



**Inyo Local Agency Formation Commission**  
 168 North Edwards Street  
 Post Office Drawer L  
 Independence, California 93526

Phone: (760) 878-0263  
 FAX: (760) 872-2712  
 E-Mail: [inyolafco@inyocounty.us](mailto:inyolafco@inyocounty.us)

## INYO LOCAL AGENCY FORMATION COMMISSION AGENDA

May 12, 2021 at 9:00 am

To be held at: **NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the LAFCO will be conducting its hearing exclusively via videoconference by which LAFCO Members and staff will be participating. The videoconference will be accessible to the public by computer, tablet or smartphone at:

<https://us02web.zoom.us/j/89745834358?pwd=U3BaWEk1Wk8wZE5ZK1ZmaXJZcGRIUT09>

Meeting ID: 897 4583 4358  
 Passcode: 632065

One tap mobile  
 +16699006833,,89745834358#,,,,\*632065# US (San Jose)  
 +12532158782,,89745834358#,,,,\*632065# US (Tacoma)

Commissioners:	Rick Pucci (Inyo County) Jeff Griffiths (Inyo County) Laura Smith (City of Bishop) Stephen Muchovej (City of Bishop) Alan Tobey (Public) Chairperson
Alternates:	Dan Totheroh (Inyo County), Jim Ellis (City of Bishop)
Executive Officer:	Cathreen Richards
Staff Analyst/Clerk:	Paula Riesen
Counsel:	Marshall Rudolph

Items will be heard in the order listed on the agenda unless the Inyo Local Agency Formation Commission (LAFCO) rearranges the order or the items are continued.

The LAFCO Chairperson will announce when public testimony can be given for items on the agenda. Please be aware that the Commission will consider testimony on both the project and related environmental documents.

If you challenge in Court any findings, determination or decision made following any Public Hearing announced in this agenda in Court, you may be limited to raising only those issues you or someone else rose at the Public Hearing, or in written correspondence delivered to the Inyo LAFCO at, or prior to, the Public Hearing.

**Public Notice:** In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Inyo LAFCO at (760) 878-0263 (28 CFR 35.102-3.104 ADA Title II). Notification 48 hours prior to the meeting will enable the Commission 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 Inyo LAFCO at least 72 hours prior to the meeting to enable the Commission to make the agenda available in a reasonable alternative format (Government Code Section 54954.2).

**ITEM 1: Pledge of Allegiance**

**ITEM 2: Roll Call – Roll call will be taken by staff.**

- ITEM 3: Public Comment Period** – This is the opportunity for anyone in the audience to address the Commission on any relevant subject that is not scheduled on the Agenda.
- ITEM 4: Approval of Minutes (Action Item)** – the Commission will consider the minutes from, June 4, 2020.
- ITEM 5: Election of the Chair (Action Item)** – the Commission will entertain motions and conduct an election for the Chair.
- ITEM 6: Election of the Vice-Chair (Action Item)** – the Commission will entertain motions and conduct an election for the Vice-Chair.
- ITEM 7: Approval of the 2021-2022 Preliminary Budget (Public Hearing & Action Item - Requires 3/5 vote)** – The Inyo LAFCO Executive Officer’s FY 2021-2022 Preliminary Budget will be presented for discussion and Commission approval.
- ITEM 8: Approval of a Contract between Inyo LAFCO and Price Page Co. for Professional Auditing Services for FY 2020-2025** – Staff will present the contract for professional auditing services for discussion and Commission approval.
- ITEM 9: Public Comment Period** – This is the opportunity for anyone in the audience to address the Commission on any relevant subject that is not scheduled on the Agenda
- ITEM 10: Executive Officer’s and Commissioners’ Reports**
- ITEM 11: Determine Time and Location for the Next Meeting of Inyo LAFCO**
- ITEM 12: Adjournment**



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**Commissioners:**

Rick Pucci – Inyo County  
Laura Smith - City of Bishop (Vice-Chair)  
Allen Tobey – Public  
Stephen Muchovej – City of Bishop (Chair)  
Jeff Griffiths – Inyo County

**Alternates:**

Dan Totheroh (Inyo County)  
Jim Ellis (City of Bishop)

**LAFCO Staff:**

Cathreen Richards – Inyo County - (Executive Officer)  
Marshall Rudolph (Counsel)  
Paula Riesen – Inyo County – (Project Coordinator)

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## Minutes for Thursday, June 4, 2020 – Meeting

To be held at: NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the LAFCO will be conducting its hearing exclusively via videoconference by which LAFCO Members and staff will be participating. The videoconference will be accessible to the public by computer, tablet or smartphone at:

<https://zoom.us/j/3326050668?pwd=UHNQbml2cjEwbW1tWktkV0cweEZmQT09>

You can also dial in using your phone at 1-669-900-6833 and then enter Access Code: 332 605 0668.

