



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA

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

**NOTICES TO THE PUBLIC:** (1) This meeting is accessible to the public both in person and 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](mailto: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.

(2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (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).

### REGULAR MEETING January 3, 2023

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

#### Start Time

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

#### CLOSED SESSION

- 2) **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 – Name of case: *Inyo County v. Los Angeles Department of Water and Power, Kern County Superior Court Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC.***
- 3) **Conference with Legal Counsel - Anticipated Litigation - Initiation of litigation pursuant to § 54956.9(d)(4): 2 cases.**

- 4) **Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8 –**
  - A) Property: 605 S. Main St., Lone Pine, CA 93545. Agency Negotiator: Nate Greenberg, Meaghan McCamman, John-Carl Vallejo. Negotiating Parties: Inyo County and Raelene Arrington. Under Negotiation: price and terms of payment.
  - B) Bishop, Independence, and Lone Pine Landfills. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment.

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

- 10 A.M.**
- 5) **Pledge of Allegiance**
  - 6) **Election of Officers** - The Board will elect a Chairperson and Vice Chairperson for calendar year 2023.
  - 7) **Proclamation** - Request Board approve a proclamation declaring January 2023 as the 5th Annual Positive Parenting Awareness Month in Inyo County.
  - 8) **Report on Closed Session as Required by Law**
  - 9) **Public Comment**  
Comments may be time-limited
  - 10) **County Department Reports**

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

- 11) **Reappointments to the Big Pine Cemetery District Board of Trustees**  
Clerk of the Board | Clerk of the Board  
  
**Recommended Action:** Request Board: A) reappoint Ms. Rosemarie Todd and Mr. Robert Vance to unexpired four-year terms on the Big Pine Cemetery District Board of Trustees; and B) change the ending date of all terms to May 31 so that they are aligned (years of expiration will continue to be staggered).
- 12) **Appointment to Mt. Whitney Cemetery District**  
Clerk of the Board | Clerk of the Board  
  
**Recommended Action:** Request Board appoint Mr. Bill Fletcher to one unexpired four-year term on the Mt. Whitney Cemetery Board of Trustees ending May 31, 2024.

- 13) **Appointment to the Bishop Rural Fire Protection District Board of Commissioners**  
Clerk of the Board | Clerk of the Board
- Recommended Action:** Request Board appoint Mr. Don Kunze to an unexpired four-year term on the Bishop Rural Fire Protection District Board of Commissioners ending July 1, 2026.
- 14) **Appointment of an Alternate to the Inyo County Fish & Wildlife Commission**  
Clerk of the Board | Clerk of the Board
- Recommended Action:** Request Board appoint Mr. Nick Lara to the Inyo County Fish & Wildlife Commission, to serve an unexpired term for an alternate ending October 6, 2025.
- 15) **Contract with Kosmont Companies for Surplus Land Act and Real Estate Advisory Services**  
County Administrator | Meaghan McCamman
- Recommended Action:** Request Board approve the contract between the County of Inyo and Kosmont Companies of El Segundo, CA for the provision of Surplus Land Act and Real Estate Advisory Services in an amount not to exceed \$15,000 for the period of January 3, 2023 - June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
- 16) **Amendment No. 3 to the contract between the County of Inyo and AccompanyCo of Palisade, CO**  
County Administrator | Miquela Beall
- Recommended Action:** Request Board: A) approve Amendment No. 3 to the contract between the County of Inyo and AccompanyCo. of Palisade, CO, extending the term end date from December 31, 2022 to June 30, 2023; and B) and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
- 17) **Electric Vehicle Charging System Streamlined Permitting Process**  
County Administrator | Tyson Sparrow
- Recommended Action:** Request Board adopt Ordinance 1292, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California Adding Chapter 14.30 to the Inyo County Code and Setting Forth Procedures for Expediting Permitting Processing for Electric Vehicle Charging Systems."
- 18) **Termination of Local Emergency Declaration - Here It Comes Flooding**  
County Administrator - Emergency Services | Mikaela Torres
- Recommended Action:** Request Board approve staff's recommendation to terminate the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack

in 2017 posing extreme peril to the safety of property and persons in Inyo County.

19) **Termination of Local Emergency Declaration - Tropical Storm Kay**

County Administrator - Emergency Services | Mikaela Torres

**Recommended Action:** Request Board approve staff's recommendation to terminate the local emergency proclaimed in response to flash flooding due to Tropical Storm Kay in South County in September 2022.

20) **Termination of Local Emergency Declaration - August 2022 Floods**

County Administrator - Emergency Services | Mikaela Torres

**Recommended Action:** Request Board approve staff's recommendation to terminate the local emergency proclaimed in response to flash flooding in Death Valley National Park in August 2022.

21) **Agreement with State of California Business, Consumer Services and Housing Agency for HHAP 3 Funding**

Health & Human Services | Marilyn Mann, Anna Scott, Melissa Best-Baker

**Recommended Action:** Request Board approve the agreement between the County of Inyo and the Business, Consumer Services and Housing Agency (BCSH) of the State of California Department of General Services for the provision of Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP 3) in an amount not to exceed \$619,231.17 for the period commencing upon BCSH approval of agreement through December 31, 2026, and authorize the HHS Director to sign the standard agreement (STD 213), initial designated pages of Exhibits A-F, and sign and submit the HHAP 3 Remainder Disbursement Request for Funds Form.

22) **Innovative Partnerships MOU**

Health & Human Services - Health/Prevention | Marilyn Mann

**Recommended Action:** Request Board ratify and approve the agreement between the County of Inyo and the Child Abuse Prevention Council of Sacramento of North Highlands, CA for the provision of Innovative Partnerships Sierra Sacramento Child Abuse Prevention Council Region Project for the period of June 1, 2021 through June 30, 2023 and authorize the Health & Human Services Director to sign, contingent upon all appropriate signatures being obtained.

23) **Amendment No. 2 between the County of Inyo and TeleConnect Therapies**

Health & Human Services - Behavioral Health | Marilyn Mann

**Recommended Action:** Request Board approve Amendment No. 2 to the contract between the County of Inyo and TeleConnect Therapies of Avalon, California, increasing the contract to an amount not to exceed \$199,040, representing an increase of \$70,000 to the contract, and extending the term end date from 12/31/2022 to 6/30/2023, and authorize the Chairperson to sign,

contingent upon all appropriate signatures being obtained.

24) **Road Closure for T&T Truck and Crane Service Encroachment Permit E22-54**

Public Works | Michael Errante

**Recommended Action:** Request Board approve the closure of Highland Drive in Bishop, between the hours of 8:30a.m and 4:00p.m on Wednesday, January 11, 2023 for the purpose of Southern California Edison's use of a crane to replace utility poles.

25) **Request to Purchase John Deere Loader**

Public Works - Road Department | Michael Errante

**Recommended Action:** Request Board authorize the purchase of one (1) 2023 John Deere, 544P Wheel Loader from Coastline Equipment Company of Las Vegas, NV for an amount not to exceed \$245,038.30.

26) **Review and Approval of 2023 Statement of Investment Policy**

Treasurer-Tax Collector | Alisha McMurtrie

**Recommended Action:** Request Board review and approve the 2023 Statement of Investment Policy and direct any questions to the County Treasurer.

27) **Annual Delegation of Investment Authority to the Inyo County Treasurer**

Treasurer-Tax Collector | Alisha McMurtrie

**Recommended Action:** Request Board approve Resolution No. 2023-01, titled, "A Resolution of the Board of Supervisors of the County of Inyo delegating to the Inyo County Treasurer its investment authority pursuant to Section 53607 of the Government Code," and authorize the Chairperson to sign.

28) **LORP Annual Accounting Report**

Water Department | Aaron Steinwand

**Recommended Action:** Request Board approve the 2021-2022 Lower Owens River Project (LORP) Annual Accounting Report.

**REGULAR AGENDA - MORNING**

29) **Approval of Contract for Assistant Assessor**

Assessor | David Stottlemyre

**Recommended Action:** Request Board approve the contract between the County of Inyo and Allison Krohn for the provision of professional services as the Assistant Assessor at Range 88, Step A, \$8,016 per month, effective January 5, 2023.

30) **Inyo County Project Portfolio Introduction**

County Administrator | Nate Greenberg

**Recommended Action:** Receive a presentation covering countywide projects and work efforts, and provide direction to staff as appropriate.

**LUNCH**

- 11:45 A.M.** 31) The Board will recess for the swearing-in ceremony at the Historic Courthouse, with an anticipated return of no earlier than 1 p.m.

**REGULAR AGENDA - AFTERNOON**

32) **Board of Supervisors Meeting Minutes**

Clerk of the Board | Darcy Ellis

**Recommended Action:** Request Board approve the minutes of the December 20, 2022 Board of Supervisors meeting.

**ADDITIONAL PUBLIC COMMENT & REPORTS**

33) **Public Comment**

Comments may be time-limited

34) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3307

### Proclamation - Request Board approve a proclamation declaring January 2023 as the 5th Annual Positive Parenting Awareness Month in Inyo County.

#### Health & Human Services - First 5

ACTION REQUIRED

#### ITEM SUBMITTED BY

Genoa Meneses, COVID-19 Grants & Program Manager

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director, Katelyne Lent

#### RECOMMENDED ACTION:

Request Board approve a proclamation declaring January 2023 as the 5th Annual Positive Parenting Awareness Month in Inyo County.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Positive Parenting Awareness Month Proclamation recognizes the power of positive parenting, noting that raising children to become healthy, confident, and capable individuals is the most important job parents and caregivers have; that families in Inyo County come in many forms with children raised by parents, grandparents, foster parents, family members and other caregivers; and the quality of parenting or caregiving is a powerful predictor of future social, emotional, and physical health.

Positive Parenting Awareness Month was first recognized in Inyo County in 2019, joining counties across California in celebrating and supporting parents and families. Locally, Inyo County Health & Human Services First 5 facilitates the Inyo County Triple P Network, providing peer support, training, and coordination of the Triple P Positive Parenting Program across Inyo County. Agencies participating in the Triple P Network are HHS programs such as FIRST (Wraparound), Re-entry, and our Tecopa team; Kern Regional Center; Wild Iris and CASA of the Eastern Sierra; and North Star Counseling Center.

Family support programs that offer a variety of positive parenting support to families throughout the year and also join First 5 Inyo County in January for the Positive Parenting Awareness Month include: Owens Valley Career Development Center programs, Tuniwa Nobi and Language; Inyo County Office of Education Child Development; Inyo County Libraries; Exceptional Family Start Resource Center; Eastern Sierra Child Support Services; and Altrusa of the Eastern Sierra.

Inyo County Health & Human Services is respectfully requesting approval of the attached proclamation declaring January 2023 as Positive Parenting Awareness Month in Inyo County.

#### FISCAL IMPACT:

None.

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

Your Board could choose not to adopt this resolution, resulting in January 2023 not being declared the 5th Annual Positive Parenting Awareness Month countywide.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

HHS programs including FIRST Wraparound, Re-entry, and Tecopa; Kern Regional Center; Wild Iris and CASA of the Eastern Sierra; North Star Counseling Center; Owens Valley Career Development Center programs including Tuniwa Nobi and Language; Inyo County Office of Education Child Development; Inyo County Libraries; Exceptional Family Start Resource Center; Eastern Sierra Child Support Services; and Altrusa of the Eastern Sierra.

**ATTACHMENTS:**

1. Positive Parenting Awareness Month 2023 Proclamation

**APPROVALS:**

Genoa Meneses	Created/Initiated - 12/5/2022
Darcy Ellis	Approved - 12/6/2022
Marilyn Mann	Final Approval - 12/27/2022



# PROCLAMATION

## PROCLAIMING JANUARY 2023 AS POSITIVE PARENTING AWARENESS MONTH

**WHEREAS**, raising children and youth to become healthy, confident, capable individuals is the most important job parents and caregivers have;

**WHEREAS**, all people have inner strengths or resources, yet many parents, caregivers, children, and youth – of every age, race, ethnicity, culture, and social identity – feel stressed, isolated, and overwhelmed at times; and

**WHEREAS**, the COVID-19 pandemic, climate crises, and racial injustices have exacerbated economic insecurity, mental health challenges, domestic violence, discrimination, and other trauma experienced by families – particularly Indigenous, Latinx, Black, Asian, and other families of color that already experience inequities rooted in structural racism; and

**WHEREAS**, the quality of parenting or caregiving is a powerful predictor of future social, emotional, and physical health; and in Inyo County, families come in many forms with children raised by parents, grandparents, foster parents, family members and other caregivers; and

**WHEREAS**, positive parenting is a protective factor that prevents and heals Adverse Childhood Experiences, which impact lifelong health and well-being; and

**WHEREAS**, in Inyo County, families can receive support from the Triple P Positive Parenting Program, an evidence-based program available thanks to partnership between First 5 Inyo County and Health & Human Services, with Kern Regional Center, Wild Iris, CASA of the Eastern Sierra, and North Star Counseling Center; and

**WHEREAS**, in Inyo County, families receive support from family strengthening programs including Fatherhood & Motherhood is Sacred with OVCDL Tuniwa Nobi, OVCDL Language Program, Parent Café with Inyo County Office of Education, Inyo County Libraries, Exceptional Family Early Start Resource Center, Eastern Sierra Child Support Services, and Altrusa of the Eastern Sierra; and

**WHEREAS**, everyone can play a vital role in supporting parents and caregivers to raise happy, healthy children; and during the month of January, Inyo County Health and Human Services and many of our community partners, will be increasing awareness of the importance of positive parenting and the availability of resources such as those mentioned above;

**NOW, THEREFORE, BE IT PROCLAIMED** that January 2023 be the 5th Annual Positive Parenting Awareness Month in Inyo County, California, and commend this observance to the people of this county.

**PASSED AND PROCLAIMED** this 3 Day of January 2023.



Supervisor Jennifer Roeser, Board Chairperson



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3367

### Reappointments to the Big Pine Cemetery District Board of Trustees Clerk of the Board ACTION REQUIRED

**ITEM SUBMITTED BY**

Assistant Clerk of the Board

**ITEM PRESENTED BY**

Clerk of the Board

**RECOMMENDED ACTION:**

Request Board: A) reappoint Ms. Rosemarie Todd and Mr. Robert Vance to unexpired four-year terms on the Big Pine Cemetery District Board of Trustees; and B) change the ending date of all terms to May 31 so that they are aligned (years of expiration will continue to be staggered).

**BACKGROUND / SUMMARY / JUSTIFICATION:**

Your Board has appointing authority for the Big Pine Cemetery District. Two terms expired and per your Board's policy, the vacancies were advertised. Two letters of interest were received, from Ms. Rosemarie Todd and Mr. Robert Vance, the most recent holders of those posts.

**FISCAL IMPACT:**

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

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

Your Board may decline to make one or both appointments, direct staff to re-advertise the vacancies, or request additional information from the applicants.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Notice of Vacancy - Big Pine Cemetery District
2. Rosemarie Todd - Big Pine Cemetery District
3. Robert Vance - Big Pine Cemetery District

**APPROVALS:**

Darcy Ellis	Created/Initiated - 12/28/2022
Nate Greenberg	Final Approval - 12/28/2022

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the  
**The Inyo Register**

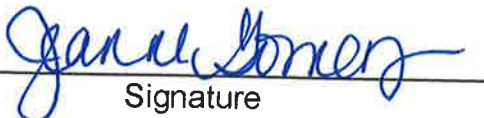
## County of Inyo

*The Inyo Register* has been adjudged a  
newspaper of general circulation by the  
Superior Court of the County of Inyo,  
State of California, under date of  
Oct. 5, 1953, Case Number 5414;  
that the notice, of which the annexed  
is a printed copy (set in type not  
smaller than non-pareil), has been  
published in each regular and entire  
issue of said newspaper and not in  
any supplement thereof, on the  
following date, to with:

**December 8<sup>th</sup>,**  
In the year of **2022**

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
**8<sup>th</sup> Day of December, 2022**

  
Signature

This space is for County Clerk's Filing Stamp

RECEIVED

DEC 28 2022

Inyo County Administrator  
Clerk of the Board

## Proof of Publication of Public Notice

### NOTICE OF VACANCY BIG PINE CEMETERY DISTRICT

**NOTICE IS HEREBY GIVEN**  
that the Inyo County Board of  
Supervisors is accepting appli-  
cations to two (2) four-year  
terms on the Big Pine Ceme-  
tery District Board of Trustees:  
one ending June 30, 2026 and  
one expiring November 1,  
2026.

Please submit your request for  
appointment to the Clerk of the  
Board of Supervisors at P.O.  
Drawer N, Independence, CA  
93526 or dellis@inyocounty.us.  
In order for your request for ap-  
pointment to be considered, it  
must be received on or before  
**Friday, December 16** at 5:00  
p.m. Postmarks are not ac-  
cepted. Please specify which  
term you are interested in.  
For more information, contact  
the Clerk of the Board at (760)  
878-0373.  
(IR 12.08, 2022 #21331)

## Darcy Ellis

---

**From:** Rosemarie Todd [redacted]  
**Sent:** Tuesday, December 13, 2022 2:17 PM  
**To:** Darcy Ellis  
**Subject:** Big Pine Cemetery Board

You don't often get email from toddrosemarie@gmail.com. [Learn why this is important](#)  
[dellis@inyocounty.us](mailto:dellis@inyocounty.us)

December 13, 2022

Big Pine Cemetery District

I would like to continue my position on the Big Pine Cemetery District Board. This post has allowed me to serve the community of Big Pine in a historical capacity.

Respectfully submitted,  
Rosemarie Todd

[redacted]  
Big Pine, California 93513

RECEIVED

DEC 14 2022

Inyo County Administrator  
Clerk of the Board

December 14, 2022

Inyo County Board of Supervisors:

Honorable Supervisors:

I have been a Big Pine Cemetery District Board member for several years now and have found it to be very rewarding and enjoyable.

I would consider it an honor to serve for another term and be able to see through and complete some of the projects we have envisioned for the cemetery.

I thank you in advance for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Robert Vance". The signature is written in dark ink and is positioned above the printed name.

Robert Vance

~~Big Pine~~, Big Pine, CA



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3366

### Appointment to Mt. Whitney Cemetery District Clerk of the Board ACTION REQUIRED

**ITEM SUBMITTED BY**

Assistant Clerk of the Board

**ITEM PRESENTED BY**

Clerk of the Board

**RECOMMENDED ACTION:**

Request Board appoint Mr. Bill Fletcher to one unexpired four-year term on the Mt. Whitney Cemetery Board of Trustees ending May 31, 2024.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

Your Board has appointing authority for the Mt. Whitney Cemetery District Board of Trustees. Longtime trustee Tom Noland resigned effective December 1. Per Board policy, the vacancy was advertised and one request for appointment was received, from Mr. Bill Fletcher.

**FISCAL IMPACT:**

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

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

Your Board may decline to make the appointment, direct staff to start a new recruitment, or request additional information from Mr. Fletcher.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Notice of Vacancy - Mt. Whitney Cemetery District
2. Bill Fletcher - Mt. Whitney Cemetery District

**APPROVALS:**

Darcy Ellis

Created/Initiated - 12/28/2022

Nate Greenberg

Final Approval - 12/28/2022



# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, And not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the  
**The Inyo Register**

## County of Inyo

*The Inyo Register* has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

**December 8<sup>th</sup>,**  
In the year of **2022**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Bishop, California, on this  
**8<sup>th</sup> Day of December, 2022**

  
Signature

This space is for County Clerk's Filing Stamp

RECEIVED

DEC 28 2022

Inyo County Administrator  
Clerk of the Board

---

## Proof of Publication of Public Notice

**NOTICE OF VACANCY  
MT. WHITNEY CEMETERY  
DISTRICT**

**NOTICE IS HEREBY GIVEN** that the Inyo County Board of Supervisors is accepting applications to fill one unexpired four-year term on the Mt. Whitney Cemetery District Board of Trustees

Please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before **Monday, December 19** at 5:00 p.m. Postmarks are not accepted. Please specify which term you are interested in.

For more information, contact the Clerk of the Board at (760) 878-0373.

(IR 12.08, 2022 #21332)

## Darcy Ellis

---

**From:** Bill Fletcher [globalatmguy@gmail.com](mailto:globalatmguy@gmail.com)  
**Sent:** Friday, December 9, 2022 2:34 PM  
**To:** Darcy Ellis  
**Subject:** Unfulfilled term of Tom Noland on Mt. Whitney Cemetery Board

0/0/0/0/0 You don't often get email from [globalatmguy@gmail.com](mailto:globalatmguy@gmail.com). [Learn why this is important](#)

As a resident in Lone Pine, I would like to apply for the open position of Trustee on the Board of the Mt. Whitney Cemetery District. I am a computer technician, as well as a security system specialist.

I am familiar with the cemeteries of the District, and the various projects in the process of being completed. I feel my experience working with the public, as well as my familiarity with the businesses of Lone Pine, would be an asset to the District. I also feel there is a need to maintain a quality cemetery district for the community, and I am very interested in contributing to this.

Thank you for considering my appointment to the Board of Directors of the Mt. Whitney Cemetery District.

Sincerely,

Bill Fletcher

Address: 

Lone Pine, CA 93545

Phone: 



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3368

### Appointment to the Bishop Rural Fire Protection District Board of Commissioners

Clerk of the Board

ACTION REQUIRED

**ITEM SUBMITTED BY**

Assistant Clerk of the Board

**ITEM PRESENTED BY**

Clerk of the Board

**RECOMMENDED ACTION:**

Request Board appoint Mr. Don Kunze to an unexpired four-year term on the Bishop Rural Fire Protection District Board of Commissioners ending July 1, 2026.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

Your Board has appointing authority for the Bishop Rural Fire Protection District Board of Commissioners. Longtime Commissioner Scott Marcellin resigned in November upon winning the election for Third District Inyo County Supervisor. Per your Board's policy, the vacancy was advertised and one letter of interest was received, from Mr. Don Kunze.

**FISCAL IMPACT:**

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

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

Your Board may decline to make the appointment, direct staff to re-advertise the vacancy, or request more information from Mr. Kunze.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Notice of Vacancy - Bishop Rural Fire Protection District
2. Don Kunze - Bishop Rural Fire Protection District

**APPROVALS:**

Darcy Ellis	Created/Initiated - 12/28/2022
Nate Greenberg	Final Approval - 12/28/2022

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the  
**The Inyo Register**

## County of Inyo

*The Inyo Register* has been adjudged a  
newspaper of general circulation by the  
Superior Court of the County of Inyo,  
State of California, under date of  
Oct. 5, 1953, Case Number 5414;  
that the notice, of which the annexed  
is a printed copy (set in type not  
smaller than non-pareil), has been  
published in each regular and entire  
issue of said newspaper and not in  
any supplement thereof, on the  
following date, to with:

**December 3<sup>rd</sup>,**  
In the year of **2022**

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
**5<sup>th</sup> Day of December, 2022**

  
Signature

This space is for County Clerk's Filing Stamp

RECEIVED

DEC 28 2022

Inyo County Administrator  
Clerk of the Board

---

## Proof of Publication of Public Notice

**NOTICE OF VACANCY  
BISHOP RURAL FIRE  
PROTECTION DISTRICT  
NOTICE IS HEREBY GIVEN**  
that the Inyo County Board of  
Supervisors is accepting appli-  
cations to fill one (1) vacancy  
on the Bishop Rural Fire Pro-  
tection District Board of Direc-  
tors: an unexpired four-year  
term ending July 1, 2026.  
If you are interested in filling  
the remainder of this term,  
please submit your request for  
appointment to the Clerk of the  
Board of Supervisors at P.O.  
Drawer N, Independence, CA  
93526 or dellis@inyocounty.us.  
In order for your request for ap-  
pointment to be considered, it  
must be received on or before  
Friday, December 16, 2022 at  
5:00 p.m. (IR 12.03, 2022  
#21325)

December 12, 2022

Rec. 12/12 9:50  
P.M.  
JZ

Donald Kunze

[REDACTED]  
Bishop, CA 93514  
[REDACTED]  
[REDACTED]

Inyo County Board of Supervisors  
Clerk of the Board of Supervisors  
P.O Drawer N  
Bishop, CA 93515

Honorable Board,

I am writing in regards to the current opening on the Bishop Rural Fire Protection District Board of Commissioners due to the resignation of Mr. Scott Marcellin. I would like to have the honor of being considered to fill that vacancy and be allowed to serve my community as a member of that already outstanding board.

When making your selection as to who could replace and carry on the fine work done by Mr. Marcellin, please take into consideration my qualifications that would include the following. I was raised in the Los Angeles area but moved to work in Mono County in 1974 alternating between working on Crowley Lake in the Summer and at the Mammoth Mountain Ski Area in the winter. Realizing that at some point I needed to get a real job, I returned to Los Angeles in 1979 to take a job with the Los Angeles Department of Water and Power. After working in several positions within DWP, I promoted to Aqueduct and Reservoir Keeper and acquired enough seniority to allow me to return to this wonderful area in 1983, with my wife Susan. The following year, we purchased our home in West Bishop and have had the privilege to be able to raise our family here. While I worked the remainder of my 34-year career here in the Owens Valley and Mono Basin until retirement in 2012, Susan worked as a 2<sup>nd</sup> grade school teacher at Elm Street School during which time I was routinely referred to simply as "Mrs. Kunze's Husband". Although she retired from teaching in 2016, I still continue to hold that title. During the time I have lived here, I have established a long record of service to our community including my becoming a member of the Bishop Volunteer Fire Department in 1987 where I am about to complete my 36<sup>th</sup> year of uninterrupted service. During my tenure with the BVFD, I have been honored to receive many awards from the membership the greatest of which was Firefighter of the Year. I have promoted to the rank of Captain and continue to serve the Department as an active member to this day. Along with my traditional duties, I also apply my skills and license as a Pyrotechnic Operator and oversee the annual Independence Day Fireworks Show here in Bishop. I respect and admire the men and women of our department and want only to continue to serve them as best my abilities allow. Remaining active however becomes

more challenging with the passing of years and I have sought some opportunity to continue to serve even as my ability to pull hose and charge into burning buildings is seeming to diminish. Being allowed a position on the Bishop Rural Fire Protection District Board of Commissioners I believe would allow me to continue my service to my community, the Bishop Volunteer Fire Department and the great firefighters of the BVFD.

Additional accomplishments I would like to share would include that although now retired, during my employment at the Department of Water and Power, along with my regular duties, I was appointed to serve as Co-Chair of the Joint Labor Management Committee and the Worker Safety Group. Holding these positions gave me valuable insight and helped me develop skills I would apply to the work of the BRFC in areas that include fiscal management, equipment procurement, maintenance, and staffing issues. Along with my service to the Bishop Fire Department, I currently serve my local community as a member in good standing of the Bishop Elks Lodge 1603, a trustee on the Bishop Creek Water Association, president of Playhouse 395, and past president and executive committee member of the Inyo Mono Master Gardeners. In the past, I have also volunteered for positions with the Boy Scouts of America, serving as Cubmaster for Boy Scout Pack 86, and past Director of the Inyo / Mono Chapter of the American Red Cross.

Although I realize that being appointed to a position on the BRFPD board would call for my resignation from the Bishop Fire Department, as I said earlier, at 68 years of age, I am coming to the realization that perhaps my skill set and physical abilities are of diminishing value to the ongoing work of the BVFD, but my years of experience could enhance the work of the BRFPD Board.

In closing, I would say again, I'd be honored to be included in your consideration of the replacement of Mr. Marcellin as he moves from the Board of the Bishop Rural Fire Commission to the position of Inyo County Supervisor. I pledge to you that I will do all I can to serve the people of the Bishop Rural Fire Protection District, and the firefighters of the Bishop Volunteer Fire Department. Please feel free to call or write me with any questions you may have.

Thank You,

Donald Kunze



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3365

### Appointment of an Alternate to the Inyo County Fish & Wildlife Commission

Clerk of the Board

ACTION REQUIRED

**ITEM SUBMITTED BY**

Assistant Clerk of the Board

**ITEM PRESENTED BY**

Clerk of the Board

**RECOMMENDED ACTION:**

Request Board appoint Mr. Nick Lara to the Inyo County Fish & Wildlife Commission, to serve an unexpired term for an alternate ending October 6, 2025.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Inyo County Fish & Wildlife Commission serves in an advisory capacity to your Board. A recent resignation left a regular-member term vacant. Your Board recently appointed the then-alternate to the regular-member vacancy, leaving the alternate position vacant as a result. Per Board policy, the vacancy was advertised and one letter of interest was received, from Mr. Nick Lara.

