

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom signed Assembly Bill 361 – Brown Act: Remote Meetings During a State of Emergency that suspends certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings online.

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

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

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

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

November 16, 2021 - 8:30 AM

1. **PUBLIC COMMENT** (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** – Names of cases: *LADWP v. Inyo County et al.* (CA 5th District Court of Appeal Case No. F081389) and *Inyo County v. LADWP* (Kern County Sup. Ct. Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC).
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *County of Inyo et al. v. Amerisourcebergen Drug Corporation et al* (National Prescription Opiate Litigation – Northern District of Ohio, MDL 2804); *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.); and *In Re Mallinckrodt PLC et al*, Case No. 20-12522 (JTD) (Bankr. Del. Dist.).
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case.

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

- 10 A.M.
5. **PLEDGE OF ALLEGIANCE**
 6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
 7. **PUBLIC COMMENT** (*Comments may be time-limited*)
 8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
 9. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Elsa Fitch, Engineering Assistant II, Public Works; Robert Ross, Engineering Assistant I, Public Works; and Thomas Hennessey, Gate Attendant, Recycling & Waste Management.
 10. **COVID-19 STAFF REPORT**

DEPARTMENTAL - PERSONNEL ACTIONS

11. **County Administrator - Personnel** - Request Board: A) waive the first reading of proposed Ordinance 1275 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for a correction in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors," B) and set enactment for November 23, 2021 in the Board of Supervisors Chamber, Independence.
12. **County Counsel** - Request approve Amendment No. 1 to the employment agreement between the County of Inyo and Grace Chuchla for the provision of personal services as a Deputy Counsel effective November 16, 2021.
13. **Health & Human Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Assistant Director of Health and Human Services (HHS) exists in one or more non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Assistant Director of HHS at Range 92 (\$8,394 - \$10,204); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.
14. **Public Works - Parks & Recreation** - Request Board approve the hiring of a Parks Specialist II at Range 54 (\$3,392-\$4,127) , Step E.
15. **Sheriff** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I-III exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician I-III, Range 55-63 (\$3,477 - \$5,091), up to step E depending on qualifications.

16. **Clerk-Recorder - Elections** - Request Board: A) declare Granicus, LLC of Saint Paul, MN a sole-source provider of electronic management of Conflict of Interest Form 700 software DisclosureDocs; and B) authorize payment in an amount not to exceed \$11,000, payable to Granicus, LLC for the provision of software subscription services of DisclosureDocs/eDisclosureDocs for Fiscal Year 2021-2022.
17. **County Administrator - Information Services** - Request Board ratify and approve purchases from Dell USA L.P. for an amount not to exceed \$156,000 for the purchase of 116 Dell Latitude 5520 laptop computers with 3-year warranties, 116 Dell Monitors and 116 Dell docking stations, pursuant to the Technology Refresh Initiative.
18. **County Counsel** - Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.
19. **Health & Human Services - Social Services** - Request Board ratify and approve the agreement between the County of Inyo and Binti, Inc. for the provision of an online web portal for Resource Family Approval application and approval process management, for a total not to exceed \$19,103 for the period of July 1, 2021 through June 30, 2024 contingent upon adoption of future budgets; and authorize the HHS Director to sign the agreement.
20. **Public Works** - Request Board approve Amendment 2 to the contract with LSC Transportation Consultants, Inc., of Tahoe City, CA, in the amount of \$45,097 to update the 2023 Regional Transportation Plan, and \$69,510 to develop a Local Road Safety Plan, thereby increasing the amount of the contract to an amount not to exceed \$159,742, and to extend the end date of the contract to December 31, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.
21. **Public Works** - Request Board authorize a purchase order in an amount not to exceed \$41,181, payable to LN Curtis of Walnut Creek, CA for firefighter personal protective equipment.
22. **Public Works** - Request Board authorize an increase of the Public Works Department's purchasing authority with International Distribution Network of Riverside, CA by \$2,573 to a total not-to-exceed amount of \$12,443.17, for the purchase of security cameras.
23. **Public Works** - Request Board: A) declare Trim Const. / Allen's Garage Doors of Bishop, CA a sole-source provider; and B) authorize a purchase order in an amount not to exceed \$19,100.00 payable to Trim Const. / Allen's Garage Doors of Bishop, CA for the purchase and installation of industrial doors at the Posse Hut/Search and Rescue Building.
24. **Sheriff** - Request Board: A) declare Dooley's Enterprises, Inc. of Anaheim, CA a sole-source provider of ammunition; and B) authorize the issuance of a purchase order in an amount not to exceed \$44,955 payable to Dooley's Enterprises, Inc. of Anaheim, CA for ammunition.

25. **Water Department** - Request Board approve the 2020-2021 Lower Owens River Project (LORP) Annual Accounting Report.

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

26. **County Administrator** - Request Board provide direction to staff regarding how to proceed with filling the unexpired term for the Office of Inyo County Sheriff.
27. **Board of Supervisors** - Request Board: A) approve a letter supporting Caltrans District 9's Proposition 68 grant submittal for the Mammoth 395 Wildlife Crossing Project, and authorize the Chairperson to sign; and B) authorize the Inyo Fish & Wildlife Commission to send a similar letter.
28. **County Administrator - Economic Development** - Request Board: A) conduct workshop on the Eastern Sierra Small Business Resource Center Project including information on how the project came to fruition, status of the physical space, the community stakeholder workgroup, the business and operation plan, and launch of the center; and B) provide any follow-up direction to staff as necessary.
29. **County Administrator** - Request Board approve the lease agreement between the County of Inyo and SSW19, LLC of Bishop, CA, for the real property described as 269 Main Street, Bishop, California 93514, in an amount not to initially exceed \$3,000 per month for the period of December 1, 2021 through November 30, 2031, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
30. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority special meeting scheduled for November 18, 2021.
31. **Public Works** - Request Board:
A) amend the Fiscal Year 2021-2022 Bishop Airport Terminal Budget (630400) as follows: increase estimated revenue in Federal Grants (4998) by \$17,547; increase estimated revenue in Operating Transfers In (4998) by \$127,453; increase appropriation in Construction in Progress (5700) by \$95,000; and increase appropriation in External Charges (5124) by \$50,000 (*4/5ths vote required*); and
B) amend the Fiscal Year 2021-2022 CAO-ACO Budget (010201) as follows: increase appropriation in Operating Transfers Out (5801) by \$127,453 (*4/5ths vote required*).
32. **County Counsel** - Request Board approve proposed Ordinance 1273 titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Chapter 1.12 of the Inyo County Code Regarding Supervisorial Districts."
33. **Clerk of the Board** - Request Board nominate and confirm a delegate and at least one alternate to serve on the Rural County Representatives of California's (RCRC) Environmental Services Joint Powers Authority Board of Directors for calendar year 2022.
34. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of October 5, October 12, October 19, October 26, and November 2, and the special Board meeting of October 7.

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

35. **11 a.m. - County Counsel** - Request Board conduct a noticed hearing as part of the 2021 redistricting process.
36. **11 a.m. - Planning** - Request Board:
 - A) Receive a presentation from staff;
 - B) Conduct a public hearing on the following actions:
 - Approval of General Plan Amendment (GPA) 2021-03/W. McNeal
 - Approve proposed Ordinance 1274 - Zone Reclassification (ZR) 2021-03/McNeal, amending the Zoning Map of the County of Inyo; and
 - C) Certify that the provisions of the California Environmental Quality Act have been met.

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

37. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

38. **Inyo/Mono Fire Safe Councils** - Letter from the Fire Safe Councils of Inyo and Mono counties to the Inyo and Mono boards of supervisors outlining three objectives with which they are seeking assistance and cooperation.
39. **California Department of Alcoholic Beverage Control** - Application for Person-to-Person Transfer of an On-Sale Beer and Wine Seasonal alcohol license from Lake Sabrina Boat Landing, LLC to Smith Sierra Properties, Inc.
40. **California Fish and Game Commission** - A notice of proposed changes in regulations concerning big game preference points reinstatement and tag refunds due to public land closures.



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Sue Dishion, Leslie Chapman

SUBJECT: Proposed Salary Adjustments for Elected and Appointed Department Heads and Officials

RECOMMENDED ACTION:

Request Board: A) waive the first reading of proposed Ordinance 1275 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for a correction in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors," B) and set enactment for November 23, 2021 in the Board of Supervisors Chamber, Independence.

SUMMARY/JUSTIFICATION:

On July 22, 2021, salary increases for elected officials, excluding the Board of Supervisors became effective. The staff report describing the methodology and rationale for the changes is copied, verbatim, in the Background/History section below. After the ordinance was adopted, it was discovered that the Public Administrator/Public Guardian salary, as printed in the ordinance, contained a typographical error whereby a 9 was typed instead of the intended 6 (\$9,491 instead of \$6,491). According to the staff report below, the chosen methodology to set salaries for elected and appointed officials was to band positions with similar responsibilities to maintain consistency. Then salaries were set as a percentage of the CAO's salary. The issue was thoroughly researched and the finding was that the PA/PG salary was set at 40% of the CAO's salary, or \$6,491 per month or \$77,892 per year. Additionally, the analysis results documented in the staff report below also show the PAPG salary set at 40% of the CAO salary. Consequently, staff recommends adjusting the salary to \$6,469 as originally intended. Staff is not recommending a retroactive adjustment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In January of 2019, your Board appointed a subcommittee made up of Supervisors Pucci and Kingsley to meet with elected department heads regarding elected official compensation and, subsequently, appointed department head compensation. There were a variety of issues to be addressed. These included:

- having a rational mechanism for evaluating or adjusting elected department head salaries
- the lack of any mechanism for evaluating or adjusting appointed department head salaries
- equity between elected and appointed department heads with similar responsibilities
- equity between appointed department heads promoted from within versus appointed department recruited

from outside the organization

While there was a mechanism for adjusting elected department head salaries based upon a comparison with 15 comparable counties, this mechanism was rudimentary and did not take into account variation in job scope or total compensation. Beyond this, evaluation and adjustment of elected and appointed department head salaries was rarely being done, and then it was done on an ad hoc basis with little or no consideration of scope of responsibility in comparison to other positions. There also tended to be a disparity between department heads appointed from within the organization that were typically paid less than department heads recruited from outside the organization. This normally occurred because in-house candidates did not have department head experience. However, this disparity was exacerbated by lack of a mechanism for internally promoted department heads to earn a more equitable salary as they gained experience.

On January 28, 2019, the Board subcommittee met with and formed a larger committee with all elected department heads. The committee included the District Attorney, Sheriff, Assessor, Auditor-Controller, Treasurer-Tax Collector, Clerk-Recorder. The committee spent a substantial amount of time discussing the relevant issues and possible mechanisms to resolve them. It was determined that a technical committee made up of elected department heads and the County Administrator would perform an analysis for presentation to the full committee. After the mechanism discussed below was developed and an analysis done, it was presented to the Board subcommittee and all elected department heads on July 11, 2019. It was presented to all appointed department heads on August 29, 2019.

The intent was to bring the analysis along with an implementation strategy to your Board for consideration in the spring of 2020 to coincide with budget development. However before this was done, the COVID pandemic hit. Because of fiscal uncertainty and severe restrictions being placed on private businesses, the matter was tabled. As was noted in the FY 20-21 Third Quarter Budget update, the County has weathered the pandemic well fiscally and agreements have been reached with all collective bargaining groups, including a compensation and limited classification study done in conjunction with the Inyo County Employee Association Memorandum of Understanding. Additionally, if adjustments are to be made to elected official salaries, it must be done now in order advise possible candidates of the compensation for the elected positions. Consequently, this item is now being brought forward.

METHODOLOGY

The technical committee met in March, 2019, to review a draft analysis strategy developed Auditor-Control Amy Shepherd. The key element of this analysis was to select a benchmark position that was very similar for every county and to then determine how other positions were compensated in comparison to that benchmark. The benchmark position chosen was the County Administrative Officer as nearly every county has this position and the job descriptions are very similar. The other advantage of choosing this position as a benchmark is that it allows the County Administrator to review and complete the analysis objectively because that becomes the only position that is guaranteed to not have an increase in compensation.

The advantage of doing this type of analysis is that it eliminates the need to account for differences in retirement plans, insurance plans or other benefits. Those benefits will be consistent between executive positions in a given organizations and therefor do not need to analyzed between organizations.

The counties initially chosen for comparison were San Luis Obispo, Monterey, Nevada, Mariposa, Mono, Ventura, and Calaveras. These were initially chosen due to ease of obtaining information and having the necessary positions. Subsequently, we were able to identify an easy mechanism to access the information from most counties. In order to test the validity of our method, different groups of counties were used in a similar analysis for a sampling of positions. This was done in 3 ways. First, an analysis was done using the first California county alphabetically and every seventh county thereafter in an alphabetized list. Second, an analysis was done using the fourth California county alphabetically and included every seventh county thereafter in an alphabetized list. Finally, an analysis was done using the 18 California counties beginning with the letter S. All three of the analyses gave results that were within 2% of the analysis using the original counties.

Once the analysis was completed, positions were grouped into bands in order reduce the number of different salary schedules required and to maintain consistency between positions with similar responsibilities. These banded percentages are the recommended percentage of the County Administrator Salary for each position.

ANALYSIS RESULTS

The results of the analysis are as follow with the raw percentage, a banded percentage utilized to reduce the number different salary scales as is typical in public agencies, and the current percentage of CAO salary.

| Position | Raw % of CAO Salary | Banded % of CAO Salary | Current % of CAO Salary |
|-------------------------|----------------------------|-------------------------------|--------------------------------|
| County Counsel | 91% | 91% | 103% |
| District Attorney | 87% | 87% | 82% |
| Sheriff | 87% | 87% | 83% |
| HHS Director | 81% | 80% | 71% |
| Public Works Director | 79% | 80% | 80% |
| Asst. County Admin. | 79% | 80% | 71% |
| Child Support Director | 68% | 69% | 69% |
| Auditor Controller | 69% | 69% | 62% |
| Probation Chief | 69% | 69% | 69% |
| Assessor | 68% | 69% | 62% |
| Water Director | 66% | 69% | 63% |
| Planning Director | 65% | 63% | 58% |
| Env. Health Director | 62% | 63% | 58% |
| Clerk Recorder | 61% | 63% | 56% |
| Treasurer Tax Collector | 61% | 63% | 56% |
| Ag. Commissioner | 59% | 63% | 80% |
| Public Guardian/Admin | 40% | 40% | 38% |
| Board of Supervisors | 37% | 37% | 31% |

RECOMMENDED IMPLEMENTATION

Elected Department Heads and Board of Supervisors

It is recommended by staff and by the subcommittee that the salaries for the elected positions be moved to banded percentage of the CAO salary as determined by the analysis. These positions will also receive a COLA consistent with other employee groups. These two adjustments are reflected in the attached ordinances.