These Minutes are for consideration for approval by Inyo LAFCO at its next meeting.

The Inyo Local Agency Formation Commission met on Thursday, June 4, 2020, LAFCO's Zoom (Virtual) Meeting. Chair Muchovej opened the meeting at 9:04 a.m.

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**ITEM 1: Pledge of Allegiance** – All recited the Pledge of Allegiance.

**ITEM 2: Roll Call** – Commissioners Present: Chair Stephen Muchovej, Laura Smith – Vice Chair, Jeff Griffiths, Allen Tobey, and Rick Pucci.

Staff present: Cathreen Richards, Executive Officer, Marshall Rudolph, County Counsel and Paula Riesen, Project Coordinator/Lafco Clerk.

**ITEM 3: Public Comment Period** – This is the opportunity for anyone in the audience to address the Commission on any relevant subject not scheduled on the Agenda.

No one from the Public wished to speak at this time. 9:05 a.m.

**Open Session:**

**ITEM 4: Approval of Minutes (Action Item)** – the Commission will consider the minutes from, Thursday, April 29, 2020.

Jeff Griffith made a motion to approve the minutes and it was seconded by Vice Chair Laura Smith.

Zoom meeting requires the voting to be done by Roll Call with each Board Member saying Yes or No.

LAFCO Clerk, Paula Riesen proceeded with roll call for each vote.

Steven Muchovej – Yes

Laura Smith – Yes

Allan Tobey – Yes

Jeff Griffith – Yes

Rick Pucci - Yes

The motion passed 5-0

**ITEM 5: Approval of the 2020-2021 Final Budget (Public Hearing & Action Item - Requires 3/5 vote)** – The Inyo LAFCO Executive Officer’s FY 2020-2021 Budget will be presented for discussion and Commission approval.

LAFCO Director, Cathreen Richards presented the Final budget and stated the only changes to the Preliminary budget were due to the County’s Risk Manager, requiring Inyo LAFCO to pay for its own Liability Insurance, for the amount of \$1,651.00, which did increase the Final budget.

Chair Muchovej wanted to thank everyone for working together to come up with a budget that works for everyone, then he made a motion to approve the budget for Fiscal Year 2020/2021, Jeff Griffiths seconded the motion.

LAFCO Clerk, Paula Riesen proceeded with roll call for each vote.

Steven Muchovej – Yes

Laura Smith – Yes

Allan Tobey – Yes

Jeff Griffith – Yes

Rick Pucci - Yes

The motion passed 5-0.

**ITEM 6: Annual Contract between Inyo LAFCO and the County of Inyo for Professional Services for Fiscal Year 2020-2021 (Action Item)** – The annual contract between Inyo LAFCO and the County of Inyo for professional services for Fiscal Year 2020-2021 will be presented to the Commission for consideration and authorization for the Chair to sign.

Ms. Richards recommended that Inyo LAFCO continue to contract with the County for Executive Director, Clerk and legal services, for FY 2020-2021.  
Vice-Chair Laura Smith made a motion to approve the Inyo LAFCO/Inyo County contract for FY 2020-2021. The motion was seconded by Allan Tobey.

LAFCO Clerk, Paula Riesen proceeded with roll call for each vote.  
Steven Muchovej – Yes  
Laura Smith – Yes  
Allan Tobey – Yes  
Jeff Griffith – Yes  
Rick Pucci - Yes

The motion passed 5-0.

**ITEM 7: Executive Officer's and Commissioners' Reports**

No one wished to comment at this time.

**ITEM 8: Determine Time and Location for the Next Meeting of Inyo LAFCO.**

Cathreen Richards recommended the next meeting be scheduled as needed.

**ITEM 9: Adjournment**

Chair Muchovej adjourned meeting at 9:18 a.m.