**FISCAL IMPACT:**

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

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

Your Board can decline to make the appointment and leave the vacancy unfilled, ask that staff to start another recruitment, or request more information from the applicant.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**



None.

**ATTACHMENTS:**

1. Notice of Vacancy - IC Fish & Wildlife Commission
2. Nick Lara - F&W Commission - Alternate

**APPROVALS:**

Darcy Ellis	Created/Initiated - 12/28/2022
Nate Greenberg	Final Approval - 12/28/2022

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the  
**The Inyo Register**

This space is for County Clerk's Filing Stamp

RECEIVED

DEC 28 2022

Inyo County Administrator  
Clerk of the Board  
**Proof of Publication of  
Public Notice**

## County of Inyo

*The Inyo Register* has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

**December 1<sup>st</sup>,**  
In the year of **2022**

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
**1<sup>st</sup> Day of December, 2022**

\_\_\_\_\_  
Signature

### NOTICE OF VACANCY INYO FISH & WILDLIFE COMMISSION

**NOTICE IS HEREBY GIVEN**  
that the Inyo County Board of Supervisors is accepting applications to fill one unexpired four-year term for an alternate on the Inyo Fish & Wildlife Commission ending October 6, 2025.

Please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before Thursday, December 15, 2022 at 5:00 p.m. Postmarks are not accepted.

For more information, contact the Clerk of the Board's Office at (760) 878-0373. (IR 12.01, 2022 #21321)

## Darcy Ellis

---

**From:** Nick Lara <nick@easternsierraoutdoors.com>  
**Sent:** Wednesday, December 14, 2022 3:41 PM  
**To:** Darcy Ellis  
**Subject:** Fish and Game commission

Darcy,

I would like to put in an application for the inyo Fish and Wildlife commission.

Please let me know what I need to do to arrange an interview.

Thank you,

Nick

Sent from my iPhone



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3353

### Contract with Kosmont Companies for Surplus Land Act and Real Estate Advisory Services

County Administrator

ACTION REQUIRED

#### ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

#### ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

#### RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Kosmont Companies of El Segundo, CA for the provision of Surplus Land Act and Real Estate Advisory Services in an amount not to exceed \$15,000 for the period of January 3, 2023 - June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County, like municipalities all around California, is contending with state pressure to create more housing while trying to be thoughtful about the needs and growth trajectories of our communities. Increasingly complicated regulatory requirements and the expense of construction mean that local governments are playing a greater and greater role in the formation of new housing, often in partnership with private developers. This contract will leverage the expertise of an organization that has supported local governments around the state to ensure compliance with regulatory requirements such as the Surplus Lands Act while ensuring that the needs of the local community remain the center focus of growth and development efforts.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	<b>Budget Unit</b>	010202
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
010202 - Economic Development has \$200,000 budgeted for housing projects in object code 5265.			
<b>Future Fiscal Year Impacts</b>			
None			
<b>Additional Information</b>			

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

The Board could elect not to approve the contract with Kosmont Companies for Surplus Land Act and Real Estate Advisory Services. This is not advised, as the county will benefit from the expertise of a company that has decades of experience in advising municipalities in real estate transactions, facilitating public/private partnerships, and matching private sector real estate opportunities with public sector land use policies.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Kosmont Contract
2. Attachment C - Insurance Requirements

**APPROVALS:**

Meaghan McCamman	Created/Initiated - 12/19/2022
Darcy Ellis	Approved - 12/20/2022
Nate Greenberg	Approved - 12/28/2022
John Vallejo	Approved - 12/29/2022
Aaron Holmberg	Approved - 12/29/2022
Amy Shepherd	Approved - 12/29/2022
Darcy Ellis	Approved - 12/29/2022
Meaghan McCamman	Final Approval - 12/29/2022



**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. No travel is anticipated with this assignment.

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 liability, loss, damage, expense, costs 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.

////

////

**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**



## Attachment C: 2022 Insurance Requirements for Kosmont Companies Contract

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
2. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving one-on-one 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.
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 **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.*
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 **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor's letterhead certifying that contractor has no employees.*

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 Kosmont Companies Contract**

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 Kosmont Companies Contract**

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

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

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

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



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3327

### Amendment No. 3 to the contract between the County of Inyo and AccompanyCo of Palisade, CO

County Administrator

ACTION REQUIRED

#### ITEM SUBMITTED BY

Miquela Beall

#### ITEM PRESENTED BY

Miquela Beall

#### RECOMMENDED ACTION:

Request Board: A) approve Amendment No. 3 to the contract between the County of Inyo and AccompanyCo. of Palisade, CO, extending the term end date from December 31, 2022 to June 30, 2023; and B) and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

In May 2022, your Board approved the second contract extension for AccompanyCo. and approved increasing the contract amount by \$25,000. In September 2022, your Board approved the operations of the Eastern Sierra Small Business Resource Center (BRC) to the Sierra Business Council. AccompanyCo has played an integral part in assuring that the transition goes as smoothly as possible and the County's goals and priorities of the BRC continue to be at the forefront. While there have been great strides made in the transition, the process has not been completed. The building remodel and the search for an Executive Director continues and we anticipate the full transition to be complete by June 2023. There is still money left on the contract so no additional funds are being requested at this time and the limit upon the amount payable under the agreement shall remain at an amount not to exceed \$86,238.00.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	010202
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
None			
<b>Future Fiscal Year Impacts</b>			
None			
<b>Additional Information</b>			

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

Your Board could choose not to approve this contract extension. However, that is not recommended as it will negatively affect the smooth transition of the launch and operations of the Eastern Sierra Business Center to the Sierra Business Council.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. AccompanyCo Contract Amendment 3
2. AccompanyCo Amendment 2
3. AccompanyCo Amendment 1
4. AccompanyCo Contract

**APPROVALS:**

Miquela Beall	Created/Initiated - 12/19/2022
Darcy Ellis	Approved - 12/20/2022
John Vallejo	Approved - 12/20/2022
Amy Shepherd	Approved - 12/20/2022
Nate Greenberg	Final Approval - 12/28/2022

AMENDMENT NUMBER THREE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ACCOMPANY CO FOR THE PROVISION OF  
CONSULTING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and AccompanyCo (hereinafter referred to as “Contractor”), have entered into an Agreement for the Provision of Consulting services dated June 22, 2021, on County of Inyo Standard Contract No. 113, for the term June 1, 2021 to December 31, 2021.

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. TERM: January 1, 2023, to June 30, 2023
2. SCOPE OF WORK  
The Contractor shall provide expertise and assistance in executing the Eastern Sierra Small Business Resource Center Launch Plan, herein known as The Plan. Examples of what The Plan will include are listed below.

**EASTERN SIERRA SMALL BUSINESS RESOURCE CENTER LAUNCH PLAN:**

1. Establish Launch Team - modifying current WG accordingly
2. Prioritize work plan
3. Facility planning
4. Secure funding for initial staff and hire
5. Build Navigator program
  1. Identify key team
  2. Establish information and training needs and plan
  3. Training and implementation
  4. Continuous improvement
6. Hold initial meetups
7. Move forward on Angel and mentor groups
  1. Identify leaders
  2. Bring in regional reps from Fresno.
8. Work with Tribe on strategy to fill 4 unit strip
9. Begin build of “plan room”

AMENDMENT NUMBER THREE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ACCOMPANY CO FOR THE PROVISION OF  
CONSULTING SERVICES

3. CONSIDERATION

- a. Compensation. The limit upon amount payable under the agreement shall remain at Eighty six thousand two hundred thirty-eight dollars and zero cents. (\$86,238.00).

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

# *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 May 2022 an order was duly made and entered as follows:

CAO –  
*AccompanyCo*  
*Amendment 2*

Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to: A) approve Amendment No. 2 to the contract between the County of Inyo and AccompanyCo of Palisade, CO, extending the term end date from June 30, 2022 to December 31, 2022 and increasing the amount of the contract by \$25,000 for a total amount not to exceed \$86,238, contingent upon Board approval of the Fiscal Year 2022-2023 Budget; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Pucci absent.

WITNESS my hand and the seal of said Board this 17th  
Day of May, 2022



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

By: \_\_\_\_\_

<b>Routing</b>
CC Purchasing Personnel Auditor CAO X Other: DATE: May 19, 2022





# County of Inyo



## County Administrator

### CONSENT - ACTION REQUIRED

**MEETING:** May 17, 2022

**FROM:** Miquela Beall

**SUBJECT:** Amendment No. 2 to the contract between the County of Inyo and AccompanyCo of Palisade, CO

---

**RECOMMENDED ACTION:**

Request Board: A) approve Amendment No. 2 to the contract between the County of Inyo and AccompanyCo of Palisade, CO, extending the term end date from June 30, 2022 to December 31, 2022 and increasing the amount of the contract by \$25,000 for a total amount not to exceed \$86,238, contingent upon Board approval of the Fiscal Year 2022-2023 Budget; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Great progress continues to be made on the establishment of the Eastern Sierra Small Business Resource Center (ESSBRC). AccompanyCo has been integral to the progress not only by creating the Business Plan but also by using their vast experience and knowledge to help guide County staff and participating stakeholders along the process. In January, your Board approved an amendment to expand the AccompanyCo scope of work to include the "Launch Plan" which lays out the steps necessary to move the Small Business Resource Center from the planning stage to implementation and launch. Since there has been no Executive Director named to oversee the Small Business Resource Center yet, AccompanyCo's guidance is vital. This amendment does not change the Scope of Work but extends the length of the contract to allow AccompanyCo to continue to assist and guide County staff in these vital steps. The additional \$25,000 being added to the contract will come from the Economic Development budget. Staff recommends approving their amendment.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this contract extension. However, that is not recommended as it will undoubtedly negatively affect County staff's ability to successfully launch the Eastern Sierra Small Business Resource Center.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

There are sufficient appropriations in the Economic Development budget 010202, object code 5265 to cover this

contract amendment..

**ATTACHMENTS:**

1. AccompanyCo Contract Amendment 2
2. AccompanyCo Contract Amendment 1 & Original Contract

**APPROVALS:**

Miquela Beall	Created/Initiated - 5/9/2022
Darcy Ellis	Approved - 5/9/2022
Leslie Chapman	Approved - 5/9/2022
John Vallejo	Approved - 5/9/2022
Amy Shepherd	Final Approval - 5/9/2022

AMENDMENT NUMBER TWO TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ACCOMPANY CO FOR THE PROVISION OF  
CONSULTING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and AccompanyCo (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Consulting services dated June 22, 2021, on County of Inyo Standard Contract No. 113, for the term June 1, 2021 to December 31, 2021.

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. TERM: July 1, 2022, to December 31, 2022
2. SCOPE OF WORK  
The Contractor shall provide expertise and assistance in executing the Eastern Sierra Small Business Resource Center Launch Plan, herein known as The Plan. Examples of what The Plan will include are listed below.

**EASTERN SIERRA SMALL BUSINESS RESOURCE CENTER LAUNCH PLAN:**

1. Establish Launch Team - modifying current WG accordingly
2. Prioritize work plan
3. Facility planning
4. Secure funding for initial staff and hire
5. Build Navigator program
  1. Identify key team
  2. Establish information and training needs and plan
  3. Training and implementation
  4. Continuous improvement
6. Hold initial meetups
7. Move forward on Angel and mentor groups
  1. Identify leaders
  2. Bring in regional reps from Fresno.
8. Work with Tribe on strategy to fill 4 unit strip
9. Begin build of "plan room"

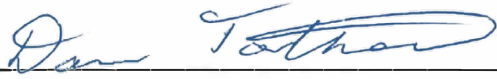
AMENDMENT NUMBER TWO TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ACCOMPANY CO FOR THE PROVISION OF  
CONSULTING SERVICES

3. CONSIDERATION

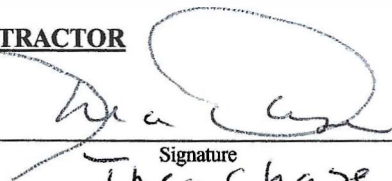
- a. Compensation. The limit upon amount payable under the agreement shall be amended to Eighty six thousand two hundred thirty-eight dollars and zero cents. (\$86,238.00).

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
13th DAY OF June 2022

**COUNTY OF INYO**

By:   
Dated: 06/13/2022

**CONTRACTOR**

By:   
Signature  
Thea Chase  
Type or Print Name

Dated: 6/13/22

Taxpayer's Identification or Social Security Number:  
135 607552

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

AMENDMENT NUMBER ONE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ACCOMPANY CO FOR THE PROVISION OF  
CONSULTING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and AccompanyCo (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Consulting services dated June 22, 2021, on County of Inyo Standard Contract No. 113, for the term June 1, 2021 to December 31, 2021.

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. TERM: January 1, 2022, to June 30, 2022
2. SCOPE OF WORK  
The Contractor shall provide expertise and assistance in executing the Eastern Sierra Small Business Resource Center Launch Plan, herein known as The Plan. Examples of what The Plan will include are listed below.

**EASTERN SIERRA SMALL BUSINESS RESOURCE CENTER LAUNCH PLAN:**

1. Establish Launch Team - modifying current WG accordingly
2. Prioritize work plan
3. Facility planning
4. Secure funding for initial staff and hire
5. Build Navigator program
  1. Identify key team
  2. Establish information and training needs and plan
  3. Training and implementation
  4. Continuous improvement
6. Hold initial meetups
7. Move forward on Angel and mentor groups
  1. Identify leaders
  2. Bring in regional reps from Fresno.
8. Work with Tribe on strategy to fill 4 unit strip
9. Begin build of "plan room"


AMENDMENT NUMBER ONE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ACCOMPANY CO FOR THE PROVISION OF  
CONSULTING SERVICES

3. CONSIDERATION

- a. **Compensation.** The limit upon amount payable under the agreement shall be amended to Sixty-one thousand two hundred thirty-eight dollars and zero cents. (\$61,238.00).

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
24th DAY OF February, 2022

**COUNTY OF INYO**

By:   
Dated: 02/24/2022

**CONTRACTOR**

By:   
Signature  
Thea Chase  
Type or Print Name

Dated: 1/6/22

Taxpayer's Identification or Social Security Number:  
86-1601413

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AccompanyCo  
FOR THE PROVISION OF Consulting SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Consulting services of AccompanyCo of Palisade, CO hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from June 1, 2021 to December 31, 2021 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum total of Forty six thousand two hundred thirty eight Dollars and zero cents (\$46,238.00) for performance of all of the services and completion of all of the work described in Attachment A.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed forty six thousand two hundred thirty eight Dollars and zero cents (\$46,238.00) (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, monthly itemized statements of services and work performed by Contractor in accordance with Attachment A and pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed during the month. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on or before the last day of the month.

**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



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

**17. CONFLICTS.**

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

**18. POST AGREEMENT COVENANT.**

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

**19. SEVERABILITY.**

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

**20. FUNDING LIMITATION.**

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

**21. AMENDMENT.**

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

**22. NOTICE.**

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

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND AccompanyCo**  
**FOR THE PROVISION OF Consulting SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
22nd DAY June, 2021.

**COUNTY OF INYO**

By:   
Jeff Griffiths  
Type or Print Name

Dated: 06/22/2021

**CONTRACTOR**

By:   
Thachase CEO  
Type or Print Name

Dated: 6/4/21


APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Accompany Co**  
**FOR THE PROVISION OF Consulting SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

Dated: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Thiachase CEO  
Type or Print Name

Dated: 6/4/21

APPROVED AS TO FORM AND LEGALITY:

Grace Chackla  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO  
AND AccompanyCo  
FOR THE PROVISION OF Consulting SERVICES

TERM:

FROM: June 1, 2021 TO: December 31, 2021

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, 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. 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).

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor's letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

**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.

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.

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.

# *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 21<sup>st</sup> day of December 2021 an order was duly made and entered as follows:

*CAO-Economic  
Development –  
AccompanyCo  
Contract  
Amendment 1*

Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve Amendment No. 1 to the contract between the County of Inyo and AccompanyCo of Palisade, CO, extending the term end date from December 31, 2021 to June 30, 2022, increasing the amount of the contract by \$15,000 for a total amount not to exceed of \$61,238, and expanding the Scope of Work to allow AccompanyCo to provide expertise and assistance in executing the Eastern Sierra Small Business Resource Center Launch Plan; and B) 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 21<sup>st</sup>  
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 Economic Development Other: DATE: January 5, 2022



# County of Inyo



## County Administrator - Economic Development

### CONSENT - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** Leslie Chapman

**SUBJECT:** Amendment No. 1 to the contract between the County of Inyo and AccompanyCo of Palisade, CO

---

**RECOMMENDED ACTION:**

Request Board: A) approve Amendment No. 1 to the contract between the County of Inyo and AccompanyCo of Palisade, CO, extending the term end date from December 31, 2021 to June 30, 2022, increasing the amount of the contract by \$15,000 for a total amount not to exceed of \$61,238, and expanding the Scope of Work to allow AccompanyCo to provide expertise and assistance in executing the Eastern Sierra Small Business Resource Center Launch Plan; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Over the past 12 months, great progress has been made on the establishment of the Eastern Sierra Small Business Resource Center (ESSBRC). AccompanyCo has been integral to the progress not only by creating the Business Plan but also by using their vast experience and knowledge to help guide County staff and participating stakeholders along the process. This contract was funded by a grant from the USDA Rural Business Grant, along with a small General Fund contribution. Originally, there were two components to the grant: \$15,000 for live business seminars; and \$35,000 for the comprehensive business plan. Recently, the USDA approved two grant amendments: one that allowed us to move the funds from the seminars and use them for the business plan, and one that extended the due date for the plan to January 31, 2022. This left room to expand the AccompanyCo scope of work and include the "Launch Plan" which will help us get the Small Business Resource Center up and running without impacting the County budget. These are exciting developments that will help improve the value of the ESSBRC and its odds of success. Staff recommends approving this amendment.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

There are no fiscal impacts to the County Budget as a result of this amendment.

**ATTACHMENTS:**

1. AccompanyCo Contract Amendment
2. AccompanyCo Contract

**APPROVALS:**

Miquela Beall	Created/Initiated - 12/3/2021
Darcy Ellis	Approved - 12/3/2021
Leslie Chapman	Approved - 12/14/2021
John Vallejo	Approved - 12/15/2021
Amy Shepherd	Final Approval - 12/16/2021



AMENDMENT NUMBER ONE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ACCOMPANY CO FOR THE PROVISION OF  
CONSULTING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and AccompanyCo (hereinafter referred to as “Contractor”), have entered into an Agreement for the Provision of Consulting services dated June 22, 2021, on County of Inyo Standard Contract No. 113, for the term June 1, 2021 to December 31, 2021.

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. TERM: January 1, 2022, to June 30, 2022
2. SCOPE OF WORK  
The Contractor shall provide expertise and assistance in executing the Eastern Sierra Small Business Resource Center Launch Plan, herein known as The Plan. Examples of what The Plan will include are listed below.

**EASTERN SIERRA SMALL BUSINESS RESOURCE CENTER LAUNCH PLAN:**

1. Establish Launch Team - modifying current WG accordingly
2. Prioritize work plan
3. Facility planning
4. Secure funding for initial staff and hire
5. Build Navigator program
  1. Identify key team
  2. Establish information and training needs and plan
  3. Training and implementation
  4. Continuous improvement
6. Hold initial meetups
7. Move forward on Angel and mentor groups
  1. Identify leaders
  2. Bring in regional reps from Fresno.
8. Work with Tribe on strategy to fill 4 unit strip
9. Begin build of “plan room”

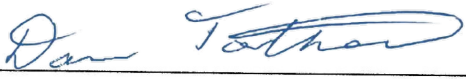
AMENDMENT NUMBER ONE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ACCOMPANY CO FOR THE PROVISION OF  
CONSULTING SERVICES

3. CONSIDERATION


- a. Compensation. The limit upon amount payable under the agreement shall be amended to Sixty-one thousand two hundred thirty-eight dollars and zero cents. (\$61,238.00).

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
24th DAY OF February, 2022.

COUNTY OF INYO

By:   
Dated: 02/24/2022

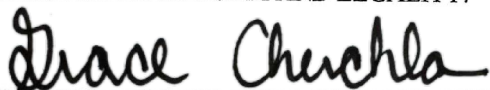
CONTRACTOR

By:   
Signature  
Thea Chase  
Type or Print Name

Dated: 1/6/22

Taxpayer's Identification or Social Security Number:  
86-1601413

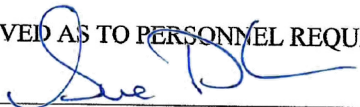
APPROVED AS TO FORM AND LEGALITY:

  
County Counsel


APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND AccompanyCo**  
**FOR THE PROVISION OF Consulting SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Consulting services of AccompanyCo of Palisade, CO hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from June 1, 2021 to December 31, 2021 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum total of Forty six thousand two hundred thirty eight Dollars and zero cents (\$46,238.00) for performance of all of the services and completion of all of the work described in Attachment A.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed forty six thousand two hundred thirty eight Dollars and zero cents (\$46,238.00) (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, monthly itemized statements of services and work performed by Contractor in accordance with Attachment A and pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed during the month. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on or before the last day of the month.

**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

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

**17. CONFLICTS.**

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

**18. POST AGREEMENT COVENANT.**

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

**19. SEVERABILITY.**

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

**20. FUNDING LIMITATION.**

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

**21. AMENDMENT.**

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


**22. NOTICE.**

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

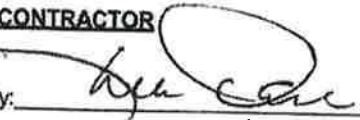
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND AccompanyCo**  
**FOR THE PROVISION OF Consulting SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
22nd DAY June, 2021.

**COUNTY OF INYO**

By:   
Jeff Griffiths  
Type or Print Name  
Dated: 06/22/2021

**CONTRACTOR**

By:   
Thachase CEO  
Type or Print Name  
Dated: 6/4/21

APPROVED AS TO FORM AND LEGALITY:

County Counsel \_\_\_\_\_


APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND AccompanyCo**  
**FOR THE PROVISION OF Consulting SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

Dated: \_\_\_\_\_

**CONTRACTOR**

By:  \_\_\_\_\_

\_\_\_\_\_  
Thachase CEO  
Type or Print Name

Dated: 6/4/21

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
\_\_\_\_\_  
County Risk Manager

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO  
AND AccompanyCo  
FOR THE PROVISION OF Consulting SERVICES

TERM:

FROM: June 1, 2021 TO: December 31, 2021

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, 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. 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).

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor's letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

**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.

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.



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.

# *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 1<sup>st</sup> day of June 2021 an order was duly made and entered as follows:

*CAO-Economic  
Development –  
AccompanyCo  
Contract*

Assistant County Administrator Leslie Chapman provided the Board with an update on progress towards opening a small business resource center on Main Street, Bishop. Moved by Supervisor Roeser and seconded by Supervisor Totheroh to approve the contract between the County of Inyo and AccompanyCo of Palisade, CO, for the provision of consulting services in an amount not to exceed \$46,238 for the period of June 1, 2021 through December 31, 2021, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Economic Development Other: DATE: July 1, 2021

WITNESS my hand and the seal of said Board this 1<sup>st</sup>  
Day of June, 2021



CLINT G. QUILTER  
Clerk of the Board of Supervisors

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

By: \_\_\_\_\_



# County of Inyo



## County Administrator - Economic Development

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** June 1, 2021

**FROM:** Leslie Chapman

**SUBJECT:** Business Resource Center Update and Business Plan Consultant Contract

---

#### RECOMMENDED ACTION:

Request Board:

- A) Receive an update on progress towards opening a small business resource center on Main Street, Bishop; and
- B) approve the contract between the County of Inyo and AccompanyCo of Palisade, CO, for the provision of consulting services in an amount not to exceed \$46,238 for the period of June 1, 2021 through December 31, 2021, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### SUMMARY/JUSTIFICATION:

Staff, along with our community partners, is continuing to work towards making the vision of the Eastern Sierra Small Business Resource Center (SBRC) a reality. Progress so far includes:

- Board of Supervisors appropriated \$60,000 in the current budget for lease payments, improvements and/or seed money to start a small business resource center.
- Staff applied for a \$50,000 grant for a comprehensive business plan (\$35,000) and training and consulting services (\$15,000) for the SBRC.
- Identified a building on Main St. in Bishop that had been vacant for several years, We are in the process of partnering with a local business person to lease the building for a reasonable amount while providing Opportunity Zone benefits to the investor.
- Submitted formal requests for Federal funding of the last mile broadband connectivity, quality video conferencing equipment and furniture and fixtures to both the House of Representatives and the Senate. Requests included many letters of support from community agencies and Mono County.
- Identified AccompanyCo as the consulting firm that most closely matches the selection committee's vision for the development of a comprehensive business plan.

Next Steps Include:

- Continue negotiations and finalize the lease agreement for the building.
- Form a working group with anticipated representatives from agencies including the UC Bakersfield SBDC, Sierra Business Council, City of Bishop, Mono County, Chambers of Commerce, Cerro Coso Community College, Inyo County Superintendent of Schools (Job Shop), Native American Communities, Latinx Communities, and local businesses,
- Complete the comprehensive business plan
- Open the SBRC by January 1, 2022.

Last year, Inyo County was awarded a USDA Rural Business Development Grant for the preparation of a viable, comprehensive business plan including: a description of services for short and long term operations, a financing plan, a staffing plan and a plan for expansion of the operating area from local to regional along with a plan for developing strategic partners including Native American Tribes, the Latinx community, Chambers of Commerce, educational institutions, local businesses and other local government agencies. The grant also includes \$15,000 for training and consulting services for Inyo County's existing businesses and start ups.

Staff advertised and distributed Requests for Proposals and received four high quality responses. The selection process was performed by a diverse committee, consisting of proposal reviews that incorporated a scoring system based on established evaluation criteria and Zoom interviews with finalists. AccompanyCO was the high scoring candidate based on its project plan and approach, including a clearly stated path to a successful business resource center that will provide services and support beyond a traditional Small Business Development Center, Business Incubator, Business Accelerator or Co-working space. Market research, customer development and experimentation will guide which services the Center ultimately provides. In the words of AccompanyCo, "We deviate from industry norms by using the principles of the Lean Startup approach in program development and building out the small business and entrepreneurial ecosystem for regions...", and "Ultimately, there are many models and examples to choose from but what works in a community will differ based on its unique attributes, institutions and people..." AccompanyCo will be making two trips to the Eastern Sierra to gather information and assess the business environment during the engagement. They recommend that we establish a local working group that includes key success partners for the project, which is something we had identified as essential from the beginning. Consequently, staff recommends approving the attached contract for consulting services required to provide a comprehensive business plan.

We were fortunate to receive extremely high quality proposals, and it was a very difficult decision for all. We want to thank everyone that submitted proposals and the selection team that made this difficult choice.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

\$35,000 will be provided by the USDA Rural Business Development Grant and the balance will be paid with funds appropriated for the Small Business Resource center in the 2020-2021 Board Approved Economic Development Budget.

**ATTACHMENTS:**

1. AccompanyCo Contract FINAL
2. AccompanyCo-Inyo Proposal

**APPROVALS:**

Leslie Chapman  
Darcy Ellis  
Leslie Chapman  
Marshall Rudolph  
Amy Shepherd

Created/Initiated - 5/26/2021  
Approved - 5/27/2021  
Approved - 5/27/2021  
Approved - 5/27/2021  
Final Approval - 5/27/2021

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND AccompanyCo**  
**FOR THE PROVISION OF Consulting SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Consulting services of AccompanyCo of Palisade, CO hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from June 1, 2021 to December 31, 2021 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum total of forty six thousand two hundred thirty eight Dollars and zero cents (\$46,238.00) for performance of all of the services and completion of all of the work described in Attachment A.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed forty six thousand two hundred thirty eight Dollars and zero cents (\$46,238.00) (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, monthly itemized statements of services and work performed by Contractor in accordance with Attachment A and pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed during the month. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on or before the last day of the month.

F. Federal and State Taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

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

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

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

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

## **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

## **9. STATUS OF CONTRACTOR.**

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

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

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

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

## **10. DEFENSE AND INDEMNIFICATION.**

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

## **11. RECORDS AND AUDIT.**

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



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

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

**12. NONDISCRIMINATION.**

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

**13. ASSIGNMENT.**

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

**14. DEFAULT.**

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

**15. WAIVER OF DEFAULT.**

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

**16. CONFIDENTIALITY.**

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

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

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

**17. CONFLICTS.**

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

**18. POST AGREEMENT COVENANT.**

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

**19. SEVERABILITY.**

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

**20. FUNDING LIMITATION.**

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

**21. AMENDMENT.**

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

**22. NOTICE.**

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

County of Inyo  
Economic Development Department  
1360 N. Main. St., Room 231 Address  
Bishop, CA 93514 City and State

Contractor:

AccompanyCo, Thea Chase Name  
PO Box 342 Address  
Palisade, CO 81526 City and State

**23. ENTIRE AGREEMENT.**

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

# #

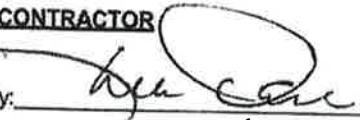
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND AccompanyCo**  
**FOR THE PROVISION OF Consulting SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
22nd DAY June, 2021.