Appointed Department Heads

Staff and the subcommittee recommend that a 5-step salary scale be utilized for appointed department heads. The top step is set at the banded percentage of the CAO salary as determined by the analysis with four steps below in increments of 5% as is typical for all other county employees. This solves the issue of inequity between internal hires and external hires. Department heads can be appointed at the step in the scale that the Board feels is appropriate for their experience and expertise, while providing a consistent mechanism recognizing and compensating for experience gained.

Three of the 10 appointed positions were determined to be above market and will receive no adjustment but will receive the COLA consistent with other employee groups. It is recommended that when these positions become vacant they be filled within the banded range.

In addition to the COLA, it is recommended that the adjustment for the remainder of the positions be consistent

with the implementation of the limited classification study performed as a part of the Inyo County Employee Association Memorandum of Understanding. Appointed department heads will be moved to the closest step above their current salary with a minimum of 5%. As with all other employees, they would be eligible to move to the next step annually based upon receiving a satisfactory performance evaluation from the Board of Supervisors.

Exceptions to the implementation are the Public Works Director, Child Support Director, and the Environmental Health Director. These are relative new hires who have contracts that include the step mechanism being recommended here and have been placed at the step agreed to by them and the Board. They will receive the COLA consistent with other employee groups.

As final note, this recommended analysis and implementation has been prepared as a rational framework for the Board to consider when making appointment. However, the setting of salaries is solely the purview of your Board and you have complete discretion in doing so as the situation dictates.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve and provide direction to staff on a different direction.

OTHER AGENCY INVOLVEMENT:

Elected Officials, Department Heads

FINANCING:

The costs associated with these changes are included in the proposed FY 2021/2022 county budget.

ATTACHMENTS:

1. PA-PG Salary Correction Ordinance

APPROVALS:

| | |
|--------------|--------------------------------|
| Darcy Ellis | Created/Initiated - 11/12/2021 |
| Darcy Ellis | Approved - 11/12/2021 |
| Sue Dishion | Approved - 11/12/2021 |
| John Vallejo | Approved - 11/12/2021 |
| Amy Shepherd | Final Approval - 11/12/2021 |

ORDINANCE NUMBER _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SECTION 2.88.040 OF THE INYO COUNTY CODE TO PROVIDE FOR A CORRECTION IN THE SALARY FOR CERTAIN ELECTED COUNTY OFFICIALS, EXCLUDING MEMBERS OF THE BOARD OF SUPERVISORS

The Inyo County Board of Supervisors ORDAINS as follows:

SECTION I: Authority

Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance.

SECTION II: Purpose

The Board of Supervisors for the County of Inyo enacted section 2.88.040 of the Inyo County Code, which sets compensation to be received by elected county officials, excluding members of the Board of Supervisors. By this ordinance, the Board intends to correct a typographical error in Ordinance 21-1266, adopted on June 8, 2021, and to thereby modify the intended salary for the Public Administrator to be the correct amount.

SECTION III: Section 2.88.040(A) Amended to provide for increases in the salary for certain elected officials, excluding the Board of Supervisors.

Subsection A of Section 2.88.040 of the Inyo County Code is amended to read as follows:

- A. Salary: Salaries for each Elected Official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

| Title | July 22, 2021 December 22, 2021 | December 23, 2021 and on |
|-------------------------|------------------------------------|-----------------------------|
| Assessor | \$ 11,198 | \$ 11,198 |
| Auditor/ Controller | \$ 11,198 | \$ 11,198 |
| Clerk/Recorder | \$ 10,225 | \$ 10,225 |
| District Attorney | \$ 14,120 | \$ 14,120 |
| Public Administrator | \$ 9,491 | \$ 6,491 |
| Sheriff | \$ 14,120 | \$ 14,120 |
| Tax Collector/Treasurer | \$ 10,225 | \$ 10,225 |

SECTION IV: 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 competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION V: 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 _____, 2021,
by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Chairperson, Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board



County of Inyo



County Counsel

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 16, 2021

FROM: John Vallejo

SUBJECT: Employment Agreement Contract Amendment

RECOMMENDED ACTION:

Request approve Amendment No. 1 to the employment agreement between the County of Inyo and Grace Chuchla for the provision of personal services as a Deputy Counsel effective November 16, 2021.

SUMMARY/JUSTIFICATION:

This item comes before you as part of the County Counsel office restructuring your Board approved at its last meeting. The proposed contract amendment conforms Ms. Chuchla's career ladder to the new office structure. No other changes are proposed to the contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this contract amendment. This is not recommended because it would conflict with the new office structure, and reasons for those changes, previously approved by your Board.

OTHER AGENCY INVOLVEMENT:

Personnel, Administration

FINANCING:

There are no changes to the budget not previously anticipated in this fiscal year.

ATTACHMENTS:

1. Chuchla Deputy Contract Amendment 1
2. Chuchla Deputy Contract

APPROVALS:

John Vallejo
John Vallejo
Darcy Ellis
Sue Dishion
Amy Shepherd
John Vallejo

Created/Initiated - 11/2/2021
Approved - 11/2/2021
Approved - 11/3/2021
Approved - 11/3/2021
Approved - 11/3/2021
Final Approval - 11/3/2021

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Grace Chuchla (Deputy), entered into an Agreement for the Provision of Personal Services dated November 2018, on County of Inyo Standard Contract No.208.

WHEREAS, County and Deputy 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 Deputy hereby amend such Agreement as follows:

- Attachment B, Paragraph 2 shall be amended to read as follows:

2. The County Counsel will review Deputy's performance annually. As a result of such review, the County Counsel may recommend to the County Administrator, and in the County Administrator's discretion, the County Administrator may authorize Deputy to be promoted to a Deputy III after at least twelve months' of employment and may thereafter authorize Deputy to be promoted to a Deputy IV after at least twelve months' of employment as a Deputy III, and may thereafter authorize Deputy to be promoted to a Chief Deputy County Counsel after at least twelve months' of employment as a Deputy IV, and may thereafter authorize Deputy to be promoted to an Assistant County Counsel after at least twenty four months' of employment as a Chief Deputy County Counsel, at any step in the ranges for those positions that the County Administrator deems appropriate (up to and including Step E).

- The effective date of this Amendment to the Agreement is November 16, 2021.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
16th DAY OF November, 2021.

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor


APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

DEPUTY

By:  _____

Signature


Print or Type Name

Dated: November 2, 2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL**

INTRODUCTION

WHEREAS, Grace Chuchla (hereinafter referred to as "Deputy") has been or will be duly appointed as a Deputy County Counsel for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy 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 Deputy 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.

Deputy will report directly to and shall work under the direction of the County Counsel. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the County Counsel.

3. TERM.

The term of this Agreement shall be from November 13, 2018 until terminated as provided below. Deputy shall commence employment on a date mutually agreeable to County and Deputy, but no later than January 24, 2019.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy 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 Deputy.

B. Travel and Per Diem. County shall reimburse Deputy for the travel expenses and per diem which Deputy 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 Deputy 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 Deputy without the proper approval of the County.

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

Deputy's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy that the performance of these services and work will require a varied schedule. Deputy, 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 Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. The County will pay the cost of the licenses, certificates, continuing education, professional development, and permits necessary for Deputy to practice law in the State of California and before all appropriate federal courts. Deputy 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 Deputy 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 Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy 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 Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy'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, Deputy'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, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy 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 Deputy 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 Deputy 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 Deputy harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Ninety (90) days written notice of such intent to terminate. Deputy 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 Deputy. County has relied upon the skills, knowledge, experience, and training of Deputy as an inducement to enter into this Agreement. Deputy shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Deputy 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.

Deputy 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 Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy 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. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy 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, Deputy 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, Deputy 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 Deputy 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> | <u>Department</u> |
| <u>P.O. Drawer N</u> | <u>Mailing Address</u> |
| <u>Independence, CA 93526</u> | <u>City and State</u> |

| | |
|------------------------------|-----------------------|
| Deputy | |
| <u>Grace Chuchla</u> | <u>Name</u> |
| <u>4249 Rhodes Ave.</u> | <u>Street</u> |
| <u>Studio City, CA 91604</u> | <u>City and State</u> |

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.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
13th DAY OF November, 2018.

COUNTY OF INYO

By: 

Dated: 11/13/18

DEPUTY

By: _____
Print or Type Name

Signature

Dated: _____

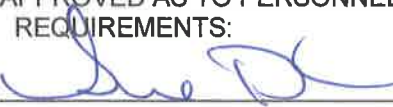
APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Personnel Services

Elected-ApptdOfficials/P.208

AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
13th DAY OF November, 2018.

COUNTY OF INYO

By: _____

Dated: _____

DEPUTY

By: Grace Chuchla
Print or Type Name

Grace Chuchla
Signature

Dated: 11/6/18

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Personnel Services

Elected-ApptdOfficials/P.208

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL**

TERM:

FROM: November 13, 2018 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy County Counsel II attached hereto. If and when Deputy is promoted to Deputy III, Deputy IV, or Assistant County Counsel (see Attachment B), then Deputy will perform the duties and responsibilities in the then current job descriptions for those positions, which are incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL**

TERM:

FROM: November 13, 2018 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall initially be paid at Range 83 (Currently \$6,225 - \$7,564 per month), Step E (currently \$7,564), Deputy County Counsel II, and shall be paid every two weeks on County paydays.
2. The County Counsel will review Deputy's performance annually. As a result of such review, the County Counsel may recommend to the County Administrator, and in the County Administrator's discretion, the County Administrator may authorize Deputy to be promoted to a Deputy III after at least twelve months' of employment and may thereafter authorize Deputy to be promoted to a Deputy IV after at least twelve months' of employment as a Deputy III, and may thereafter authorize Deputy to be promoted to an Assistant County Counsel after at least twelve months' of employment as a Deputy IV, at any such step in the ranges for those positions that the County Administrator deems appropriate (up to and including Step E).
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2018-02 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Deputy's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. For purposes of vacation leave only, Deputy shall be considered to have three (3) years of continuous service upon commencing employment (and shall initially accrue vacation at the rate of 1 ¼ days for each calendar month).
6. Deputy is entitled to forty (40) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
7. The County shall reimburse Deputy for reasonable moving expenses up to \$5,000.00 that are incurred between December 1, 2018 and March 1, 2019. Deputy shall provide the County with receipts or other proof of actual expenditures made.
8. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL**

TERM:

FROM: November 13, 2018 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

\\\\\\ NOTHING FOLLOWS



County of Inyo



Health & Human Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Meaghan McCamman

SUBJECT: Request to hire one Assistant Director of Health and Human Services

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Assistant Director of Health and Human Services (HHS) exists in one or more non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Assistant Director of HHS at Range 92 (\$8,394 - \$10,204); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.

SUMMARY/JUSTIFICATION:

The Assistant Director of HHS accepted a new position within the County, resulting in a vacancy. This position plays a key leadership role within the Department, providing oversight to HHS program operations, supporting division leaders, managing special projects, and facilitating the development and implementation of HHS services.

The Department respectfully requests that your Board authorize the hiring of an Assistant Director of HHS.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to fill this vacancy. This would result in decreased ability of the Department to provide the high quality services expected by the people of Inyo County.

OTHER AGENCY INVOLVEMENT:

NA

FINANCING:

State and Federal funding, Health, Behavioral Health, and Social Services Realignment. This position is budgeted as follows: 25% Health (045100); 30% Mental Health (045200); 25% SUD (045315); and 20% Social Services (055800) in the Salaries and Benefits object codes.

ATTACHMENTS:

APPROVALS:

| | |
|--------------------|-------------------------------|
| Meaghan McCamman | Created/Initiated - 11/1/2021 |
| Darcy Ellis | Approved - 11/2/2021 |
| Marilyn Mann | Approved - 11/8/2021 |
| Melissa Best-Baker | Approved - 11/8/2021 |
| Sue Dishion | Approved - 11/8/2021 |
| Amy Shepherd | Approved - 11/8/2021 |
| Marilyn Mann | Final Approval - 11/12/2021 |



County of Inyo



Public Works - Parks & Recreation

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 16, 2021

FROM: John Pinckney

SUBJECT: Request approval to hire a Parks Specialist II Range 54, Step E.

RECOMMENDED ACTION:

Request Board approve the hiring of a Parks Specialist II at Range 54 (\$3,392-\$4,127) , Step E.

SUMMARY/JUSTIFICATION:

Public Works, Parks and Recreation was approved to hire a Parks Specialist I at Range 50 during the September 7, 2021 board meeting. Parks and Recreation successfully recruited and has hired an internal candidate from within the Public Works Department. Due to years of experience with the County and qualifications, we would like to request approval to hire at the Parks Specialist II classification at Range 54, Step E.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board can deny approval to increase the new hire at Range 54 Step E, however, this is not recommended as this increase is merited due to experience and qualifications.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's Office

FINANCING:

This position is funded by Parks and Recreation and is budgeted in the Parks and Recreation budget 076900, in the salaries and benefits object codes.

ATTACHMENTS:

APPROVALS:

Teresa Elliott
Darcy Ellis
Teresa Elliott
Breanne Nelums
Sue Dishion
Amy Shepherd
Michael Errante

Created/Initiated - 11/8/2021
Approved - 11/8/2021
Approved - 11/8/2021
Approved - 11/8/2021
Approved - 11/9/2021
Approved - 11/9/2021
Final Approval - 11/9/2021



County of Inyo



Sheriff

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Jeffrey Hollowell

SUBJECT: Hire one (1) Office Technician I-III

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I-III exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician I-III, Range 55-63 (\$3,477 - \$5,091), up to step E depending on qualifications.

SUMMARY/JUSTIFICATION:

The Inyo County Sheriff's Office currently has one (1) Office Tech vacancy due to a resignation effective 11/10/21. This position is critical in overseeing payroll, fiscal, travel and training, and animal licensing.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could deny filling this position. This is not recommended by staff, leaving this position vacant will negatively impact the public, internal operations, and communication with other county departments.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Financing for this position is included in the Sheriff's (022700), Jail (022900) and Animal Services (023900) board approved 2021-2022 budgets.