## LAFCO STAFF REPORT

**AGENDA ITEM No.**            **7 (Action Item & Public Hearing)**

**DATE OF MEETING:**        **May 12, 2021**

**SUBJECT:**                    **Inyo LAFCO Fiscal Year 2021-2022 Preliminary Budget**

### **EXECUTIVE SUMMARY**

This report presents the Executive Officer's budget recommendations for adoption of a budget for the Fiscal Year (FY) 2021-2022. The proposed budgeted expenditures for FY 2021-2022 are **\$24,763**, an increase of \$1,249 from the FY 2020-2021 budget. The Inyo LAFCO Budget for FY 2021-2022 proposes funding from the County of Inyo and the City of Bishop in the amount of \$10,000 each, for a total contribution of \$20,000.

The total budget recommended by staff reflects revenues of **\$27,260** and expenditures of **\$24,763**. A cash fund balance of approximately **\$2,000** is projected to remain from FY 2020-2021 increasing funds available for the FY 2021-2022 budget. The total projected cash fund balance through the previous FY is projected to be **\$53,320**. Funding for the FY 2021-2022 budget is not recommending utilizing fund balance as has been done in the past. Staff is recommending that at the least, LAFCO leave the fund balance and even better increase it, for the very real possibility that Inyo LAFCO will be required to conduct Municipal Service Reviews in the near future.

**Recommended Action:**            Conduct a public hearing and adopt the attached preliminary budget as recommended by staff for FY 2021-2022 and find that the proposed staffing and program costs will allow the Commission to fulfill the purposes and programs of the Cortese Knox Hertzberg Local Government Reorganization Act of 2000 and authorize the Chairperson to sign.

**Alternatives:**                    1)     Amend the preliminary budget for FY 2021-2022

    2)     Continue the public hearing and provide direction to staff regarding changes to the final budget for FY 2021-2022; this is not recommended as the final budget is required to be adopted by June 15th.

### **BACKGROUND INFORMATION**

The Inyo Local Agency Formation Commission (LAFCO) is a state-mandated program. The Commission's five members include one public representative; two Inyo County Board of Supervisors' representatives; and, two Bishop City Council representatives. The objectives of LAFCO include the encouragement of orderly growth and development, the preservation of prime agricultural lands, discouragement of sprawl through coordination of local governmental

boundaries, and establishment of spheres of influence and community service priorities that reflect local circumstances, conditions, and financial resources. LAFCO is funded jointly by the City of Bishop and Inyo County pursuant to Government Code 56381(a) and 56381 (b) (2), which state:

- (a) The commission shall adopt annually, following noticed public hearings, a final budget by June 15. At a minimum, the proposed and final budget shall be equal to the budget adopted for the previous fiscal year unless the commission finds that reduced staffing or program costs will nevertheless allow the commission to fulfill the purposes and programs of this chapter. The commission shall transmit its proposed and final budgets to the board of supervisors, to each city, and to each independent special district.*
- (b) (2) In counties in which there is no independent special district representation on the commission, the county and its cities shall each provide a one-half share of the commission's operational costs. The cities' share shall be apportioned in the manner described in paragraph (1).*

Inyo LAFCO does not include independent special district representation, therefore, the City and County are each responsible for half of the commission's operation costs, unless the County and City agree under the conditions set forth in 56381 (b) (4).

Presently, the Commission contracts with the Inyo County Planning Department for the services of LAFCO Executive Officer and support staff. The Commission also contracts with the Inyo County Office of the County Counsel for legal services. A single contract between LAFCO and Inyo County covers both staff and counsel services.

### **Inyo LAFCO Accomplishments for FY 2020-2021**

- Entered into a contract with the Inyo County Planning Department/Inyo County Office of the County Counsel that provided staff and legal services to the Commission.
- Maintained the Inyo LAFCO website in compliance with Government Code Section 56661.
- Maintained membership in the California Association of LAFCOs (CALAFCO).
- Worked on the Independent Special District information.
- Provided a high level of customer service.
- Continued to lead efforts regarding the litigation with Southern Mono Healthcare District (SMHD).
- Monitored the challenges being experienced by the Southern Inyo Healthcare District.

## **Inyo LAFCO Goals for FY 2021-2022**

- Enter into a contract with the Inyo County Planning Department/Office of County Counsel to provide staff and legal services to the Commission.
- Maintain Inyo LAFCO membership and participation in CALAFCO, which provides training to LAFCO Commissioners and staff at annual and staff conferences.
- Replace any vacant seats on LAFCO as necessary to keep LAFCO active.
- Process and consider applications for special district formations, annexations, reorganizations, out-of-area service agreements, and others in compliance with the provisions of the Cortese-Knox-Hertzberg Local Government Reorganization Act.
- Continue to maintain the Inyo LAFCO website in compliance with Government Code Section 56661.
- Continue to update the Independent Special District information.
- Continue to assist any efforts regarding the litigation with SMHD.
- Provide a high level of customer service.