**COUNTY OF INYO**

By:   
Jeff Griffiths  
Type or Print Name  
Dated: 06/22/2021

**CONTRACTOR**

By:   
Thachase CEO  
Type or Print Name  
Dated: 6/4/21

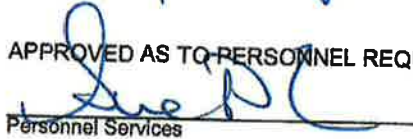
APPROVED AS TO FORM AND LEGALITY:

County Counsel \_\_\_\_\_


APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Accompany Co**  
**FOR THE PROVISION OF Consulting SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

Dated: \_\_\_\_\_

**CONTRACTOR**

By:  \_\_\_\_\_

\_\_\_\_\_  
Thachase CEO  
Type or Print Name

Dated: 6/4/21

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AccompanyCo  
FOR THE PROVISION OF Consulting SERVICES**

**TERM:**

**FROM:** June 1, 2021 **TO:** December 31, 2021

**SCOPE OF WORK:**

See Attached Proposal

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AccompanyCo  
FOR THE PROVISION OF Consulting SERVICES**

**TERM:**

**FROM:** June 1, 2021 **TO:** December 31, 2021

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, 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. 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).

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor's letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

**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.

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.

# Inyo County

## ESSBRC Business Plan

**Re: ESSBRC RFP**

163 May Street, Bishop, CA 93514

Proposal Date: April 30, 2021

---

Thea Chase, CEO

AccompanyCo

PO Box 342

Palisade, CO 81526

970-270-5154

thea@accompanyco.com



## Overview

AccompanyCo is excited to partner with Inyo County to develop a plan to develop business opportunities that lead to economic resiliency and living wage employment. Inyo County has a unique topography and business climate that includes tourism and recreation as well as critical and unique habitats. The diversity of the County is its strength and offers the opportunity to deploy innovative approaches to building the regional economy.

## Project Goals

1. Clearly articulate Eastern Sierra Business Resource Center's goals and plans for the next five years.
2. Define strategies and tactics for developing and/or supporting development of existing and startup businesses in the Eastern Sierra in order to tap into the full business and economic development potential of the Eastern Sierra.
3. Create a working plan to develop the physical space into areas for counseling, workspace, fun space, incubation offices, etc.
4. Develop a viable, comprehensive business plan including; a description of services for short and long term operations, a financing plan, a staffing plan and a plan for expansion of the operating area from local to regional along with a plan for developing strategic partners including Native American Tribes, the Latinx Community, Chambers of Commerce, educational institutions and other local government agencies.

## Approach

AccompanyCo employs an ecosystem approach to build rural economies. Plants only grow when there is fertile ground. Small businesses and entrepreneurs thrive in fertile ecosystems. Starting with an ecosystem evaluation informs exploration of support programs such as the Small Business Resource Center and offers Inyo County insights into a broader set of recommendations that tap the full business and economic development potential of the Eastern Sierra.

We deviate from industry norms by using the principles of the Lean Startup approach in program development and building out the small business and entrepreneurial ecosystem for regions. Key elements of this process are Customer Development and Experimentation. Customer Development employs extensive interviews and testing to

---

validate assumptions around the problem(s) and potential solution(s). Experimentation is a key component of innovation and especially important in rural areas where critical mass is a challenge. Ultimately, there are many models and examples to choose from but what works in a community will differ based on its unique attributes, institutions and people. Through developing proposed solutions aided by primary and secondary research and iterating with experimentation, these lean principles help us to test key assumptions to achieve realistic actionable plans and program-market-fit.

Logistically, AccompanyCo asks that a local working group (WG) is established and include key success partners for the project. The WG would supply important background information; identify individual interviews and small group targets and regional partners; provide introductions; give feedback and overall guidance; and organize larger meetings as necessary.

## Project Services

AccompanyCo proposes to develop a comprehensive business plan for a small business resource center in Bishop California. The plan includes a market analysis, marketing plan, operating plan, staffing plan, financing plan and a plan for long-term expansion. The Market Assessment will include a comprehensive evaluation of the small business and entrepreneurial ecosystem to inform a broader set of recommendations that influence maximum impact and long term strategies.

### Market Analysis and Needs Assessment

We propose an approach that begins with an objective process of assessing the Inyo County portfolio of businesses, regional opportunities and trends to arrive at top prospects for growth and diversification. Having identified the targeted sectors and industry clusters whose growth will further diversify the economy and build resiliency, as well as having evaluated the small business and entrepreneurial ecosystem, the project team can begin developing a business plan, operations plan, funding strategy and marketing/outreach strategy for the Eastern Sierra Small Business Resource Center.

#### **Task 1 Inyo County business portfolio assessment and opportunity analysis**

**Task 1.1 Identify sectors and industry clusters.** Analyze the business inventory to identify the core business sectors and identify existing industry clusters.

**Task 1.2 Chart trends, identify growth sectors, sectors in decline.** Trend analysis using employment, income, company counts, and other state, federal and local data sources to

---

chart trends in identifiable sectors. Identify those that have exhibited growth, those that have been flat, and those in decline.

**Task 1.3 Market opportunity/gap assessment.** Identify opportunities for growth in specific sectors, industry clusters or specific business types. For example, outdoor recreation is a major component of the tourism sector, but are there opportunities to expand the industry to include equipment R&D, manufacturing, film, marketing and other related sub-sectors?

**Task 1.4 Evaluate regional resources and opportunities.** Counties are part of regions. Regional collaboration and complimentary ecosystem and business development is both efficient and yields larger results. Identify key regional ecosystem conditions, partners and industries where Inyo County can collaborate.

**Task 1.5 Establish list of top growth prospects.** Based on the results of the Business Portfolio Assessment, establish a list of sectors, individual businesses and industry clusters that are top growth prospects to target in programming and facilities at the Eastern Sierra Small Business Resource Center.

**Task 1 Deliverables** - Draft Inyo County Business Portfolio Assessment, cluster identification and growth prospects.

## **Task 2 Inyo County Entrepreneurial and Small Business Ecosystem evaluation**

**Task 2.1 Map current conditions.** The ecosystem assessment provides an excellent tool to map current conditions of the ecosystem to support business and identify areas where communities can proactively impact the attractiveness of the region for business growth and startup. Thea Chase's decades of experience with activating entrepreneurial activity and innovation ecosystems in rural areas position her as a highly qualified lead for this component of the project. One is never too young to be an entrepreneur, it's an attitude and an outlook that can be realized by students and those students can become future game-changers. The ecosystem assessment evaluates at the entrepreneurial ecosystem from a number of perspectives:

- Human capital looks at workforce development and education.
- Culture that supports and celebrates small business and entrepreneurship is self-perpetuating. It is characterized by visible successes and encouragement of risk taking and innovation.
- Support describes the infrastructure and support services needed to support a healthy business sector which includes infrastructure components such as business incubators and makerspaces.
- Markets, from the ecosystem perspective, emphasize the pool of entrepreneurs and businesses who need and would benefit from further development of the

---

ecosystem. For example, it would characterize and signal potential clients for a business incubator or makerspaces.

- The policy component describes efforts by government and leadership to clear the pathway for business to operate successfully. It includes proactive programs to provide incentives as well as leadership influence on business friendliness.
- Finance: Having a robust offering of a variety of financial capital instruments in the region as well as technical assistance to guide and help secure funding for businesses is a key factor for regional economies.

**Task 2.2 Recommendations for improvement.** Identify opportunities for improvement, areas of strength and weakness including suggestions for actions and partners.

**Task 2.3 WG Meeting #1 to review Inyo County business portfolio assessment and opportunity analysis and Inyo County Entrepreneurial and Small Business Ecosystem evaluation.**

**Methodology:**

1. Secondary - Digest regional data/reports/demographics for insights on trends and opportunities
2. Primary - Conduct small group and individual interviews with stakeholders, entrepreneurs and ecosystem actors.

**Task 2 Deliverables** - Draft Ecosystem report with recommendations. This report will summarize the condition, gaps, opportunities and recommendations for improvement to the ecosystem to support entrepreneurs and small businesses brought forth through interviews, surveys and focus groups.

## Business Plan for ESSBRC

### Task 3 Marketing Plan

**Task 3.1 Establish Goals and Objectives for 5 years to include KPIs and outcome measurements.**

**Task 3.2 Prepare product/service plan for 5 years.**

Based on the interview results, business portfolio assessment and ecosystem evaluation, articulate the needs or potential demand for services that would spur growth in targeted top prospect businesses or sectors. The assessment of needs will drive product and services recommendations to include business space and technical assistance services. For each product/service the following will be articulated;

- 
- Target Market(s),
  - Value proposition,
  - Channels and Partners,
  - Pricing and
  - Promotion/Communications strategy.

**Task 3.3 WG Meeting #2 to review Goals and Objectives for 5 years to include KPIs and outcome measurements and product/service plan for 5 years.**

**Task 4 Operating Plan**

An operational plan to deliver products and services will be developed. This will include detail on sample events, consulting and mentoring programs, acceleration, incubation and other training programs. The plan for the physical space identified by Inyo County is included in this section.

**Task 5 Staffing Plan**

The staffing plan will tie to the operational plan and include program, management and support staff positions with job descriptions for key employees.

**Task 6 Financial Plan**

The financial plan will include startup and operational projections for five years and possible funding partners and revenue projections.

**Task 7 Plan for long term expansion**

The plan for long term expansion will embrace learnings from the ecosystem assessment and regional opportunities and trends as well as a plan for continuous improvement. The 10-year vision for the Eastern Sierra Small Business Resource Center that includes goals, objectives, performance measures and critical success factors is a component of the long term plan. Products/services beyond the 5-year business plan for the ESSBRC will be discussed in this section.

**Task 7.1 WG Meeting #3 to review Business Plan and Plan for long term expansion.**

**Tasks 3 - 7 Deliverables**

- A 5-year business plan and 10-year vision for the Eastern Sierra Small Business Resource Center.
- Long term plan to expand into a business incubator and/or accelerator; and
- A marketing and communications plan with materials that reflect the Center's goals and objectives to the targeted client base.

## Task 8 Draft and Final Report and Presentations

We produce draft materials for each task as we proceed through the project, gaining input along the way, thus avoiding an overwhelming first draft “log jam” at the end of the project. Our reports are thorough, professionally written and formatted for easy reading.

**Task 8.1 Complete Draft Report** – Compile the interim drafts and findings into a complete draft report for comments.

**Task 8.2 WG Meeting #4 to review the Draft Report.**

**Task 8.3 Public Presentations and Draft Review out for comments.**

**Task 8.4 WG Meeting #5 to review comments.**

**Task 8.5 Final Report** – Final report incorporating comments received.

**Task 8 Deliverables** – Draft and final report, draft and final slideshow and other materials for public presentations.

## Proposed Project Work Plan Schedule

Task		May	Jun	Jul	Aug	Sept
1	Business portfolio assessment and opportunity analysis					
2	Small business and entrepreneurial ecosystem evaluation					
3	Marketing Plan					
4	Operating Plan					
5	Staffing Plan					
6	Financial Plan					
7	Plan for long term expansion					
8	Final report and presentations					



## Financial Commitment

We have provided the costs for each task below. We can refine/adjust to fit the available resources for the project by revising at the sub-task level. The budget assumes that public health restrictions/protocol will allow in-person meetings in Inyo County. If restrictions prohibit in-person meetings, travel costs will be reduced.

Key Activities		Fee
Tasks 1-2 Market and Needs Assessment		
1	Business portfolio assessment and opportunity analysis	\$13,000
2	Small business and entrepreneurial ecosystem evaluation	\$8530
Tasks 3 - 7 Business Plan		
3	Marketing Plan	\$6663
4	Operating Plan	\$1300
5	Staffing Plan	\$1300
6	Financial Plan	\$3900
7	Plan for long term expansion	\$5200
8	Final report and presentations	\$6345
<b>Total Budget</b>		<b>\$46,238</b>

## Consulting Team



**AccompanyCo**

AccompanyCo is a Colorado-based economic development firm focused on startup ecosystems and infrastructure projects to support those ecosystems such as business incubators, accelerators, coworking and makerspaces. AccompanyCo works with companies, communities, and countries to deliver customized solutions and action plans to build thriving regions. Their work emphasizes collaboration amongst stakeholders, private sector driven solutions and a focus on economic and market trends.



**Thea Chase, AccompanyCo Founder and CEO:** Thea has 25 years of broad expertise in the areas of economic and business development including; the design, start and management of programs and organizations; evaluation and recommendations for rural communities, regions and countries to activate entrepreneurial activity and innovation ecosystems; as a policy maker; as a

mentor and advisor for hundreds of companies and as a founder and board member of several startup companies.

Ms. Chase has managed award-winning mixed-use business incubators, founded university entrepreneurship centers, seed accelerators and regional innovation & entrepreneurial ecosystem programs. Thea is actively involved in the Covid relief efforts for small business in Colorado as a member of the Executive Committee of the Energize Colorado Gap Fund, which distributed 26M in grants throughout the state and the founding team of the statewide Energize Colorado Mentor initiative. Thea currently serves on the board of the State Venture Capital Authority. Thea's passion is working with entrepreneurs and building communities interested in engaging entrepreneurs through developing supportive eco-systems. Thea believes in collaboration and efficient use of resources build the greatest impact.

A practitioner for the majority of her career, Thea recently launched AccompanyCo, a consulting firm guiding businesses, communities and countries in business and economic development. Her international work includes Thailand, Middle East and the Caribbean where Thea has deployed best practice frameworks to design infrastructure projects and build capacity to support entrepreneurship and small business ecosystems.



**Jessie Alexander, Associate Consultant, AccompanyCo**

Jessie Becker Alexander is the co-founder and founding CEO of Alydia Health, a medical device company aiming to redefine the treatment for postpartum hemorrhage (PPH), the #1 cause of maternal death in the world. As a result of her work at Alydia Health, she was named one of "Forbes 30 Under 30 in Healthcare" in 2015 and honored as the first recipient of Cal Poly's College of Business Green Award. Alydia Health was recently acquired by Organon, a Merck spinoff, for \$240M.

Previous to Alydia Health, Jessie was instrumental in starting the entrepreneurial movement at Cal Poly. As a founding member of the Cal Poly Entrepreneurship Club, and one of the first employees of the Cal Poly Center for Innovation and Entrepreneurship (CIE), she created and led programs for student entrepreneurs. Most notably, she ran the first two Accelerator programs for the HotHouse, a business incubator and accelerator for both Cal Poly and the San Luis Obispo business community.

Currently, Jessie works as an Entrepreneur in Residence at Sac State's Carlsen Center for Innovation and Entrepreneurship, dreaming up and executing new programs to support the growth of Sacramento's entrepreneurship community.



**Stephanie Ananian, Associate Consultant, AccompanyCo**

With 10 years of experience in project management, nonprofit operations and startup ecosystem building, Stephanie Ananian is passionate about connecting people to resources and building stronger communities. She began her career as the second employee of the Cal Poly SBDC and went on to manage the SBA funded Women's Business Center in San Luis Obispo, California. From there, she developed

specialties in marketing, event planning and corporate engagement while on the development team for the area's largest children and family service nonprofit.

Upon moving across the country in 2017, she joined Packard Place in Charlotte, North Carolina. Here, she managed Charlotte's Entrepreneurial Hub while developing programming, creating and chairing the Packard community advisory committee and directing the largest fintech conference in the Southeast.

She continued her career as a community builder by joining Techstars Ecosystem Development team in December 2019. She's most proud of her research on their ecosystem assessments for Knoxville, Tennessee and Hampton Roads, Virginia. Stephanie enjoys digging into communities to find their strengths, what might be missing and what can be done to propel them forward. She's continuing her work within entrepreneurship ecosystems and business development with Thea Chase and AccompanyCo.



**Lehl Chase-Nason, Administrative Assistant, AccompanyCo**

Lehl has administrative experience in a variety of fields including manufacturing and the service industry. She also has experience in the entrepreneurship field, including participating on a prelaunch research team for a Coworking Facility and launching her own Artisanal Foods small business in Arcata, CA.

Thea Chase and AccompanyCo are partnering with RPI Consulting on this project. We have completed four successful projects with RPI Consulting over the past few years and hope to have another opportunity to work together in Inyo County.



RPI Consulting is an economic planning firm with a 20-year track record of providing small towns and rural counties in the interior Western U.S. with the information and planning tools needed to implement their goals. Since Gabe Preston founded RPI Consulting in 2001, economics and public finance have been at the core of our planning practice. We have provided concise and useful economic impact analysis, public financial analysis, market analysis, feasibility studies, economic development planning and comprehensive/master planning. We design our analysis to support community dialogue and decision-making and to guide communities working to build more resilient and diversified economies. With an accurate and credible base of information upon which all parties can agree, RPI Consulting then initiates and supports a strategic planning process that leads to solutions that are supported by the community and actionable at the local level. We bring a customized approach, solid technical skills, and a determination to understand and resolve the issues at hand.



**Gabe Preston, RPI Consulting Company Owner:** Gabe Preston is the founding company owner and project manager. Gabe is in charge of logistics, pace,

---

administration, cost controls and quality control of each project. As project manager Gabe contributes on a day-to-day basis to each project and will personally attend the major meetings and events. With 22 years of experience as a strategic planner and economic analyst, Gabe has achieved a balance between the information/technical elements of planning and the community outreach side of the job. As the lead consultant on more than twenty comprehensive/master plans and over a dozen economic growth plans, Gabe is an accomplished strategic planner with an inclusive facilitation style that encourages authentic public involvement and builds support for each plan. His ability to build community support is complemented by his technical knowledge. Gabe has been project lead for over two hundred technical planning projects including economic analysis, feasibility studies, utility rate studies, market studies, fiscal analysis, impact fees, economic development planning, infill planning, long-range planning, and GIS mapping. Gabe's educational background is in mathematics and philosophy (BA, St. John's College, Santa Fe) and geography (MA, University of Colorado, Boulder).

## Project Examples

### Strategic Economic Planning

**Business Diversification Strategy, Crowley, Otero and Bent Counties for State of Colorado Prison Utilization Study, (RPI Consulting + Thea Chase/AccompanyCo, 2021)**– In 2020 the Colorado General Assembly passed HB 20-1019 that directed the Colorado Department of Local Affairs (DOLA) to undertake a prison utilization study. The Colorado Department of Local Affairs hired CGL Companies, a long-established and nationally recognized criminal justice consulting firm and RPI Consulting, an economic planning firm, to assist with this important study. The study evaluated prison bed needs in Colorado and explored various scenarios for the future operations and ownership of each of the two privately owned prisons located in Las Animas and Olney Springs, including the option of potentially closing one or both of these privately-owned facilities. Early in the process, RPI Consulting examined the impacts that potential closure of one or both private prisons would have on the economy and on local government, schools and special district budgets. A significant component to the study was an economic diversification strategy for the region which was led by Thea Chase and was designed to stand alone with recommendations regardless of whether the prisons were closed or remained open. The consulting team used an ecosystem framework to evaluate and catalogue conditions to support entrepreneurship and small business development. Recommendations that came out of the evaluation were both incremental and larger in scope providing the community with immediate actionable plans as well as larger projects for their consideration based on momentum already evident in the community.

**Reference:** Traci Stoffel, Colorado Department of Local Affairs, 720 467 4327, [traci.stoffel@state.co.us](mailto:traci.stoffel@state.co.us)

**Town of Mancos, CO, Business Development and Economic Growth Strategy (RPI Consulting 2019)** – The Town of Mancos hired RPI Consulting to develop the town's first ever Business Development and Economic Growth Strategy. Previous planning efforts culminated in the awareness that the town needed a dedicated plan that focused on creating and maintaining a strong local economy. RPI reviewed and synthesized past planning efforts, conducted a business survey that 60 businesses in Mancos completed, interviewed key implementation partners and completed a market assessment that evaluated the current local market conditions and economic opportunities. This process culminated in four primary

business development goals: 1) expand day-to-day shopping and services for area residents, 2) attract tourists to explore Mancos, 3) build on Mancos's own business cluster, 4) make products to sell locally or to export. To accomplish the four goals, the town must have a supportive environment that includes having supportive physical assets and having a supportive business environment for business growth. The work plan outlines strategies that will help the town and its implementation partners ensure the town has an environment that encourages business success and appeals to entrepreneurs.

**Reference:** Heather Alvarez, Town Administrator, Town of Mancos, (970) 533-7725, halvarez@mancoscolorado.com, 117 N. Main Street, Mancos, CO 81328

**“West End,” Towns of Nucla, Naturita and Norwood, CO, Business Development and Diversification Strategy (RPI Consulting + Thea Chase/AccompanyCo, 2017-2021)**



**WEST END ECONOMIC  
DEVELOPMENT CORPORATION**  
MANY TOWNS. ONE COMMUNITY.

Region 10 hired RPI Consulting to create a business development and diversification strategy for the Towns of Nucla, Naturita and Norwood. With the pending shutdown of the Nucla Power Station and the New Horizon Mine, the West End faces the challenge of diversifying the local economy beyond natural resources. RPI worked with the towns and other local partners to develop a plan that identifies the steps for strengthening existing businesses and continuing to diversify and expand the local economy. This project included a business survey that identified the successes and challenges of local businesses and was used to create a comprehensive business inventory. After developing goals for diversifying and expanding local business, RPI conducted workshops in which citizens across the communities prioritized the goals and identified key players, funding sources and timelines. Thea Chase of AccompanyCo then led an implementation team through the Southwest Innovation Corridor, an EDA i6 and State of Colorado Advanced Industries funded project to provide direct assistance to startup and growing firms in the region. An additional 1.2M was raised through EDA, state and foundation dollars to create the Advance West End initiative investing in capacity building to build the ecosystem to support sustainable support for business and workforce development. AccompanyCo delivered a hybrid Accelerator/Incubator program for 7 growth companies as part of this effort in the fall/winter of 2020-21.

**Reference:** Michelle Haynes, Executive Director, Region 10 League for Economic Assistance and Planning, (970) 765-3122, mhaynes@region10.net, 145 S. Cascade, Montrose, CO 81401

**Colorado Main Street Program (RPI Consulting, 2016-Current) – RPI is a pre-qualified consultant for the**



Colorado Department of Local Affairs Colorado Main Street Program and we are actively engaged with Main Street and downtown planning and economic development throughout the state. RPI has conducted market and opportunity assessments, and business and building inventories for multiple communities over the last seven years. Our Main Street projects have included business surveys and market assessments that identified each community's strengths and developed strategies to leverage community assets for increased downtown activity and revitalization. Reference: Gayle Langley, Main

---

Street Coordinator for State of Colorado Main Street Program, (303) 864-7728 [gayle.langley@state.co.us](mailto:gayle.langley@state.co.us),  
1313 Sherman Street, Room 521, Denver CO 80203 Main street clients include:

- City of Trinidad 2020
- City of Lamar, CO, 2019
- Woodland Park, CO, 2019
- Town of Wellington, CO, 2018
- Windsor, CO, 2018
- Montrose, CO, 2018
- Town of Elizabeth, CO, 2018
- Ridgway, CO, 2017
- Lake City, CO, 2017
- Rifle, CO, 2017
- Central City, CO, 2017
- City of Victor, CO, 2016
- Granby, CO, 2016
- Lake City, CO 2016
- Nucla & Naturita, CO 2014

## Business Incubators, Feasibility Analysis

**Rio Blanco County, CO, Outdoor Recreation Business Incubator Feasibility Study (RPI Consulting + Thea Chase/AccompanyCo, 2019)** – The outdoor recreation industry in Rio Blanco County shows great promise and the County recognized that advancing this industry would help diversify the regional economy. Rio Blanco County’s economic base is mainly dependent on two industries: natural resource extraction and government. In recent years, the Rio Blanco County Economic Development staff observed increased activity centered on the outdoor recreation industry. The county secured grant funds to further focus on developing and strengthening the outdoor recreation and tourism industry. To support the diversification of the regional economy, the county enlisted the help of RPI Consulting and Thea Chase of AccompanyCo to develop an Outdoor Recreation Enterprise Platform Feasibility Study. To complete this study, RPI directly contacted outdoor recreation businesses in the county and entrepreneurs planning to locate a business in the county, which resulted in 19 business/entrepreneur interviews. The interview topics covered customer channels and current marketing segments, capacity for existing business expansion, linkages and networking, need for marketing, business opportunities, infrastructure needs, and challenges and limitations. The final study outlined a three-year work plan, staff responsibilities, program operations costs, and potential businesses interested in participating in the business growth accelerator program.

**Reference:** Makala Barton, Economic Development Coordinator, Rio Blanco County, (970) 878-9582, makala.barton@rbc.us, 555 Main Street, Meeker, CO 81641



**Delta Technical College of the Rockies, ENGAGE Business Innovation Center, Regional Food Hub, and Shared Food Retail Store Market Study, Operations Plan and Financial Feasibility Analysis (RPI Consulting, 2018)** The U.S. Economic Development Administration awarded the Delta County School District a grant in 2018 to launch the ENGAGE project. ENGAGE is a Delta County area economic development program that responds to recent job losses associated with coal mine closures by bolstering innovation in the agricultural and energy sectors. ENGAGE consisted of three individual programs: 1) a regional food hub distribution network; 2) a local food shared retail store; and 3) a business innovation center. The school district hired RPI Consulting to develop a market study and cash flow/operations plan for its programs in order to achieve sustainability in the years following the initial grant period. RPI Consulting initiated the project with a market study and cash flow analysis. The market study showed the ENGAGE programs must capture significant portions of regional agricultural production in order to achieve operational sustainability. The market study also demonstrated conditions required to generate a positive cashflow using various capacity targets for each program area. The operations plan examined comparable facilities and management practices used by similar nonprofit and private organizations. RPI completed the operations plan using the market and cash flow data to inform a pragmatic and realistic strategy that accounted for the unique, regional conditions in the Delta County area. Based on the results of the market study and cash flow analysis/operations plan, RPI presented key recommendations for moving forward with the project to minimize the subsidy required from the Delta County School District and partners. **Reference:** Shawn Gardner, ENGAGE Director, (970) 874-6520, [shawn.gardner@tcr.edu](mailto:shawn.gardner@tcr.edu)

---

**Business Incubation and Acceleration Plan, St Lucia (Thea Chase, 2019)** The Government of Saint Lucia wished to strengthen the entrepreneurship ecosystem with the introduction of a business incubation and acceleration program. Invest Saint Lucia (ISL) engaged the services of CREEDA Projects Pty Ltd, with Thea Chase as the lead Consultant, a specialist business incubation and acceleration consulting company, to review previous reports and work in Saint Lucia to develop a comprehensive business framework and plan for business incubation and acceleration. Thea was responsible for the final framework. Building on previous research and reports, the model proposed an Innovation and Entrepreneurship Hub, bringing together ecosystem players in a physical and virtual hub, fostering collaboration and combining incubation, start-up acceleration, growth acceleration, coworking, networking and colocation of the SBDC, also known as SEDU, and other relevant business support providers.

**Reference:** David Headley, +1 (758) 724-9269, dheadley@investstlucia.com

**Southwest Innovation Corridor (Thea Chase, Director 2016-2019)** Thea Chase led the Southwest Innovation Corridor (SWIC), A Telluride Foundation initiative, from 2016-2019 by building momentum in rural southwest Colorado to build the innovation-based economy. The organization was funded through an i6 challenge grant from the Economic Development Commission, an Advanced Industries infrastructure grant from the State of Colorado and a family foundation, SWIC primarily works in the 8 county area from Delta to Cortez, the Utah border to Ouray. Thea was responsible for developing the concepts, partnerships and worked with the Telluride Foundation to raise the \$900k in funds to support the project. Chase fostered partner collaboration for training and services to SWIC region companies through convening and coordinating regional SBDCs, Incubators, Accelerators, Economic Development groups, Startup Colorado and higher education.