ATTACHMENTS:

APPROVALS:

Denelle Carrington
Darcy Ellis
Eric Pritchard
Riannah Reade
Sue Dishion
John Vallejo
Amy Shepherd
Jeffrey Hollowell

Created/Initiated - 11/2/2021
Approved - 11/2/2021
Approved - 11/3/2021
Approved - 11/3/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



County of Inyo



Clerk-Recorder - Elections

CONSENT - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Danielle Sexton

SUBJECT: Conflict of Interest Software - Sole Source and Annual Expense Approval

RECOMMENDED ACTION:

Request Board: A) declare Granicus, LLC of Saint Paul, MN a sole-source provider of electronic management of Conflict of Interest Form 700 software DisclosureDocs; and B) authorize payment in an amount not to exceed \$11,000, payable to Granicus, LLC for the provision of software subscription services of DisclosureDocs/eDisclosureDocs for Fiscal Year 2021-2022.

SUMMARY/JUSTIFICATION:

As a means of declaring potential conflicts of interest, elected and appointed officials and county employees in decision-making positions are required by law to file a Statement of Economic Interest Form, more commonly known as Form 700. Form 700 is required to be filed upon assuming office, annually and when leaving office. Although it is up to the individual filers to complete the form, the County Clerk is responsible for tracking and notifying filers of non-compliance. County Clerk Staff sends out notices, supplies forms, logs each statement, sends at least two written notifications to non-filers, reports violations to the appropriate enforcement agencies, maintains logs with copies of each notification, reviews statements for compliance, requests amendments when appropriate, imposes late filing penalties, and provides public access.

Due to our large geographic size, with multiple school, fire, hospital and community service boards, there is a disproportionately high number of residents that are required to file Form 700. In Inyo County there are 456 citizens, or roughly 2.5% of the population, who are required by law to file a Statement of Economic Interest Form 700.

Although every effort is made to comply with the Form 700 reporting requirements, many filers do not submit completed or timely forms. This may result in a fine of \$10.00 per day for late filers and is especially detrimental to county employees who, as per Inyo County Personnel Rules may be subject to disciplinary action up to and including termination.

Inyo County Personnel Rules and Regulations, 3.24

"All County employees and officials required to do so by the Political Reform Act of 1974, as amended (Government Code § 87100 et seq), or by the County Conflict of Interest Code shall comply with all statutes, regulations and ordinances regarding conflict of interest and incompatible activities. Failure to do so may constitute grounds for disciplinary action up to and including termination"

Prior to 2002, there was no other company that offered highly specialized software for the management of Conflict of Interest Form 700. In 2002, SouthTech Systems developed DisclosureDocs, a program that automates and eases the management of Form 700. SouthTech Systems selected several California Counties, including Los Angeles, Merced, Orange and Stanislaus and Inyo to assist with a pilot program for the initial implementation of DisclosureDocs.

All departments and positions within Inyo County that are subject to compliance exist in the current DisclosureDocs software system. Filers are registered and established with their own accounts and are familiar with how the system operates. This program has been utilized since the 2013-2014 fiscal year and is fully operational. There is only one other software program developed specifically to track and manage Conflict of Interest Form 700 filings. Initiating an RFP would create additional time, energy and cost and could result in frustration and non-compliance with the filers due to the non-familiarity of yet another new system.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

You could require that the County Clerk-Recorder prepare an RFP for the software program which would result in a likely increase to net-county cost above and beyond the reduced rate that has been offered by this contractor.

You could deny the request all together, which would result in loss of software and support for electronic filing and would result in burdensome and time-consuming manual 700 form filing and tracking.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The annual expense for DisclosureDocs is included in the approved FY 2021/2022 Elections Budget (011000-5311).

ATTACHMENTS:

APPROVALS:

| | |
|-----------------|-------------------------------|
| Danielle Sexton | Created/Initiated - 11/8/2021 |
| Darcy Ellis | Approved - 11/8/2021 |
| Danielle Sexton | Approved - 11/8/2021 |
| John Vallejo | Approved - 11/8/2021 |
| Amy Shepherd | Final Approval - 11/9/2021 |



County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Rochelle Romo

SUBJECT: Request Board ratify and approve purchases from Dell USA L.P. for an amount not to exceed \$156,000 for Tech Refresh FY 21/22

RECOMMENDED ACTION:

Request Board ratify and approve purchases from Dell USA L.P. for an amount not to exceed \$156,000 for the purchase of 116 Dell Latitude 5520 laptop computers with 3-year warranties, 116 Dell Monitors and 116 Dell docking stations, pursuant to the Technology Refresh Initiative.

SUMMARY/JUSTIFICATION:

The FY 2021-2022 adopted budget established the Tech Refresh program that planned for the annual replacement of approximately 25% of the technology equipment at the County. This program helps to stabilize the annual computer replacement costs, streamlining the budget planning process and simplifying the upgrade-related processes.

Information Services identified the need for 100 end-user laptops to replace machines that are currently being used by employees. The additional 16 machines, will be used as IS Stock for departments that are adding machines to their inventory. Due to the current COVID-19 crisis, the need for laptops has increased and the stock of machines Information Services had has been severely depleted. This has made it very difficult to get any type of Technology especially computers which is why we are going to purchase the additional 16 machines this year. The laptop model is consistent with those acquired in the FY 2020-2021 Tech Refresh purchase. Prices were evaluated from 3 different vendors and it was determined that Dell Latitude 5520 Laptops from Dell USA L.P. were the most reasonably priced.

BACKGROUND/HISTORY OF BOARD ACTIONS:

During the Global Pandemic the national computer supply has been depleted due to the large number of schools and businesses being required to work from home. As a result, the supply chain has been strained and acquiring technology has become extremely difficult. Computer vendors nationwide are unable to guarantee when inventory will become available again. It is imperative that we order new technology as soon as possible so that we can get in line for equipment as it becomes available.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the request, to modify the quantities requested, or to direct staff to

determine alternate solutions. Not approving this request or modifying the quantities requested, however, would be contrary to the initiative proposed as part of the 2021-2022 budget adoption and is not recommended. Directing staff to find alternate solutions would not result in a significantly different recommendation, as Information Services conducted a lengthy, comprehensive and iterative analysis of the system specifications, capabilities during FY 2021-2022.

OTHER AGENCY INVOLVEMENT:

The Technology Refresh program affects all General Fund departments and some participating Non-General Fund departments, though not equally each year.

FINANCING:

Funding for the purchase of the computers is available in the board approved FY 2021-2022 Computer Upgrade budget 011808, Object Code 5232 (Office and Other Equipment <\$5000).

ATTACHMENTS:

1. Dell USA L.P. Quote

APPROVALS:

| | |
|-----------------|-------------------------------|
| Rochelle Romo | Created/Initiated - 11/9/2021 |
| Darcy Ellis | Approved - 11/9/2021 |
| Rochelle Romo | Approved - 11/9/2021 |
| Scott Armstrong | Approved - 11/9/2021 |
| Amy Shepherd | Final Approval - 11/10/2021 |



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

| | | | |
|----------------------|---|-------------------|-----------------------------|
| Quote No. | 3000103634573.4 | Sales Rep | Elizabeth G Clark |
| Total | \$155,261.54 | Phone | (800) 456-3355, 6179227 |
| Customer # | 7071315 | Email | Elizabeth_G_Clark@Dell.com |
| Quoted On | Nov. 08, 2021 | Billing To | ACCOUNTS PAYABLE |
| Expires by | Dec. 08, 2021 | | COUNTY OF INYO |
| Contract Name | Dell NASPO Computer Equipment PA - California | | PO BOX 477 |
| Contract Code | C000000181156 | | INDEPENDENCE, CA 93526-0477 |
| Customer Agreement # | MNWNC-108/7157034003 | | |
| Deal ID | 22048256 | | |

Message from your Sales Rep

Please contact me if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Elizabeth G Clark

Shipping Group

| | |
|--|-----------------------------|
| Shipping To | Shipping Method |
| RECEIVING DEPT COUNTY OF INYO INFORMATION SERVICES 168 N EDWARDS ST INDEPENDENCE, CA 93526 (760) 878-0293 | Standard Delivery Free Cost |

| Product | Unit Price | Quantity | Subtotal |
|---|------------|----------|-------------|
| Dell UltraSharp 24 Monitor - U2419H | \$239.93 | 116 | \$27,831.88 |
| Dell Dock- WD19S 90w Power Delivery - 130w AC | \$167.88 | 116 | \$19,474.08 |
| Dell Latitude 5520 | \$833.74 | 116 | \$96,713.84 |

| | |
|----------------------------|---------------------|
| Subtotal: | \$144,019.80 |
| Shipping: | \$0.00 |
| Environmental Fee: | \$1,160.00 |
| Non-Taxable Amount: | \$15,092.76 |
| Taxable Amount: | \$130,087.04 |
| Estimated Tax: | \$10,081.74 |
| <hr/> | |
| Total: | \$155,261.54 |

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RECEIVING DEPT
 COUNTY OF INYO
 INFORMATION SERVICES
 168 N EDWARDS ST
 INDEPENDENCE, CA 93526
 (760) 878-0293

Shipping Method

Standard Delivery Free Cost

| | Quantity | Subtotal |
|--|------------|--------------------|
| Dell UltraSharp 24 Monitor - U2419H | 116 | \$27,831.88 |

Estimated delivery if purchased today:
 Dec. 15, 2021
 Contract # C000000181156
 Customer Agreement # MNWNC-108/7157034003

| Description | SKU | Unit Price | Quantity | Subtotal |
|-------------------------------------|----------|------------|----------|----------|
| Dell UltraSharp 24 Monitor - U2419H | 210-ARCF | - | 116 | - |
| Dell Limited Hardware Warranty | 814-5380 | - | 116 | - |
| Advanced Exchange Service, 3 Years | 814-5381 | - | 116 | - |

| | Quantity | Subtotal |
|--|------------|--------------------|
| Dell Dock- WD19S 90w Power Delivery - 130w AC | 116 | \$19,474.08 |

Estimated delivery if purchased today:
 Jan. 27, 2022
 Contract # C000000181156
 Customer Agreement # MNWNC-108/7157034003

| Description | SKU | Unit Price | Quantity | Subtotal |
|--|----------|------------|----------|----------|
| Dell Dock – WD19S 90W Power Delivery – 130w AC | 210-AZBG | - | 116 | - |
| Advanced Exchange Service, 3 Years | 824-3984 | - | 116 | - |
| Dell Limited Hardware Warranty | 824-3993 | - | 116 | - |

| | Quantity | Subtotal |
|---------------------------|------------|--------------------|
| Dell Latitude 5520 | 116 | \$96,713.84 |

Estimated delivery if purchased today:
 Jan. 12, 2022
 Contract # C000000181156
 Customer Agreement # MNWNC-108/7157034003

| Description | SKU | Unit Price | Quantity | Subtotal |
|--|----------|------------|----------|----------|
| Dell Latitude 5520 XCTO Base | 210-AYNN | - | 116 | - |
| 11th Generation Intel Core i5-1135G7 (4 Core, 8M cache, base 2.4GHz, up to 4.2GHz) | 379-BEHK | - | 116 | - |
| Windows 10 Pro English, French, Spanish | 619-AHKN | - | 116 | - |
| No Microsoft Office License Included – 30 day Trial Offer Only | 658-BCSB | - | 116 | - |
| Assembly base | 338-BXRY | - | 116 | - |
| I5-1135G7 Trans, Intel Iris Xe Graphics, Thunderbolt | 338-BXSB | - | 116 | - |
| non-vPro Manageability | 631-ACTC | - | 116 | - |
| 8GB, 1x8GB, DDR4 Non-ECC | 370-AFVS | - | 116 | - |
| No Additional Hard Drive | 401-AADF | - | 116 | - |
| M.2 256GB PCIe NVMe Class 40 Solid State Drive | 400-BKVG | - | 116 | - |
| LCD back cover for Latitude 5520 WLAN Only | 320-BECL | - | 116 | - |
| HD Camera Bezel with Mic | 325-BDZF | - | 116 | - |

| | | | | |
|---|----------|---|-----|---|
| 15.6" FHD (1920x1080) Non-Touch, Anti-Glare, 250nits | 391-BFPM | - | 116 | - |
| Palmrest, No Security, Thunderbolt 4 | 346-BGVS | - | 116 | - |
| Single Pointing Backlit English US Keyboard with numeric keypad | 583-BHBG | - | 116 | - |
| Wireless Intel AX201 WLAN Driver | 555-BGGN | - | 116 | - |
| Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1 | 555-BGGT | - | 116 | - |
| No Mobile Broadband Card | 556-BBCD | - | 116 | - |
| 3 Cell 42Whr Long Life Battery (includes 3 year limited hardware warranty) | 451-BCUL | - | 116 | - |
| E5 130W Type-C Adapter | 450-AJNQ | - | 116 | - |
| No Anti-Virus Software | 650-AAAM | - | 116 | - |
| OS-Windows Media Not Included | 620-AALW | - | 116 | - |
| E5 US Power Cord | 450-AAEJ | - | 116 | - |
| Quick Start Guide | 340-CTXV | - | 116 | - |
| US Order | 332-1286 | - | 116 | - |
| SERI Guide (ENG/FR/Multi) | 340-AGIK | - | 116 | - |
| Custom Configuration | 817-BBBB | - | 116 | - |
| SupportAssist | 525-BBCL | - | 116 | - |
| Dell(TM) Digital Delivery Cirrus Client | 640-BBLW | - | 116 | - |
| Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) | 658-BBMR | - | 116 | - |
| Waves Maxx Audio | 658-BBRB | - | 116 | - |
| Dell Power Manager | 658-BDVK | - | 116 | - |
| Dell SupportAssist OS Recovery Tool | 658-BEOK | - | 116 | - |
| Dell Optimizer | 658-BEQP | - | 116 | - |
| Windows PKID Label | 658-BFDQ | - | 116 | - |
| Mix Model 130W adapter + TGL CPU | 340-CUBD | - | 116 | - |
| Intel(R) Core(TM) i5 non-vPro Processor Label | 389-DXDU | - | 116 | - |
| No Mouse | 570-AADK | - | 116 | - |
| No Resource USB Media | 430-XXYG | - | 116 | - |
| ENERGY STAR Qualified | 387-BBPI | - | 116 | - |
| BTO Standard Shipment (VS) | 800-BBQK | - | 116 | - |
| No UPC Label | 389-BCGW | - | 116 | - |
| No Removable CD/DVD Drive | 429-AATO | - | 116 | - |
| 5520 Laptop Bottom Door Integrated Graphics | 321-BGBG | - | 116 | - |
| No AutoPilot | 340-CKSZ | - | 116 | - |
| EPEAT 2018 Registered (Gold) | 379-BDZB | - | 116 | - |
| Dell Limited Hardware Warranty Extended Year(s) | 975-3461 | - | 116 | - |
| Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport | 989-3449 | - | 116 | - |
| Dell Limited Hardware Warranty | 997-8317 | - | 116 | - |
| ProSupport: 7x24 Technical Support, 3 Years | 997-8344 | - | 116 | - |
| ProSupport: Next Business Day Onsite, 1 Year | 997-8349 | - | 116 | - |
| ProSupport: Next Business Day Onsite, 2 Year Extended | 997-8354 | - | 116 | - |

| | |
|---------------------------|---------------------|
| Subtotal: | \$144,019.80 |
| Shipping: | \$0.00 |
| Environmental Fee: | \$1,160.00 |
| Estimated Tax: | \$10,081.74 |
| <hr/> | |
| Total: | \$155,261.54 |

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: November 16, 2021

FROM: County Counsel

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

RECOMMENDED ACTION:

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

SUMMARY/JUSTIFICATION:

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

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

The Inyo County Health Officer currently recommends that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda materials. Adopting the recommended action would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing or the state of emergency continues to directly impact the ability of the members to meet safely in person. If the Board adopts the proposed findings, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through December 1, 2021. In order to continue to meet under those modified rules after December 1, the Board will again need to reconsider the circumstances of the state of emergency and again make at least one of the additional findings required by AB

361.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. AB 361 Public Meeting Recommendations from Public Health Officer

APPROVALS:

Darcy Ellis
John Vallejo
Leslie Chapman

Created/Initiated - 11/8/2021
Approved - 11/8/2021
Final Approval - 11/12/2021



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

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

Marilyn Mann, Director
mmann@inyocounty.us

Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

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

Re: Continued Recommendation Re Social Distancing and Remote Meetings

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

This recommendation will remain in place until further notice.