## **EXECUTIVE OFFICER'S BUDGET REQUEST FOR FY 2021-2022**

Since the economy of Covid is still a factor, staff recommends maintaining the status quo of the 2020-2021 FY budget of \$10,000 in contributions from the County of Inyo and the City of Bishop for FY 2021-2022. This was a reduction in the 2020-2021 budget due to economic hardships brought about by the Covid pandemic. This level of contribution meets the budgeted expenses for FY 2021-2022 and provides a reliable budget (Attachment – recommended budget supporting tables).

The continued reduction in contributions can be achieved if staff and commissioners do not attend training conferences during the 2021-2022 FY and the budget includes fewer meetings than are usually programmed. This effectively removes \$12,812 in expenses reflected in the recommended budget to continue the \$10,000 reduction to contributions. Staff and commissioners did not attend training conferences during the 2020-2021 FY to lower the City and County contributions to LAFCo. Staff and/or Commissioners should probably attend them in FY 2021-2022, but this is the most practical place in the LAFCo budget to cut expenses, everything else is required.

Staff also believes that the fund balance should either be left alone or continue to be grown as it is likely that Inyo LAFCO will be required to conduct Municipal Service Reviews (MSRs). According to estimates provided by other LAFCO's Executive Officers the estimated amount needed conduct MSRs is about \$5,000 per district. Inyo LAFCO includes twenty-seven community service districts and twelve municipal water companies this would result in a cost of \$135,000 for the community service districts and \$60,000 for the municipal water companies. If



the commission chooses to not grow the fund balance, at the very least, it should not be reduced by using it to lower the annual cost to run Inyo LAFCo properly.

Adoption of the annual budget for Inyo LAFCO requires adoption at a noticed public hearing by a three-fifths vote. Amendment of the adopted budget requires a four-fifths vote of the Commission.

## **Expenditures**

### Applications

Although there are no known applications on the horizon, staff recommends including funding in case any are submitted. If no applications are submitted, these funds will not be utilized – no revenues or expenses will be incurred.

### Annual Audit

Inyo LAFCO's cost for the annual mandated agency audit has gone up as the County changed auditors and the previous one did not want to continue just with LAFCo. The amount for FY 2021-2022 for Inyo LAFCO is \$4,500. This includes an \$800 one time set up fee. Staff is recommending that Inyo LAFCO go forward with the proposed five year contract for this service as it gives a lower overall price.

### LAFCO Meetings

The FY 2020-2021 budget assumed three Inyo LAFCO meetings, which was a reduction from the previous year to save money. Staff has again estimated based on three meetings and budgeted approximately **\$2,693** for FY 2021-2022 for LAFCo meetings.

### CALAFCO Conferences

Participation in the CALAFCO annual conference and staff workshop for Inyo LAFCO Commissioners has been taken out of the budget again for 2021-2022. This is being done to reduce expenditures during the current economic uncertainties. This lowered expenses by **\$6,378**.

## **Proposed expenditures by Object Code for FY 2020-2021**

### 1. Advertising (Object Code 5263)

The recommended amount in this object code is **\$300** which is the same as the FY 2020-2021 Budget to reflect any possible applications. For FY 2021-2022 this cost includes public notices for the three anticipated LAFCO meetings.

### 2. Professional and Special Service (Object Code 5265)

The recommended amount in this object code is **\$18,458** which is approximately **\$693** higher than the FY 2020-2021 Budget. The amount is higher for this FY to reflect increases in staff costs. The recommended amount includes: meeting payments for commissioners and staff (**\$2,693**) and staff time to process projects, regular LAFCO administrative duties (**11,265**) and the FY 2020-2021 audit (**\$4,500**).

3. General Operating Expense (Object Code 5311)

The recommended amount in this object code is **\$1,558**, which is exactly the same as in the FY 2020-2021 Budget. This category of expenditures includes purchases of supplies, miscellaneous supplies, and the CALAFCO Membership dues.

4. County Cost Plan (Object Code 5315)

The recommended amount in this object code is **\$1,200**. This category is the suggested amount by the County Auditor to cover expenses from that department.

Travel Expenses (Object Code 5331)

This object code includes expenses for CALAFCO annual conference travel, CALAFCO staff workshop travel, and travel mileage for the Inyo LAFCO meetings. The recommended amount in this object code is **\$432**, which increased \$96 from the FY 2020-2021 budget due to slight changes in current travel costs. It has been included, in case LAFCo goes back to in person meetings and staff has to travel to Bishop.