**Telluride Venture Accelerator (Thea Chase, Director 2013-2016)** The Telluride Venture Accelerator under Thea's leadership was a private sector model managed by the Telluride Foundation. Startups were recruited from throughout the country to participate in a six-month accelerator program that combined rigorous curriculum and 120+mentors to take companies through business model and product development to launch, funding and growth. Average funding per company within one year was 500k. <https://www.tellurideva.com/>

**Cal Poly - California Polytechnic State University, San Luis Obispo, Small Business Development Center and Center for Innovation and Entrepreneurship (Thea Chase, Managing Director 2010-2013)** Thea Chase was responsible for the founding and growth of the Cal Poly Small Business Development Center and the direction and operation of the Cal Poly Center for Innovation and Entrepreneurship. The SBDC focuses on the development of small businesses and technology-enabled ventures in San Luis Obispo County, CA by providing high-quality business assistance to start-ups and established companies. The Cal Poly Center for Innovation and Entrepreneurship (CIE) helps students and community members acquire the tools, develop the skills and cultivate the mindset of an entrepreneur so that they may create economic and social value throughout the world. While it can mean starting a new business, entrepreneurial careers can be found or created in just about every field, industry, and organization. From a foundation of University entrepreneurship and an entrepreneurial community; Cal Poly CIE and SBDC has built comprehensive programs including a Business Incubator, summer Accelerator, Entrepreneurship Forum series, coworking space, Elevator Pitch competitions, Regional Investor pitch



---

and on campus curriculum and extra-curricular opportunities that combine to make SLO County an robust entrepreneurial and small business community. <https://cie.calpoly.edu/>; <http://sbdc.calpoly.edu/>

**Business Incubator Center, Grand Junction, CO (Thea Chase, Executive Director 1993-2006)** Thea led the Business Incubator Center in Grand Junction for 13+ years moving it to its current location at the former Department of Energy site, leading the process to transfer ownership to the community and developing the hub model as it exists today. BIC supports the launch, growth, stabilization and long-term success of business enterprises in Mesa County and the surrounding region and is the longest standing incubation program in the state and has won over 7 international awards through inBIA, 5 under Thea's leadership including Incubator of the Year. Success is measured by their ability to guide entrepreneurs through sound business decisions and positive influence on economic growth in the region. The hub model includes a 60k sq ft business incubator campus with a 2500 sq ft shared use commercial kitchen, the regional SBDC, contract with the County to manage the regional Enterprise Zone, the regional Business Loan Fund capitalized at over 7M and a Makerspace. <https://gjincubator.org/>



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTHEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3364

# Electric Vehicle Charging System Streamlined Permitting Process

County Administrator

ACTION REQUIRED

### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

### ITEM PRESENTED BY

Tyson Sparrow

### RECOMMENDED ACTION:

Request Board adopt Ordinance 1292, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California Adding Chapter 14.30 to the Inyo County Code and Setting Forth Procedures for Expediting Permitting Processing for Electric Vehicle Charging Systems."

### BACKGROUND / SUMMARY / JUSTIFICATION:

In 2015, the State of California adopted Assembly Bill 1236 (2015, Chiu, Codified as Government Code Section 65850.7), which requires local jurisdictions with a population less than 200,000 residents to adopt an ordinance to create an expedited, streamlined permitting process for electric vehicle charging stations.

An electric vehicle charging station is any level of electric vehicle supply equipment station which deliver electricity from a source outside an electric vehicle into a plug-in electric vehicle. AB 1236 may refer to the recommendations in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research.

### Background

Assembly Bill 1236, which amended Government Code Section 65850.7 to require jurisdictions with a population less than 200,000 residents to establish procedures for expedited, streamlined processes for permitting of electric vehicle charging stations. The amendments to Section 65850.7 include the requirement for a jurisdiction to adopt an ordinance for the expedited, streamlined process. The ordinance shall include the requirement that a jurisdiction adopt a checklist of requirements with which a permit application for an electric vehicle charging station will be eligible for expedited review.

This process includes the establishment of a checklist containing objective requirements for the installation of an electric vehicle charging station and a process for electronic submittal of permit applications. The content of the checklist requires the permit applicant to check the features of the existing electrical service such as rating in amperes, system voltage, connected or calculated load, spare capacity in amperes, voltage and ampere rating of the electric vehicle supply equipment, circuit rating of the electric vehicle supply equipment, location of the electric vehicle supply equipment, if ventilation is/or

is not required, and clearances of the charging equipment to comply with all applicable building and fire safety laws. The checklist also assists the applicant in confirming that the location of the electric vehicle supply equipment will comply with any vehicle clearance requirements in the County's Zoning Ordinance. Section 65850.7 requires that the County's checklist may be based on the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" of the Governor's Office of Planning and Research.

Assembly Bill 1236 (2015) also clarifies that a jurisdiction shall not condition approval of a permit for an electric vehicle charging station based on the approval of an association as defined in California Civil Code, Section 4080.

Staff recommends that County Board of Supervisors introduce for First Reading the attached ordinance, given Government Code Section 65850.7's requirement that local agencies adopt such an ordinance to create an expedited, streamlined permitting process for electric vehicle charging stations. Most of the procedures, such as electronic submittal of plans are currently in place and comply with the requirements of the Assembly Bill and staff are assured that successful implementation of an expedited, streamlined process will be available to permit applicants.

**Next Steps**

Concurrent with the Board's adoption of the ordinance in January, staff is taking measures to meet all requirements of Assembly Bill 1236. This includes finalizing the application checklist in conjunction with the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook", measures for electrical compliance, and standard items for fire prevention safety. Building inspection staff are also developing procedures for expedient and thorough inspection of the electric vehicle charging stations.

<b>FISCAL IMPACT:</b>			
<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	023200 Building & Safety
<b>Budgeted?</b>	No	<b>Object Code</b>	4131 Construction Permits
<b>Recurrence</b>	Ongoing Revenue		
<b>Current Fiscal Year Impact</b>			
Unknown - Revenue would be realized based on actual applications.			
<b>Future Fiscal Year Impacts</b>			
Unknown - Revenue would be realized based on actual applications.			
<b>Additional Information</b>			

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

The Board could choose to not adopt this ordinance and be out of compliance with the ZEV Streamlined Permitting requirements as set forth in AB 1236.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Public Works; Planning; Administration.

**ATTACHMENTS:**

1. Draft Ordinance Electric Charging Permit Streamlining
2. AB 1236 Checklist at Permitting

**APPROVALS:**

Darcy Ellis  
John Vallejo  
Amy Shepherd  
Nate Greenberg

Created/Initiated - 12/28/2022  
Approved - 12/28/2022  
Approved - 12/28/2022  
Final Approval - 12/28/2022

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA ADDING CHAPTER 14.30 TO THE INYO COUNTY CODE AND SETTING FORTH PROCEDURES FOR EXPEDITING PERMITTING PROCESSING FOR ELECTRIC VEHICLE CHARGING SYSTEMS**

**WHEREAS**, the State of California and the County of Inyo have consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

**WHEREAS**, the State of California recent adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and

**WHEREAS**, creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the County's reliance on environmentally damaging fossil fuels.

**NOW, THEREFORE**, the Board of Supervisors of the County of Inyo ordains as follows:

**SECTION I.** Chapter 14.30 of the County of Inyo County Code is hereby added to read as follows:

**“Chapter 14.30: EXPEDITED ELECTRIC VEHICLE CHARGING SYSTEM PERMITTING PROCESS**

**14.30.010 Definitions.**

The terms, phrases, and words used in this Ordinance shall be construed in compliance with the definitions set forth by California Government Code Section 65850.7.

**14.30.020 Purpose.**

Expedited Electric Vehicle Charging Station Permitting Electric Vehicle Charging Stations which qualify for expedited permit processing, pursuant to Government Code Section 65850.7, shall be subject to the administrative permitting procedures set forth in this Chapter.

**14.30.030 Expedited Review Process.**

Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited administrative permit review process for electric vehicle charging stations and adopt a checklist of all requirements with which electric vehicle

charging stations shall comply with in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” published by the Governor’s Office of Planning and Research. The County’s adopted checklist shall be published on the County’s website.

#### **14.30.030 Electronic Submittal.**

Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

#### **14.30.040 Association Approval:**

Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

#### **14.30.050 Permit Application Processing.**

A permit application that satisfies the information requirements in the County’s adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the County adopted checklist, and is consistent with all applicable laws, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the County. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

#### **14.30.060 Technical Review.**

It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official’s authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, County may require the applicant to apply for a use permit.

**14.30.070 Application Processing.**

Any provision of the County of Inyo County Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.”

**SECTION II: Severability.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The County Board of Supervisors hereby declares that it would have passed this Ordinance, and each Section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**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:**

\_\_\_\_\_  
**Jennifer Roeser, Vice Chairperson  
Inyo County Board of Supervisors**

**ATTEST:**  
**Nate Greenberg  
Clerk of the Board**

**By:** \_\_\_\_\_  
Darcy Ellis, Assistant

# COUNTY OF INYO

## RESIDENTIAL AND NON-RESIDENTIAL CHECKLIST FOR PERMITTING ELECTRIC VEHICLES AND ELECTRIC VEHICLE SERVICE EQUIPMENT (EVSE)

Please complete the following information related to permitting and installation of Electric Vehicle Service Equipment (EVSE) as a supplement to the application for a building permit. This checklist contains the technical aspects of EVSE installations and is intended to help expedite permitting and use for electric vehicle charging.

Upon this checklist being deemed complete, a permit shall be issued to the applicant. However, if it is determined that the installation might have a specific adverse impact on public health or safety, additional verification will be required before a permit can be issued.

This checklist substantially follows the *“Plug-In Electric Vehicle Infrastructure Permitting Checklist”* contained in the *Governor’s Office of Planning and Research “Zero Emission Vehicles in California: Community Readiness Guidebook”* and is purposed to augment the guidebook’s checklist.

Job Address:	Permit No.
<input type="checkbox"/> Single-Family <input type="checkbox"/> Multi-Family (Apartment) <input type="checkbox"/> Multi-Family (Condominium)	
<input type="checkbox"/> Commercial (Single Business) <input type="checkbox"/> Commercial (Multi-Businesses)	
<input type="checkbox"/> Mixed-Use <input type="checkbox"/> Public Right-of-Way	
Location and Number of EVSE to be Installed:	
Garage _____            Parking Level(s) _____            Parking Lot _____            Street Curb _____	
Description of Work:	



Applicant Name:	
Applicant Phone & email:	
Contractor Name:	License Number & Type:
Contractor Phone & email:	
Owner Name:	
Owner Phone & email:	

EVSE Charging Level: <input type="checkbox"/> Level 1 (120V) <input type="checkbox"/> Level 2 (240V) <input type="checkbox"/> Level 3 (480V)	
Maximum Rating (Nameplate) of EV Service Equipment = _____ kW	
Voltage EVSE = _____ V	Manufacturer of EVSE: _____
Mounting of EVSE: <input type="checkbox"/> Wall Mount <input type="checkbox"/> Pole Pedestal Mount <input type="checkbox"/> Other _____	

System Voltage: <input type="checkbox"/> 120/240V, 1 $\phi$ , 3W <input type="checkbox"/> 120/208V, 3 $\phi$ , 4W <input type="checkbox"/> 120/240V, 3 $\phi$ , 4W <input type="checkbox"/> 277/480V, 3 $\phi$ , 4W <input type="checkbox"/> Other _____
Rating of Existing Main Electrical Service Equipment = _____ Amperes
Rating of Panel Supplying EVSE (if not directly from Main Service) = _____ Amps
Rating of Circuit for EVSE: _____ Amps / _____ Poles
AIC Rating of EVSE Circuit Breaker (if not Single Family, 400A) = _____ A.I.C. <i>(or verify with Inspector in field)</i>

Specify Either Connected, Calculated or Documented Demand Load of Existing Panel:

• Connected Load of Existing Panel Supplying EVSE = \_\_\_\_\_ Amps

• Calculated Load of Existing Panel Supplying EVSE = \_\_\_\_\_ Amps

• Demand Load of Existing Panel or Service Supplying EVSE = \_\_\_\_\_ Amps  
(Provide Demand Load Reading from Electric Utility)

Total Load (Existing plus EVSE Load) = \_\_\_\_\_ Amps

*For Single Family Dwellings, if Existing Load is not known by any of the above methods, then the Calculated Load may be estimated using the "Single-Family Residential Permitting Application Example" in the Governor's Office of Planning and Research "Zero Emission Vehicles in California: Community Readiness Guidebook" <https://www.opr.ca.gov>*

EVSE Rating \_\_\_\_\_ Amps x 1.25 = \_\_\_\_\_ Amps = Minimum  
Ampacity of EVSE Conductor = # \_\_\_\_\_ AWG

For Single-Family: Size of Existing Service Conductors = # \_\_\_\_\_ AWG or  
kcmil

- or - : Size of Existing Feeder Conductor  
Supplying EVSE Panel = # \_\_\_\_\_ AWG or  
kcmil

*(or Verify with Inspector in field)*

I hereby acknowledge that the information presented is a true and correct representation of existing conditions at the job site and that any causes for concern as to life-safety verifications may require further substantiation of information.

Signature of Permit Applicant: \_\_\_\_\_ Date: \_\_\_\_\_



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3373

### Termination of Local Emergency Declaration - Here It Comes Flooding

#### County Administrator - Emergency Services

ACTION REQUIRED

**ITEM SUBMITTED BY**

Mikaela Torres, Emergency Services Manager

**ITEM PRESENTED BY**

Mikaela Torres, Emergency Services Manager

**RECOMMENDED ACTION:**

Request Board approve staff's recommendation to terminate the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack in 2017 posing extreme peril to the safety of property and persons in Inyo County.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

During your March 28, 2017 Board of Supervisors meeting, your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board conclude this review and move the County from the Response stage to the Recovery stage of the Here It Comes Emergency.

**FISCAL IMPACT:**

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			

**Additional Information**

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

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Resolution No. 2017-15 Amended

**APPROVALS:**

Darcy Ellis	Created/Initiated - 12/28/2022
Darcy Ellis	Approved - 12/28/2022
Mikaela Torres	Approved - 12/28/2022
John Vallejo	Approved - 12/28/2022
Nate Greenberg	Final Approval - 12/28/2022

**AMENDED - RESOLUTION NO. 2017-15**

**A RESOLUTION OF THE  
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA,  
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY, KNOWN AS THE 'HERE IT COMES'  
EMERGENCY, RESULTING FROM 2017 PRECIPITATION AND PROJECTED SPRING RUNOFF  
CONDITIONS**

**WHEREAS**, Section 2.56.060 of the Inyo County Code empowers the Director of Emergency Services to request the Board of Supervisors to proclaim the existence or threatened existence of a “local emergency” and recommend that the Chairman of the Board of Supervisors request the Governor to proclaim a “state of emergency” when, in the opinion of the Director, the locally available resources are inadequate to cope with the emergency; and,

**WHEREAS**, California Government Code section 8558(c) defines a “local emergency” as the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission; and,

**WHEREAS**, consecutive severe storm systems resulting from atmospheric river weather phenomena swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2017 bringing record amounts of snow and rain to Inyo County; and,

**WHEREAS**, the compounding effects of these storm systems damaged County roads and resulted in isolated flooding that necessitated the Inyo County Board of Supervisors proclaiming a local emergency known as the Rocky Road Emergency; and,

**WHEREAS**, these same storm events resulted in the Governor of the State of California issuing a state of emergency proclamation on January 23, and March 7, 2017, and the President of the United States approving major disaster declarations on February 14, and March 16, 2017; and,

**WHEREAS**, the City of Los Angeles Department of Water and Power (LADWP) has reported that the precipitation from these 2017 storm events have produced a snowpack equal to 241 percent of normal-to-date as of March 15, 2017; and,

**WHEREAS**, the State of California Department of Water Resources March 1, 2017 Summary of Water Conditions reports that the South Lahontan Hydrologic Region had 255% of normal-to-date snowpack water equivalent on March 1, 2017, which is forecast to produce 195% of normal April through July runoff; and,

**WHEREAS**, the City of Los Angeles owns the property rights to 90-percent of the surface water in the Owens Valley and, through its Department of Water and Power maintains and operates an extensive conveyance system to collect and deliver Owens Valley water to the City of Los Angeles; and,

**WHEREAS**, even in years of normal, or slightly-above normal snowpack, the runoff can result in isolated flooding and damage to private, Tribal, and public property and infrastructure, including County roads, bridges and campgrounds; and,

**WHEREAS**, in anticipation of the effects of the 2017 runoff, the County of Inyo Office of Emergency Services has convened meetings to conduct pre-planning and increased readiness with LADWP and other allied agencies, including the City of Bishop, Southern California Edison, Caltrans, local Indian Tribes, National Park Service, California Department of Fish and Wildlife, Lahonton Water Board, local water associations, local volunteer fire departments, California Highway Patrol, Great Basin Unified Air Pollution Control District, Bureau of Land Management and Cal Fire, on March 8, March 15, March 24, April 3, April 17, May 1, May 15, June 6, June 12 and June 26, 2017, and will continue these efforts as long as emergency conditions persist; and,

**WHEREAS**, based on its current forecasts, LADWP estimates that overall April, 2017 through March, 2018 runoff in the Owens River drainage will be 750,000 to 1 million acre-feet of water, and may be more than double the normal amount of runoff of 412,284 acre-feet; and,

**WHEREAS**, the LADWP is still assembling historic runoff and weather data from similar record snowpack years of 1969 and 1983 to model weather conditions and peak daily creek flows, and this data is essential for developing likely flood scenarios that could threaten private, Tribal and public property and infrastructure; and,

**WHEREAS**, the County is partnering with LADWP and SCE to create a process for the collection and integration of river, creek, dam and reservoir flow data to assist in the development of future river forecasting for the Owens Valley; and,

**WHEREAS**, there are gaps in the data that is available to properly develop a model in forecasting what this year's record runoff will produce; and,

**WHEREAS**, the coordinated efforts of integrating the multi-agency historic and real time flow data will provide the California Nevada River Forecast Center the information needed to create an accurate model for future river forecasting throughout the Owens Valley; and,

**WHEREAS**, current climate trends toward warmer air temperatures may contribute to and exacerbate periods of excessive snowmelt runoff; and,

**WHEREAS**, in any year, the timing and volume of snowpack runoff is dependent on temperature and precipitation events which may continue throughout the spring and summer and are intrinsically difficult to predict; and,

**WHEREAS**, the County of Inyo is not a flood control agency and does not have a flood control district; and,

**WHEREAS**, the ability to avoid or minimize flooding associated with runoff is dependent on LADWP's ability to successfully manage its property, diverting water from creeks and other conveyance structures and spreading water through its diversion structures, flood basins, and infrequently used ditches and canals; and,

**WHEREAS**, in 1983, LADWP diversion structures and by-passes on Big Pine and Lone Pine creeks failed, flooding neighboring Tribal lands and damaging County roads and State Highway 395; and,

**WHEREAS**, based on LADWP maps showing water spreading associated with the 1969 runoff, the spreading of water associated with 241-percent of normal-to-date snowpack and 750,000 to 1 million acre-feet of runoff will likely create conditions on lands owned by the City of Los Angeles whereby filled spreading basins and standing water throughout the Owens Valley will promulgate mosquitoes and other vector associated diseases such as West Nile Virus and risks to public health; and,

**WHEREAS**, it is critical that LADWP updates its water spreading maps as time and resources permit for future reference, to reflect and include the 2017 runoff data that was collected and recorded; and,

**WHEREAS**, Inyo County's Owens Valley Mosquito Abatement District typically treats 1,700 acres of land each year and, based on projected run-off in 2017 and 1969 water spreading maps, projects that it will need to treat and monitor 15,000 acres of land, well beyond the reach of its staff, equipment and fiscal resources; and,

**WHEREAS**; the spreading of water during the 1969 runoff propelled the propagation of salt cedar (*Tamarix ramosissima*) and other invasive plant species; and,

**WHEREAS**, a salt cedar tree is a non-native tree that, when mature, can consume 200-gallons of water per day, and the County of Inyo and LADWP have cooperated in funding over \$5,000,000 for a salt cedar control program that has resulted in thousands of acres of salt cedar being eradicated since 1992; and,

**WHEREAS**, other invasive weeds, such as perennial pepperweed which has been managed for more than 25 years in the Owens Valley costing in excess of \$10,000,000, can rapidly colonize in flooded areas and take decades to remove once established causing economic and ecological damage; and,

**WHEREAS**, the City of Los Angeles has spent over \$1 Billion dollars to meet its legal obligations to control dust emissions on Owens Dry Lake and protect the public health and safety, and LADWP's associated dust control infrastructure is threatened by potential inundation; and,

**WHEREAS**, LADWP's necessary releases from reservoirs in Mono and Inyo counties to create capacity for the 2017 runoff and prevent water spilling over Long Valley Dam and Pleasant Valley Dam have resulted in high river flows and erosion below Pleasant Valley Dam that currently threatens public safety, has caused the relocation of vault toilets and has impacted camp sites at the Pleasant Valley Campground; and,

**WHEREAS**, on March 20, 2017, the Mayor of Los Angeles proclaimed that a local emergency now exists throughout the lands adjacent to the City's Los Angeles Aqueduct, its water gathering facilities, its water delivery facilities, and its air quality control facilities located in Mono, Inyo, Kern and Los Angeles Counties and in the City of Los Angeles; and,

**WHEREAS**, pursuant to California Government Code section 8558(c) the proclamation of a local emergency by the City of Los Angeles only pertains to the existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of the City of Los Angeles and thereby has no force or effect in the County of Inyo; and,

**WHEREAS**, the County of Inyo and LADWP, along with all allied agencies in the County, have always cooperated and provided mutual assistance during local emergencies in Inyo County; and,

**WHEREAS**, by its definition, the proclamation of a "local emergency" in the City of Los Angeles means the conditions of disaster or of extreme peril to the safety of property and persons associated with the 2017 runoff are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Los Angeles and LADWP, including its operations in the Owens Valley; and,

**WHEREAS**, 2017 runoff conditions threaten the safety of property and persons in Inyo County by flooding private, Tribal and public property; by damaging and/or destroying infrastructure including a portion of Round Valley Road and Pine Creek Bridge, water conveyance and diversion structures, dust control apparatus, sanitary facilities, and campgrounds; creating conditions that propagate mosquitoes and other vectors that harbor disease and threaten public health; and, posing long-term environmental threats associated with the spread of invasive species; and,

**WHEREAS**, projected run-off conditions necessitating this Local Emergency Proclamation materialized on May 16, 2017, with the LADWP's activation of the Bishop Creek by-pass and have since grown in magnitude and consequence with increasingly high temperatures; and,

**WHEREAS**, the County of Inyo and its allied agencies, including LADWP, are now and have been actively responding to the emergency created by run-off conditions; and,

**WHEREAS**, run-off conditions have now closed eight (8) County roads, destroyed the Pine Creek Bridge, begun to undermine the Bishop Creek by-pass structure essential for diverting flood waters around the City of Bishop, impacted private and public property, including the viability for local businesses, and these impacts and damages continue to grow as flood waters are not receding and not expected to recede for weeks; and,

**WHEREAS**, flooding, and water spreading activities necessary to minimize potential flooding have resulted in the creation of mosquito and invasive species habitat that are beyond the capabilities of Inyo County staff and resources to immediately and effectively and thoroughly treat, thereby creating public health and environmental threats; and,

**WHEREAS**, proactively preparing, mitigating and responding to the threatened effects of the 2017 runoff has helped, to date, to minimize flooding and damage to public and private property that would otherwise occurred if these measures had not been taken, and ensure the relative safety and enjoyment of millions of visitors that have come to Inyo County to enjoy the unparalleled natural wonders of Inyo County and, in turn, protected the County's tourism economy; and,

**WHEREAS**, if the threatened effects of the 2017 runoff continues to impact the Owens Valley and are deemed beyond the control of the services, personnel, equipment, and facilities of the City of Los Angeles and LADWP, including its operations in the Owens Valley, the effects of the 2017 runoff are certainly beyond the resources of the County of Inyo and its other allied agencies; and,

**WHEREAS**, the Director of Emergency Services for the County of Inyo has found that the increased threatening conditions of disaster and of extreme peril to the safety of persons and property have arisen in Inyo County as the result of the current runoff from precipitation events in 2017, and that these conditions are likely to be beyond the capacity and control of the services, equipment, personnel, facilities and the fiscal resources of the County of Inyo.

**NOW, THEREFORE, BE IT RESOLVED**, that the Inyo County Board of Supervisors does hereby proclaim the existence of a Local Emergency in Inyo County as the result of 2017 weather events and heavy runoff conditions; and,

**BE IT FURTHER RESOLVED**, that the Inyo County Board of Supervisors hereby directs the staff of the County of Inyo to cooperate with and assist the City of Los Angeles Department of Water and Power in managing its water resources in the Owens Valley during the 2017 runoff to prioritize the protection of persons and private, Tribal and public property and infrastructure in the communities of Inyo County; and,

**BE IT FURTHER RESOLVED AND REQUESTED** that the Director of the Governor's Office of Emergency Services concur in this declaration of a Local Emergency; and,

**BE IT FURTHER RESOLVED**, that the Inyo County Board of Supervisors request that this amended emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance available to mitigate and recover from the damages and effects of the 2017 runoff to the safety of property and persons in Inyo County including threats to private, Tribal and public property and infrastructure, public health, environmental health, and the County's economy described but not limited herein, including that available under the California Disaster Assistance Act (CDAA); and,

**BE IT FURTHER RESOLVED**, that the Governor's Office of Emergency Services provide, without further delay, the County of Inyo with two flood fight containers from the Department of Water Resources, first offered to and requested by the County in 2015; and,



**BE IT FURTHER RESOLVED**, that the Inyo County Board of Supervisors hereby reiterates that all requests for State assistance, and the provision of any State assistance sought or provided in response to this Local Emergency, including regulatory waivers and permissions from local and State agencies, be coordinated and approved through the County's Unified Command and, whenever possible, through the Inyo County Board of Supervisors as the governing body of the Inyo County Operational Area; and,

**BE IT FURTHER RESOLVED**, that the Inyo County Board of Supervisors authorizes the Director of Emergency Services or his designee to make any changes to this emergency proclamation that may be requested by the Governor's Office of Emergency Services; and,

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

**PASSED AND ADOPTED** this 27<sup>th</sup> day of June, 2017, by the following vote of the Inyo County Board of Supervisors:

AYES: -5-  
NOES: -0-  
ABSENT: -0-  
ABSTAIN: -0-

  
\_\_\_\_\_  
Chairperson, Inyo County Board of Supervisors

Attest: *Kevin D. Carunchio*  
Clerk of the Board

By:   
\_\_\_\_\_  
*Darcy Ellis, Assistant*



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3374

### Termination of Local Emergency Declaration - Tropical Storm Kay

#### County Administrator - Emergency Services

ACTION REQUIRED

**ITEM SUBMITTED BY**

Mikaela Torres, Emergency Services Manager

**ITEM PRESENTED BY**

Mikaela Torres, Emergency Services Manager

**RECOMMENDED ACTION:**

Request Board approve staff's recommendation to terminate the local emergency proclaimed in response to flash flooding due to Tropical Storm Kay in South County in September 2022.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

During your September 20, 2022 Board of Supervisors meeting, your Board took action to approve Resolution 2022-35, declaring the existence of a local emergency. The local emergency was proclaimed in response to extreme flash flooding throughout south county, including Death Valley National Park, commencing September 10 due to Tropical Storm Kay.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board conclude this review and move the County from the Response stage to the Recovery stage of Tropical Storm Kay.

**FISCAL IMPACT:**

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

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

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Resolution No. 2022-35

**APPROVALS:**

Darcy Ellis	Created/Initiated - 12/28/2022
Darcy Ellis	Approved - 12/28/2022
Mikaela Torres	Approved - 12/28/2022
John Vallejo	Approved - 12/28/2022
Nate Greenberg	Final Approval - 12/28/2022

**RESOLUTION NO. 2022-35**

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

**WHEREAS**, a severe thunderstorm system has swept over portions of Inyo County; and

**WHEREAS**, this weather pattern has culminated, to date, with the most violent portion of the storm occurring between September 10, 2022 and September 12, 2022, and resulting in torrential rains, high winds, electrical storms, mud and debris flows and other localized flooding and landslides throughout portions of central, south, and southeastern portions of Inyo County; and,

**WHEREAS**, the extent of damage to County roads and highways is still being assessed, and this effort is slowed by impassable road conditions marked by washouts and continued flooding; and,

**WHEREAS**, road damage from the emergency event resulted in the closure of several County roads and State highways, and may take months and at least hundreds of thousands of dollars to repair.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** as follows

**Section 1:** The Inyo County Board of Supervisors does hereby proclaim the existence of a Local Emergency in Inyo County as a result of severe weather conditions, including violent thunderstorms sweeping over portions of Inyo County resulting in torrential rains, high winds, electrical storms, mud and debris flows, and other localized flooding throughout portions of the central, south and southeastern portions of Inyo County; and,

**Section 2:** The Inyo County Board of Supervisor's requests the Director of the Governor's Office of Emergency Services concur in this proclamation of a local emergency.