Dr. James A. Richardson
Inyo County Health Officer



County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Tyler Davis

SUBJECT: Approval of contract with Binti, Inc for the provision of an online web portal for Resource Family Approval Program in Social Services

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and Binti, Inc. for the provision of an online web portal for Resource Family Approval application and approval process management, for a total not to exceed \$19,103 for the period of July 1, 2021 through June 30, 2024 contingent upon adoption of future budgets; and authorize the HHS Director to sign the agreement.

SUMMARY/JUSTIFICATION:

The Department of Health and Human Services began implementation of the Resource Family Approval (RFA) program, which replaced the former Foster Care Licensing process, in January 2017. The program blends the approval processes for both relatives and non-related individuals who wish to provide care to foster children. Managing the applications, including monitoring completion of training, health clearances, background checks and the status of the family evaluation (psychological assessment) can be challenging, especially as the state requires a ninety (90) day turn-around time frame from application to approval for those applicants who have children placed with them on an emergency placement basis.

Binti, Inc. was launched in 2016 in the County of San Francisco in response to RFA and quickly spread to use in 35 other agencies statewide, with Inyo County RFA utilizing their services since 2018. Binti offers a web portal for county RFA staff and potential Resource Family applicants to access and better manage the approval process. Applicants are able to complete their applications online, including e-signing of the application, and complete and/or upload paperwork through the portal, resulting in a reduction of time spent by the RFA staff in tracking down documents. Additionally, RFA staff has access to an online dashboard that provides an overview of pending applications, level of completion, and due date alerts. These two components of the web portal help reduce time spent by staff in manually tracking and contacting applicants, especially those who reside in outlying areas. It also provides individuals who live in our more remote areas of the county the ability to apply and move through the approval process without the delays caused by mail and/or staff availability to meet with the applicant in their own home or community and allows RFA staff the ability to better use their time when conducting the required home assessments, as well as enhance the ability to staff to better manage the timing of the approvals.

Binti is a unique product and built specifically to meet the needs of counties in their efforts to fully implement RFA. Given the uniqueness of the portal to RFA management for California counties, our department is

respectfully requesting authorization to enter into a contract in order to access these portal tools. Per the county purchasing policy, the invoice for Binit Services has already been paid. However, the department was notified that a signed agreement is required to claim this expense. As a result, this agreement is coming before you late, requiring ratification.

The Department respectfully requests ratification and approval of this agreement and authorization for Marilyn Mann to sign the agreement and process a purchase order each year of the agreement to pay for the services.

BACKGROUND/HISTORY OF BOARD ACTIONS:

None

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County could choose not to approve this contract, which would result in RFA staff manually monitoring and processing hard-copy applications.

OTHER AGENCY INVOLVEMENT:

Inyo County Probation and California Department of Social Services

FINANCING:

State and Federal funds and Social Services Realignment. This expense will be budgeted in social services (055800) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Binti Master Subscription and Services Agreement

APPROVALS:

| | |
|--------------------|-------------------------------|
| Tyler Davis | Created/Initiated - 10/8/2021 |
| Darcy Ellis | Approved - 10/8/2021 |
| Melissa Best-Baker | Approved - 10/9/2021 |
| Marilyn Mann | Approved - 10/13/2021 |
| Keri Oney | Approved - 11/10/2021 |
| John Vallejo | Approved - 11/10/2021 |
| Amy Shepherd | Approved - 11/10/2021 |
| Marilyn Mann | Final Approval - 11/12/2021 |

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement (“**Agreement**”) is made as of **July 1st, 2021** (“**Effective Date**”), between Binti, Inc. with an address at 1212 Broadway, Suite 200, Oakland, California 94612 (“**Binti**”), and Inyo County, with an address at 1360 N. Main St., Bishop, CA 93514 (“**Licensee**”). Binti and Licensee will be referenced to individually herein as “**Party**” and collectively as the “**Parties**.”

Binti has developed a Software-as-a-Service platform, as described at www.binti.com (“**Platform**”). The Approvals Platform allows users to apply online to become approved to foster children and allows social workers to manage their approval workflow online. The Placements Platform allows for the matching of child referrals to approved foster families. The Case Management Platform allows agencies to track and manage ongoing paperwork and requirements for children and youth in their care (“**Authorized Purpose**”). This Agreement governs a relationship whereby Binti will (i) grant Licensee access to the Platform; and (ii) perform the professional services set forth in **Exhibit A** attached hereto (“**Professional Services**,” together with the Platform, the “**Services**”). Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Proprietary Rights.

(a) **Platform.** Subject to the terms and conditions of this Agreement, Binti hereby grants to Licensee during the Term (defined below) a non-exclusive, non-transferable and non-sublicensable license to allow its employees and contractors who have been issued valid access credentials from Binti (“**Authorized Users**”) to access and use the Platform solely to help facilitate foster care and adoptions for children. Binti will provide access to the Service to Authorized Users subject to Binti’s Terms of Service, and in its capacity as a data controller, will process the Authorized Users’ personal information in compliance with Binti’s Privacy Policy. Binti will provide Licensee with the support services set forth in **Exhibit B** attached hereto.

(b) **Restrictions.** Licensee will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform (except to the extent such prohibition is contrary to applicable law); (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party except as permitted under Section 1(a); (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that violates this Agreement, any third party rights or any applicable laws, rules or regulations.

(c) **Binti Ownership.** Except for the rights granted to Licensee in Section 1(a) above and Licensee’s rights to Data (defined below), as between the Parties, Binti retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all Updates thereto) and all aggregated and de-identified information that Binti’s systems or applications automatically collect regarding the Platform and/or its use and/or performance (including, without limitation, de-identified Data that does not, and cannot reasonably be used to, identify Licensee or any individual) (“**Diagnostic Data**”) (which, notwithstanding anything to the contrary, Binti may fully exploit). All rights that Binti does not expressly grant to Licensee in this Section 1 are reserved and Binti does not grant any implied licenses under this Section 1.

(d) **Licensee Ownership.** As between the Parties, Licensee owns all data, information and other materials submitted to the Platform or Binti by Licensee or Authorized Users (which, for clarity, excludes Diagnostic Data) (collectively, “**Data**”). Licensee represents and warrants that: (i) it either owns the Data or is otherwise permitted to grant the license set forth in this Section; (ii) the posting and use of Data on or through the Platform does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Data on the Platform does not result in a breach of contract between Licensee and any third party. Licensee hereby grants to Binti a non-exclusive and non-transferable (except under Section 10) license to use and host the Data, solely to provide the Services. Binti is not responsible for the content of any Data or the way Licensee or its Authorized Users choose to use the Platform to store or process any Data. Upon termination or expiration of this Agreement for any reason, Binti will permit Licensee to download all Data from the Platform in .csv format.

2. Use of the Services.

(a) **Binti’s Obligations.** Binti will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). Binti will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data.

(b) **Licensee’s Obligations.** Licensee acknowledges and agrees that it is responsible for the use or misuse of the Service by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a

breach by Licensee of this Agreement. Licensee acknowledges and agrees that the Licensee and Licensee's Authorized Users use of the Platform is in compliance with all applicable laws, and Licensee acknowledges that Licensee assumes all risk arising from any such use that is not compliant with applicable laws.

3. Professional Services.

(a) General. Subject to Licensee's compliance with the terms and conditions of this Agreement, Binti will perform the Professional Services in accordance with any specifications set forth in **Exhibit A**. Each Party will communicate with the point of contact set forth in **Exhibit A** in connection with the Professional Services. Licensee will reasonably cooperate with Binti to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for Binti to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any Licensee obligations described in **Exhibit A** in a timely manner; and (iii) responding to Binti's reasonable requests related to Professional Services in a timely manner. Notwithstanding anything in **Exhibit A** to the contrary, Binti will not be liable for any delays in performing the Professional Services that arise, in whole or in part, from Licensee's acts or omissions, including, without limitation, its failure to comply with this Section 3(a).

(b) Intellectual Property Rights. Binti solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Binti, solely or in collaboration with others, arising out of, or in connection with, Binti performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("**Inventions**"). Binti hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term to use the portion of the Inventions that is incorporated into any deliverables that Binti provides to Licensee under **Exhibit A** solely to use any such deliverables. Binti reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Section 3.

4. Fees.

(a) Fees. Licensee will pay Binti [(i) \$6,180 for access to the Approvals Platform for each 12 month period and for Professional Services set forth in Sections 2(a)-(b) of Exhibit A hereto, [(ii) **INSERT FEE HERE**] for access to the Placements Platform during the Term and for Professional Services set forth in Sections 2(a)-(b) of Exhibit A hereto (collectively, "**Fees**"). All Fees will be due and payable within thirty (30) days from the date of the applicable invoice issued by Binti. Except as expressly set forth herein, all Fees are non-cancellable and non-refundable. Late Fee payments will accrue interest at the rate of one and one half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

(b) Fee Increases. Binti in its sole discretion may increase the fees due for any 12 month period during the Term in an amount not to exceed 3% more than the fees payable during the immediately preceding term of the same length to adjust for inflation; provided, however, that Binti may increase the fees by an amount deemed necessary by Binti in its sole discretion during any Renewal Term in connection with enhancements and/or improvements made to the Platform or Professional Services.

(c) Taxes. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes associated with its receipt of the Services (except for any Taxes based on Binti's net income).

5. Confidential Information.

(a) Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, Confidential Information of Binti also includes the Binti technology underlying the Platform and any related non-public specifications, documentation or technical information that Binti makes available to Licensee. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party and without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without restriction and without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

(b) Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party

will limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. Term and Termination.

(a) Term. This Agreement will commence on the Effective Date and continue for a period of thirty-six (36) months ("Renewal Term").

(b) Termination. Either Party may terminate this Agreement for any or no reason (in its sole and absolute discretion), upon written notice to the other Party. Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy such material breach within the thirty (30)-day notice period. Upon termination (except for termination by Binti pursuant to the immediately preceding sentence), the Licensee will have access to the Platform for the remainder of the then-current Term. Upon termination by either party for any reason, Binti will supply the Licensee with an export of the Licensee's Data.

(c) Effect of Termination. Upon expiration or termination of this Agreement for any reason, the licenses granted by each Party will automatically terminate and all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. The provisions of Sections 1(b), 1(c), 2(b), 3(b), 4, 5, 6(c), 7, 8, 9, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement.

7. Representations and Warranties.

(a) Mutual. Each Party represents and warrants that: (i) it has the right, power and authority to enter into this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(b) Licensee. Licensee further represents and warrants that: (i) it owns or otherwise has sufficient rights to the Data to grant the license set forth in Section 1(d); and (ii) no Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 7, THE SERVICES AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT BY BINTI ARE PROVIDED ON AN "AS-IS" BASIS, AND LICENSEE ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SERVICES TO ACHIEVE LICENSEE'S INTENDED RESULTS, FOR THE ACCURACY AND/OR QUALITY OF ITS DATA, AND FOR ITS USE OF, AND RESULTS OBTAINED FROM, THE SERVICES. BINTI DOES NOT WARRANT THAT THE SERVICES OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, BINTI MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND BINTI HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

8. Limitations on Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (I) EXCEPT WITH RESPECT TO SECTION 9, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAYABLE TO BINTI DURING THE TERM; AND (II) EXCEPT TO THE EXTENT SUCH DAMAGES ARE PAID OR PAYABLE TO UNAFFILIATED THIRD PARTIES PURSUANT TO EITHER PARTY'S OBLIGATIONS PURSUANT TO SECTION 9, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THIS SECTION 8 DOES NOT LIMIT

EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. Indemnification.

(a) Licensee. If a third party asserts a claim (each, a "**Third Party Claim**") against Binti or any of its affiliates, officers, employees or contractors (each, a "**Binti Released Party**") alleging or arising from (a) that any Data infringes, violates, or misappropriates any intellectual property or proprietary right(s), (b) that any Data, or its provision to Binti, violates any applicable law or regulation, or (c) any negligent act or intentional misconduct by Licensee or any of its Authorized Users in connection with the Service, then Licensee will defend the Binti Released Party from the Third Party Claim and hold such Binti Released Party harmless from and against all damages, settlements, costs, and/or expenses, in each case, that are paid or payable to third party(ies) with respect to the Third Party Claim (including, without limitation, reasonable attorneys' fees).

(b) Binti. If a Third Party Claim is asserted against Licensee or any of its affiliates, officers, employees or contractors (each, a "**Licensee Released Party**") alleging that the Platform (not including any Data) infringes, violates, or misappropriates such third party's intellectual property or proprietary right(s) ("**Infringement Claim**"), then Binti will defend the Licensee Released Party from the Infringement Claim and hold such Party harmless from and against all damages, settlements, costs, and/or expenses, in each case, that are paid or payable with respect to the Infringement Claim (including, without limitation, reasonable attorneys' fees). In the event of an Infringement Claim, Binti, at its sole option and expense, may: (i) procure for Licensee the right to continue using the Platform or infringing part thereof; (ii) modify the Platform or infringing part thereof; (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (iv) if the foregoing are not commercially practicable, terminate this Agreement and repay to Licensee a pro-rata portion of the Fees. Notwithstanding the foregoing sentences of this Section 9(b), Binti will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) any breach of this Agreement by Licensee or any Authorized Users; (b) any modification, alteration or addition made to the Platform by Licensee or any Authorized Users, including any combination of the Platform with software not provided by Binti; (c) any failure by Licensee or any Authorized Users to use any Updates made available by Binti; or (d) any settlements entered into by Licensee or costs incurred by Licensee for the Infringement Claim that are not pre-approved by Binti in writing.