6. Motor Pool (Object Code 5333)

Expenditures in this object code include Motor Pool travel to LAFCO Meetings in Bishop. The recommended amount in this object code is **\$170** which is the same as the FY 2020-2021 Budget and is being left included in case LAFCo goes back to in person meetings.

7. Public Liability Insurance (Object Code 5155)

The expenditure in this object code is \$1,651. It covers the cost to provide LAFCO its own insurance policy. This was a new expense in the FY 2020-2021 budget and is now mandatory.

### **Revenues**

All revenues received are the result of LAFCO fees for services and payments from the County of Inyo and City of Bishop. LAFCO's fee schedule provides for the recovery of actual costs in processing applications for changes in organization under the Cortese-Knox-Hertzberg Act and environmental review and processing under the California Environmental Quality Act. Beyond the recovery of fees for services, Government Code Section 56381(b)(2) provides "in counties where there is no special district representation on the commission, the county and its cities shall each provide a one-half share of the commission's operational costs."

Details for each revenue category are as follows:

1. LAFCO Fees (Object Code 4817)

The recommended amount in this revenue code is **\$7,000** which is the same as the FY 2020-2021 Budget. This is for possible applications in the 2021-2022 FY and estimated for one large project at \$5,000 and one small project at \$2,000; it includes staff time.

2. Aid from Other Governmental Agencies (Object Code 4562 and 4599)

The recommended amount in these revenue codes is **\$20,000** which is the same as the FY 2020-2021 reduced Budget. Staff recommends requesting \$10,000 in revenues from both the

County of Inyo and the City of Bishop for FY 2021-2022 again, due to the uncertainties of the economy brought on by Covid. This level of funding is generally cost neutral based on the programmed expenses, but could utilize fund balance.

3. Interest from Treasury (Object Code 4301)

The recommended amount in this revenue code is \$260, which is \$70 higher than 2020-2021 based on the increase in the fund balance.

**Alternatives**

Government Code Section 56425(g) requires that the Commission, **as necessary**, review and update spheres of influence every five years. Government Code Section 56425 indicates that the Commission shall conduct Municipal Service Reviews (MSR) to prepare and update spheres of influence. In 2007 Inyo LAFCO updated spheres of influence, including conducting MSRs. More than five years have passed since the last round of sphere updates and MSRs were completed, and if the Commission finds it necessary to review and update any spheres of influence, another round of sphere studies and/or MSRs could be undertaken. Funding for such investigation would need to be provided from Inyo LAFCO (the City and County) and a healthy fund balance would help to offset these costs.

The FY 2021-2022 budget includes expected revenues and expenses for anticipated applications. The Commission could choose to not include these funds in its budget; this is not recommended because it may increase costs to process the application if a budget amendment becomes necessary.

The Commission may choose to request even less of a contribution from the City of Bishop and the County of Inyo and rely more on Fund Balance for a portion of the FY 2021-2022 budget. Staff does not recommend this and instead, recommends retaining Fund Balance as much as realistically possible in the event of an unexpected need for resources.

**STAFF RECOMMENDATION**

Staff recommends following the public hearing the Commission approve the staff recommended preliminary budget for FY 2021-2022 by taking the following action:

***"Move to approve the Inyo Local Agency Formation Commission budget for fiscal year 2021-2022 as recommended by the Executive Officer and find that reduced staffing and program costs will allow the Commission to fulfill the purposes and programs of the Cortese Knox Hertzberg Local Government Reorganization Act of 2000."***

Respectfully Submitted

Cathreen Richards, Executive Officer

Attachments: Budget Worksheets

# FY 2021-2022

Object Code			
<b>Revenues</b>			
	4301 - Interest from Treasury	\$	260
	4562 - County Contributions	\$	10,000
	4599 - Other Agencies	\$	10,000
	4817 - LAFCO Fees	\$	7,000
	4998 - Operating Transfer	\$	-
	Total	\$	27,260
<b>Expenses</b>			
	5001 - Salaried Employees	\$	750 *
	5021 - Retirement & Social Security	\$	38
	5022 - PERS Retirement	\$	41
	5031 - Medical Insurance	\$	65
	5043 - Other Benefits	\$	100
	5155 - Public Liability	\$	1,651 *
	5263 - Advertising	\$	300
	5265 - Professional & Special Services	\$	18,458 *
	5311 - General Operating Expense	\$	1,558 *
	5331 - Travel Expense	\$	432 *
	5315 - County Cost Plan	\$	1,200
	5333 - Motor Pool	\$	170 *
	Total	\$	24,762
	Revenue versus Expenses	\$	2,498
	FY 2020-21 End Balance	\$	53,320
	Projected Balance 6/30/2022	\$	<b>55,818</b>
	 COB Fees & County In-Kind Contribution	 \$	 20,000