**Section 3:** A copy of this declaration shall be forwarded to the Governor of California with the request that he proclaim the County of Inyo to be a state of emergency.

**Section 4:** The Inyo County Board of Supervisors request that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance, including that available under the California Disaster Assistance Act (CDAA) and the U.S. Small Business Administration (SBA).

**PASSED AND ADOPTED** this 20th day of September 2022 by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

**AYES:** -4- Supervisors Griffiths, Kingsley, Pucci, Roeser

**NOES:** -0-

**ABSTAIN:** -0-

**ABSENT:** -1- Supervisor Totheroh



\_\_\_\_\_  
Vice Chair, Board of Supervisors  
County of Inyo

**ATTEST: Nathan Greenberg**  
Clerk of the Board

By:   
\_\_\_\_\_  
Assistant Clerk of the Board



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3372

### Termination of Local Emergency Declaration - August 2022 Floods

#### County Administrator - Emergency Services

ACTION REQUIRED

#### ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

#### ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

#### RECOMMENDED ACTION:

Request Board approve staff's recommendation to terminate the local emergency proclaimed in response to flash flooding in Death Valley National Park in August 2022.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

During your August 16, 2022 Board of Supervisors meeting, your Board took action to approve Resolution 2022-29, ratifying the Director of Emergency Service's August 12 proclamation of the existence of a local emergency. The local emergency was proclaimed in response to extreme flash flooding throughout the county, including Death Valley National Park, commencing August 5.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board conclude this review and move the County from the Response stage to the Recovery stage of the August 2022 Floods.

#### FISCAL IMPACT:

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

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Resolution No. 2022-29

**APPROVALS:**

Darcy Ellis	Created/Initiated - 12/28/2022
Darcy Ellis	Approved - 12/28/2022
Mikaela Torres	Approved - 12/28/2022
John Vallejo	Approved - 12/28/2022
Nate Greenberg	Final Approval - 12/28/2022

**RESOLUTION NO. 2022-29**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,  
CONFIRMING AND RATIFYING THE DECLARATION BY THE DIRECTOR OF  
EMERGENCY SERVICES FOR THE COUNTY OF INYO, PROCLAIMING THE  
EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, a severe thunderstorm system has swept over portions of Inyo County on or about the week of August 1, 2022; and

**WHEREAS**, this weather pattern has culminated, to date, with the most violent portion of the storm occurring on August 5, 2022, and resulting in torrential rains, high winds, electrical storms, mud and debris flows and other localized flooding and landslides throughout portions of central, south and south eastern portions of Inyo County; and,

**WHEREAS**, the extent of damage to County roads and highways is still being assessed, and this effort is slowed by impassable road conditions marked by washouts and continued flooding; and,

**WHEREAS**, known road damage and destruction poses a threat to persons and property; and

**WHEREAS**, road damage from the emergency event resulted in the closure of nearly the entirety of Death Valley National Park, and extends beyond the Death Valley roads, affects other County and State highways, and may take months and at least hundreds of thousands of dollars to repair; and,

**WHEREAS**, these monsoonal weather conditions threatened lives, stranded motorists and tourists and other travelers throughout portions of the County, damaged and destroyed County roads and State highways and routes, damaged and destroyed the property and infrastructure serving local businesses; and,

**WHEREAS**, Death Valley National Park attracts millions of visitors each year, and serves as a critical east-west transportation corridor for travelers passing through the park each year; and,

**WHEREAS**, severe economic hardship will occur to local businesses, the National Park Service and the County due to the closure of Death Valley National Park and the lack of services and access to the heavily damaged and impacted Death Valley National Park; and,

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the county, caused by extreme flash flooding, commencing on August 5, 2022, at which time the Board of Supervisors was not in session; and,

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



**WHEREAS**, the Director of Emergency Services did proclaim the existence of a local emergency within the county on August 12, 2022, a copy of which is attached to this Resolution as Attachment A.

**WHEREAS**, said Board of Supervisors does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** as follows

**Section 1:** The Inyo County Board of Supervisors does hereby ratify the declaration of the Director of Emergency Services and proclaims the existence of a Local Emergency in Inyo County as a result of severe weather conditions, including violent thunderstorms sweeping over portions of Inyo County resulting in torrential rains, high winds, electrical storms, mud and debris flows, and other localized flooding throughout portions of the central, south and south eastern portions of Inyo County; and,

**Section 2:** The Inyo County Board of Supervisor's requests the Director of the Governor's Office of Emergency Services concur in this proclamation of a local emergency.

**Section 3:** A copy of this declaration shall be forwarded to the Governor of California with the request that he proclaim the County of Inyo to be a state of emergency.

**Section 4:** The Inyo County Board of Supervisors request that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance, including that available under the California Disaster Assistance Act (CDAA) and the U.S. Small Business Administration (SBA).

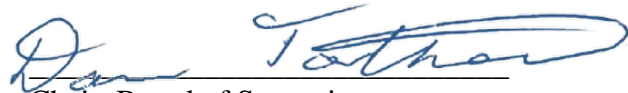
**APPROVED AND ADOPTED** on this 16th day of August, 2022, by the Inyo County Board of Supervisors, County of Inyo:

AYES: -5- Supervisors Griffiths, Kingsley, Pucci, Roeser, Totheroh

NOES: -0-


ABSTAIN: -0-

ABSENT: -0-



Chair, Board of Supervisors  
County of Inyo

ATTEST: Leslie L. Chapman  
Clerk of the Board

By:   
Assistant Clerk of the Board



**COUNTY OF INYO**  
ADMINISTRATOR'S OFFICE  
**LESLIE L. CHAPMAN**  
COUNTY ADMINISTRATIVE OFFICER



---

**DECLARATION BY THE DIRECTOR OF EMERGENCY SERVICES  
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,  
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, a severe thunderstorm system has swept over portions of Inyo County on or about the week of August 1, 2022; and

**WHEREAS**, this weather pattern has culminated, to date, with the most violent portion of the storm occurring on August 5, 2022, and resulting in torrential rains, high winds, electrical storms, mud and debris flows and other localized flooding and landslides throughout portions of central, south and south eastern portions of Inyo County; and,

**WHEREAS**, the extent of damage to County roads and highways is still being assessed, and this effort is slowed by impassable road conditions marked by washouts and continued flooding; and,

**WHEREAS**, known road damage and destruction poses a threat to persons and property; and

**WHEREAS**, road damage from the emergency event resulted in the closure of nearly the entirety of Death Valley National Park, and extends beyond the Death Valley roads, affects other County and State highways, and may take months and at least hundreds of thousands of dollars to repair; and,

**WHEREAS**, these monsoonal weather conditions threatened lives, stranded motorists and tourists and other travelers throughout portions of the County, damaged and destroyed County roads and State highways and routes, damaged and destroyed the property and infrastructure serving local businesses; and,

**WHEREAS**, Death Valley National Park attracts millions of visitors each year, and serves as a critical east-west transportation corridor for travelers passing through the park each year; and,

**WHEREAS**, severe economic hardship will occur to local businesses, the National Park Service and the County due to the closure of Death Valley National Park and the lack of services and access to the heavily damaged and impacted Death Valley National Park and,

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the county, caused by extreme flash flooding, commencing on August 5, 2022, at which time the Board of Supervisors was not in session; and,

**WHEREAS**, these damages caused by these conditions are likely to be beyond the control of the services, personnel, equipment, facilities and fiscal resources of the County of Inyo; and

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

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

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

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

**BE IT FURTHER RESOLVED AND REQUESTED** that the Director of the Governor's Office of Emergency Services concur in this declaration of a local emergency; and,

**BE IT FURTHER RESOLVED AND REQUESTED** that Governor of the State of California proclaim a State Emergency in Inyo County; and,

**BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED** that during the existence of this local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by State law, by ordinances, and resolutions, and that this emergency shall be deemed to continue to exist until either the Governor of the State of California, or the Board of Supervisors of the County of Inyo, State of California, proclaims its termination, or if the Board of Supervisors of the County of Inyo does not ratify this proclamation within seven days of its issuance. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance, including that available under the California Disaster Assistance Act (CDAA) and the U.S. Small Business Administration (SBA).

**DECLARED** this 12<sup>th</sup> day of August, 2022, by the Director of Emergency Services of the County of Inyo.



Leslie Chapman, County Administrative Officer  
Director of Emergency Services  
County of Inyo, State of California



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTHEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3312

### Agreement with State of California Business, Consumer Services and Housing Agency for HHAP 3 Funding Health & Human Services

ACTION REQUIRED

#### ITEM SUBMITTED BY

Marilyn Mann, HHS Director

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director, Anna Scott, HHS Deputy Director - Public Health, Melissa Best-Baker, Deputy Director - Fiscal Oversight and Special Operations

#### RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and the Business, Consumer Services and Housing Agency (BCSH) of the State of California Department of General Services for the provision of Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP 3) in an amount not to exceed \$619,231.17 for the period commencing upon BCSH approval of agreement through December 31, 2026, and authorize the HHS Director to sign the standard agreement (STD 213), initial designated pages of Exhibits A-F, and sign and submit the HHAP 3 Remainder Disbursement Request for Funds Form.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Homeless Housing, Assistance, and Prevention Program (HHAP) was established in the FY 2019-2020 State budget as a one-time block grant. HHAP was designed to provide jurisdictions with one-time grant funding to support regional coordination, as well as to expand and/or develop regional capacity to address homelessness challenges. There are four rounds of HHAP funding available to local jurisdictions through an application and allocation award process. Funds must be expended on evidence-based solutions that address and prevent homelessness among eligible populations. Authorized expenditures include rental assistance/rapid rehousing operating subsidies for supportive housing units, shelters, and navigation centers; landlord incentives; outreach and coordination; systems support for activities needed to create regional partnerships and maintain homeless and housing services; delivery of permanent housing and innovative housing solutions such as hotel/motel conversions; prevention and shelter diversion; and new navigation centers and emergency shelters.

Eligible applicants include large cities and counties with funding allocations based, in part, on the homeless census as determined through the point-in-time count. Continuum of Care (CoC) access to funds is affected through the application of the CoC's collaborative applicant, the CoC administrative entity. Inyo County is part of the Eastern Sierra Continuum of Care (ESCoC), CA-530, which includes Inyo, Mono, and Alpine counties. The ESCoC is a coalition of service providers, counties, county

agencies, and stakeholders who work towards identifying solutions to homelessness on a local and regional level. The ESCoC's administrative entity during the first two rounds of HHAP application and funding grant disbursements was IMACA, a local non-profit agency. IMACA acted as the CoC's collaborative applicant until early 2022 when they gave notice of their inability to continue in this role. This left the ESCoC unable to access certain funding resources to address homelessness, as certain funds require the designated Collaborative Applicant of a CoC to apply on behalf of the jurisdiction.

Inyo County Health and Human Services agreed to take the role of Collaborative Applicant, as well as the lead agency for the Homeless Management Information System (HMIS) in May 2022, and has worked with the Department of Housing and Urban Development and California's Business, Consumer Services and Housing Agency (BCSH) to become the designated administrative entity. This designation allowed the department to apply for the third round of HHAP funding in July 2022, on behalf of the ESCoC, as well as pooling the county allocations available to Inyo and Mono counties into the application, bringing the total grant request to \$619,231.17, maximizing the funding available to serve all three counties in the region.

The ESCoC recommendations for the use of HHAP 3 funding include funding for administrative activities; outreach and engagement; diversion and homeless prevention; and permanent supportive and service-enriched housing. The funds will primarily be used to deliver permanent housing and innovative housing solutions in order to support existing housing projects in Inyo and Mono counties, and to ensure that gaps in funding resulting from increased or unplanned cost overruns do not disrupt project completion. The projects, such as Innsbruck Project Home Key in Mono County or Silver Peaks in Inyo County, were identified by the ESCoC as critical to building the affordable housing stock in the region.

Funding these projects, as well as other identified projects, will be based upon the amount needed to fill funding gaps and prioritized based upon project management needs. Other funding slated to support these and other projects will include HHAP 1 and 2, which will be available to the CoC once fully reconciled by the State and IMACA, as well as HHAP 4, for which the Department recently submitted an application to the State. At this time, the Department is respectfully requesting your Board approve the standard agreement with the State of California's Business, Consumer Services and Housing Agency for HHAP 3 funding only and authorize the Department Head to sign the standard agreement, initial the identified pages of Exhibits A-F, and sign and submit the HHAP 3 Remainder Disbursement Request for Funds Form.

<b>FISCAL IMPACT:</b>			
<b>Funding Source</b>	Non-General Fund / Federal monies passed through the State	<b>Budget Unit</b>	055900
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4498
<b>Recurrence</b>	Multi-year allocation		
<b>Current Fiscal Year Impact</b>			
This funding will provide each county in the CoC with monies to address homelessness.			
<b>Future Fiscal Year Impacts</b>			
This funding will provide each county in the CoC with monies to address homelessness.			
<b>Additional Information</b>			

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

Your Board could choose not to accept HHAP 3 funding, which will result in the funds not being available to the Continuum of Care (CoC) service area of Inyo, Mono and Alpine counties for identified housing projects.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. HHAP-3 Disbursement STD 213 Standard Agreement Cover Page
2. Cal ICH Grants Authorized Signatory Form
3. HHAP-3 Disbursement Standard Agreement Exhibits A-F
4. HHAP-3 Disbursement Request for Funds Form

**APPROVALS:**

Marilyn Mann	Created/Initiated - 12/6/2022
Darcy Ellis	Approved - 12/6/2022
Marilyn Mann	Approved - 12/13/2022
Melissa Best-Baker	Approved - 12/22/2022
Anna Scott	Approved - 12/27/2022
John Vallejo	Approved - 12/27/2022
Amy Shepherd	Approved - 12/27/2022
Nate Greenberg	Approved - 12/27/2022
Marilyn Mann	Final Approval - 12/27/2022

# Please wait...

If this message is not eventually replaced by the proper contents of the document, your PDF viewer may not be able to display this type of document.

You can upgrade to the latest version of Adobe Reader for Windows®, Mac, or Linux® by visiting [http://www.adobe.com/go/reader\\_download](http://www.adobe.com/go/reader_download).

For more assistance with Adobe Reader visit <http://www.adobe.com/go/acrreader>.

Windows is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. Mac is a trademark of Apple Inc., registered in the United States and other countries. Linux is the registered trademark of Linus Torvalds in the U.S. and other countries.



**Authorized Signatories Form  
Cal ICH Grant Programs**

**Instructions:** This form is intended to list all of the individuals who are authorized to sign Cal ICH grant documents on behalf of the administrative entity. The authorized representative who signs this form must be an individual who is authorized to legally bind the administrative entity to Cal ICH grant agreements. The authorized representative is authorized to sign all Cal ICH grant documents on behalf of the administrative entity and may authorize additional signatories to sign Cal ICH grant documents using the 'Authorized Signatories' section below.

**Grantee information:** Enter the names of the eligible jurisdiction (ie. Sacramento CoC) and administrative entity (ie. Sacramento Steps Forward) and select all of the Cal ICH grant programs to which this form applies.

**Authorized Signatories:** Enter the names and title/position of the individuals authorized by the authorized representative to sign Cal ICH grant documents. Each of the authorized signatories listed below must sign this form. Signatures may be wet or electronic.

**Certification:** By signing this form, the authorized representative certifies that they are authorized to legally bind the administrative entity to Cal ICH grant agreements, they are authorized to sign all Cal ICH grant documents, and the authorized signatories listed on this form are additionally authorized to sign Cal ICH grant documents. Signatures may be wet or electronic.

**Changes to this form:** This form must be updated by the administrative entity whenever the authorized representative or signatories change.

**GRANTEE INFORMATION**

Eligible Jurisdiction:

Administrative Entity:

This form applies to the following grants:

HHAP-1

HHAP-2

HHAP-3

HHAP-4

ERF

FHC

Other: \_\_\_\_\_

**AUTHORIZED SIGNATORIES**

Name	Title/Position	Signature

**CERTIFICATION**

*I certify that I am legally authorized to sign grant documents and that I am additionally authorizing the above signatories to sign Cal ICH grant documents.*

Name of Authorized Representative

Title

Signature of Authorized Representative

Date



**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)  
Standard Agreement  
Remainder Disbursement Contract for Funds**

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1) Authority**

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 3 (“HHAP-3” or “Program”) pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness (“Cal ICH”) in the Business, Consumer Services and Housing Agency (“Agency”). HHAP-3 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Remainder Disbursement Contract for Funds along with all its exhibits (“Agreement”) is entered into by Cal ICH and a Continuum of Care, a city, or a county (“Grantee”) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, and the requirements appearing in the statutory authority for the Program cited above.

**2) Purpose**

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homeless Housing, Assistance, and Prevention Program (Chapter 6 (commencing with Section 50216)), the program established under this chapter, to reduce homelessness. This funding shall:

- a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.
- b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference [Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness](#) to assist in using funding strategically for their planning

efforts in the delivery of services to people experiencing homelessness in the community.

- c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.
- d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, an application was submitted by the Grantee for the remainder disbursement of HHAP-3 funds to be allocated to the Grantee pursuant to Health and Safety Code 50220.7(a)(4)(A).

### 3) Definitions

**The following HHAP-3 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):**

- a) “Agency” means the Business, Consumer Services, and Housing Agency.
- b) “Applicant” means a Continuum of Care, city, or county or tribe.
- c) “City” means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- d) “Continuum of Care” means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- e) “Coordinated Entry System” means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- f) “Council” means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

- g)** “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.
- h)** “Homeless” has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- i)** “Homeless Management Information System” means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- j)** “Homeless point-in-time count” means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the Cal ICH by the date by which HUD’s certification of the 2019 homeless point-in-time count is finalized. The Cal ICH shall review and approve or deny a request described in the previous sentence along with a jurisdiction’s application for homeless funding.
- k)** “Homeless youth” means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.
- l)** “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- m)** “Jurisdiction” means a city, city that is also a county, county, or Continuum of Care, as defined in this section.
- n)** “Navigation center” means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- o)** “Program” means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.

4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

q) "Recipient" means a jurisdiction that receives funds from the Cal ICH for the purposes of the program.

r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

**Additional definitions for the purposes of the HHAP-3 program:**

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-3 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-3 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

**4) Scope of Work**

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code (HSC) section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws.

By accepting these funds, the Grantee acknowledges that the remainder disbursement of funds is a portion of their total allocation under the HHAP-3 Program, to be used solely for the purposes outlined below.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

- b)** Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- c)** Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- d)** Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e)** Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f)** Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g)** Prevention and shelter diversion to permanent housing, including rental subsidies.
- h)** Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
  - i)** The number of available shelter beds in the city, county, or region served by a Continuum of Care.
  - ii)** The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
  - iii)** Shelter vacancy rate in the summer and winter months.
  - iv)** Percentage of exits from emergency shelters to permanent housing solutions.
  - v)** A plan to connect residents to permanent housing.
  - vi)** Any new interim sheltering funded by HHAP-3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- i)** Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the funding use requirements described above, the Grantee’s expenditure of its entire HHAP-3 allocation must also comply with the following:

- a) At least 10 percent of the funds shall be spent on services for homeless youth populations.
- b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, “administrative costs” does not include staff or other costs directly related to implementing activities funded by the program allocation.

**5) Cal ICH Contract Coordinator**

The Cal ICH’s Contract Coordinator for this Agreement is the Council’s Grant Director or the Grant Director’s designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Cal ICH Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the Council’s Grant Director or the Grant Director’s designee.

The Representatives during the term of this Agreement will be:

	<b>PROGRAM</b>	<b>GRANTEE</b>
<b>ENTITY:</b>	Business Consumer Services and Housing Agency	Inyo County Health and Human Services
<b>SECTION/UNIT:</b>	California Interagency Council on Homelessness (Cal ICH)	
<b>ADDRESS:</b>	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	PO Drawer H Independence, CA 93514
<b>CONTRACT COORDINATOR</b>	Victor Duron	Marilyn Mann
<b>PHONE NUMBER:</b>	(916) 510-9442	760-873-3305
<b>EMAIL ADDRESS:</b>	Victor.Duron@bcsh.ca.gov	<a href="mailto:HHS-Admin@inyocounty.us">HHS-Admin@inyocounty.us</a>

All requests to update the Grantee information listed within this Agreement shall be emailed to the HHAP Program’s general email box at [hhap@bcsh.ca.gov](mailto:hhap@bcsh.ca.gov). The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

**6) Effective Date, Term of Agreement, and Deadlines**

- a) This Agreement is effective upon approval by Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- b) This Agreement shall terminate on December 31, 2026.
- c) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-3 funds by May 31, 2024. If less than 50 percent is obligated after May 31, 2024, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:
  - i) On or before June 30, 2024, the Grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
  - ii) Cal ICH approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
  - iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2024, the funds shall be returned to the Cal ICH to be allocated as bonus awards.
- d) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2024. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-3 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2024 are required to notify Cal ICH, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2024, the county shall provide Cal ICH with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.
- e) Grantees that do not meet the expenditure deadlines in HSC § 50220.7(k) shall not be eligible for bonus funding.
- f) HHAP-3 funds shall be expended by June 30, 2026.

- g) In accordance with Health and Safety Code section 50220.5, subdivision (I), Cal ICH retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.
- h) Any funds not expended by June 30, 2026 shall be available for round 4 of the program pursuant to HSC § 50218.7.
- i) **Bonus Funds:** Health and Safety Code section 50220.7 mandates the following, regarding a recipient's eligibility for Bonus Funding:
  - i) Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.7(k)(1) shall not be eligible for bonus funding;
  - ii) Recipients shall demonstrate no later than June 30, 2024, whether they have successfully met their outcome goals; and Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.
  - iii) If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

## 7) **Special Conditions**

Cal ICH reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.



**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)  
Remainder Disbursement Standard Agreement**

**EXHIBIT B**

**BUDGET DETAIL and DISBURSEMENT PROVISIONS**

**1) Budget Detail & Changes**

The Grantee agrees that HHAP-3 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend the remainder disbursement of HHAP-3 funds on eligible activities as detailed in Health and Safety Code Section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

**2) General Conditions Prior to Disbursement**

All Grantees must submit the following forms prior to HHAP-3 funds being released:

- Request for Funds Form (“RFF”)
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

**3) Disbursement of Funds**

**Remainder Disbursement**

HHAP-3 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller’s Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The remainder disbursement of HHAP-3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

**Bonus Funds Disbursement**

If Bonus Funds are received pursuant the requirements laid out in Health and Safety Code section 50220.7 Bonus Funds will be disbursed to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement

and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Bonus Funds disbursement of HHAP-3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

#### **4) Expenditure of Funds**

The remainder disbursement of HHAP-3 funds must be spent in accordance with HSC sections 50218.6(e) and 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f), as described in Exhibit A, Section 4 "Scope of Work".

#### **5) Ineligible Costs**

- a) HHAP-3 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).
- b) Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-3 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.
- c) An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Cal ICH by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-3 fund expenditures.

- d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.

- e) HHAP-3 remainder disbursement funds may only be used to cover expenditures incurred no earlier than July 1, 2022. Unless expressly approved by Cal ICH in writing, reimbursements prior to July 1, 2022 are not permitted.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)  
Remainder Disbursement Standard Agreement**

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**1) Termination and Sufficiency of Funds**

**a) Termination of Agreement**

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's notice of termination.

**b) Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

**2) Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

**3) Grantee's Application for Funds**

Grantee has submitted to Cal ICH an application for HHAP-3 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by Cal ICH.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

#### **4) Reporting/Audits**

##### **a) Annual Reports**

By January 1, 2023, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-3 funding, details on specific projects selected for the use of HHAP-3 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2026, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

##### **b) Quarterly Expenditure Reports**

In addition to the annual reports, Cal ICH requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to Cal ICH on a form and method provided by Cal ICH that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information Cal ICH deems appropriate or necessary. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

##### **c) Reporting Requirements**

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:

(1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

- (2)** The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:
- (a)** The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
  - (b)** Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
  - (c)** Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.
- (3)** Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:

- (a)** Submit a description of barriers and possible solutions to meet those barriers
  - (b)** Accept technical assistance from Cal ICH
  - (c)** Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH
- ii)** Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-3 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-3 funding.
- iii)** Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-3 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.
- iv)** Cal ICH may require additional supplemental reporting with written notice to the Grantee.

- v) Grantee may, at their discretion, fully expend their HHAP-3 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

**d) Auditing**

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-3 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

**5) Inspection and Retention of Records**

**a) Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-3 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.7, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements. Cal ICH retains the right to impose a corrective action plan on the Grantee.

**b) Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

**6) Breach and Remedies**

**a) Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-3 funds provided under this Agreement for any ineligible activities.
- iii) Any failure to comply with the deadlines set forth in this Agreement.

**b) Remedies for Breach of Agreement**

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

- i) Bar the Grantee from applying for future HHAP funds;
  - ii) Revoke any other existing HHAP-3 award(s) to the Grantee;
  - iii) Require the return of any unexpended HHAP-3 funds disbursed under this Agreement;
  - iv) Require repayment of HHAP-3 funds disbursed and expended under this Agreement;
  - v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-3 funds
  - vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-3 requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.**
- d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.**



**7) Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

**8) Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**9) Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d) **Representatives of a County:** A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

#### **10) Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
  - i) The dangers of drug abuse in the workplace;
  - ii) Grantee's policy of maintaining a drug-free workplace;
  - iii) Any available counseling, rehabilitation, and employee assistance program; and
  - iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
  - i) Will receive a copy of Grantee's drug-free policy statement, and
  - ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

#### **11) Child Support Compliance Act**

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

#### **12) Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-3

funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
  - i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  - ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
  - iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
- iv) Agree to include all the terms of this Agreement in each subcontract.

### **13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-3 program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

### **14) Inspections**

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

**15) Litigation**

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)  
Remainder Disbursement Standard Agreement**

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-3 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-3 funds, must be used for HHAP-3-eligible activities and reported on as required by Cal ICH.
- 2) Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP-3 funds, including but not limited to emergency shelter (per HSC § 50220.7(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-3 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid rehousing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide

Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

- 5) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
  
- 6) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with Cal ICH, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
  
- 7) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)**

**Remainder Disbursement Standard Agreement**

**EXHIBIT E**

**STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.



**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)**

**Standard Agreement**

**EXHIBIT F**

**STANDARD AGREEMENT TO APPLY**



## Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3) Standard Agreement to Apply

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit this Standard Agreement to Apply no later than **5:00pm on October 15, 2021**. In this agreement, applicants must indicate whether they intend to apply for HHAP-3 funding jointly with an overlapping jurisdiction or apply as an individual entity. For any eligible applicant who does not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction<sup>1</sup>.

Eligible applicants applying jointly with an overlapping jurisdiction will designate **one** of the jointly applying jurisdictions as the Administrative Entity which will enter into contract with the HCFC to administer the combined allocations of the joint applicants. Applicants may only apply jointly with a Continuum of Care (CoC), large city, or county that serves an overlapping region. The Administrative Entity is required to submit a binding resolution or agreement that designates a single Administrative Entity for the combined allocations and an explanation of how the jointly applying applicants will administer the funds allocated to them pursuant to this section. This binding resolution or agreement must be signed by the authorized representatives of all applicants and must be submitted with the signed HHAP-3 Initial Disbursement Contract for Funding, separate from the Standard Agreement to Apply.

**By submitting this form, you agree to participate in the HHAP-3 application process as indicated below and comply with all requirements as set forth in Health and Safety Code 50220.7.**

### APPLICATION SUBMISSION INFORMATION

#### ALL APPLICANTS:

#### Eligible Applicant Jurisdiction

Large City: \_\_\_\_\_  County: \_\_\_\_\_

Continuum of Care: \_\_\_\_\_ CoC Number: \_\_\_\_\_

Administrative Entity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

#### Individual or Joint Application Designation:

\_\_\_\_\_ will submit **an individual** application for HHAP-3 funding

\_\_\_\_\_ will submit a **joint** application for HHAP-3 funding with the following overlapping jurisdiction(s):

<sup>1</sup> For the purposes of the HHAP program, overlapping jurisdictions are eligible applicants that are located within the same geographic area as the local CoC.