(c) Procedures. Each Party's obligations pursuant to Sections 9(a) and 9(b) above (respectively) are expressly conditioned on: (a) the Party seeking indemnification under this Section 9 ("**Indemnified Party**") providing the other Party ("**Indemnifying Party**") with prompt written notice of the applicable Third Party Claim for which the Indemnified Party seeks indemnification; (b) the Indemnified Party reasonably cooperating in the defense and/or settlement of such Third Party Claim, at the Indemnifying Party's sole expense; and (c) the Indemnifying Party having sole control over the defense and/or settlement of such Third Party Claim. The Indemnifying Party may not agree to any settlement of any Third Party Claim against the Indemnified Party that admits wrongdoing by the Indemnified Party, or otherwise imposes any material obligation on the Indemnifying Party (not entirely covered by an indemnification obligation hereunder), without the Indemnified Party's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party may participate in the defense of a Third Party Claim through counsel of its own choice at its own expense.

10. Miscellaneous. Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling such Party to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of California without reference to its conflict of laws principles. This Agreement, including all Exhibits attached hereto, embodies the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via email to the following: in the case of Binti: Felicia@binti.com; and in the case of Licensee: mmann@inyocounty.us. Either Party may change its address for receipt of notice by notice to the other Party in

accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient. Binti will not be liable or responsible to Licensee, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Binti including, without limitation, acts of God, natural disaster, denial or services attacks and/or service provider system outages (collectively, "**Force Majeure Events**"). This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

BINTI, INC.

By: _____

Name: _____

Title: _____

LICENSEE

By: _____

Name: _____

Title: _____

EXHIBIT A
PROFESSIONAL SERVICES

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

1. Contact. The principal contacts in connection with the Professional Services are as follows:

| Binti: | Licensee: |
|---|--|
| Name: Felicia Curcuru | Name: Marilyn Mann |
| Title: CEO | Title: HHS Director |
| Address: 1212 Broadway, Suite 200, Oakland, California 94612 | Address: 163 May Street, Bishop, CA 93514 |
| Phone: 844-424-6844 | Phone: (760) 873-3305 |
| Email: partnerships@binti.com | Email: mmann@inyocounty.us |

2. Services. Binti will use commercially reasonable efforts to provide the following Professional Services:

(a) Data Migration. Migrate Data into the Platform based on reasonably written instructions from Licensee within 12 weeks of receiving data with documentation from Licensee.

(b) Form Customizations. Customize up to 60 documents provided to Binti by Licensee for inclusion within the Platform within 12 weeks of Licensee providing the documents.

Any additional Professional Services to be performed by Binti will be mutually agreed upon by the Parties in writing and attached to this **Exhibit A** as successively numbered Schedule "A"s (e.g., Schedule A-1, Schedule A-2, etc.).

This **Exhibit A** is accepted and agreed upon as of the Effective Date set forth in the body of the Agreement.

BINTI, INC.

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT B

SUPPORT

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

1. **Support.** Binti will provide technical support to Licensee from 6AM-5PM Pacific Standard time Monday through Friday during the Term except for national holidays in the United States and June 19th. Support may be non-live and/or limited for up to four (4) days per year due to staff training. (“**Support**”). To request Support, Licensee must contact Binti via Live Chat within family.binti.com, via phone at 844-424-6844, or via email at help@binti.com. Support will return/answer all messages received outside of the aforementioned hours during the following business day.

(a) **Provision of Support.** Binti will provide Support to the following Licensee contact: **Jeannette Torres: jtorres@inyocounty.us**. Binti will not be responsible for addressing or resolving Events (defined below) that Binti reasonably determines are caused by Licensee’s systems or any misuse of the Platform.

(b) **Events.** “**Events**” are occurrences that impact the availability of the Platform, except for scheduled downtime, as determined by Binti in its reasonable discretion. Binti distinguishes among four classes of Events as follows:

- (i) **Critical Event:** A complete loss of the Platform’s functionality such that no user can use the Platform.
- (ii) **High Event:** The Platform’s functionality is materially impaired such that at least approximately 10% of users cannot use the Platform for its intended purpose. Users have major impact and minimal functionality is available.
- (iii) **Medium Event:** An event not meeting the criteria of Critical or High, has a workaround available, which does not negatively impact the User from using the Platform for its intended purpose. Such errors will be consistent and reproducible. Users would lose some level of functionality but are still able to utilize the system.
- (iv) **Low Event:** Any other problems or issues, without limitation, any general questions about the Platform or problems that do not rise to Critical, High, or Medium events. Most users would not notice or be impacted if not addressed.

(c) **Target Resolution Times.** Binti will use commercially reasonable efforts to meet the following target time frames for resolution of Events from the time Binti receives a Support request:

| <u>Event Level</u> | <u>Target Resolution Time</u> |
|-----------------------------|---|
| Critical | 4 hours or better |
| High | 24 hours or better |
| Medium Low | Binti will provide a response time of 3 business days; resolution will be determined based on an agreed action/remediation plan between the Parties in writing |

(d) **Scheduled Maintenance Downtime.** Binti will schedule maintenance between the hours of 10PM and 4AM Pacific Standard time. Binti will provide Licensee with reasonable advance written notice of scheduled downtime. Binti may access the Platform during the scheduled maintenance downtimes for maintenance purposes and to implement Updates, bug fixes and/or any other changes that Binti deems necessary or advisable. Outside of scheduled maintenance downtime, Binti maintains a 99.95% system uptime.

(e) **Resolution.** If Binti has not resolved an Event within the targeted time frame, then, upon Licensee’s written request, Binti and Licensee will discuss a resolution plan. From that point forward until the issue is resolved, Binti will notify Licensee’s designated contact of the status of resolution at least once daily.

2. **Training.** The Parties may agree in writing upon commercially reasonable training that Binti will provide to Licensee Authorized Users during the Term. This may include, by way of example only, a web-based tutorial about how to use the Platform. Training will not exceed a total of 25 hours during the Term.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Justine Kokx

SUBJECT: LSC Transportation Consultants, Inc. Contract Amendment 2

RECOMMENDED ACTION:

Request Board approve Amendment 2 to the contract with LSC Transportation Consultants, Inc., of Tahoe City, CA, in the amount of \$45,097 to update the 2023 Regional Transportation Plan, and \$69,510 to develop a Local Road Safety Plan, thereby increasing the amount of the contract to an amount not to exceed \$159,742, and to extend the end date of the contract to December 31, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Inyo County Local Transportation Commission (ICLTC) is requesting approval to amend the existing contract with LSC Transportation Consultants, Inc. (LSC) to 1) complete the 2nd (2023) Regional Transportation Plan (RTP), and 2) to develop a Local Road Safety Plan (LRSP).

RTP Update

RTP updates are intended to serve as a comprehensive planning tool directing the ICLTC's policies and actions, and to provide a framework for the development of a coordinated and balanced regional transportation system. The RTP uses, as a basis, those policies set forth in the Inyo County General Plan Circulation Element. The ICLTC is required to adopt and submit an updated RTP to the California Department of Transportation (Caltrans) every four years. In exchange for the LTC updating the RTP every four years, the County and City of Bishop are required to update their Housing Elements every eight years (instead of every five years).

LRSP Development

An LRSP provides a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local and rural roads. Preparing and LRSP facilitates the development of a local stakeholder group comprised of representatives of key partners concerned with highway and roadway safety in Inyo County, that will include at a minimum (but not limited to) Caltrans District 9, Inyo County Public Works, Inyo County Sheriff's Dept., California Highway Patrol, Los Angeles Dept. of Water and Power, City of Bishop Public Works, Tribal Governments, local fire depts., US Forest Service, Bureau of Land Management, and Death Valley National Park. In order to be eligible for Cycle 11 Highway Safety Improvement Program (HSIP) grants, an LRSP must be in place.

BACKGROUND/HISTORY OF BOARD ACTIONS:

LSC Transportation Consultants, Inc. has had prior experience in Inyo County. On April 10th, 2018, your Board approved a five-year contract with LSC Transportation Consultants, Inc. to complete the 2019 RTP and the 2023 update to the RTP. Your Board previously amended this contract on June 26th, 2018 to include preparation of the 2019 Active Transportation Plan (ATP) grant proposal that was subsequently won for the Lone Pine sidewalk ADA project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the amendment to the contract with LSC Transportation Consultants, Inc. This is not recommended, as LSC has worked extensively with Inyo County Public Works over the years, and has successfully produced state and federally required documents, as well as a grant proposal.

OTHER AGENCY INVOLVEMENT:

In addition to obtaining approval of the proposed contract by County Counsel, Risk Manager, Personnel, and Auditor, the RTP and LRSP will require coordination with Caltrans District 9, City of Bishop, 5 Tribal Governments in Inyo County, Los Angeles Dept. of Water and Power, Local and State law enforcement agencies, and Federal land agencies.

FINANCING:

The funding for this contract will be provided through the Transportation and Planning Trust Budget 504605, Professional Services object code 5265. The funds are included in the FY 2021-2022 Board Approved budget.

ATTACHMENTS:

1. LSC Transportation Consultants Amendment No. 2
2. LSC Transportation Consultants Contract
3. LSC Transportation Consultants Contract Amendment No. 1

APPROVALS:

| | |
|------------------|--------------------------------|
| Justine Kokx | Created/Initiated - 10/28/2021 |
| John Pinckney | Approved - 10/28/2021 |
| Breanne Nelums | Approved - 10/28/2021 |
| Michael Errante | Approved - 10/28/2021 |
| Darcy Ellis | Approved - 10/28/2021 |
| Marshall Rudolph | Approved - 11/2/2021 |
| John Vallejo | Approved - 11/2/2021 |
| Aaron Holmberg | Approved - 11/2/2021 |
| Amy Shepherd | Approved - 11/3/2021 |
| Michael Errante | Final Approval - 11/3/2021 |

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC TRANSPORTATION CONSULTANTS, INC.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and LSC Transportation Consultants, Inc. of Tahoe City, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated April 10, 2018, on County of Inyo Standard Contract No. 156, for the term from April 10, 2018 to April 30, 2023.

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

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

1. Section 2, **TERM**, the first sentence is revised as follows:

The term of this Agreement shall be from April 10, 2018 to December 31, 2023 unless sooner terminated as provided below.

2. Section 3, 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 \$159,742.00 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$ N/A Dollars (hereinafter referred to as “contract limit”).
3. Attachment A to the Contract shall be revised to include additional tasks required for the completion of the 2023 Regional Transportation Plan and the development of the Local Road Safety Plan, as described in Attachment A-1 to the Contract.

The effective date of this amendment to the Agreement is November 16, 2021.

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

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC TRANSPORTATION CONSULTANTS, INC.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT A1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC TRANSPORTATION CONSULTANTS, INC.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

TERM:

FROM: April 10, 2018 **TO:** December 31, 2023

SCOPE OF WORK:

The scope of work described in the original Contract, dated April 10, 2018, is revised to include additional tasks required for the completion of the 2023 Regional Transportation Plan and the development of a Local Road Safety Plan.

See Regional Transportation Plan and Local Road Safety Plan Work proposals from LSC Transportation Consultants, Inc.

2690 Lake Forest Road, Suite C
P.O. Box 5875
Tahoe City, CA 96145
530-583-4053 ▲ FAX: 530-583-5966
info@lscstahoe.com ▲ www.lscstrans.com



October 27, 2021

John Pickney
Inyo County Local Transportation Commission
P.O. Drawer Q
Independence, CA 93526

SUBJECT: Inyo 2023 Regional Transportation Plan Update Work Scope and Cost Estimate

Dear Mr. Pickney:

Below is a proposed Work Scope and Cost Estimate for the 2023 Update of the Inyo County Regional Transportation Plan (RTP) as per the April 2018 agreement with Inyo County. The Work Scope is similar to the one followed in 2018 and assumes a simple update of the RTP with no significant changes to the Policy Element and Action Element. The Work Scope also assumes that a Negative Declaration will be required as the environmental document. LSC will be happy to work with you to ensure that the RTP update work scope reflects the goals of Inyo County.

WORK SCOPE

As the Regional Transportation Planning Agency (RTPA) for the region, California law requires the Inyo County Local Transportation Commission (ICLTC) to adopt and submit an updated RTP to the California Transportation Commission (CTC) and to the California Department of Transportation (Caltrans) every four years. The main objective of a Regional Transportation Plan update is to develop a long-term plan for transportation facilities in Inyo County that is fiscally constrained, sustainable, and consistent with the goals and assumptions set forth in adopted and in-progress plans in the region. LSC will work closely with ICLTC, the public, and other stakeholders to address these issues by determining Inyo County's regional transportation needs and updating capital improvement project lists to address those needs. The RTP update will be conducted in conformance with the latest federal and state guidance.

TASK 1: Kick-off Meeting

Kick-off Meeting

As part of Task 1, the LSC Team will hold a "kick-off" meeting via Zoom with ICLTC staff, county representatives, City of Bishop staff, tribal representatives, and the Caltrans District 9 representative to refine the focus and schedule of the project, gather data, discuss relevant changes in existing conditions, review regional goals and policies, and discuss data forecasts and plan assumptions.

TASK 2: Existing and Future Conditions Analysis

Existing Conditions

The first step in the RTP process will be to conduct an analysis of existing conditions. As this is an update to previous RTPs and as Inyo County has not grown significantly in population, it is anticipated that changes to existing conditions will be minimal. Data such as population and traffic volumes will be updated with the most current information available. This section will also include a list of transportation capital improvement projects completed since the last RTP adoption. Recent plans and studies which have been updated since 2019, such as the Short Range Transit Plan for the Eastern Sierra Transit Authority (ESTA), will also be reviewed. Lastly, the Study Team will review applicable planning documents identified in the 2017 guidelines with which the RTP should be consistent such as Local Public Health Plans.

Future Conditions Analysis

As part of this task, the Study Team will project demographic and economic conditions over the 20-year planning period as a basis for the transportation needs assessment. This will include a review of local and state demographic forecasts. LSC will also prepare forecasts of traffic volumes and level of service, based on the following:

- Traffic trends over the last 10 and 20 years per Caltrans and Inyo County data
- Transportation Concept Reports

The existing and future conditions analysis will be combined with input from the public/stakeholder outreach (Task 3) effort to update the regional transportation needs and issues assessment for each transportation mode.