\* 20% Admin Fee

FY 2021-2022 Prelim Budget

Description-Salary #5001		\$
3 Meetings - 5 Commissioners	= \$	750
	\$	750

## FY 2021-2022 Prelim Budget

Description-Public Liability	
Insurance #5155	\$
Public Liability Insurance	= \$ 1,651
	<u>\$ 1,651</u>

\* Per Contract Started FY 20-21

Description-Prof Service #5265		\$
3 meetings w/ 5 Commissioners	= \$	750
Staff Time for meetings	= \$	1,037
County Counsel for meetings	= \$	906
Staff Conference	= \$	-
Annual Conference	= \$	-
Special District Update	= \$	538
Prep of prelim annual budget	= \$	538
Prep of annual budget	= \$	538
Staff time for the Audit	= \$	403
Staff time for Sm Project	= \$	2,000
Staff time for Lrg Proect (NIH)	= \$	5,000
Audit cost (Price Page Company)	= \$	<b>4,500</b>
Misc. acct	= \$	636
Various public inquiries	= \$	1,613
	= \$	-
		<b>\$ 18,458</b>

\* Includes 20% Overhead charge

## FY 2021-2022 Prelim Budget

Description-Gen Op #5311		\$
CALAFCO Membership	=	\$ 1,258
Misc. materials	=	\$ 300
		\$ 1,558



## FY 2021-2022 Prelim Budget

Description-Travel #5331		\$
3 meetings Laoco Staff	= \$	432
Staff Conference registration	= \$	-
Staff Conference per diem	= \$	-
Staff Conference hotel	= \$	-
Annual Conference registration	= \$	-
Annual Conference per diem	= \$	-
Annual Conference hotel	= \$	-
Annual Conference mileage	= \$	-
	\$	432

## FY 2021-2022 Prelim Budget

### LAFCO Meetings

3 meetings w/5 commissioners	\$	750
Staff Time for meetings	\$	1,037
County Counsel for meetings	\$	906
Commissioner Travel	\$	-
Staff Travel	\$	170
	\$	2,863



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**LAFCO STAFF REPORT**

**AGENDA ITEM No. :** 8 (Action Item)  
**DATE OF MEETING:** May 12, 2021  
**SUBJECT:** Contract between Inyo LAFCo and Price Page Co. for Professional Auditing Services for FY 2020-2025

**EXECUTIVE SUMMARY:**

Inyo LAFCo had a contract with the Clifton Larson Allen company for mandatory auditing services for many years. Recently, the Inyo County Auditor's Office changed companies for the County's auditing services to the Price Page Co. and has recommended that Inyo LAFCO also use them. Using the same company as the County will help to keep the costs lower for LAFCo. Clifton Larson Allen also did not express interest in having a contract with Inyo LAFCo without also having one with Inyo County. The contract with Price Page Co. was prepared by the County Auditor and is for five years. By committing to a multi-year contract, LAFCo will save money.

**Recommended Action:** Authorize the Chair to sign the Contract between Inyo LAFCo and the Price Page Co. for Professional Auditing Services for FY 2020-2025

**Alternatives:** The Commission could not authorize the chair to sign the contract. This is not recommended as staff would be hard pressed to find another auditing service.

**STAFF RECOMMENDATION:**

Staff recommends the Commission authorize the chair to sign the contract between Inyo LAFCo and the Price Page Company for Professional Auditing Services.