Jurisdiction Name	Applicant Type (County, CoC, Large City)

**JOINT APPLICANTS ONLY:**

**Fund Disbursement/Contract Execution**

The jointly applying jurisdictions designate the following jurisdiction as the **Administrative Entity** of the total combined allocations and acknowledge that the Administrative Entity will enter into legal agreement with HCFC and receive any disbursements for which the jointly applying jurisdictions may be deemed eligible.

**Administrative Entity:**

CoC  Large City  County

Name of Applicant: \_\_\_\_\_

**Joint Applicants agree to the following:**

1. Joint Applicants must designate a single Administrative Entity to receive the entire combined HHAP-3 allocations.
2. The Administrative Entity must be a CoC, large city (if applicable), or county that serves the same region.
3. The Administrative Entity receiving allocations on behalf of joint applicants shall use the funds in the jurisdiction(s) entitled to the funds or to provide regional housing or services that serve the population living in each of the jurisdiction(s) entitled to the funds.
4. The Administrative Entity is responsible for complying with all program expenditure requirements and deadlines for the total combined allocations it is administering.
5. The Administrative Entity must enter into a binding resolution or agreement with joint applicants to designate the Administrative Entity for the combined allocations which includes an explanation of how the jointly applying applicants will administer the funds allocated to them. This binding resolution or agreement must be signed by authorized representatives and will be included with the contract for funds.
6. The HHAP-3 joint application will clearly identify the intended use of all the funds from each jointly applying jurisdiction.
7. The HHAP-3 joint application will clearly describe in detail the collaboration between the jointly applying jurisdictions and an explanation of how the jointly applying jurisdictions will partner to meet their program goals.
8. The performance goals set in the HHAP-3 joint application will be used to determine the joint applicants' eligibility for future bonus funding.

### HHAP-3 APPLICATION REQUIREMENTS

#### Application Requirements – ALL APPLICANTS:

By initialing below, the eligible applicant(s) acknowledges their intent to participate in the HHAP-3 application process as follows:

COJM the eligible applicant(s) will receive an Initial disbursement equaling no more than 20% (or 25% for jointly applying applicants) of their total allocation if this Agreement to Participate is submitted by 5:00pm on October 15, 2021 per HSC 50220.7(a)(4)(A)(ii).

COJM Initial funds may be used to complete the local homeless action plan, as required by HSC 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

COJM As stated in HSC § 50220.7(a)(5), priority for initial funds, above the costs of completing the homelessness action plan, shall be for systems improvement, including, but not limited to, all of the following:

- (A) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.
- (B) Funding existing evidence-based programs serving people experiencing homelessness.
- (C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.
- (D) Improving homeless point-in-time counts.
- (E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

COJM To receive the remaining balance of its round 3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

COJM The applicant shall engage with the council on its local plan and outcome goals before submitting a complete application, per HSC § 50220.7(b)(1).

COJM For city, county, and continuum of care applicants, local homelessness action plans pursuant to HSC § 50220.7(b)(3)(A) and outcome goals pursuant to HSC § 50220.7(b)(3)(C) shall be agendaized at a regular meeting of the governing body, including receiving public comment, before being submitted to the council, per HSC § 50220.7(b)(2).

COJM A complete application shall conform to the requirements laid out in HSC § 50220.7(b)(3).

**FORM CONTINUES ON PAGE 4**

**HHAP-3 GRANTEE AWARD DISBURSEMENT INFORMATION**

Inyo County  
22-HHAP-10063

**ALL APPLICANTS:**

**Instructions:** Please fill out the information below, which is needed to process your HHAP Round 3 (HHAP-3) initial award disbursement:

**Administrative Entity/Contracting Agency Name**

**Administrative Entity/Contracting Agency Business Address**

**Contract Manager Name**

**Contract Manager Email Address**

**Contract Manager Phone Number**

**Award Check Mailing Address (Include "Attention to:" if applicable)**

For grantees who have previously contracted with BCSH, in order to reduce the amount of paperwork needed to process your HHAP-3 award, HCFC is offering the opportunity to use the Tax ID Form (Government Taxpayer ID Form for governmental entities or STD 204 Form for non-governmental entities) and/or Authorized Signatory Form currently on file with HCFC for HHAP-3 award disbursements. You may revoke these authorizations by submitting an updated Tax ID Form or Authorized Signatory Form to [hhap@bcsh.ca.gov](mailto:hhap@bcsh.ca.gov).

**Select one:**

- The information on the Tax ID Form used for the HHAP-2 award disbursement is accurate, and I am authorizing HCFC to use the previously submitted form for the HHAP-3 initial award disbursement
- I have included a new Tax ID Form for the initial HHAP-3 award disbursement

**Select one:**

- The information on the most recent Authorized Signatory Form on file with HCFC is accurate, and I am authorizing HCFC to use the form on file for HHAP-3
- I have included a new authorized signatory form for HHAP-3

**CERTIFICATION**

**I certify that the signature below is authorized to sign for all applicable documents for the HHAP-3 grant on behalf of the Eligible Applicant Jurisdiction listed above.**

**Name and Title of Authorized Representative**

*Caitlin Morley*

**Signature of Authorized Representative**

**Date**

**Initial**

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS (REV 1/22)  
 915 Capitol Mall, Suite 350-A  
 Sacramento, CA 95814  
 Phone: (916) 653-4090  
 Fax: (916) 653-3815



## HOMELESS HOUSING, ASSISTANCE AND PREVENTION ROUND 3 REMAINDER DISBURSEMENT REQUEST FOR FUNDS FORM

Contract Number	<b>22-HHAP-20063</b>	Expenditure Deadline:	<b>6/30/2026</b>
Invoice Number	<b>22-HHAP-20063</b>	Contact Person:	Marilyn Mann
Grantee Name:	Health and Human Services	Contact Person Title:	Director
Attention to:	Melissa Best-Baker	E-mail:	<b>HHS-Admin@inyocounty.us</b>
Address:	P.O. Drawer H	Phone No.:	760-873-3305
City/State/Zip:	<b>Independence, CA 93526</b>		

### HHAP-3 REMAINDER DISBURSEMENT FUNDING BREAKDOWN

AWARD	
Eligible Use Category per § HSC 50220.7(e)	Draw Amount
Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees	
Operating subsidies and reserves in new and existing affordable or supportive housing units, emergency shelters, and navigation centers	
Street outreach to assist persons experiencing homelessness to access permanent housing and services	
Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing	\$17,871.55
Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system	
Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions	\$379,582.84
Prevention and shelter diversion to permanent housing, including rental subsidies	\$180,000.00
Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need	
Improvements to existing emergency shelters to lower barriers and increase privacy	
Administrative costs to administer the program allocation (up to 7%)	\$41,776.78
<b>REMAINDER DISBURSEMENT TOTAL:</b>	<b>\$619,231.17</b>

### CERTIFICATION

*\*By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Marilyn Mann	HHS Director
<b>Name of Authorized Representative or Signatory</b>	<b>Title of Authorized Representative or Signatory</b>
<b>Signature of Authorized Representative or Signatory</b>	<b>Date:</b>

#### BCSH USE ONLY

<b>Grant Management Representative Signature</b>	<b>Date:</b>
Victor Duron	Grants Director
<b>Grant Management Representative Name</b>	<b>Grant Management Representative Title</b>



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3359

### Innovative Partnerships MOU Health & Human Services - Health/Prevention ACTION REQUIRED

#### ITEM SUBMITTED BY

Marilyn Mann, HHS Director

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and the Child Abuse Prevention Council of Sacramento of North Highlands, CA for the provision of Innovative Partnerships Sierra Sacramento Child Abuse Prevention Council Region Project for the period of June 1, 2021 through June 30, 2023 and authorize the Health & Human Services Director to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Innovative Partnerships Project (IPP) sent this for signature on November 9, 2022. This project began in 2016 with funding from the California Department of Social Services' Office of Child Abuse Prevention. The IPP has continued to successfully bring together Sierra-Sacramento Child Abuse Prevention Councils with the mutual goal of strengthening the capacity of prevention networks to build resilience in families and implement prevention practices to reduce child abuse and neglect. The IPP is inviting Inyo County to join the 16 other Child Abuse Prevention Councils in the Sierra-Sacramento Region to work collaboratively in mutually beneficial exchanges to learn from and engage with each other in the efforts to prevent child abuse.

Membership in this larger regional group will strengthen our local efforts around family strengthening and resilience through coordination of child abuse and neglect prevention efforts, mitigation of poverty and substance abuse as risk factors for child maltreatment, and building of protective factors.

#### FISCAL IMPACT:

<b>Funding Source</b>	Federal grant funds	<b>Budget Unit</b>	642515
<b>Budgeted?</b>	No	<b>Object Code</b>	4499
<b>Recurrence</b>	One-Time Funding		
<b>Current Fiscal Year Impact</b>			
This will reimburse for staff time participating in regional meetings.			
<b>Future Fiscal Year Impacts</b>			

This will reimburse for staff time participating in regional meetings.

**Additional Information**

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

Your board could choose not to participate in the regional Child Abuse Prevention Councils which would result in limited regional coordination.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. INYO 2021-2023 Partnership Agreement (1)

**APPROVALS:**

Marilyn Mann	Created/Initiated - 12/28/2022
Darcy Ellis	Approved - 12/28/2022
Melissa Best-Baker	Approved - 12/28/2022
John Vallejo	Approved - 12/28/2022
Amy Shepherd	Approved - 12/28/2022
Marilyn Mann	Final Approval - 12/28/2022





**PARTNERSHIP AGREEMENT  
for the period  
July 2021 - June 2023  
BETWEEN**



**THE CHILD ABUSE PREVENTION COUNCIL OF SACRAMENTO  
AND  
INYO COUNTY HEALTH AND HUMAN SERVICES-FIRST 5**

This Partnership Agreement (hereinafter referred to as “PA”) is made and entered into by the **Child Abuse Prevention Council of Sacramento (hereinafter referred to as CAPC Sacramento)** and the **Inyo County Health and Human Services – First 5 (hereinafter referred to as “PARTNER”)** as Partners in the Innovative Partnerships Program Sierra-Sacramento Region Child Abuse Prevention Council Region Partnership.

**I. Purpose**

The purpose of this PA is to establish a formal collaborative Partnership for the Innovative Partnerships Program Sierra-Sacramento Region Child Abuse Prevention Council Region Partnership (hereinafter referred to as Sierra-Sacramento CAPC Partnership) and to set forth its operating conditions. This Partnership was formed as a result of a successful grant application to the California Department of Social Services’ Office of Child Abuse Prevention (hereinafter referred to as CDSS/OCAP). The Sierra-Sacramento Region’s Child Abuse Prevention Councils of Alpine, Amador, Calaveras, El Dorado, Inyo, Mono, Nevada (East), Nevada (West), Placer (West, South), Placer (North), Sacramento, Sierra, Sutter, Tuolumne, Yolo, and Yuba County join CDSS/OCAP in our mutual goal of strengthening the capacity of prevention networks to build resiliency in families and implement prevention practices to reduce child abuse and neglect.

**II. Goals**

The goals of the Sierra-Sacramento CAPC Partnership are to:

1. Maintain and expand a Sierra-Sacramento Regional Partnership to coordinate child abuse and neglect prevention efforts, mitigate poverty and substance abuse as risk factors for child maltreatment and build protective factors.
2. Maintain strategies, manage operational processes, and mobilize resources for the Sierra-Sacramento partnership.
3. Work collaboratively with Sierra-Sacramento Regional Partnership to assess our CAPCs’ strengths/needs within the Strengthening Families Framework, conduct an evaluation, and develop a sustainability plan.
4. Participate in opportunities for Sierra-Sacramento CAPCs to link and engage in mutually beneficial exchanges to learn from and engage with each other as well as community stakeholders.



## **PARTNERSHIP AGREEMENT** for the period July 2021 - June 2023



### **III. Scope of Work**

CAPC Sacramento and PARTNER will engage in the implementation of the Sierra-Sacramento CAPC Partnership Scope of Work (Attachment A) that describes the objective, activities, deliverables, measurements, and timeline. The Scope of Work includes twelve core elements:

1. Convene and maintain the Sierra-Sacramento Child Abuse Prevention Council (CAPC) Regional Partnership including representative membership reflecting the diversity of the region.
2. Provide a regional forum for working strategically to mitigate child abuse and neglect and build prevention networks.
3. Mitigate the major risk factor for child maltreatment of substance abuse and build protective factors through the use, analysis, updating, and official launching of the Opioid Resource Toolkit.
4. Expand the infrastructure for the participation of 14 Sierra-Sacramento County CAPCs.
5. Promote the prevention of child abuse and neglect through culturally responsive resources/tools.
6. Promote the prevention of child abuse and neglect through culturally responsive Mandated Child Abuse Reporting Training (MCART) resource/tool.
7. Promote the prevention of child abuse and neglect through regional Child Abuse Prevention Month activities and events.
8. Provide coordination, technical assistance, and support to the CAPCs within the region to assess and respond to regional/local poverty.
9. Evaluate the effectiveness of the Sierra-Sacramento Program.
10. Develop a sustainability plan and next steps to maintain and strengthen partnerships among Sierra-Sacramento CAPC partners and key stakeholders.
11. Maintain and expand connections between Sierra-Sacramento Partnership and the child abuse and neglect prevention organizations and/or programs regionally and statewide.
12. Maintain and expand collaboration and participation of CAPCs with County Child Death Review Teams (CDRT).

### **IV. Roles and Responsibilities**

CAPC Sacramento serves as the program and fiscal lead of the Sierra-Sacramento CAPC Partnership. In that role CAPC Sacramento will:

1. Convene and coordinate the work of the Sierra-Sacramento CAPC Partnership.
2. Facilitate the process of the Sierra-Sacramento CAPC Strategic Plan and monitor its implementation.
3. Monitor and track the activities, outputs, and timelines of the Scope of Work (Attachment A).
4. Lead the distribution of materials and information.
5. Serve as the Sierra-Sacramento CAPC Partnership liaison to CDSS/OCAP.
6. Offer Capacity Building Grants in the amount of \$800 to the PARTNER and track results.
7. Participate in CDSS/OCAP coaching, coordination, training, and technical assistance relative to the Sierra-Sacramento CAPC Partnership.
8. Participate and track outcomes with CDSS/OCAP and the Sierra-Sacramento CAPC Partnership evaluation plan.
9. Research/apply for grant opportunities.
10. Provide Child Death Review Team training and technical assistance upon the request of PARTNER.
11. Collect data from PARTNER relative to Sierra-Sacramento Scope of Work activities, aggregate data for the Sierra-Sacramento CAPC Partnership, submit to CDSS/OCAP Quarterly, share and discuss with PARTNER and the Sierra-Sacramento CAPC Partnership data results, and work as a Partnership to improve the Innovative Partnership Program.



**PARTNERSHIP AGREEMENT**  
**for the period**  
**July 2021 - June 2023**



The responsibilities of the Sierra-Sacramento CAPC PARTNER are to:

1. Participate in the Sierra-Sacramento CAPC Partnership and sign the Partnership Agreement.
2. Designate a Lead Representative and at least one Alternate Representative to serve as a member of the Sierra-Sacramento CAPC Partnership.
3. Attend the bi-monthly scheduled meetings, either in-person or virtually.
4. Provide input, feedback, and/or approval for the Strategic Plan.
5. In conjunction with Sierra-Sacramento CAPCs, implement the Strategic Plan.
6. Identify key community stakeholders and parent representatives to serve on the Sierra-Sacramento CAPC Partnership.
7. Provide information on currently funded programs/practices.
8. Accept or Decline Capacity Building Grant opportunities, offered by CAPC Sacramento. If Accepted, PARTNER agrees to receive, identify use for, and provide required data on related activities for the two annually disbursed \$800 Capacity Building Grants. (Funds must be used in alignment with CBCAP regulations.)
9. Disseminate, throughout the PARTNER's child and family-serving community, culturally responsive information, resources, and tools.
10. Collect and provide to Sacramento CAPC data related to PARTNER Strategic Plan and other activities for reporting to CDSS/OCAP.
11. Participate in CDSS/OCAP and Sierra-Sacramento CAPC Partnership data evaluation plan.
12. Receive Child Death Review Team training and technical assistance, as needed.

#### **V. Term**

This PA will operate from June 1, 2021, through June 30, 2023. This PA may be terminated if funding from CDSS/OCAP is decreased or not awarded.

#### **VI. Termination**

Any PARTNER may terminate this PA within sixty (60) days of providing written notice of intention to terminate the agreement.

#### **VII. Dispute Resolution**

CAPC Sacramento and the PARTNER hereby agree that, in the event of any dispute relating to this PA, CAPC Sacramento and the PARTNER shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, CAPC Sacramento and the PARTNER agree that the dispute will be negotiated between CAPC Sacramento and the PARTNER through mediation, with a mediator agreed to by CAPC Sacramento and the PARTNER. The costs of mediation shall be shared equally by CAPC Sacramento and the PARTNER. Neither CAPC Sacramento or PARTNER waive their legal rights to adjudicate this Agreement in a legal forum.



**PARTNERSHIP AGREEMENT  
for the period  
July 2021 - June 2023**



**VIII. Mutual Indemnification**

CAPC Sacramento and PARTNER shall indemnify, defend, protect, hold harmless and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act of omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under Workers' Compensation acts, disability benefit acts, or other employee benefit acts. It is understood that such indemnity shall survive the termination of the PA.

**IX. Changes and Amendments**

Any mutually agreed upon changes shall be effective when incorporated in written amendments to this PA. Any adjustment to this PA shall be effective only upon CAPC Sacramento and the PARTNER's mutual execution of an amendment in writing. No verbal agreements or conversations prior to execution of this PA or requested Amendment shall affect or modify any of the terms or conditions of this PA unless reduced to writing according to the applicable provisions of this PA.

With a signature below, each party agrees to all terms listed above and Attachment A.

Child Abuse Prevention Council of Sacramento  
4700 Roseville Road  
North Highlands, CA 95660

Inyo County Health and Human  
Services - First 5 Inyo  
1360 N. Main St., Suite 203-D Bishop,  
CA 93514

**Child Abuse Prevention Council of  
Sacramento**

**Child Abuse Prevention Council Inyo**

\_\_\_\_\_  
Stephanie Biegler, Chief Program Officer

\_\_\_\_\_  
Marilyn Mann, HHS Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTHEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3358

### Amendment No. 2 between the County of Inyo and TeleConnect Therapies Health & Human Services - Behavioral Health ACTION REQUIRED

**ITEM SUBMITTED BY**

Lucy Vincent

**ITEM PRESENTED BY**

Marilyn Mann, HHS Director

**RECOMMENDED ACTION:**

Request Board approve Amendment No. 2 to the contract between the County of Inyo and TeleConnect Therapies of Avalon, California, increasing the contract to an amount not to exceed \$199,040, representing an increase of \$70,000 to the contract, and extending the term end date from 12/31/2022 to 6/30/2023, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**BACKGROUND / 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 on January 1, 2021, due to having vacancies that are difficult to fill and team members who are out on extended leave. We came back in June 2022 to extend the contract to December 31 due to continued staff vacancies. The Department is requesting approval of the extension 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.

**FISCAL IMPACT:**

<b>Funding Source</b>	Mental Health Realignment	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing expenditure		
<b>Current Fiscal Year Impact</b>			
We will be requesting to move salary savings to this object code during the mid-year review. We have multiple vacancies at this time.			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

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

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

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Amendment No. 2
2. Teleconnect Therapies Contract Amendment 1

**APPROVALS:**

Lucy Vincent	Created/Initiated - 12/28/2022
Hayley Carter	Approved - 12/28/2022
Lucy Vincent	Approved - 12/28/2022
Melissa Best-Baker	Approved - 12/28/2022
Marilyn Mann	Approved - 12/28/2022
Darcy Ellis	Approved - 12/28/2022
John Vallejo	Approved - 12/28/2022
Amy Shepherd	Approved - 12/28/2022
Marilyn Mann	Final Approval - 12/28/2022

**AMENDMENT NUMBER TWO TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
TELECONNECT THERAPIES OF AVALON, CA  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and TeleConnect Therapies \_\_\_\_\_, of Avalon, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated March 16, 2022, on County of Inyo Standard Contract No. \_\_\_\_\_, for the term from January 1, 2022 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 of the Agreement shall be revised as follows:

"The term of this Agreement shall be from January 1, 2022 to June 30, 2023 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 \$199,040 (One hundred ninety nine thousand forty dollars) to account for the additional six months of the term of the contract.
3. Attachment B shall be revised to reflect a rate increase from \$125 per hour to \$132 per hour, effective January 1, 2023.

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

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

**AMENDMENT NUMBER TWO TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**TELECONNECT THERAPIES OF AVALON, CA**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

Grace Church  
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 <sup>nd</sup> 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 14<sup>th</sup> day of June 2022 an order was duly made and entered as follows:

*HHS-Behavioral  
Health –  
Teleconnect  
Therapies Contract  
Amendment 1*

Moved by Supervisor Pucci and seconded by Supervisor Griffiths to 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. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: June 15, 2022

WITNESS my hand and the seal of said Board this 14<sup>th</sup>

Day of June, 2022



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

By: \_\_\_\_\_

**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  
23rd DAY OF June, 2022.

**COUNTY OF INYO**

By: *Dan Tathar*

Dated: 06/23/2022

**CONTRACTOR**

By: *Dawn Sampson*

Signature

Dawn Sampson, CEO  
Type or Print

Dated: 6/2/22

APPROVED AS TO FORM AND LEGALITY:

*[Signature]*  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

*Christie Martindale*  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*K. Oney*  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

*Caron Holmberg*  
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 <sup>nd</sup> 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 21<sup>st</sup> 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 21<sup>st</sup>  
Day of December, 2021



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

By: \_\_\_\_\_

<b>Routing</b>
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:   
Signature

By:   
Signature

Dan Totheroh  
Print or Type Name

Dawn Sampson, CEO  
Print or Type

Name

Dated: 03/16/2022

Dated: 12-10-21

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

## ATTACHMENT A

### AGREEMENT BETWEEN COUNTY OF INYO AND 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 <sup>nd</sup> 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.



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTHEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3311

### Road Closure for T&T Truck and Crane Service Encroachment Permit E22-54

**Public Works**  
ACTION REQUIRED

**ITEM SUBMITTED BY**

Travis Dean, Engineering Assistant

**ITEM PRESENTED BY**

Michael Errante, Public Works Director

**RECOMMENDED ACTION:**

Request Board approve the closure of Highland Drive in Bishop, between the hours of 8:30 a.m and 4:00 p.m on Wednesday, January 11, 2023 for the purpose of Southern California Edison's use of a crane to replace utility poles.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

T&T Truck and Crane Service, in conjunction with Southern California Edison (SCE), has submitted an encroachment permit application requesting the closure of Highland Drive in Bishop, Wednesday January 11, 2023, between the hours of 8:30 a.m. and 4:00 p.m. for the purpose of Southern California Edison's use of a crane to replace utility poles at 2670, and 2810 Highland Drive in Bishop.

SCE only has access to these utility poles via the use of a crane. The crane needed for the replacement of the utility poles is much larger than typically used. The staging/operation of the crane will take the majority of the roadway, and will not allow for an open traveling lane for vehicles. There is an anticipated impact to the public who live on Highland Drive. To mitigate the impact, the Road Department will include provisions in the encroachment permit, requesting the permittee give written notice to impacted homeowners ten days in advance of the road closure, as there is no alternative route around this project.

**FISCAL IMPACT:**

<b>Funding Source</b>		<b>Budget Unit</b>	
<b>Budgeted?</b>		<b>Object Code</b>	
<b>Recurrence</b>			
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			

## Additional Information

### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the closing of this road for this encroachment permit. This is not recommended, as Southern California Edison is updating their electrical infrastructure to better serve the community of Bishop, and closure of the roadway will greatly increase safety for all working on this project.

### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

### ATTACHMENTS:

1. Encroachment Permit Application
2. Work Order Map TD1812242
3. Updated Traffic Control Plan for Highland Drive

### APPROVALS:

Donald Gockley	Created/Initiated - 12/6/2022
Darcy Ellis	Approved - 12/6/2022
Donald Gockley	Approved - 12/7/2022
Shannon Platt	Approved - 12/7/2022
Grace Chuchla	Approved - 12/7/2022
Michael Errante	Final Approval - 12/7/2022



**INYO COUNTY ROAD DEPARTMENT**

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

**COUNTY  
OF  
INYO**

**APPLICATION FOR AN ENCROACHMENT PERMIT  
TO PERFORM WORK IN THE RIGHT-OF-WAY OF INYO COUNTY ROADS**

Minimum Permit fee of \$50.00 is required with all applications. Additional Fees will be calculated for each permit, and payable before the permit is issued.

Please answer all questions below. Attach additional sheets if necessary

T&T Truck and Crane Service/Alcoa Traffic Control, Inc.

**Revised - 12/06/2022**

Applicant/Permittee

Date

**1375 N. Olive Street**

**Kayla Roby**

Address

Contact Person

**Ventura, CA 93001**

**562-485-8765**

Phone

**permits@alcoatrafficcontrol.com**

City/State/Zip Code

E-Mail

**DESCRIBE WORK:**

Road Closure: T&T Truck and Crane Service in conjunction with Rokstad Power to R/R pole #'s RM: 224375S, IN:4951877E & RM: 3176CIT, IN: 4951876E for SCE. TD181273 & TD1812242

**LOCATION OF WORK:**

**2670 Highland Drive, Bishop, CA 93514 (Inyo County)**

**ASSESSORS PARCEL NUMBER OF ADJACENT PROPERTY:** \_\_\_\_\_

**DATES WHEN WORK IS ANTICIPATED:** **1/11/2023**

**ATTACH PLANS OR DRAWING OF PROPOSED ENCROACHMENT WORK**

**APPLICANT AGREES TO DO THE WORK IN ACCORDANCE WITH INYO COUNTY RULES AND REGULATIONS AND SUBJECT TO INYO COUNTY INSPECTION AND APPROVAL.**

PERMIT NUMBER: E22-54

Permittee shall defend, indemnify, and hold harmless County of Inyo, 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 Permittee, or Permittee’s agents, officers, or employees. Permittee’s obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee’s obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Permittee, 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.

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Permittee, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, from, the active negligence, or wrongful acts of the County, its officers, or employees.