TASK 3: Public Participation/Stakeholder Consultation Process

Per the 2017 RTP Guidelines, a strong consultation and coordination process is a key element in the development of an effective RTP. The public participation process will comply with previously adopted ICLTC Public Involvement Procedures. We will make documented outreach efforts to the following:

On-line Questionnaire

In rural counties such as Inyo County, public workshops often garner minimal input. It is likely that more input can be attained by directly contacting agencies and groups with interest in regional transportation. For this reason, the RTP consultation and coordination process will be an important part of public input. The Study Team will develop a short questionnaire which can be made available on-line and in hard copy format. The questionnaire will ask respondents about their opinion on how to prioritize transportation needs in general categories (maintenance, new roadways, public transit, bicycle facilities, etc.), as well as ask for specific input. Respondents will also be asked to rank performance measures used to prioritize transportation capital improvement projects (safety, mobility, productivity, etc.).

Availability of the questionnaire will be noticed in Inyo Register. The following groups will be directly contacted and provided a link to the on-line questionnaire as well as a PDF file to be distributed in hard copy format:

- Tribal Governments (Bishop Paiute Tribe, Big Pine Paiute, Fort Independence, Lone Pine Paiute, Timbisha Shoshone)

- County and City Health and Human Services Departments

- Inyo County Office of Education
- Bicycle advocacy groups
- ESTA
- Private Shuttle Services
- Eastern Sierra Area Agency for the Aging
- Inyo Mono Association for the Handicapped
- Adventure Trails of the Eastern Sierra
- Private companies generating truck traffic (freight shippers)
- ICLTC Social Services Transportation Advisory Council (SSTAC)
- Chamber of Commerce
- Los Angeles Department of Water and Power

If it is deemed by the Study Team and ICLTC that insufficient input was received, LSC will work with county staff to advertise the questionnaire to a larger audience and extend the availability of the questionnaire.

Consultation

Per the 2017 RTP Guidelines, the Study Team will consult with the following agencies in the development of the RTP.

- After consulting the Caltrans Native American Liaison Branch, we will contact Tribal Governments that have sacred lands in Inyo County to request input on the RTP process. The Study Team will request and review any transportation related tribal plans and projects. LSC will continue to keep the tribal governments informed about various meetings and document availability throughout the RTP process.
- We will contact all adjacent county RTPAs to make them aware of the RTP update and request their input.
- We will consult with environmental resource agencies such as the US Forest Service, Bureau of Land Management, Los Angeles Department of Water and Power, Death Valley National Park, Lahonton Water Quality Control Board and California Department of Fish and Game. Regional Transportation Plans and projects will be compared with adopted resource agency plans, maps and other data. The Great Basin Unified Air Pollution Control District will also be included in the planning process and the RTP will be consistent with transportation conformity measures set forth in applicable State Implementation Plans.

Notification

Draft documents and public notices for input will be made available for posting on the ICLTC website.

Public Hearing

After completion of the Draft RTP and Negative Declaration, LSC will present the RTP at a regularly scheduled ICLTC meeting during a public hearing process. We will directly notify all stakeholders and persons who have expressed interest in the project of the public hearing.

All public participation/stakeholder input will be summarized in the RTP, and copies of correspondence will be included as an appendix.

The Policy Element describes the transportation issues in the region, identifies and quantifies regional needs expressed within both a short- and long-range framework, and maintains internal consistency with the financial element fund estimates. As this document is an update to the 2019 RTP and there has not been significant changes in the county over the intervening years, it is not anticipated that the policy element will not change significantly.

TASK 5: Action Element

The Action Element identifies plans to address the needs and issues for each transportation mode (roadways, goods movement, transit and non-motorized transportation), in accordance with the goals, objectives, and policies set forth in the policy element. The future conditions analysis and public/stakeholder input will be considered to develop prioritized short-term and long-term projects and programs consistent with the identified needs and policies. Top priority projects along with cost estimates, implementing agency, and performance measures will be displayed in tables in Microsoft Excel for easy reference and use by decision-makers. The action element also includes a discussion of the following required RTP elements:

- Transportation safety & security
- Preservation of existing and future infrastructure
- Compatibility with transportation and land use
- Potential environmental mitigation areas and activities
- Performance measures and evaluation criteria for prioritizing improvement projects based on the latest federal guidance
- Coordination with other planning processes such as the Interregional Transportation Strategic Plan (ITSP) and Transportation Concept Reports (TCRs).

Although as a rural county Inyo County is not required to develop Sustainable Community Strategies, a qualitative analysis of the potential impacts of RTP projects on greenhouse gas emissions will be conducted, a discussion as to how RTP projects and policies can help attain statewide GHG goals will be included and potential strategies to address climate change issues will be outlined. This analysis will enhance the quality of information available to decision makers and assist with future policymaking.

TASK 6: Financial Element

The Financial Element identifies the current and anticipated revenue sources and financing techniques available to fund the planned transportation investments described in the action element. The intent is to define realistic inflation adjusted financing constraints and opportunities. The focus of the financial element will be to work closely with ICLTC to develop conservative and realistic estimates of all transportation funding sources to formulate a 10-year fiscally constrained project list. A 20 year financially unconstrained projects will also be listed.

TASK 7: Draft RTP and Environmental Documentation

All elements described above will be compiled into an Administrative Draft Plan for review and comment by ICLTC staff. Electronic files in both Microsoft Word and Adobe PDF format will be delivered. Hard copies will be available upon request.

- Deliverable: Administrative Draft RTP

Next, LSC will incorporate all comments to prepare the Public Draft RTP. This document will include an Executive Summary and the California Transportation Commission (CTC) RTP checklist. Electronic files in both Microsoft Word and Adobe PDF format will be provided to ICLTC staff for review and distribution. Hard copies will be available upon request. The Public Draft RTP will be made available for posting on ICLTC's website. As indicated in Task 3, the Public Draft RTP will be presented at a regularly scheduled ICLTC meeting as a public hearing.

- Deliverable: Public Draft RTP CEQA Documentation

It is the understanding of LSC that, given the very limited scope of new capacity increasing projects to be included in the RTP as well as the programmatic nature of the document, adoption of the 2023 RTP will not require an Environmental Impact Report (EIR). As part of this task, LSC will complete the CEQA Initial Study checklist to confirm that the RTP will not result in any significant environmental impacts. LSC will then prepare a Negative Declaration, while the ICLTC will be responsible for publicly noticing the Negative Declaration. If it were determined after the initial study process that an EIR is necessary, preparation of this document would be outside the scope of this proposal. The Negative Declaration report will include the following:

- Project description
- Project location
- Identification of project proponent
- Proposed finding of less than significant impact
- Attached copy of the California Environmental Quality Act (CEQA) Initial Study Checklist justifying the finding.

A minimum public review period of 30 days is required for a Negative Declaration unless the State Clearinghouse grants a "shortened review period" of 20 days and approved by Caltrans staff. LSC will mail 15 copies of the Negative Declaration directly to the State Clearinghouse for environmental review, while another five copies and an electronic file will be sent to ICLTC. Additionally, we will make the Initial Study/Proposed Negative Declaration available for posting on ICLTC's website the duration of the public review period.

- Deliverable: Negative Declaration

LSC will present the Draft RTP and the Draft Negative Declaration to the ICLTC at a regularly scheduled meeting as part of a public hearing.

TASK 8: Prepare Final RTP and Negative Declaration

A Final RTP and Negative Declaration will be prepared incorporating public and Caltrans comments. Thirteen copies of each document will be provided, along with all electronic files on USB key in both native formats and Adobe PDF. We expect that this document can be adopted by the ICLTC without the need for a presentation by LSC. Within five days of adoption of the RTP, LSC will assist the ICLTC with filing a Notice of Determination for approval with the State Clearinghouse and arrange for posting by the County Clerk.

- Deliverable: Final RTP

SCHEDULE

A proposed schedule for the RTP update is displayed in Table 1.

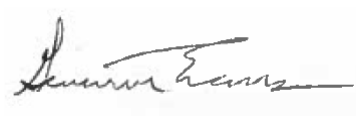
COST ESTIMATE

Estimated costs for the RTP update are displayed in Table 2. LSC proposes a total project cost of \$45,097. This includes one-site visit, presumably for the presentation of the Draft Plan at an ICLTC meeting.

LSC is happy to work with ICLTC to revise the work scope and cost estimate to meet the needs of the commission.

▲ ▲ ▲

Respectfully submitted,
LSC TRANSPORTATION CONSULTANTS, INC.



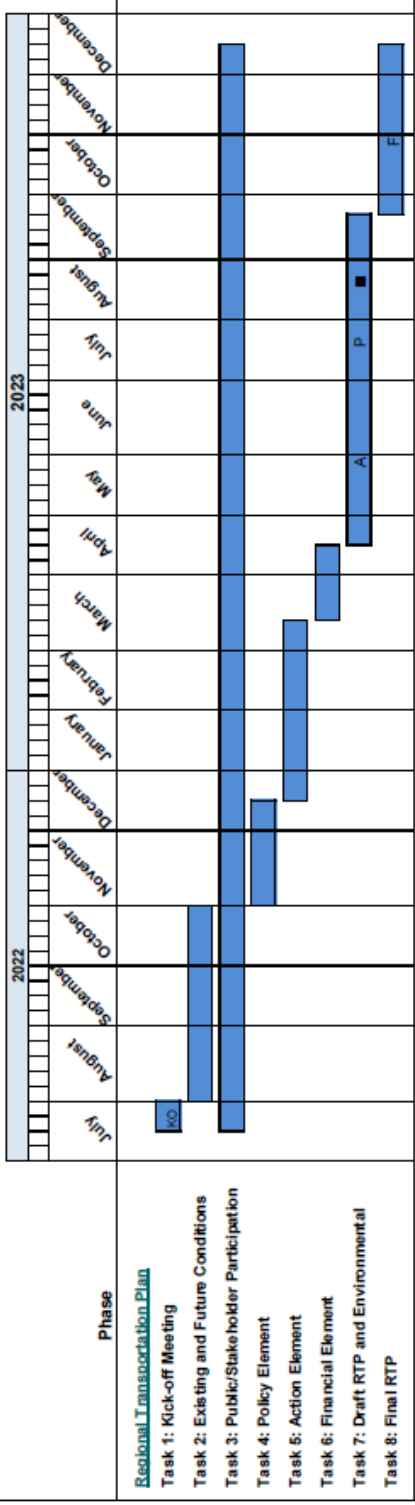
Genevieve Evans, AICP

LSC Transportation Consultants, Inc.

Enclosure: Tables 1 and 2

TABLE 1: Proposed Schedule

Inyo County 2023 Regional Transportation Plan



Note: KO = Kick-off A = Administrative Draft RTP, P = Public Draft and Environmental Document, F = Final RTP and Environmental Document
 Presentation = ■

Work Scope

Inyo County Local Roadway Safety Plan Study

Work Tasks

Task 1 – Study Management and Stakeholder Group

As part of this task LSC will manage the progress of the LRSP and provide billing and coordination documents to the Inyo County Local Transportation Commission (ICLTC).

We will develop a stakeholder group comprised of representatives of key groups concerned with highway/roadway safety in Inyo County. Invitations will be made to each of the following:

- Caltrans District 9
- Inyo County Public Works
- Inyo County Sheriff's Department
- California Highway Patrol
- City of Bishop Public Works
- City of Bishop Fire Department
- US Forest Service
- US Bureau of Land Management
- Death Valley National Park
- Bishop Paiute Tribe
- Los Angeles Department of Water and Power

This stakeholder group will help to provide input and data resources, will review interim and final study products, and will provide input with regards to safety strategies. It will meet a minimum of three times over the course of the study (either in person or virtually, as conditions permit). LSC will prepare agendas, conduct the meetings and provide minutes of the meetings.

Task 2 – Data Collection

LSC will collect available crash data for the last 10 available years, including SWITRS and TIMS data (at the collision level). In addition, we will contact the Inyo County Sheriff's Department, Bishop Police Department and California Highway Patrol to identify any available documented crash information not included in the statewide databases. This available data will be reviewed and, if found to be of sufficient quality, included in the analysis.

LSC will collect available daily traffic volume data for public roads throughout Inyo County, including data from Caltrans, Inyo County, City of Bishop, US Forest Service, National Park Service, US Bureau of Land Management and the Bishop Rancheria.

LSC will contact law enforcement agencies (City, County, CHP, USFS, BIA and the Bishop Indian Rancheria) to discuss traffic safety issues and the availability of data.

Task 3 – Data Analysis

Once the crash database has been developed and reviewed, LSC will conduct the following data analysis tasks:

- Locations of crashes will be mapped for the most recent 10-year period. This will include separate maps for fatalities, for crashes involving bicyclists and for crashes involving pedestrians. In addition to countywide maps, maps focusing on the City of Bishop will be prepared. Other focus-area maps will be prepared as necessary to define specific issues.
- Traffic count data will be summarized and analyzed to identify the average daily traffic and 10-year total vehicle-movements (for intersections) or vehicle-miles of travel (for roadway segments). This will be used to analyze
- The crash data inventory will be analyzed to summarize crashes by severity, by type, and by contributing factor.
- Crash rates will be calculated by roadway segment and intersection (as traffic count data allows), for those intersections and roadway segments with two or more recorded crashes over a 10-year period.
- The type of crash and injury severity will be assessed to identify those that are correctable through changes in the roadway design, as well as those that are related to excess speed or other factors.

We will identify crash patterns, crash trends, and primary contributing factors that most commonly recur in the crash data. These findings will be summarized using charts and graphs. In addition, as a basis for future Highway Safety Improvement Program (HSIP) funding, LSC will use the database established in Task 2 to identify trends, location characteristics, and contributing factors for the pertinent California Strategic Highway Safety Plan (SHSP) Challenge Areas. This work will be multimodal, documenting collisions and trends by mode as well as for the incorporated and unincorporated areas. We will conduct this work by considering descriptive statistics of the crash data as well as analyzing the crash data spatially. While LRSP guidelines require only a minimum of a 5-year data analysis, we will use the 10-years of crash data to identify the broader trends in crashes and roadway safety.

We will identify high priority locations to provide clarity on what locations have the greatest opportunity for safety improvements, based upon the costs associated with the crash history. These locations will be

identified by mode (vehicle, pedestrian, bicyclist). A series of maps will identify these high priority locations.