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Price Paige and Company  
**FOR THE PROVISION OF** Auditing and Accounting Services **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Auditing and Accounting services of Price Paige and Company of Clovis, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 30, 2020 to June 30, 2025 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

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

(~~\$ 20,156.00~~) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

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

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

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

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

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

#### **7. COUNTY PROPERTY.**

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

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

#### **8. INSURANCE.**

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

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

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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



**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
<u>Planning Department</u>	Department
<u>PO Box L</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Price Paige &amp; Company</u>	Name
<u>570 N. Magnolia Avenue, Suite 100</u>	Address
<u>Clovis, CA 93611</u>	City and State

**24. ENTIRE AGREEMENT.**

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

///

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Price Paige & Company  
**FOR THE PROVISION OF** Auditing and Accounting Service **SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

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

**CONTRACTOR**

By:   
Signature  
Fausto Hinojosa  
Print or Type Name

Dated: 4/15/2021

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Price Paige & Company

**FOR THE PROVISION OF** Auditing and Accounting **SERVICES**

**TERM:**

**FROM:** July 30, 2020      **TO:** June 30, 2025

**SCOPE OF WORK:**

**Services to be Performed**

Contractor (PRICEPAGE) will examine the financial statements prepared by LAFCO/County to ensure they are accurate, truthful, have no omissions, and are complete. The first year set up fee involves reviewing the prior auditors notes and work papers from the prior audit and to tie out the financial statements to the general ledger and other supporting documents.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

AND Price Paige & Company

FOR THE PROVISION OF Auditing and Accounting Service SERVICES

**TERM:**

FROM: July 30, 2020

TO: June 30, 2025

**SCHEDULE OF FEES:**

Services to be Performed	Total \$ FY 2020	Total \$ FY 2021	Total FY 2022	\$ Total FY 2023	\$ Total FY 2024
Financial Statement Audit	\$3,750	\$3,750	\$3,900	\$3,900	\$4,056
First Year Setup Fee	\$800	-	-	-	-
Total Services to be Performed	\$4,550	\$3,750	\$3,900	\$3,900	\$4,056

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Price Paige & Compnay

**FOR THE PROVISION OF** Audit and Accounting Services **SERVICES**

**TERM:**

**FROM:** July 30, 2020

**TO:** June 30, 2025

**SEE ATTACHED INSURANCE PROVISIONS**



**CAMICO MUTUAL INSURANCE COMPANY  
DECLARATIONS  
ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE POLICY**

Policy Number: CAL01159-35

Effective Date: 01/01/2021 at 12:01 A.M. Standard time at the address shown below  
 Expiration Date: 01/01/2022 at 12:01 A.M. Standard time at the address shown below  
 Retroactive Date: 11/16/1976

Item 1 - Named Insured: Price, Paige & Co. Accountancy Corporation

Item 2 - Business Address: 570 N. Magnolia Ave., Ste. 100

Clovis, CA 93611

Item 3 - Limits of Liability: \$2,000,000 Per Claim  
 \$4,000,000 Policy Aggregate

Item 4 - Deductibles: \$5,000 Per Claim Deductible  
 \$15,000 Policy Aggregate Deductible

Item 5 - Total Premium: \$44,528

Item 6 - The policy consists of this Declarations page, and the following policy forms and endorsements:

- |                |         |  |
|----------------|---------|--|
| PL-1000-A      | 07/14   | Accountants Professional Liability Insurance Policy              |
| PL-2001-A (CA) | 07/14   | State Endorsement - California                                   |
| PL-1007-A      | 07/14   | Exclusion - Claims Following Insureds Suit for Fees              |
| PL-1002-A      | 07/14   | Additional Named Insured Endorsement                             |
| PL-1002-A      | 07/14   | Additional Named Insured Endorsement                             |
| PL-1033-A      | 07/14   | Insurance Agent/Broker Exclusion                                 |
| PL-1034-A      | 07/14   | Excluded Entities  |
| PL-1049-A      | 07/2014 | Privacy and Client Network Damage Endorsement                    |
| PL-1056-A      | 06/16   | Multiple Claims and Related Acts, Errors and Omissions Amendment |

**PLEASE READ THESE DECLARATIONS, THE POLICY AND ENDORSEMENTS CAREFULLY.**

**CAMICO Mutual Insurance Company**

\_\_\_\_\_  
Authorized Representative



PRICPAI-01

SJESSICK

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
01/27/2021

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

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

<b>PRODUCER</b> License # 0E02096 <b>DiBuduo &amp; DeFendis Insurance Brokers, LLC</b> P.O. Box 5479 Fresno, CA 93755-5479	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(559) 432-0222</b> FAX (A/C, No): <b>(559) 431-7941</b>	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  <b>Price Paige &amp; Company</b> 570 N Magnolia Ave., Ste 100 Clovis, CA 93611	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Ohio Security Insurance Company</b>	<b>NAIC #</b> <b>24082</b>
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER E :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BZS56406019	03/08/2020	03/08/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>HIRED NOA</b> \$ <b>1,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The County of Inyo its officers, officials, agents, employees, and volunteers are included as additional Insureds as required by written contract as respects General Liability in accordance to attached form BP7996 0916..