Special Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INYO COUNTY PUBLIC WORKS DEPARTMENT

PERMITTEE’S SIGNATURE: *Kayla Roby*

DATE: Revised - 12/06/2022

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_



**UNDERGROUND SERVICE ALERT**

Contact USA  
Dial 811 or 800-422-4133  
www.digalert.org/contact

For Underground Locating  
Two Working Days Before You Dig

D16: Rev. 05/28/20

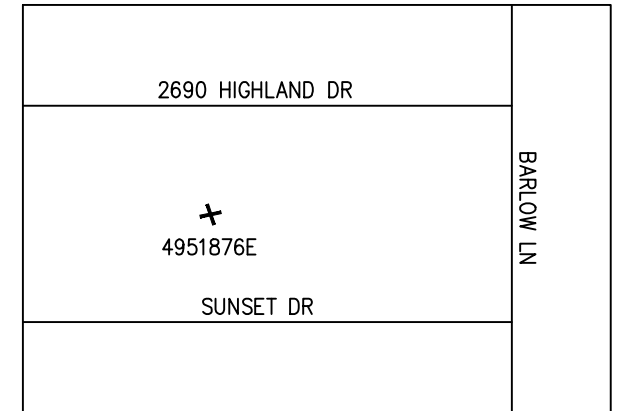
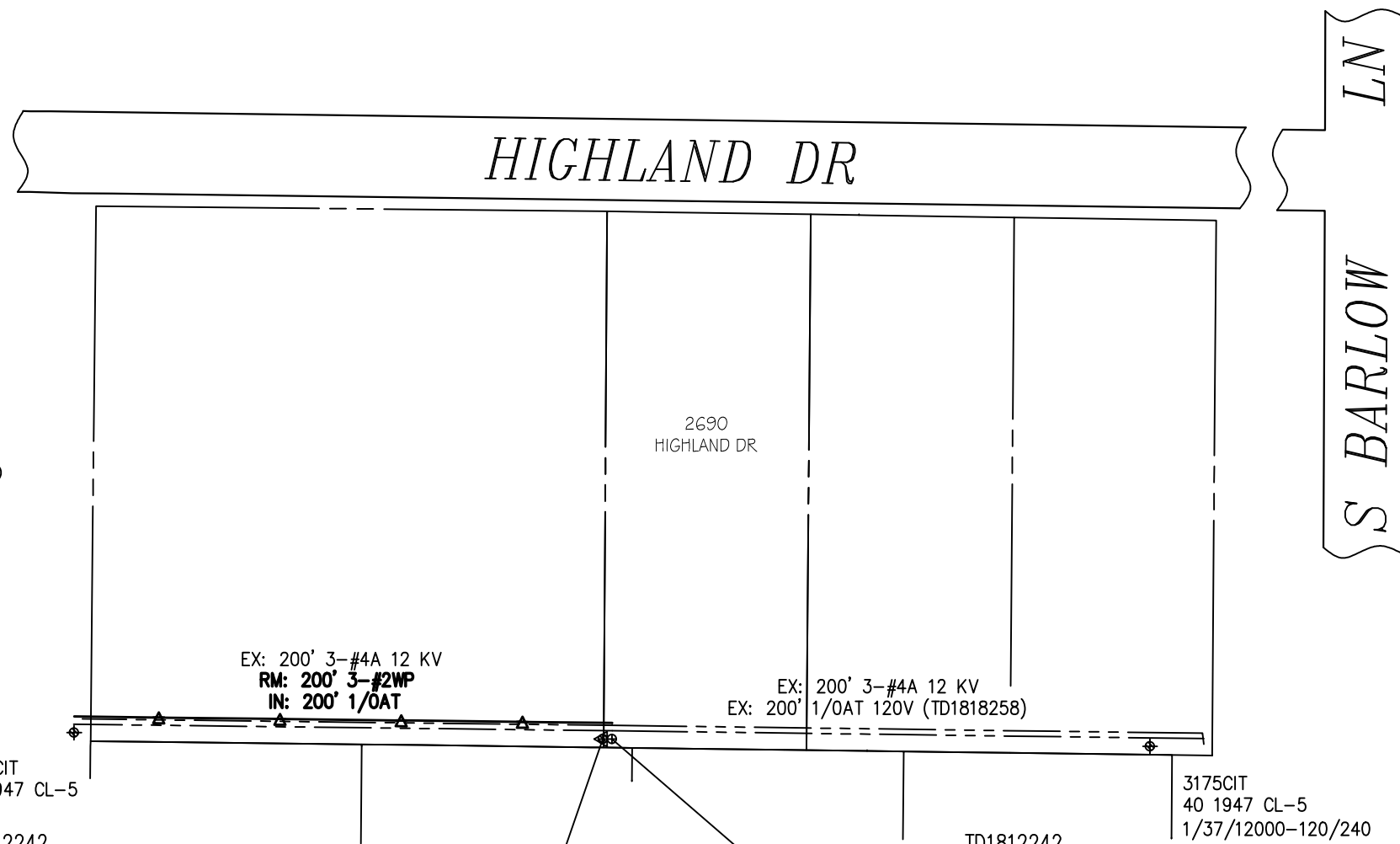
**CREW/PSPEC NOTES:**

- NO TRUCK ACCESS
- CRANE REQUIRED. CRANE PERMIT REQUIRED
- COST PLUS TO DIG POLE HOLE AND SET SONO TUB

UNDERWOOD 12kV %  
MT. TOM SUB

NOTIFICATION #  
408091078  
08/21/21

HIGH FIRE AREA  
NO



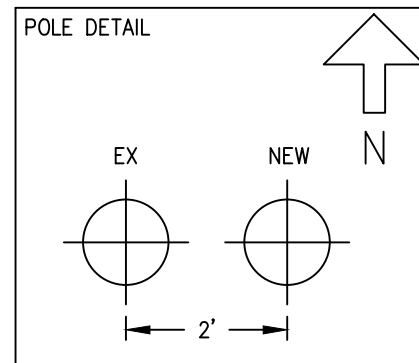
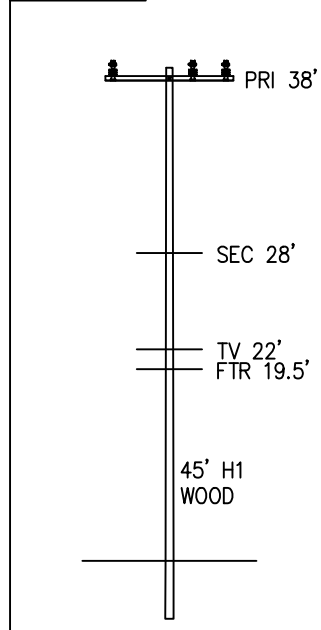
1

TD1812242  
RM: 3176CIT  
40' CLASS 5  
RM: 1 - POLE 40' CLASS 5 WOOD FULL TREAT  
RM: 3 - XA SNGL VB 10' STEEL PINS  
RM: 12 - INS GLASS/POLY 35KV & LESS  
RM: 2 - SEC ROLLER (166-CLEVIS & SPOOL)  
RM: 600' - CD #2 AL 1/C WR

2

TD1812242  
IN: 4951876E  
45' CLASS H1  
IN: 1 - POLE 45' CL H1 WD FT /W PROT BARR WF  
IN: 1 - MISC AVIAN HOOD FOR HENDRIX INSUL #4-653  
IN: 1 - XA SNGL TAN HD COMP 10' W/BKT  
IN: 2 - SEC ROLLER (166-CLEVIS & SPOOL)  
IN: 200' - CD 1/O STR AL TRIPLEX W/ACSR NEUTRAL  
IN: 3 - INS 28KV POLY POST VERT CLMP TOP LNG STD

4951876E
N 37 21.167
W118 25.608



PROJECT REQUIREMENTS (Y/N)

- EDISON EASEMENT REQUIRED
- PWRD 88 REQUIRED
- UG CIVIL ONLY WORK ORDER
- PERMIT REQUIRED
- PERMIT TYPE: CRANE SUB TO PULL
- OUTAGE REQUIRED
- OUTAGE DATE: \_\_\_\_\_ TIME: \_\_\_\_\_
- TRAFFIC CONTROL REQUIRED
- PED. TRAFFIC CONTROL REQ'D
- CONVEYANCE LETTER REQ'D
- ENVIRONMENTAL CLEARANCE REQ'D
- CSD 140 (TLM) REQ'D

**FINAL DESIGN  
APPROVED FOR CONSTRUCTION**



NOT TO SCALE

DISTRICT 85 - BISHOP		PROJ. MGR. RAFFERTY, TIM PHONE 760-920-5025		PLANNER RAFFERTY, TIM PHONE 760-920-5025		DESIGNER PALACIO, JESSICA	
PROJECT NO. 2119986	SERVICE REQUEST 3015859	MSR NO. N/A	PRODUCT-1 1812242-INFRASTRUCTURE REPLACEMENT-DET POLE REPLACEM				
CIRCUIT / VOLTAGE UNDERWOOD 12kV - D2		GPS	PRODUCT-2 ASSOC DESGN				
SUB / PG NO. MT. TOM SUB		CIRCUIT CODE 18408	PRODUCT-3 ASSOC DESGN				
INVENTORY MAP LB-7334-B		J.P.A. NO. E6085-411532025		PROPOSED CONSTRUCTION (LOCATION) 3176CIT - DET POLE REPLACEMENT P/P S/O HIGHLAND DRIVE, W/O BARLOW LN BISHOP CA 93514			
F	4/5/21	N. MANNING	T. RAFFERTY	J. PALACIO			
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #	SHEET 1 of 1	DESIGN\DRWG NO. 1367317_0.01

FILE NAME: 1367317\_0.01.DWG SAVE DATE: 4/6/2021 2:08 PM SAVED BY: PALACIO

D124: Rev. 02/08/18

Southern California Edison Company







# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3304

### Request to Purchase John Deere Loader Public Works - Road Department ACTION REQUIRED

**ITEM SUBMITTED BY**

Shannon Platt, Deputy Director - Roads

**ITEM PRESENTED BY**

Michael Errante, Public Works Director

**RECOMMENDED ACTION:**

Request Board authorize the purchase of one (1) 2023 John Deere, 544P Wheel Loader from Coastline Equipment Company of Las Vegas, NV for an amount not to exceed \$245,038.30.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

On October 25, 2022, the Board approved the purchase of a John Deere 624P loader from Coastline Equipment. When Coastline received the Counties' purchase order, they notified the County that the loader model requested was no longer available. That purchase order has been voided. The Road Department requested a fresh quote for the currently available model, which came back \$ 11,000.00 more expensive and outside the amount budgeted. After reevaluating needs, the Road Department asked for a quote on a loader one series smaller than originally asked for, with an additional forklift attachment, and found it fell within the current budget. Although slightly smaller than the loader originally bid, the addition of the forklift attachment will fill a void in our current fleet. This new loader will help the Department's continuing effort to bring its fleet into compliance with EPA and California Air Resource Board (CARB) laws and requirements. Non-compliant aging equipment in the fleet continues to become more of an operational problem as the operable hours and mileage become limited by law. The need for a new loader for maintenance operations has been identified to replace a non-compliant, 1996 loader that is nearing the end of it's usefulness.

The Road Department is utilizing Sourcewell, a cooperative purchasing program that provides nationally leveraged pricing through John Deere (Sourcewell contract #032119 JDC). Coastline Equipment has been authorized to sell this contract directly. The discount offered through Sourcewell provides the County with a forty percent savings off the list price, which makes it highly competitive against comparable products offered on the market. Pursuant to Inyo County Purchasing Manuel Section II(D)(6), the Road Department may purchase this equipment via Sourcewell / Coastline Equipment without soliciting bids.

The Road Department is recommending your Board authorize the purchase of one (1) new John Deere 544P Wheel Loader from Coastline Equipment Company of Las Vegas, Nevada. The loader is to be delivered to the Road Department shop in Independence and the total expense, including delivery and taxes, is not to exceed \$245,038.30.

**FISCAL IMPACT:**

<b>Funding Source</b>	FY 22/23 Road Department Budget	<b>Budget Unit</b>	034600
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5650
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

The Board could choose not to approve this purchase. This is not recommended, as the current Road Department fleet is aging and each year more of it is put under usage restrictions due to CARB regulations. These usage restrictions are having an adverse impact on road operations.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

County Counsel  
Auditor's office

**ATTACHMENTS:**

- Quote - Loader 544

**APPROVALS:**

Shannon Platt	Created/Initiated - 12/2/2022
Darcy Ellis	Approved - 12/2/2022
Shannon Platt	Approved - 12/9/2022
Breanne Nelums	Approved - 12/12/2022
John Vallejo	Approved - 12/12/2022
Amy Shepherd	Approved - 12/12/2022
Michael Errante	Final Approval - 12/14/2022

Quote Id: 27819582

---

21 November 2022

INYO COUNTY PUBLIC WORKS  
PO BOX Q  
INDEPENDENCE, CA 93526

We would like to take this opportunity to thank you for your recent interest in John Deere machinery.

Please see attached Sourcewell quote for the new 2023 Deere 544P 4WD Loader. It is very well equipped as outlined in the build code portion of the quote. This quote includes the proper counterweight with hitch pin, a 3 spool loader valve, 416 style Hyd Quick Coupler, 96 inch carriage forks with 72 Inch tines and a 3 yard GP bucket with cutting edges. Please let us know if we can help with any questions. The approx delivery is currently April/May for orders placed currently. The Deere Sourcewell Contract is 032119-JDC. Thank you for the opportunity to provide this quote. Your business is important to us.

Sincerely,

JC MARTINEZ  
702-399-2700  
Coastline Equipment Company

**Quote Summary**

**Prepared For:**  
 INYO COUNTY PUBLIC WORKS  
 PO BOX Q  
 INDEPENDENCE, CA 93526

**Prepared By:**  
 JC MARTINEZ  
 Coastline Equipment Company  
 3540 N 5th Street  
 N Las Vegas, NV 89032  
 Phone: 702-399-2700  
 jc.martinez@coastlineequipment.com

**Quote Id:** 27819582  
**Created On:** 21 November 2022

**Expiration Date:** 06 January 2023

<b>Equipment Summary</b>	<b>Suggested List</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 544 P Wheel Loader	\$ 360,751.00	\$ 227,413.74 X	1 =	\$ 227,413.74
<b>Equipment Total</b>				<b>\$ 227,413.74</b>

**Quote Summary**

Equipment Total	\$ 227,413.74
SubTotal	\$ 227,413.74
State Tax - (7.75%)	\$ 17,624.56
Total	\$ 245,038.30
<b>Balance Due</b>	<b>\$ 245,038.30</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 27819582

**Customer:** INYO COUNTY PUBLIC WORKS

## JOHN DEERE 544 P Wheel Loader

**Hours:**
**Suggested List**
**Stock Number:**
**\$ 360,751.00**

Code	Description	Qty
6031DW	544 P Wheel Loader	1
<b>Standard Options - Per Unit</b>		
183E	JDLINK™	1
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0400	Standard Loader	1
0451	Standard Z-BAR	1
0612	Level 2 Trim	1
0658	Level 3 Performance	1
0951	Rear Camera (Primary Display)	1
1100	Less Detection System	1
1301	Left Side Steps	1
2201	Less Payload Scale w/ Cycle Counter	1
4095	John Deere 6.8L - FT4/SV	1
5121	No Brand Preference - 20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims	1
5553	Full Coverage Front Fenders	1
6522	Rear Counterweight & Rear Hitch w/ Pin	1
7026	Joystick Controls	1
7054	Three Function Hydraulics	1
7403	Hydraulic Coupler - JRB 416 Pattern	1
7458	Bolt-On Cutting Edge	1
7503	96 Inch (2438mm) Wide Fork Frame	1
7703	72 Inch (1829mm) Construction Tines	1
7822	3.00 YD (2.30 CM) Enhanced Performance	1
8015	20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims - No Brand Preference	1
8042	Axle Oil Cooling and Filtration	1
8295	Heated And Powered Exterior Mirrors	1
8500	Cold Weather Package	1
8501	Debris Package	1
8502	Maintenance and Service Package	1
8505	Guards - Transmission & Bottom	1
8508	Auxiliary Equipment Package	1

# Selling Equipment

**Quote Id:** 27819582

**Customer:** INYO COUNTY PUBLIC WORKS




# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3348

### Review and Approval of 2023 Statement of Investment Policy

#### Treasurer-Tax Collector

ACTION REQUIRED

**ITEM SUBMITTED BY**

Alisha McMurtrie, Treasurer

**ITEM PRESENTED BY**

Alisha McMurtrie, Treasurer

**RECOMMENDED ACTION:**

Request Board review and approve the 2023 Statement of Investment Policy and direct any questions to the County Treasurer.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

Section 53646(a)(1) of the Government Code requires your Board to annually approve any change to the Policy at a public meeting. The Policy, as written by the County Treasurer, remains in compliance with the legal parameters for the deposit and investment of public funds, as those parameters are set forth in the California Government Code.

**FISCAL IMPACT:**

N/A

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

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

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

- 1. 2023 Inyo County Statement of Investment Policy

**APPROVALS:**

Alisha McMurtrie	Created/Initiated - 12/14/2022
Darcy Ellis	Approved - 12/20/2022
John Vallejo	Approved - 12/20/2022

Alisha McMurtrie

Final Approval - 12/20/2022



# COUNTY OF INYO



## STATEMENT OF INVESTMENT POLICY

January 2023

**INVESTMENT POLICY  
of the  
INYO COUNTY TREASURY**

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

**Scope:**

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

**Policy Statement:**

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

**Prudent Investor Rule:**

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

**Investment Objectives:**

**Safety, Liquidity and Rate of Return:**

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

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

**Legal and Regulatory Compliance:**

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

**Participants:**

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

**Delegation of Authority:**

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

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

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

**Authorized Investments:**

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

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

**Prohibited Investments:**

All investments not specifically listed within are hereby prohibited.

DRAFT

**Investment Criteria:**

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

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

(Figure 1 footnotes)

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

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

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

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

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

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

**Criteria for the Management of Extraordinary Withdrawals:**

Extraordinary Withdrawals are those withdrawals from the County Treasury that:

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

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

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

which securities to liquidate to provide for the Extraordinary Withdrawal and could choose to sell the securities that have the lowest earnings.

**Safekeeping:**

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

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

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

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

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

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

- Pursuant to Section 25250, the County Board of Supervisors (Board) shall, at least biennially, cause to be audited in accordance with generally accepted auditing standards, the financial accounts and records of all officers, including the County Treasurer, having responsibility for the care, management, collections or disbursement of public funds.
- Pursuant to Section 25303, the Board will supervise the official conduct of the Inyo County Treasurer.
- Pursuant to Section 26920 et seq., the County auditor shall, at least once a quarter, perform a review of the Treasurer's statement of assets.



- Pursuant to Section 27100, the books, accounts and vouchers of the County Treasury are at all times subject to the inspection and examination by the Board and the County Grand Jury, or by any officers or agents designated by the Board or Grand Jury to make the inspection or examination. The County Treasurer shall permit the examination of the books and assets of the County Treasury.
- The County Treasurer shall annually render to the Board at a public meeting the Treasury Investment Policy for the Board's review and approval. Any changes to the Policy shall also be reviewed and approved by the Board at a public meeting. In addition, the Treasurer shall annually provide copies of the Policy to the County Treasury Oversight Committee and the California Debt and Investment Advisory Committee (CDIAC).
- The County Treasurer shall render a quarterly report to the Board, County Auditor-Controller and Treasury Oversight Committee. In addition, copies of the report for the second and fourth quarters shall be forwarded to the California Debt and Investment Advisory Committee (CDIAC). The report shall reflect, pursuant to the Law, the detailed status of investments held by the County Treasury including the following information: (Refer to Section 53646)
  - The type of investment, name of the issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held.
  - A description of the funds, investments or programs that are under management of contracted parties, including lending programs.
  - The market values of all funds, investments or programs under the management of contracted parties, and the source valuation for any security within the treasury.
  - A description of the compliance or the manner in which the portfolio is not in compliance with the County Treasury Investment Policy.
- A statement of the County Treasury's ability to meet the projected liquidity requirements of participants in the treasury pool for the next six (6) months, or an explanation as to why sufficient money may not be available.

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

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

**Internal Controls:**

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

**Prohibitions on the Acceptance of Gifts and Honoraria:**

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

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

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

This section sets forth an alternative investment procedure for the separate investment management of certain general obligation bond proceeds belonging to local governmental agencies that are participants in the Treasury Pool. The goal of this procedure is to maximize interest earnings on general obligation bond proceeds that are not immediately required by the issuing agency, thereby reducing the agency's bond interest costs.

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

General obligation bond proceeds of \$100,000.00 or more belonging to a local governmental agency that is a Treasury Pool Participant and that are not immediately required by the agency, may, at the sole discretion of the County Treasurer, be separately invested for the financial benefit of said agency. The bond proceeds shall at all times remain in, and be considered part of, the County Treasury. The bond proceeds that have been separately invested may not be

withdrawn from the Treasury. Once authorized by a resolution of the agency issuing the bonds as stated above, the County Treasurer may use the bond proceeds to purchase specific investments that will thereafter be considered investments of said agency.

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

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

**Disclosure of Significant Activity:**

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

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

**Duties of the Treasury Oversight Committee:**

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

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

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

**Annual Compliance Audit:**

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

DRAFT

## GLOSSARY OF TERMS

### ACCRUED INTEREST

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

### BANKERS' ACCEPTANCE

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

### BASIS POINT

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

### BOOK VALUE

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

### BROKER/DEALER

Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

### COMMERCIAL PAPER

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

### COUPON RATE

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

### CREDIT RISK

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

### CURRENT YIELD

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

### CUSIP NUMBERS

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

### DISCOUNT

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

### EARNINGS APPORTIONMENT

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

### FAIR VALUE

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

### FLOATING RATE NOTE

A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, LIBOR etc.).

### INTEREST

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

### LOCAL AGENCY INVESTMENT FUND (LAIF)

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

### MARKET VALUE

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

### MATURITY

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

### MONEY MARKET MUTUAL FUND

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

PAR

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

PAR VALUE

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

PREMIUM

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

REPURCHASE AGREEMENT OR RP OR REPO

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

REGISTERED WARRANTS

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

SETTLEMENT DATE

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

TRADE DATE

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

WEIGHTED AVERAGE MATURITY

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

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

**Scope:**

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

**Continuity Procedure:**

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

**Functions and Tasks to be Performed:**

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

Tasks to be performed include:

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

**Equipment and Emergency Packets:**

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

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

- Copy of the Investment Policy, which includes the Disaster/Continuity Plan
- Emergency Check Stock
- Updated report of investments
- Sign on instructions to access all online bank accounts and securities safekeeping accounts



- Listing of all home phone, home addresses, cell phone, email addresses of the authorized persons and treasury staff. Listings shall also include the County Administrator, County Auditor-Controller and the Office of Emergency Services.
- Banks, Authorized Broker/Dealers, names and contact information.
- Copies of all district, county and school bank signature cards.
- Contact list for all agencies whose funds are on deposit with the treasury.

**Offsite Locations:**

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

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

DRAFT



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTHEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3349

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

**ITEM SUBMITTED BY**

Alisha McMurtrie, Treasurer

**ITEM PRESENTED BY**

Alisha McMurtrie, Treasurer

**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2023-01, titled, "A Resolution of the Board of Supervisors of the County of Inyo delegating to the Inyo County Treasurer its investment authority pursuant to Section 53607 of the Government Code," and authorize the Chairperson to sign.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

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

**FISCAL IMPACT:**

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	N/A
<b>B</b>	N/A	<b>Object Code</b>	N/A
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
N/A			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

This section is not relevant to this item.

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

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

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. 2023 Resolution-Delegation of Investment Authority

**APPROVALS:**

Alisha McMurtrie	Created/Initiated - 12/14/2022
Darcy Ellis	Approved - 12/20/2022
John Vallejo	Approved - 12/20/2022
Alisha McMurtrie	Final Approval - 12/20/2022

**RESOLUTION No. 2023-01**

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

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

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

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

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

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

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

PASSED AND ADOPTED this 3<sup>rd</sup> day of January 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Chairman

Inyo County Board of Supervisors

ATTEST: Nate Greenberg, Clerk of the Board

BY \_\_\_\_\_

Darcy Ellis, Assistant Clerk of the Board



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3352

### LORP Annual Accounting Report Water Department ACTION REQUIRED

**ITEM SUBMITTED BY**

Aaron Steinwand, Water Director

**ITEM PRESENTED BY**

Aaron Steinwand, Water Director

**RECOMMENDED ACTION:**

Request Board approve the 2021-2022 Lower Owens River Project (LORP) Annual Accounting Report.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Agreement between the County of Inyo and the City of Los Angeles Department of Water and Power concerning operation and funding of the Lower Owens River Project (Post Implementation Agreement, or PIA), which was adopted by the City of Los Angeles Board of Water and Power Commissioners on May 18, 2010, by Resolution 110-323, and approved by the Inyo County Board of Supervisors on June 8, 2010, requires an annual accounting report that describes the work performed pursuant to the previous year's approved Lower Owens River Project (LORP) Work Plan and Budget (Work Plan), and the costs incurred by each party in performing such work shall be submitted to the governing board of each party or the party's designee by October 31. The PIA had sunset on July 11, 2022, but was renewed for two years by your Board on July 5, 2022). The accounting report identifies the difference, if any, between the actual costs incurred by each party and the actual work performed by each party as compared to the costs and work for that party that were identified in that year's approved Work Plan (Section II.J.3.a; <https://www.inyowater.org/wp-content/uploads/2012/10/LORP-Post-Imp-Agreement-May-2010.pdf>).

The primary purpose of the LORP Annual Accounting Report is to provide a basis for which to estimate time and expenses for the next fiscal year work plan and accounting. Under the Post Implementation Agreement, the County of Inyo (County) and the Los Angeles Department of Water and Power (LADWP) are jointly responsible for the costs and activities specified in PIA Section II.J.3.b. If a Party fully performs the share of the work allocated to it in the annual LORP Work Plan that party is in compliance with the PIA. Further, there shall be no reconciliation of hours or costs even if an annual accounting report or audit shows that the Party expended more time in performing the work than was estimated. An exception to this rule allows reconciliation for contract work that was performed for less than the amount budgeted. In this case, to reconcile the change with the approved budget, the accounting report will specify whether a payment should be made by LADWP to the County or whether the County should make a payment to LADWP. The Accounting Report will specify the account to be credited or debited (Post Implementation LORP Credit and/or LORP Trust Account; PIA Section II.J.3.c).

The 2021-2022 Work Plan, adopted by the Inyo/LA Technical Group on June 28, 2021, identifies tasks to be carried out by the MOU Consultant, Hydrologic Monitoring, Biological and Water Quality Monitoring,

Operations and Maintenance, and Range Monitoring. All tasks identified in the Work Plan were satisfactorily completed. Both Inyo County and LADWP fully performed work assignments identified in the Work Plan.

The 2021-2022 LORP Work Plan and associated \$724,902.83 budget was adopted by the Inyo/LA Technical Group on June 28, 2021, and approved by your Board on July 6, 2021. The County's projected contribution was \$117,896.15 and LADWP's was \$473,969.28 Total LORP expenditures were \$597,168.00, with the County contributing \$57,303.61 and LADWP \$539,864.39 (Table 1 in the Accounting Report).

LADWP budgeted \$18,000.00 for a rodent control contract, and \$12,250.00 was spent due to the contract expiring during the fiscal year. Per the Post-Implementation Agreement Section II.J.3.c., costs for contracted work are adjusted when contract work is less than the amount budgeted in the approved budget. Therefore, the LORP credit will be adjusted by half of the \$5,500.00 difference (\$2,875). The total difference in budgeted expenses between the County and LADWP, including reconciled consultant and rodent control costs, divided by the two parties is \$175,161.57. This amount will be deducted from the County's LORP credit.

Amendments to the Work Plan are also reconciled in the annual accounting report, but there were no work plan amendments in the 2021-2022 fiscal year.

**FISCAL IMPACT:**

**Additional Information**

As of June 28, 2022, the LORP Credit balance, held by LADWP, after deducting the 2021-2022 LORP expenses of \$175,161.57 and making a 7.9% adjustment based on the April 2022 Los Angeles-Anaheim- Riverside All Urban Consumers Price Index, is \$585,842.43. As of December 1, 2022, the LORP Post-Implementation Trust Account balance, held by the County of Inyo Treasury is \$2,187,210.00. The sum of the Trust and Credit accounts is \$2,773,052.43. This amount, with interest on the Trust account and indexing on the Credit balance, is available to fund the County's ongoing LORP costs through the term of the PIA, which sunsets on July 11, 2024.

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

N/A

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

LADWP

**ATTACHMENTS:**

- 2021-2022 LORP Accounting Report

**APPROVALS:**

Holly Alpert	Created/Initiated - 12/19/2022
Darcy Ellis	Approved - 12/20/2022
Holly Alpert	Approved - 12/20/2022
Keri Oney	Approved - 12/21/2022
John Vallejo	Approved - 12/21/2022
Amy Shepherd	Approved - 12/28/2022
Nate Greenberg	Final Approval - 12/28/2022

# Lower Owens River Project 2021-2022 Work Plan Annual Accounting Report

---

Prepared by Inyo County Water Department  
&  
Los Angeles Department of Water and Power

December 13, 2022

## **Executive Summary**

*The Agreement Between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project (PIA)* requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work be submitted to the governing board of each Party or the Party's designee by October 31. The 2021-2022 Lower Owens River Project (LORP) Work Plan and Budget contained the following categories of tasks under maintenance and monitoring: operations and maintenance, hydrologic monitoring, biological/water quality monitoring, range monitoring, mosquito abatement, noxious species control, rodent control, and adaptive management.

## **Background**

The PIA was adopted by the City of Los Angeles Board of Water and Power Commissioners (LADWP Board) on May 18, 2010 through Resolution 010-323, and approved by the Inyo County Board of Supervisors on June 8, 2010. It was amended for a two-year extension by the Inyo County Board of Supervisors July 5, 2022 and by the LADWP Board on September 13, 2022 through Resolution 023-048. The PIA sunset on July 11, 2022, but was extended by agreement of the LADWP and Inyo County Boards for two years. It will terminate on July 11, 2024.

The PIA requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved Work Plan and Budget (PIA Section II.J.3.a). The purpose of the accounting report is to inform the preparation of future work plans.

Inyo County and the Los Angeles Department of Water and Power (LADWP) are jointly responsible for the costs and activities specified in PIA Section II.J.3.b. If a Party fully performs the share of the work allocated to it in the annual Work Plan budget, that party is in compliance with this agreement. Further, except for payments to contractors, there shall be no reconciliation of hours or costs even if an annual accounting report or audit show that the Party expended more time in performing the work than was estimated.