We will document the work conducted in Tasks 2 and 3 in a memorandum. The memorandum will present the data analysis findings from the descriptive analysis, comparative analysis, and the spatial analysis. We will use visuals and graphics to support the text regarding the data analysis findings. The memorandum will also present the high-priority locations and risk factors associated with crashes. The content of the memorandum will serve as the basis from which the team will generate workshop materials for discussion with the Stakeholder Group in Task 4.

Task 4: Public Input and Workshops -- Establish Goals, Priorities and Potential Countermeasures

We propose to conduct a series of two workshops with the Stakeholder Group. We expect that these can be conducted virtually. Materials will be distributed in advance, and we will conduct the workshop so that all participants have a chance to fully engage. Each workshop would be up to two hours in duration.

The two workshops would be organized as follows:

Workshop #1 – Goals, Priorities and Data Review

The first workshop will review in greater detail the data analysis findings from Task 3 and will spur the Stakeholders Group's input regarding safety concerns. LSC will facilitate a discussion of goals and priorities for the LRSP. We will develop the proposed goals and priorities for discussion with the Stakeholder Group (based on the data analysis) and then update those based on the input received. We will also lead a discussion of the priorities regarding the locations of focus and the emphasis areas of types of crashes and conditions to address.

Workshop #2 – Countermeasures Workshop

This workshop will focus on discussing the draft engineering countermeasures to address the priority locations, as well as comprehensive programmatic countermeasures. The pros and cons of various approaches will be discussed, and the input received from the Stakeholder Group will be used to refine the individual countermeasures as well as their prioritization.

As an outcome of each of the workshops, we will prepare a summary memorandum regarding input received on the following:

- Goals and Priorities
- Prioritized Engineering Countermeasures
- Input on Comprehensive Countermeasures
 - Identify promising education, enforcement, emergency services strategies

- Document likely partners for promising comprehensive measures

- Document next steps in follow-on effort to further develop and implement the comprehensive measures with its agency partners

The content of the summary memorandum would be integrated into the LRSP in Task 8.

Public Input Survey

We propose to conduct an online survey (in both English and Spanish) asking residents for their input on specific safety problems. This survey will provide a map which respondents can use to drop a pin at a specific location provide a comment about their issue and suggested improvement. It will also ask questions regarding residential location, perception of safety conditions and issues, experience with near misses that are of concern but which may not have shown up in crash data, and demographic information (age, ethnicity, gender). LSC will advertise the availability of this survey through ads in the Inyo Register, announcements through local service organizations, as well as local Facebook ads.

Task 5: Develop Safety Projects

LSC will work with the County and City staffs to finalize the prioritized countermeasures, based on the input received in Task 4 from the Stakeholder Group. In finalizing the list and priorities, we will consider the local jurisdiction's ability to deploy and implement the countermeasures to arrive at a final set of countermeasures that are implementable and effective at improving roadway safety.

We will identify locations where the countermeasures are appropriate and effective. We will work with the City and County staffs to identify up to three competitive HSIP grant applications that include high priority locations for safety improvements and also potentially include systemic countermeasures that would benefit multiple locations.

In finalizing the work under this task, we will prepare a final project listing capturing the locations and projects in the HSIP applications and/or others the local jurisdictions are confident in advancing. Other projects will be noted in the final LRSP but not included in the final project list.

Based on the crash analysis and professional standards, LSC will identify risk factors that are correlated to the most frequent occurrences of injury/fatal collisions. We will also identify safety areas and locations on which to focus for the greatest potential safety benefits. We will consider the following comprehensive strategies:

- **Emerging technologies** that have the potential to enhance roadway safety, such as automated enforcement, dynamic engineering treatments (e.g., operational under specific weather conditions), and ways to leverage social media for education programs.
- **Education strategies** that include programs and strategies that can be used to address road user behavior across multiple age groups forums. For example, these can include messaging that can be incorporated into Safe Routes to School Programs, community-based programs, and

community campaigns (e.g., messaging on social media, posted on buses, and distributed through other channels such as existing newsletters).

- **Enforcement strategies** will focus on best practices for improving roadway and community safety. As research has found that most enforcement strategies have limited long-term impacts for changing road user behavior, the most effective enforcement strategies tend to be those that can be done transparently and consistently. An example is education or outreach campaigns as part of enforcement in school zones during school hours.
- The **emergency services strategies** will focus on strategies and partnerships that could help reduce response times and sharing of real-time information to improve overall coordination.
- **Engineering strategies** will be organized in a toolbox type of form that describes the treatment, shows an image or photo of each treatment, the context in which it is applicable, the mode or road users that the treatment would benefit and/or impact, the specific type of crashes and/or priority areas it helps to address, a planning-level cost estimate, the expected degree of crash reduction (if known), and if it has typically been eligible for HSIP funding.

We will document the work in Task 5 in a memorandum. The memorandum will present the safety areas, high-priority locations or high-injury network, risk factors associated with crashes, and the draft multidisciplinary strategies and countermeasures. The content of the memorandum will serve as the basis from which the team will generate workshop materials for discussion with the Stakeholder Group in Task 6.

Task 6: Final Local Road Safety Plan

We will prepare the final LRSP and supporting materials using the findings and information from the work in Tasks 2 through 7. The final set of deliverables will consist of the following:

- Local Road Safety Plan – Meeting the ICLTC’s needs and requirements for Caltrans’ grant funding.
- Executive Summary – Stand-alone document that can be used share key elements of LRSP with local decision-makers and/or broader community.
- PowerPoint Presentation – Targeted towards sharing LRSP key elements with local decision-makers and/or broader community. This could potentially be hosted on the ICLTC website.

The LRSP will include a discussion of the crash characteristics, data gathering, data analysis, countermeasures prioritization, and proposed projects. The report will also document the individuals who participated in the development of the LRSP.

We will tailor the LRSP to a format that is most useful for the ICLTC, City and County to monitor and implement the recommendations. For each of the final deliverables, we will provide a draft version for the ICLTC’s review and comment and a final version incorporating edits to respond to the ICLTC’s comments. LSC will be available to make a presentation of the final report in Bishop, if desired.

ATTACHMENT B1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC TRANSPORTATION CONSULTANTS, INC.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

TERM:

FROM: April 10, 2018 **TO:** December 31, 2023

SCHEDULE OF FEES:

Regional Transportation Plan Update: See Table 2: Cost Analysis

Local Road Safety Plan Development: See Cost Estimate

TABLE 2: Cost Analysis

Inyo County 2023 Regional Transportation Plan Update

| | <u>Personnel and Hourly Rates</u> | | | | | Total Hours | Total Cost |
|--|---------------------------------------|------------------------------------|---------------------------|--------------------------------|---------------------|----------------|-----------------|
| | Principal-In Charge <i>Shaw</i> | Project Manager <i>Evans</i> | Planner <i>Marnesh</i> | Graphics Support | Clerical Support | | |
| Rate | \$78.43 | \$57.04 | \$37.43 | \$28.52 | \$24.96 | | |
| Administrative Overhead | \$121.57 | \$88.41 | \$58.02 | \$44.21 | \$38.68 | | |
| Profit | \$20.00 | \$14.55 | \$9.55 | \$7.27 | \$6.36 | | |
| Total Cost Per Hour | \$220.00 | \$160.00 | \$105.00 | \$80.00 | \$70.00 | | |
| <u>Regional Transportation Plan</u> | | | | | | | |
| Task 1: Kick-off Meeting | 1 | 8 | 2 | 0 | 0 | 11 | \$1,710 |
| Task 2: Existing and Future Conditions | 0 | 5 | 35 | 20 | 10 | 70 | \$6,775 |
| Task 3: Public/Stakeholder Participation | 1 | 20 | 30 | 0 | 15 | 66 | \$7,620 |
| Task 4: Policy Element | 2 | 5 | 0 | 0 | 0 | 7 | \$1,240 |
| Task 5: Action Element | 2 | 50 | 10 | 8 | 0 | 70 | \$10,130 |
| Task 6: Financial Element | 0 | 20 | 0 | 0 | 0 | 20 | \$3,200 |
| Task 7: Draft RTP and Environmental | 4 | 40 | 0 | 8 | 12 | 64 | \$8,760 |
| Task 8: Final RTP | 4 | 20 | 0 | 8 | 8 | 40 | \$5,280 |
| Subtotal Hours | 14 | 168 | 77 | 44 | 45 | 348 | |
| Subtotal Personnel Cost | \$3,080 | \$26,880 | \$8,085 | \$3,520 | \$3,150 | | \$44,715 |
| | | | | <u>LSC Additional Expenses</u> | | | |
| | | | | Travel | | | \$232 |
| | | | | Printing/Copying | | | \$50 |
| | | | | Phone/Postage/Delivery | | | \$100 |
| | | | | Subtotal: Other Expenses | | | \$382 |
| | | | | Total Study Costs | | | \$45,097 |



Cost Estimate

LSC's cost estimate for the full scope of work listed above is \$69,510 as shown in the table below. LSC is happy to work with ICLTC staff to divide the work tasks in an effort to reduce Consultant costs.

| <i>Inyo County Local Road Safety Plan Study</i> | | | | | | | |
|---|----------------------------|-------------------|----------|---------|---------------------|---|-----------------|
| Cost Estimate | Personnel and Hourly Rates | | | | | Total Hours | Costs |
| | Total Rate | Project Principal | Engineer | Planner | Graphics Technician | | |
| | \$210.00 | \$115.00 | \$105.00 | \$80.00 | \$65.00 | | |
| 1 Study Management and Stakeholder Group | 12 | 16 | 8 | 0 | 0 | 36 | \$5,200 |
| 2 Data Collection | 8 | 32 | 8 | 0 | 0 | 48 | \$6,200 |
| 3 Data Analysis | 24 | 120 | 4 | 60 | 12 | 220 | \$24,840 |
| 4 Public Input and Workshops | 20 | 24 | 16 | 0 | 0 | 60 | \$8,640 |
| 5 Develop Safety Projects | 24 | 40 | 8 | 24 | 12 | 108 | \$13,180 |
| 6 Final Local Road Safety Plan | 20 | 2 | 16 | 16 | 24 | 78 | \$8,950 |
| Total Hours | 108 | 234 | 60 | 100 | 48 | 550 | \$67,010 |
| | | | | | | Other Costs -- Travel, Printing, Translation, Advertising | \$2,500 |
| TOTAL COSTS | | | | | | | \$69,510 |

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 10th day of April 2018 an order was duly made and entered as follows:

*Public Works – LSC
Transportation
Consultants Contract*

Transportation Planner Courtney Smith presented a request for approval of a contract with a firm to complete two updates to the County's Regional Transportation Plan, and provide other transportation planning services such as preparing grant applications on behalf of the County and City of Bishop. He said the firm was selected through the Request for Proposals process, and submitted the highest-ranked of two proposals received. Smith noted a clerical error in the contract originally submitted for consideration, which had the start date at March 27. He said the document has been revised to reflect the true start date of April 10, so there was no need for the Board to ratify the contract. Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve the contract between the County of Inyo and LSC Transportation Consultants, Inc. for the provision of transportation planning services, in an amount not to exceed \$45,135 for the period of April 10, 2018 through April 30, 2023 and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Pucci absent.

WITNESS my hand and the seal of said Board this 10th
Day of April, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

| |
|--|
| Routing |
| |
| CC Purchasing Personnel Auditor CAO Other: Public Works DATE: April 19, 2018 |



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|--|
| For Clerk's Use Only: AGENDA NUMBER 14 |
|--|

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 10, 2018

SUBJECT: Consideration of a contract with LSC Transportation Consultants, Inc. to 1) complete two updates of the Regional Transportation Plan and 2) for other transportation planning services as needed over a five year period.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the Contract between the County of Inyo and LSC Transportation Consultants, Inc., for the provisions of transportation planning services, in an amount not to exceed \$45,135, for the period of March 27, 2018 through April 30, 2023 and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County Local Transportation Commission (ICLTC) is requesting that Inyo County enter into a contract with LSC Transportation Consultants to 1) complete two update the Regional Transportation Plan (RTP) that are four years apart and 2) for other transportation planning services such as completing Active Transportation Program grant applications on behalf of both the County and the City of Bishop. The initial fund amount is only for the 2019 Update of the RTP. Contract amendments will be brought back to the Board for approval for other tasks.

A Request for Proposals for the two updates of the RTP and other transportation planning tasks was mailed out to interested parties, posted on the County website, and published in the Inyo Register. There were only two proposals submitted to complete this project. A project selection committee consisting of County, City of Bishop, and Caltrans District 9 staff reviewed, rated, and ranked the two proposals. The committee unanimously recommended LSC. LSC has had prior experience in Inyo County and completed the 2015 update to the RTP. In addition, LSC had completed a successful Active Transportation Program grant application for the City of Bishop Spruce Yaney Hanby Sidewalk project.

RTP Update(s)

RTP Updates are intended to serve as a comprehensive planning tool directing the ICLTC's policies and actions, and providing a framework for the development of a coordinated and balanced regional transportation system. The RTP uses, as a base, those policies set forth in the Inyo County General Plan Circulation Element. The ICLTC is required to adopt and submit an updated RTP to the California Department of Transportation (Caltrans) every four years. In exchange for the LTC updating the RTP every four years, the County and City of Bishop are required to update their Housing Elements every eight years (instead of every five years). The consultant will be tasked with completing two updates to the RTP. The first update will be completed by April 2019 and the second update will be completed by 2023.

General Transportation Planning Services

This task is not included in the initial contract. As requested, the consultant may provide transportation planning services to assist with general administration and operation of the ICLTC. Possible future tasks could include the completion of grant applications on behalf of the County / City for programs such as the Active Transportation Program and the Highway Safety Improvement Program.

ALTERNATIVES:

The Board could choose not to approve the contract with LSC Transportation Consultants, in which case, the Public Works Department would have to re-advertise a Request for Proposals for qualified consultants to perform the transportation planning services. This is not advised because the preparation of the RTP and Active Transportation Program grant applications would be delayed and additional work would be required for both County staff and consulting firms.

OTHER AGENCY INVOLVEMENT:

County Counsel, Auditor, and Risk Manager have reviewed and approved the proposed contract. The RTP is geared to comply with requirements set forth by Caltrans. The RTP will require coordination with the City of Bishop and the five Tribal Governments in Inyo County.