**CERTIFICATE HOLDER****CANCELLATION**

County of Inyo  
 163 May Street  
 Bishop, CA 93514

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II - Liability is amended as follows:

#### A. Supplementary Payments

Section A.1. Business Liability is modified as follows:

1. The \$250 limit shown in Paragraph A.1.f.(1)(b) Coverage Extension - Supplementary Payments for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph A.1.f.(1)(d) Coverage Extension - Supplementary Payments for reasonable expenses and loss of earnings is replaced by a \$500 limit.

#### B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section B.1. Exclusions - Applicable To Business Liability Coverage is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions c., d., e., g., h., k., l., m., n. and o. do not apply to "property damage".



2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

**C. Incidental Medical Malpractice Injury**

1. Paragraph (4) under Paragraph **B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

- a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or  
(2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

- b. This coverage does not apply to:

- (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.  
(2) Any insured engaged in the business or occupation of providing any of the services described under a. above.  
(3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. above.

**D. Mobile Equipment**

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

**E. Blanket Additional Insured (Owners, Contractors Or Lessors)**

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and  
b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

2. The insurance afforded to the additional insured is limited as follows:

- a. The person or organization is only an additional insured with respect to liability arising out of:  
(1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and  
(2) Caused in whole or in part by your ongoing operations performed for that insured.

- b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.

- c. The insurance afforded to the additional insured does not apply to:

- (1) Liability arising out of the sole negligence of the additional insured;  
(2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:



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- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

**F. Newly Formed Or Acquired Organizations**

The following is added to Section **C. Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
- 2. Section **A.1. Business Liability** does not apply to:
  - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
  - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- 3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**G. Aggregate Limits**

The following is added to Paragraph **D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance**:

- 1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- 2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**H. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- 1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- 2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

I. Section F. Liability And Medical Expenses Definitions is modified as follows:

1. Paragraph F.3. is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph F.9. is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph F.14.b. Personal And Advertising Injury is replaced by the following:

- b. Malicious prosecution or abuse of process;

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# Important Information



Price Paige & Company Accountancy Corporation  
570 North Magnolia Ave Suite 100  
Clovis, CA 93611

### Agency

PAYCHEX INSURANCE AGENCY  
150 Sawgrass Drive  
Rochester, NY 14620

## Changes to Your Workers' Compensation Policy with AmGUARD Insurance Company

Policy Number PRWC120311

### Policy Period

From April 1, 2020 to April 1, 2021, 12:01 AM, standard time at the insured's mailing address.

### Party Requesting the Change and Type of Endorsement

The Agent - Added Waiver of Subrogation effective 04/01/2020

Name: County of Inyo; Job Description: Accounting and auditing work

The Agent - Changed Waiver of Subrogation Payroll effective 04/01/2020

State: CA; Code: 8803 AUDITORS OR ACCOUNTANTS; Payroll: \$22,200

New HI Estimated Annual Premium 53

New WI Estimated Annual Premium 414

Premium change: \$ 99.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective See Above

Policy No. PRWC120311

Endorsement No. 4

Insured Price Paige & Company Accountancy Corporation

Premium \$99

Insurance Company

Countersigned by \_\_\_\_\_

AmGUARD Insurance Company

**Thank You Again for Choosing Berkshire Hathaway GUARD Insurance Companies!**

**Call Customer Service at 800-673-2465 with any questions.**

Endorsement  
WC 99 00 13

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 1.05 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

City of Fresno

Accounting services

City Of Oxnard

Accounting and auditing services

County of Inyo

Accounting and auditing work

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No. PRWC120311  
Insurance Company

Endorsement No.

Countersigned By \_\_\_\_\_

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**AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

Part Five-Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5-Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

**Note:**

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 04/01/2020

Policy No.: PRWC120311

Endorsement No.:

Insured:

Premium

Insurance Company: AmGUARD Insurance Company

**WC 00 04 24**

Countersigned by \_\_\_\_\_

(Ed. 1-17)

WC 00 04 24  
(Ed. 1-17)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Schedule

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
HI	Estimated Annual Premium Of \$ 53	Two Times
WI	Estimated Annual Premium Of \$ 414	One Times

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2020

Policy No.: PRWC120311

Endorsement No.:

Insured:

Premium

Insurance Company: AmGUARD Insurance Company

WC 00 04 24

Countersigned by \_\_\_\_\_

(Ed. 1-17)