## **2021-2022 Accounting and Adjustment**

The 2021-2022 LORP Work Plan and associated \$591,865.43 Budget was adopted by the Inyo/LA Technical Group on June 28, 2021. Inyo County's budgeted contribution was \$117,896.15 and LADWP's was \$473,969.28. Actual expenditures were \$597,168.00, with Inyo County contributing \$57,303.61 and LADWP \$539,864.39 (Table 1). LADWP budgeted \$18,000.00 for a rodent control contract and \$12,250.00 was spent due to the contract expiring during the Fiscal Year. Per the PIA Section II.J.3.c., costs for contracted work are adjusted when contract work is less than the amount budgeted in the approved budget. Therefore, the LORP credit will be adjusted by half of the \$5,750.00 difference (\$2,875.00). The total difference in budgeted expenses between the County and LADWP, including reconciled rodent



control costs, divided by the two parties is \$175,161.57. This amount will be deducted from the County's LORP credit.

**Table 1. Monitoring and Adaptive Management Budget from LORP Work Plan, Budgeted vs. Actual Expenses, 2021-2022 Fiscal Year**

Inyo County	Budgeted Staff Work Days	Actual Staff Work Days	Budgeted Staff Time, Materials, and Equipment	Actual Staff Time, Materials, and Equipment	Payment/Credit
Biologic and Water Quality	8	32	\$0.00	\$0.00	
Mosquito Abatement	-	-	\$30,000.00	\$7,303.61	
Noxious Species Control	-	-	\$50,000.00	\$50,000.00	
Adaptive Management	135	115	\$37,896.15	\$0.00	
<b>Inyo County Totals</b>	<b>143</b>	<b>147</b>	<b>\$117,896.15</b>	<b>\$57,303.61</b>	<b>(\$175,161.57)</b>

LADWP	Budgeted Staff Work Days	Actual Staff Work Days	Budgeted Staff Time, Materials, and Equipment	Actual Staff Time, Materials, and Equipment	
Hydrologic Monitoring	-	-	\$73,290.00	\$150,589.67	
Biologic and Water Quality	8	26	\$0.00	\$0.00	
Operations and Maintenance	-	-	\$314,783.13	\$241,102.97	
Mosquito Abatement	-	-	\$30,000.00	\$7,303.61	
Rodent Control	-	-	\$18,000.00	\$12,250.00	
Adaptive Management	135	121	\$37,896.15	\$128,618.14	
LADWP Totals	<b>143</b>	<b>147</b>	<b>\$473,969.28</b>	<b>\$539,864.39</b>	
<b>Combined Total (LADWP &amp; Inyo County)</b>	<b>286</b>	<b>294</b>	<b>\$591,865.43</b>	<b>\$597,168.00</b>	
Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP)			<b>(\$175,161.57)</b>		

# Section 1. Budget Summary by Individual Work Group

---

## **Operations and Maintenance, LADWP**

Operation activities consist of setting and checking flows. Maintenance activities consist of cleaning water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, and adjustments to flow control structures. Estimates of the level of effort necessary for maintenance are adjusted as required by Section II.D of the PIA, which allows that costs for maintenance of ditches, spillgates, and control structures that are above the baseline costs for facilities in the river corridor and Blackrock Waterfowl Management Area (BWMA) shall be shared. The estimated 2021-2022 costs for river corridor and BWMA facilities were \$474,788.13. This figure reduced by the combined Consumer Price Index (CPI)-adjusted baseline costs for the river corridor and BWMA facilities is \$314,783.13.

Actual costs for regular operations and maintenance activities in the LORP in the 2021-2022 fiscal year were \$401,107.97 (Table 2). This amount reduced by the CPI - adjusted baseline costs (Table 3) is \$241,102.97 (Table 2). Much of this work focused on cleaning, repairs, and maintenance of the Intake Spillgate and Blackrock Ditch as well as ongoing Aqueduct and Reservoir Keeper labor for patrols and flow changes for the project. LADWP Construction crews spent more time and effort on the BWMA Adaptive Management preparations than anticipated (see Section 2, Table 7). Although the purchase and replacement of the LORP Intake Langemann Gate were budgeted and planned for the 2018-2019 fiscal year, this work did not occur due to purchasing constraints and staff shortages during the COVID-19 pandemic. Supply chain and materials shortages have prevented purchase and acquisition of the LORP Intake Langemann Gate. This work will be conducted in the 2022-2023 fiscal year.

## **Hydrologic Monitoring, LADWP**

LADWP budgeted a total of \$73,290.00 for hydrologic monitoring in the 2021-2022 fiscal year. The actual cost was \$150,589.67 (Table 4). This work came in considerably over budget due to upgrade of SCADA instrumentation at the LORP Intake, Blackrock Ditch, and BWMA Waggoner and Winterton Waterfowl Units, and the LORP Pumpback Station.

## **Biological Monitoring, Inyo County and LADWP**

Monitoring, analysis, and report preparation were jointly conducted by Inyo County and LADWP. Eight people days were budgeted to each agency to conduct the wetted extent monitoring for the BWMA, for a total of 16 people days. It was realized following approval of the 2021-2022 Work Plan and Budget that the LORP Monitoring and Adaptive Management Plan required avian surveys along the Lower Owens River in the 15<sup>th</sup> year of monitoring, therefore Inyo County and LADWP also completed this field effort in 2022. The actual number of people days spent for biological monitoring was 58 (Table 5). Additional time spent by LADWP and Inyo County staff was related to adaptive management and is accounted for in that section, which offsets a slight discrepancy in people days for standard biological monitoring.

## **Range Monitoring**

Range monitoring (utilization, range trend monitoring, and irrigated pasture condition scoring) described in the LORP Monitoring, Adaptive Management, and Reporting Program (MAMP) was conducted by LADWP and is not a shared cost, and was therefore not budgeted for in the 2021-2022 LORP Work Plan and Budget. However, actual people days necessary to conduct this work are shown in Table 6.

**Mosquito Abatement**

During the 2021-2022 Fiscal Year, \$60,000.00 (split evenly between LADWP and Inyo County) was budgeted for mosquito abatement activities to be conducted by the Owens Valley Mosquito Abatement Program. These activities include field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes. LADWP and Inyo County were billed a combined total of \$14,607.22 for mosquito abatement activities in the LORP in the 2021-2022 fiscal year, which is \$45,392.78 less than budgeted.

**Noxious Weeds**

During the 2021-2022 fiscal year, Inyo County paid a total of \$50,000 for noxious species control in the LORP.

**Table 2. LORP Operations and Maintenance Summary of Actual Expenditures, 2021-2022 Fiscal Year**

Location/Activity	Total Labor	Total Equipment
<b>River</b>		
Measuring Station Maintenance	\$0.00	\$0.00
Intake Spillgate	\$21,719.22	\$22,582.75
Thibaut Spillgate and Ditch	\$2,208.70	\$1,124.20
Independence Spillgate and Ditch	\$26,278.40	\$34,415.20
Locust Spillgate and Ditch	\$0.00	\$0.00
Georges Ditch	\$0.00	\$0.00
Alabama Spillgate	\$0.00	\$0.00
Delta Spillgate	\$0.00	\$0.00
<b>River Subtotal</b>	<b>\$50,206.32</b>	<b>\$58,122.15</b>

<b>Blackrock Waterfowl Management Area</b>		
Blackrock Ditch	\$54,761.12	\$59,134.39
Thibaut Pond Maintenance	\$0.00	\$0.00
Patrol & Flow Changes (River and BWMA)	\$136,873.59	\$42,010.40
<b>BWMA Subtotal</b>	<b>\$191,634.71</b>	<b>\$101,144.79</b>

<b>TOTALS</b>	
River Total	\$108,328.47
BWMA Total	\$292,779.50
<b>Total O and M</b>	<b>\$401,107.97</b>
<b>CPI-Adjusted O &amp; M</b>	<b>\$241,102.97</b>

**Table 3. LORP Operations and Maintenance Cost Adjustment, 2021-2022 Fiscal Year\***

		River	BWMA	Combined Adj.
<b>CPI Adjustment</b>		\$56,863.00	\$62,798.00	\$119,661.00
2006-2007	4.5%	\$59,421.84	\$65,623.91	\$125,045.75
2007-2008	3.1%	\$61,263.91	\$67,658.25	\$128,922.16
2008-2009	-1.3%	\$60,467.48	\$66,778.69	\$127,246.17
2009-2010	0.9%	\$61,011.69	\$67,379.70	\$128,391.39
2010-2011	0.7%	\$61,438.77	\$67,851.36	\$129,290.13
2011-2012	3.0%	\$63,281.93	\$69,886.90	\$133,168.83
2012-2013	2.1 %	\$64,610.85	\$71,354.53	\$135,965.38
2013-2014	0.4%	\$64,869.30	\$71,639.94	\$136,509.24
2014-2015	1.3%	\$65,712.60	\$72,571.26	\$138,283.86
2015-2016	1.6%	\$66,764.00	\$73,732.40	\$140,496.40
2016-2017	1.8%	\$67,965.75	\$75,059.59	\$143,025.34
2017-2018	3.6%	\$70,412.52	\$77,761.73	\$148,174.25
2018-2019	3.6%	\$72,947.37	\$80,561.15	\$153,508.52
2019-2020	3.2%	\$75,281.69	\$83,139.11	\$158,420.80
2020-2021	1.0%	\$76,034.50	\$83,970.50	\$160,005.00

\*Adjusted up or down based on the November Los Angeles-Anaheim-Riverside All Urban Consumers Price Index ([https://www.bls.gov/regions/west/news-release/consumerpriceindex\\_losangeles.htm](https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm))

**Table 4. LORP Hydrologic Monitoring, Budgeted vs. Actual Expenditures, 2021-2022 Fiscal Year**

Location/Task	Budgeted Labor Costs	Budgeted Equipment Costs	Total Budgeted Costs	Total Actual Costs
	<b>Hydro Operations</b>			
River Stations	\$13,760.00	\$6,080.00	\$19,840.00	\$54,572.64
Seasonal Habitat	\$3,010.00	\$280.00	\$3,290.00	\$0.00
Off River Lakes & Ponds	\$3,870.00	\$360.00	\$4,230.00	\$2,933.15
Flow to Delta	\$1,720.00	\$3,160.00	\$4,880.00	\$19,518.63
Blackrock Waterfowl	\$3,870.00	\$3,360.00	\$7,230.00	\$40,168.33
Reporting Compliance	\$2,580.00	\$240.00	\$2,820.00	\$1,446.92
	<b>Engineering</b>			
Reporting Compliance	\$31,000.00	\$0.00	\$31,000.00	\$31,950.00
		<b>Totals</b>	<b>\$73,290.00</b>	<b>\$150,589.67</b>

**Table 5. LORP Biological and Water Quality, Time Budgeted vs. Actual, 2021-2022 Fiscal Year**

	Budget			Actual		
	Total Days	Inyo Days	LA Days	Total Days	Inyo Days	LA Days
Biological Monitoring						
Riverine Riparian Area - Avian Surveys	0	0	0	42	24	18
Waterfowl Area Acreage	16	8	8	16	8	8
<b>Total Person Days on Project</b>	<b>16</b>	<b>8</b>	<b>8</b>	<b>58</b>	<b>32</b>	<b>26</b>

**Table 6. LORP Range Monitoring, Time Budgeted vs. Actual, 2021-2022 Fiscal Year (LADWP Only)**

Task	Budgeted People Days	Actual People Days
Utilization	45	10
Irrigated Pasture Condition	5	0
Range Trend	50	20
Analysis and Reporting	20	10
<b>Total</b>	<b>120</b>	<b>40</b>

# Section 2. Adaptive Management

LADWP and Inyo County completed the first year of the 5-year Interim Management and Monitoring Plan in the Blackrock Waterfowl Management Area in the 2021-2022 fiscal year. This work included preparation of the Waggoner, Winterton, and Thibaut Waterfowl Units prior to reflooding in fall 2021. This work was planned to be performed by LADWP and was budgeted at \$75,792.30, to be shared equally between LADWP and Inyo County. The actual work performed cost \$128,618.14 and is described below. There will be no offsetting costs.

The flow structures and associated weir plates for Diversion #3 and Diversion #8 were modified to allow for larger flow releases into the East Winterton and Waggoner Waterfowl Units, respectively. The ditches downstream of Diversions #3, #5, and #8 were cleaned for improved conveyance and to allow for accurate flow data collection. Berms were repaired/reinforced in the East Winterton and Thibaut Waterfowl Units, which optimized ponding in those units. The East Winterton and Waggoner Waterfowl Units were disced prior to flooding in September 2021. Discing of the South Winterton Waterfowl Unit is deferred until the 2022-2023 fiscal year.

**Table 7. BWMA Adaptive Management Actual Costs, Fiscal Year 2021-2022**

Location/Activity	Labor	Equipment
Diversion #3, #5, #8 Repair, Spillgate Maintenance, Berm Repair	\$34,050.02	\$21,094.40
Waggoner and East Winterton Waterfowl Units, Discing	\$43,273.32	\$30,200.40
<b>Subtotals</b>	<b>\$77,323.34</b>	<b>\$51,294.80</b>

<b>Total</b>	<b>\$128,618.14</b>
--------------	---------------------

LADWP and Inyo County identified a number of adaptive management tasks to complete during the 2021-2022 fiscal year, budgeting a total of 270 people days, with Inyo County contributing 135 people days and LADWP contributing 135 people days. The actual number of people-days spent on adaptive management was 236, with 115 contributed by Inyo County, and 121 for LADWP (Table 8).

**Table 8. LORP Adaptive Management, Time Budgeted vs. Actual, 2021-2022 Fiscal Year**

Adaptive Management Monitoring	Budgeted			Actual		
	Total Days	Inyo Days	LA Days	Total Days	Inyo Days	LA Days
BWMA Interim Management and Monitoring Plan - Monitoring and Reporting	120	60	60	117	56	61
Migratory bird surveys on river	30	10	20	0	0	0
Tamarisk beetle study	15	0	15	10	0	10
Noxious species survey and treatment	70	30	40	74	24	50
Tree recruitment assessment	35	35	0	35	35	0
<b>Total Person Days</b>	<b>270</b>	<b>135</b>	<b>135</b>	<b>236</b>	<b>115</b>	<b>121</b>



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3354

### Approval of Contract for Assistant Assessor Assessor

ACTION REQUIRED

#### ITEM SUBMITTED BY

David Stottlemyre, Assesor

#### ITEM PRESENTED BY

David Stottlemyre, Assesor

#### RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Allison Krohn for the provision of professional services as the Assistant Assessor at Range 88, Step A, \$8,016 per month, effective January 5, 2023.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Assistant Assessor position, which oversees the day-to-day operations of the appraisal division, became vacant in December 2020 as a result of an employee resignation. The Department has been recruiting for this position, and following recent interviews, selected Allison Krohn, a current Assessor's Office employee.

The Assistant Assessor position is critical to the department, as it is involved in developing strategic, long-term plans for the department, performs appraisals and audits, reviews and analyzes legislation, case law and other regulations which may impact the Assessor's office, and represents the Assessor in his absence. The Department respectfully requests your Board approve the contract for personnel services.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	010600
<b>Budgeted?</b>	Yes	<b>Object Code</b>	Salaries/Benefits
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If this contract is not approved, the Department would continue recruiting to fill the vacancy.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Assistant Assessor - Allison Krohn

**APPROVALS:**

Hayley Carter	Created/Initiated - 12/21/2022
Keri Oney	Approved - 12/21/2022
John Vallejo	Approved - 12/21/2022
Amy Shepherd	Approved - 12/21/2022
Nate Greenberg	Final Approval - 12/28/2022



**AGREEMENT BETWEEN COUNTY OF INYO  
AND ALLISON KROHN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT ASSESSOR**

**INTRODUCTION**

WHEREAS, ALLISON KROHN (hereinafter referred to as "Assistant Assessor") has been or will be duly appointed as an Assistant Assessor for Inyo County; and

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

Assistant Assessor 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 Assistant Assessor 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. ADMINISTRATION OF CONTRACT.**

Assistant Assessor will report directly to and shall work under the direction of the Assessor. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Assessor.

**3. TERM.**

The term of this Agreement shall be from January 5, 2023 until terminated as provided below.

**4. CONSIDERATION.**

A. Compensation. County shall pay Assistant Assessor 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 Assistant Assessor.

B. Travel and Per Diem. County shall reimburse Assistant Assessor for the travel expenses and per diem which Assistant Assessor 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 Assistant Assessor 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 Assistant Assessor without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant Assessor 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. Assistant Assessor will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

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

## **5. WORK SCHEDULE.**

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

## **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant Assessor to provide the services and work described in Attachment A must be procured by Assistant Assessor and be valid at the time Assistant Assessor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant Assessor 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. Assistant Assessor will provide County, at County's request, 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 Assistant Assessor 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. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

## **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 Assistant Assessor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant Assessor will use reasonable care to protect, safeguard and maintain such items while they are in Assistant Assessor's possession.

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

**9. WORKERS' COMPENSATION.**

County shall provide workers' compensation coverage to Assistant Assessor 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 Assistant Assessor 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. DEFENSE AND INDEMNIFICATION.**

In the event the Assistant Assessor 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 Assistant Assessor harmless from any and all liability arising from such acts as required by law.

**11. TERMINATION AND DISCIPLINE.**

Assistant Assessor's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant Assessor ninety (90) days written notice of such intent to terminate. Assistant Assessor 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 Assistant Assessor. County has relied upon the skills, knowledge, experience, and training of Assistant Assessor as an inducement to enter into this Agreement. Assistant Assessor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

**13. NONDISCRIMINATION.**

Assistant Assessor agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

**14. CONFIDENTIALITY.**

Assistant Assessor 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 Assistant Assessor only as allowed by law.

**15. CONFLICTS.**

Assistant Assessor agrees that Assistant Assessor 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. Assistant Assessor agrees to complete and file appropriate conflict of interest statements.

**16. POST AGREEMENT COVENANT.**

Assistant Assessor 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, Assistant Assessor 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, Assistant Assessor 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 Assistant Assessor 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**

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

**Assistant Assessor**

<u>ALLISON KROHN</u>	Name
<u>1513 Rocking W Drive</u>	Street
<u>Bishop, CA 93514</u>	City and State

**29. 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 ALLISON KROHN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT ASSESSOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
5th DAY OF January, 2023.

**COUNTY OF INYO**

**ASSISTANT ASSESSOR**

By: \_\_\_\_\_

By: ALLISON KROHN  
Print or Type Name

Dated: \_\_\_\_\_

A/K  
Signature

Dated: 12/21/22

APPROVED AS TO FORM AND  
LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

Christie Martindale  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

K. Oney  
\_\_\_\_\_  
Personnel Services

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ALLISON KROHN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT ASSESSOR**

**TERM:**

**FROM: January 5, 2023 TO: TERMINATION**

**SCOPE OF WORK:**

Upon commencing employment, Assistant Assessor shall perform the duties and responsibilities as identified in the job description for Assistant Assessor incorporated herein by this reference.

Assistant Assessor shall endeavor to complete all requirements to obtain Advanced Auditor-Appraiser Certification by June 30, 2027. Such effort shall be at the direction of the Assessor made in the context of workload priority.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ALLISON KROHN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT ASSESSOR**

**TERM:**

**FROM January 5, 2023 TO: TERMINATION**

**SCHEDULE OF FEES:**

1. After commencing employment, Assistant Assessor shall be compensated at Range 88 Step A and be paid \$8,016 per month and shall be paid every two weeks on County paydays and be eligible for Merit Advancement as outlined in the Personnel Rules and Regulations.
2. The Assessor will review Assistant Assessor's performance annually.
3. To the extent not inconsistent with any other provision of this contract, the terms and conditions of Assistant Assessor's employment shall also be covered by the County's Personnel Rules and Regulations and by the County's Memorandum of Understanding with the Elected Officials Assistants Association (which represents Assistant Assessor's position).
4. County will provide a \$250.00 per month vehicle allowance.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.







# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3333

### Inyo County Project Portfolio Introduction County Administrator NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

Request Board receive a presentation covering countywide projects and work efforts, and provide direction to staff as appropriate.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Since starting in the position in September, CAO Greenberg has been meeting with Department Heads and key staff throughout the County with the goal of getting to know our team, and gaining a better understanding of the important work that everyone is doing. Alongside these in-person meetings has been the implementation of a new countywide project management system using a web-based technology platform called Quickbase. The combination of these two efforts has produced a comprehensive list of projects and basic details which can be seen in one place with various reporting and visualization tools to better help understand and manage work efforts.

This item will provide an introduction to the overall project portfolio as well as the Quickbase application which houses the information with the goal of providing the Board of Supervisors an initial look at active, upcoming, and recently completed projects. This item should also lay the groundwork for upcoming departmental workshop presentations to the Board which are intended to provide additional details for many of the projects referenced.

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	N/A
<b>Budgeted?</b>	N/A	<b>Object Code</b>	N/A
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
There is no direct fiscal impact associated with this item, though there are many projects included within which do have fiscal impacts.			
<b>Future Fiscal Year Impacts</b>			
There is no direct fiscal impact associated with this item, though there are many projects included within which do have fiscal impacts.			

## Additional Information

### **ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

No Action is required for this item, therefore there are no alternatives or consequences.

### **OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Information from various County departments are included within this presentation.

### **ATTACHMENTS:**

1. Inyo Ops - Supervisor Dashboard Example

### **APPROVALS:**

Nate Greenberg  
Darcy Ellis

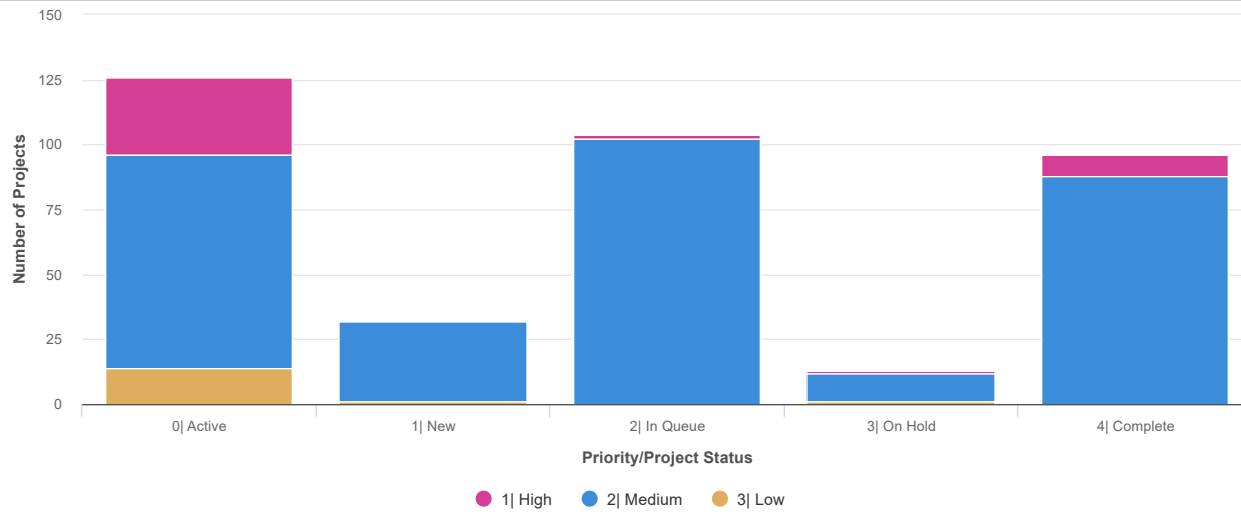
Created/Initiated - 12/28/2022  
Final Approval - 12/29/2022



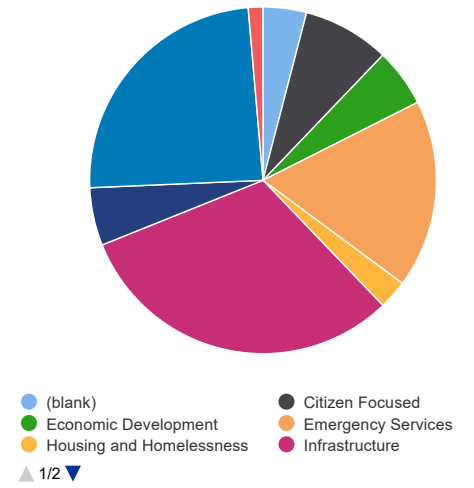
# INYO COUNTY PROJECT PORTFOLIO

Search Projects

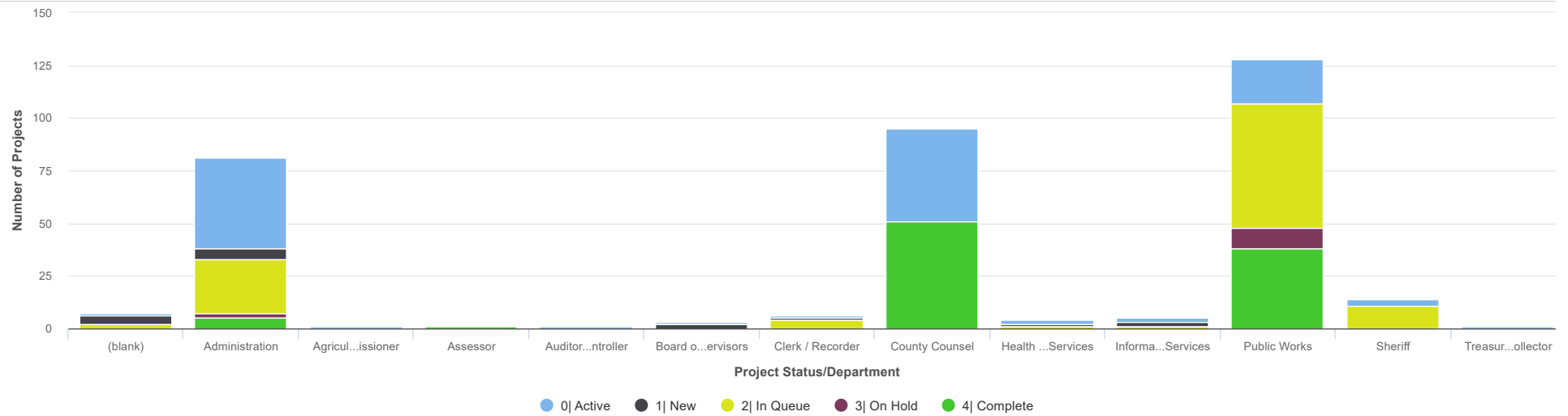
## Projects by Priority



## Active Projects by Category



## Projects by Department



## Board Priority Projects

	Priority	Project Name	Project Category	Type	Department	Responsible Department	Total Budget	Location	Project Manager	Project Tags	Est Start Date	Target Date	Deadline
0  Active (28 Project records)													
	1  High	Community Wildfire Protection Plan	Emergency Services		Administration	<a href="#">Administration</a>			<a href="#">Pfeiler, Kristen</a>	Emergency Management	10-01-2022	12-31-2023	
	1  High	Countywide EMS Program	Citizen Focused		Administration	<a href="#">Administration</a>			<a href="#">Greenberg, Nate</a>	Emergency Management	11-01-2022	12-31-2023	
	1  High	Fuels Reduction Initiatives	Emergency Services		Administration	<a href="#">Administration</a>			<a href="#">Pfeiler, Kristen</a>	Emergency Management	03-01-2023	12-31-2023	
	1  High	Emergency Services Radios	Emergency Services		Administration	<a href="#">Administration</a>			<a href="#">Greenberg, Nate</a>	Emergency Management	03-01-2023	12-31-2023	
	1  High	LADWP Landfills	Land and Water	Land Tenure	Administration	<a href="#">Administration</a>	\$1,200,000		<a href="#">Greenberg, Nate</a>				06-30-2023
	1  High	LADWP Leases & Easements	Land and Water	Land Tenure	Administration	<a href="#">Administration</a>	\$522,000		<a href="#">Greenberg, Nate</a>				06-30-2023
	1  High	Rural Fire Protection District	Operations	Operations	Administration	<a href="#">Administration</a>			<a href="#">Greenberg, Nate</a>				06-30-2023





# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTHEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 3, 2023

Reference ID:  
2022-3375

### Board of Supervisors Meeting Minutes Clerk of the Board ACTION REQUIRED

**ITEM SUBMITTED BY**

Clerk of the Board

**ITEM PRESENTED BY**

Darcy Ellis, Assistant Clerk of the Board/Public Relations Liaison

**RECOMMENDED ACTION:**

Request Board approve the minutes of the December 20, 2022 Board of Supervisors meeting.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](http://www.inyocounty.us).

**FISCAL IMPACT:**

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

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

N/A

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis

Created/Initiated - 12/28/2022

Darcy Ellis

Final Approval - 12/28/2022