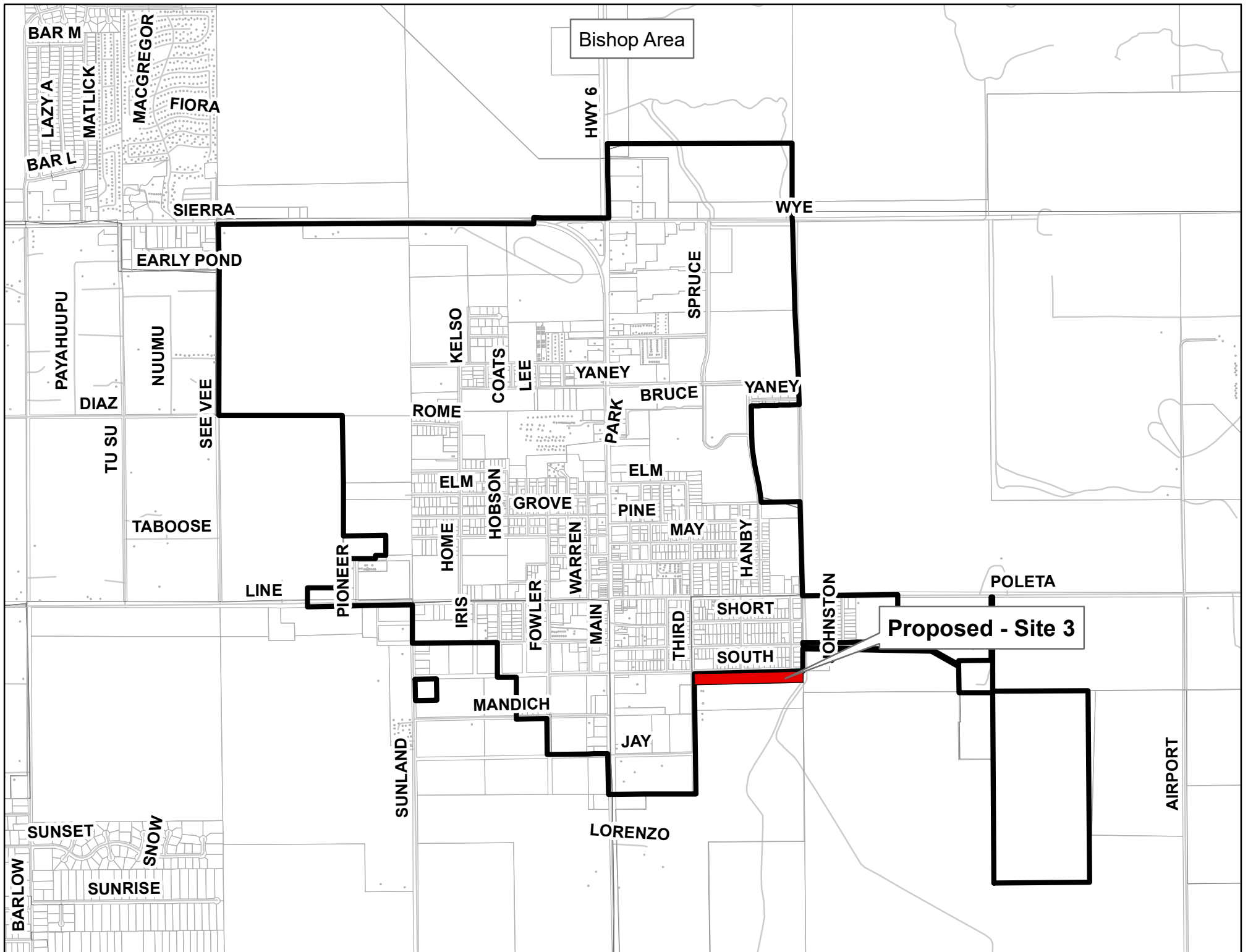
US HWY 395

BIG PINE DUMP

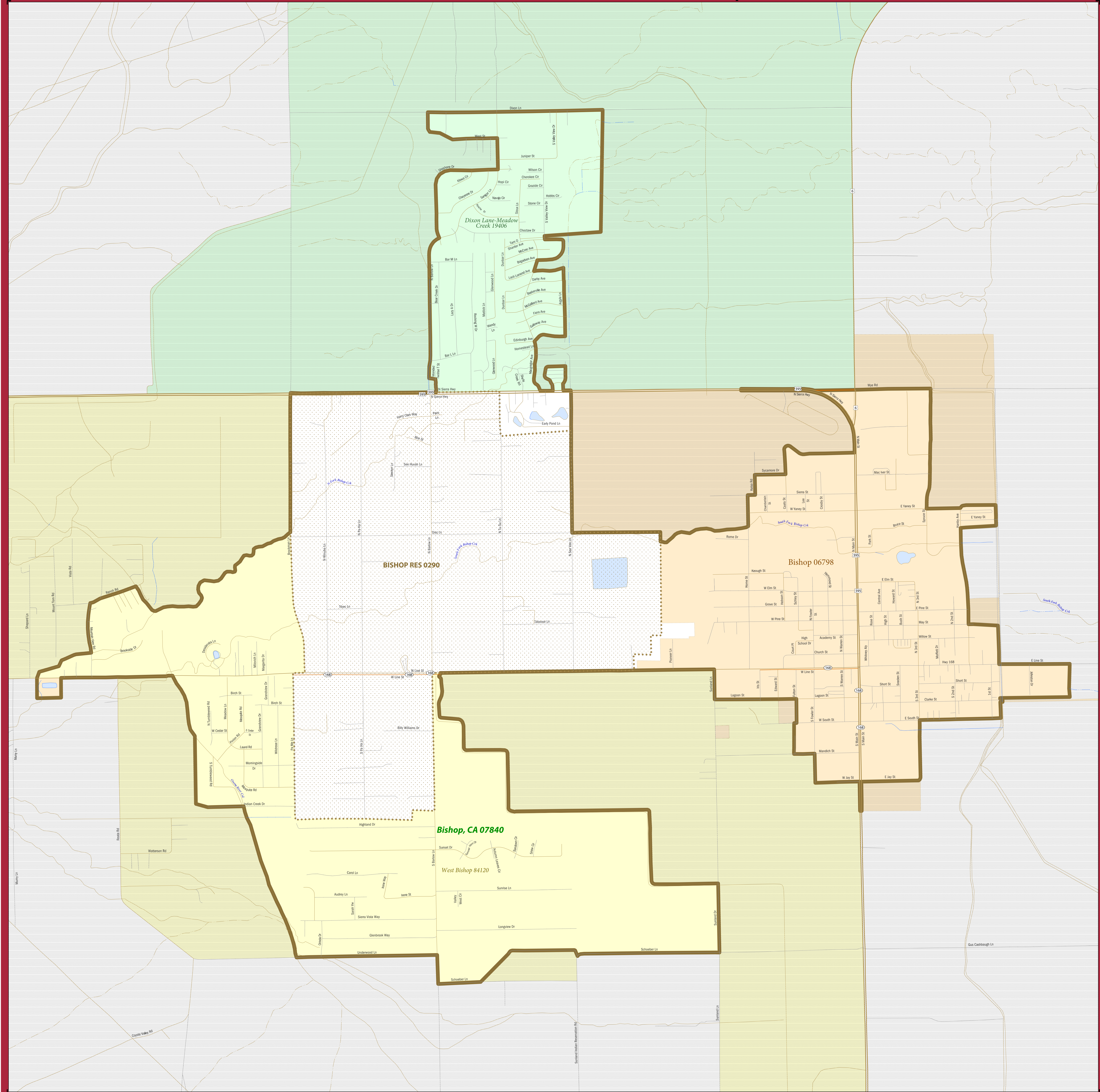
BIG PINE CANAL

City of Bishop and Surrounding Area





2010 CENSUS - URBAN CLUSTER REFERENCE MAP: Bishop, CA



LEGEND

SYMBOL DESCRIPTION	SYMBOL	LABEL STYLE
International	--- ---	CANADA
Federal American Indian Reservation	L'ANSE RES 1880
Off-Reservation Trust Land	T1880
Urbanized Area	=====	Dover, DE 24580
Urban Cluster	=====	Toole, VT 88057
State (or statistically equivalent entity)	--- ---	NEW YORK 36
County (or statistically equivalent entity)	-----	ERIE 029
Minor Civil Division (MCD) ^{1,2}	-----	Bristol town 07485
Consolidated City	MILFORD 47500
Incorporated Place ^{1,3}	Davis 18100
Census Designated Place (CDP) ²	Incline Village 35100

DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL
Interstate	== ==	Water Body	Blue Area
U.S. Highway	== ==	Military	Blue Area with Star
State Highway	== ==	Outside Subject Area	Grey Area
Other Road	== ==		
Railroad	== ==		
Perennial Stream	== ==		
Intermittent Stream	== ==		

Where international, state, county, and/or MCD boundaries coincide, the map shows the boundary symbol for only the highest-ranking of these boundaries.

1 A "*" following an MCD name denotes a false MCD. A "*" following a place name indicates that a false MCD exists with the same name and FIPS code as the place; the false MCD label is not shown.

2 MCD boundaries are shown in the following states in which some or all MCDs function as general-purpose governmental units: Connecticut, Illinois, Indiana, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Dakota, Ohio, Pennsylvania, Rhode Island, South Dakota, Vermont, and Wisconsin. (Note that Illinois and Nebraska have some counties covered by nongovernmental precincts and Missouri has most counties covered by nongovernmental townships.)

3 Place label color corresponds to the place fill color.
Label colors: Davis Davis Davis Davis Davis

SUBJECT AREA COUNTIES ON MAP SHEET
06027 Inyo

All legal boundaries and names are as of January 1, 2010. Urban areas are based on results from the 2010 Decennial Census. The boundaries shown on this map are for Census Bureau statistical data collection and tabulation purposes only; their depiction and designation for statistical purposes does not constitute a determination of jurisdictional authority or rights of ownership or entitlement.

Geographic Vintage: 2010 Census (reference date: January 1, 2010)
Data Source: U.S. Census Bureau's MAI/TIGER database (TAB10)
Map Created by: Geography Division: March 11, 2012

U.S. DEPARTMENT OF COMMERCE Economics and Statistics Administration U.S. Census Bureau

Projection: Albers Equal Area Conic
Datum: NAD 83
Spheroid: GRS 80
1st Standard Parallel: 34 06 27
2nd Standard Parallel: 40 25 20
Central Meridian: -119 18 20
Latitude of Projection's Origin: 32 31 43
False Easting: 0
False Northing: 0

Scale: 1:100,000
1 Kilometers
4000 Feet

United States Census Bureau

PARENT SHEET 1
Total Sheets: 1
Index Sheets: 0
Parent Sheets: 1

UC NAME: Bishop, CA
UC CODE: 07840
ENTITY TYPE: Urban Cluster (UC)
ST: California (06)

2010 CENSUS UC REF MAP (PARENT)
23300704001



County of Inyo



Public Works

TIMED ITEMS - NO ACTION REQUIRED

MEETING: June 14, 2022

FROM: Ashley Helms

SUBJECT: Air Service: Winter statistics and summer projections

RECOMMENDED ACTION:

Request Board conduct joint workshop with Mammoth Lakes Tourism regarding commercial air service at the Bishop Airport.

SUMMARY/JUSTIFICATION:

Mammoth Lakes Tourism Director John Urdi will present a recap of the Winter 21/22 air service, including passenger and cancellation statistics, and visitor information obtained from the destination surveys performed throughout the season. There will also be discussion of the Summer 2022 air service, which started on June 4, and plans for future markets.

Inyo County Deputy Public Works Director - Airports Ashley Helms will provide information about upcoming Airport Improvement Program projects, the development of new flight procedures, and concepts for a future commercial service terminal.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Mammoth Lakes Tourism

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Ashley Helms

Created/Initiated - 6/2/2022

Darcy Ellis
Ashley Helms

Approved - 6/3/2022
Final Approval - 6/10/2022