FINANCING:

The funding for this contract will be provided through the non-general fund Transportation and Planning Trust Budget 504605 and funding for the RTP Update is proved for in the Board approved FY 2017-2018 budget.

| <u>APPROVALS</u> | |
|-------------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: <u>yes</u> Date <u>3/20/18</u></div> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: <u>yes</u> Date <u>3/20/2018</u></div> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: _____ Date _____</div> |

DEPARTMENT HEAD SIGNATURE:  Date: 3/29/18
 (Not to be signed until all approvals are received)

AGREEMENT BETWEEN COUNTY OF INYO
AND LSC Transportation Consultants, Inc.
FOR THE PROVISION OF transportation planning **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the transportation planning services of LSC Transportation Consultants, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from April 10, 2018 to April 30, 2023 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From N/A through N/A
- B. From N/A through N/A

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

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

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Director of Public Works. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 45,135 (initial term) \$N/A (option 1) and \$N/A (option 2) for a total of \$ N/A 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. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the Monday of the week including the first day of the month to the last Sunday of the month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

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

facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Consultant shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:
Public Works Department
168 N. Edwards St., PO Drawer Q Address
Independence, CA 93526 City and State

Consultant:
LSC Transportation Consultants, Inc. Name
2690 Lake Forest Road, Suite C Address
Tahoe City, CA 96145 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 LSC Transportation Consultants, Inc.
FOR THE PROVISION OF Transportation Planning **SERVICES**

10th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF April, 2018.

COUNTY OF INYO

CONSULTANT

By: 
Signature
DAN TOTHEROM
Print or Type Name

By: _____
Signature

Print or Type Name

Dated: 4-10-18

Dated: _____

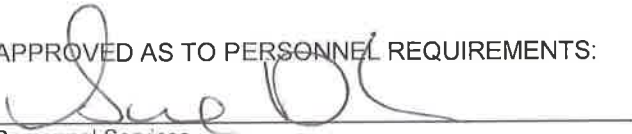
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND LSC Transportation Consultants, Inc.**
FOR THE PROVISION OF Transportation Planning SERVICES

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

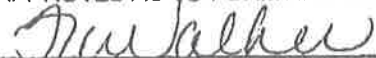
Print or Type Name

By: 
Signature
GORDON R. SHAW
Print or Type Name

Dated: _____

Dated: 3/30/18

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



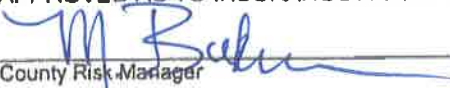
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS



County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND LSC Transportation Consultants, Inc.

FOR THE PROVISION OF Transportation Planning **SERVICES**

TERM:

FROM: April 10, 2018 **TO:** April 30, 2023

SCOPE OF WORK:

See the attached Section 6 - Work Scope and Section 7 - Work Schedule

The LSC Team will work closely with Inyo County staff and will conduct all study efforts efficiently, in a timely manner and with careful consideration of federal, state and local requirements. Final products will be consistent with adopted City and County planning documents. Each invoice will be accompanied by a monthly progress report. We have found through experience in previous transit and transportation planning studies that this manner of approaching the proposed Work Program provides for a cost-effective use of resources as well as allowing the client staff to keep well apprised of our progress. The next section presents a detailed outline of our proposed Work Program.

WORK SCOPE

Under this proposal, the Study Team will work closely with local staff to complete the tasks necessary to complete the RTP to the satisfaction of the ICLTC. Our work scope will consist of the following tasks.

Regional Transportation Plan Update

Project Understanding

As the Regional Transportation Planning Agency (RTPA) for the region, California law requires the Inyo County Local Transportation Commission (ICLTC) to adopt and submit an updated RTP to the California Transportation Commission (CTC) and to the California Department of Transportation (Caltrans) every five years. The main objective of a Regional Transportation Plan update is to develop a long-term plan for transportation facilities in Inyo County that is fiscally constrained, sustainable, and consistent with the goals and assumptions set forth in adopted and in-progress plans in the region. LSC has found that the study process is also a good opportunity to create a comprehensive transportation strategy for a region, based on discussions with community leaders and the public.

As illustrated in this proposal, LSC will work closely with ICLTC, the public, and other stakeholders to address these issues by determining Inyo County's regional transportation needs and updating capital improvement project lists to address those needs. The RTP update will be conducted in conformance with the latest edition of the RTP guidelines and will be in compliance with Fixing Americas Surface Transportation (FAST) Act, Environmental Justice and Title VI considerations.

TASK 1: Kick-off Meeting

Kick-Off Meeting

As part of Task 1, the LSC Team will travel to Bishop to hold a “kick-off” meeting with ICLTC staff, county representatives, City of Bishop staff, tribal representatives, and the Caltrans District 9 representative to refine the focus and schedule of the project, gather data, discuss relevant changes in existing conditions, review regional goals and policies, and discuss data forecasts and plan assumptions. The Study Team will use this trip to Inyo County as an opportunity to do a site visit of potential Active Transportation Program project locations.

TASK 2: Existing and Future Conditions Analysis

Existing Conditions

The first step in the RTP process will be to conduct an analysis of existing conditions. As this is an update to previous RTPs and as Inyo County has not grown significantly in population, it is anticipated that changes to existing conditions will be minimal. Data such as population and traffic volumes will be updated with the most current information available. This section will also include a list of transportation capital improvement projects completed since the last RTP adoption. Recent plans and studies which have been updated since 2015, such as the recent Short Range Transit Plan for the Eastern Sierra Transit Authority (ESTA), will also be reviewed. Lastly, the Study Team will review applicable planning documents identified in the 2017 guidelines with which the RTP should be consistent such as Local Public Health Plans.

Future Conditions Analysis

As part of this task, the Study Team will project demographic and economic conditions over the 20-year planning period as a basis for the transportation needs assessment. This will include a review of local and state demographic forecasts. LSC will also prepare forecasts of traffic volumes and level of service, based on the following:

- Traffic trends over the last 10 and 20 years per Caltrans and Inyo County data
- Transportation Concept Reports

The existing and future conditions analysis will be combined with input from the public/stakeholder outreach (Task 3) effort to update the regional transportation needs and issues assessment for each transportation mode.

TASK 3: Public Participation/Stakeholder Consultation Process

Per the 2017 RTP Guidelines, a strong consultation and coordination process is a key element in the development of an effective RTP. The public participation process will comply with

previously adopted ICLTC Public Involvement Procedures. We will make documented outreach efforts to the following:

On-line Questionnaire

In rural counties such as Inyo County, public workshops often garner minimal input. It is likely that more input can be attained by directly contacting agencies and groups with interest in regional transportation. For this reason the RTP consultation and coordination process will be an important part of public input. The Study Team will develop a short questionnaire which can be made available on-line and in hard copy format. The questionnaire will ask respondents about their opinion on how to prioritize transportation needs in general categories (maintenance, new roadways, public transit, bicycle facilities, etc.), as well as ask for specific input. Respondents will also be asked to rank performance measures used to prioritize transportation capital improvement projects (safety, mobility, productivity, etc.). The questionnaire could also be used to solicit input on potential Active Transportation Program (ATP) projects for the City of Bishop and County of Inyo. The Study Team will work closely with City and County staff to develop a list of potential ATP projects and ask respondents to rank the list in order of priority.

Availability of the questionnaire will be noticed in Inyo Register. The following groups will be directly contacted and provided a link to the on-line questionnaire as well as a PDF file to be distributed in hard copy format:

- Tribal Governments (Bishop Paiute Tribe, Big Pine Paiute, Fort Independence, Lone Pine Paiute, Timbisha Shoshone)
- County and City Health and Human Services Departments
- Inyo County Office of Education
- Bicycle advocacy groups
- ESTA
- Private Shuttle Services
- Eastern Sierra Area Agency for the Aging
- Inyo Mono Association for the Handicapped
- Adventure Trails of the Eastern Sierra
- Private companies generating truck traffic (freight shippers)
- ICLTC Social Services Transportation Advisory Council (SSTAC)
- Chamber of Commerce

If it is deemed by the Study Team and ICLTC that insufficient input was received, LSC will work with county staff to advertise the questionnaire to a larger audience and extend the availability of the questionnaire.

Consultation

Per the 2017 RTP Guidelines, the Study Team will consult with the following agencies in the development of the RTP.

- After consulting the Caltrans Native American Liaison Branch, we will contact Tribal Governments that have sacred lands in Inyo County to request input on the RTP process. The Study Team will request and review any transportation related tribal plans and projects. LSC will continue to keep the tribal governments informed about various meetings and document availability throughout the RTP process.
- We will contact all adjacent county RTPAs to make them aware of the RTP update and request their input.
- We will consult with environmental resource agencies such as the US Forest Service, Bureau of Land Management, Los Angeles Department of Water and Power, Death Valley National Park, Lahonton Water Quality Control Board and California Department of Fish and Game. Regional Transportation Plans and projects will be compared with adopted resource agency plans, maps and other data. The Great Basin Unified Air Pollution Control District will also be included in the planning process and the RTP will be consistent with transportation conformity measures set forth in applicable State Implementation Plans.

Notification

- Draft documents and public notices for input will be made available for posting on the ICLTC website.

Public Hearing

After completion of the Draft RTP and Negative Declaration, LSC will present the RTP at a regularly scheduled ICLTC meeting during a public hearing process. We will directly notify all stakeholders and persons who have expressed interest in the project of the public hearing.

All public participation/stakeholder input will be summarized in the RTP and copies of correspondence will be included as an appendix.

TASK 4: Policy Element

The Policy Element describes the transportation issues in the region, identifies and quantifies regional needs expressed within both a short- and long-range framework, and maintains internal consistency with the financial element fund estimates. As this document is an update to the 2015 RTP and there has not been significant changes in the county over the intervening years, it is not anticipated that the policy element will not change significantly.

TASK 5: Action Element

The Action Element identifies plans to address the needs and issues for each transportation mode (roadways, goods movement, transit and non-motorized transportation), in accordance with the goals, objectives, and policies set forth in the policy element. The future conditions analysis and public/stakeholder input will be considered to develop prioritized short-term and long-term projects and programs consistent with the identified needs and policies. Top priority projects along with cost estimates, implementing agency, and performance measures will be displayed in tables in Microsoft Excel for easy reference and use by decision-makers. The action element also includes a discussion of the following required RTP elements:

- Transportation safety & security
- Preservation of existing and future infrastructure
- Compatibility with transportation and land use
- Potential environmental mitigation areas and activities
- Performance measures and evaluation criteria for prioritizing improvement projects based on the latest federal guidance
- Coordination with other planning processes such as the Interregional Transportation Strategic Plan (ITSP) and Transportation Concept Reports (TCRs).

Although as a rural county Inyo County is not required to develop Sustainable Community Strategies, a qualitative analysis of the potential impacts of RTP projects on greenhouse gas emissions will be conducted, a discussion as to how RTP projects and policies can help attain statewide GHG goals will be included and potential strategies to address climate change issues will be outlined. This analysis will enhance the quality of information available to decision makers and assist with future policymaking.

TASK 6: Financial Element

The Financial Element identifies the current and anticipated revenue sources and financing techniques available to fund the planned transportation investments described in the action element. The intent is to define realistic inflation adjusted financing constraints and opportunities. The focus of the financial element will be to work closely with ICLTC to develop conservative and realistic estimates of all transportation funding sources to formulate a 10-year fiscally constrained project list. A 20 year financially unconstrained projects will also be listed.

TASK 7: Draft RTP and Environmental Documentation

All elements described above will be compiled into an Administrative Draft Plan for review and comment by ICLTC staff. Two hard copies and electronic files in both Microsoft Word and Adobe PDF format will be delivered.

Deliverable**Administrative Draft RTP**

Next, LSC will incorporate all comments to prepare the Public Draft RTP. This document will include an Executive Summary and the California Transportation Commission (CTC) RTP checklist. Thirteen hard copies and electronic files in both Microsoft Word and Adobe PDF format will be provided to ICLTC staff for review and distribution. The Public Draft RTP will be made available for posting on ICLTC's website. As indicated in Task 3, the Public Draft RTP will be presented at a regularly scheduled ICLTC meeting as a public hearing.

Deliverable**Public Draft RTP****CEQA Documentation**

It is the understanding of LSC that, given the very limited scope of new capacity increasing projects to be included in the RTP as well as the programmatic nature of the document, adoption of the 2019 RTP will not require an Environmental Impact Report (EIR). As part of this task, LSC will complete the CEQA Initial Study checklist to confirm that the RTP will not result in any significant environmental impacts. LSC will then prepare a Negative Declaration, while the ICLTC will be responsible for publicly noticing the Negative Declaration. If it were determined after the initial study process that an EIR is necessary, preparation of this document would be outside the scope of this proposal. The Negative Declaration report will include the following:

- Project description
- Project location
- Identification of project proponent
- Proposed finding of less than significant impact
- Attached copy of the California Environmental Quality Act (CEQA) Initial Study Checklist justifying the finding. The checklist will include the consideration of the environmental impact on Greenhouse Gas Emissions as suggested in the RTP Guidelines.

A minimum public review period of 30 days is required for a Negative Declaration unless the State Clearinghouse grants a "shortened review period" of 20 days and approved by Caltrans staff. LSC will mail 15 copies of the Negative Declaration directly to the State Clearinghouse for environmental review, while another five copies and an electronic file will be sent to ICLTC. Additionally, we will make the Initial Study/Proposed Negative Declaration available for posting on ICLTC's website the duration of the public review period.

| | |
|-------------|-----------------------------|
| Deliverable | Negative Declaration |
|-------------|-----------------------------|

LSC will present the Draft RTP and the Draft Negative Declaration to the ICLTC at a regularly scheduled meeting as part of a public hearing.

TASK 8: Prepare Final RTP and Negative Declaration

A Final RTP and Negative Declaration will be prepared incorporating public and Caltrans comments. Thirteen copies of each document will be provided, along with all electronic files on USB key in both native formats and Adobe PDF. We expect that this document can be adopted by the ICLTC without the need for a presentation by LSC. Within five days of adoption of the RTP, LSC will assist the ICLTC with filing a Notice of Determination for approval with the State Clearinghouse and arrange for posting by the County Clerk.

| | |
|-------------|------------------|
| Deliverable | Final RTP |
|-------------|------------------|

2019 Active Transportation Program Grant Applications

LSC will assist the County of Inyo and City of Bishop with two to three Active Transportation Program Grant applications for the 2019 grant cycle. At the RTP kick-off meeting, the Study Team will discuss potential ATP projects with County and City staff. As part of the kick-off meeting trip to Inyo County, LSC will conduct a brief site visit of potential ATP project locations. After the call for projects has been released in the Spring of 2018, the Study Team will hold a conference call with City and County staff to discuss details of the projects and data required. Next, the Study Team will estimate staff hours required for completion of the applications for approval by ICLTC. Costs will be based on the standard billing rates identified below. It is assumed for this work scope, that City and County staff will be primarily responsible for construction cost estimates and any survey or data collection required. LSC will be primarily responsible for answering the narrative questions and organization and compilation of the application. Applications will be submit by the deadline identified in the Final ATP Guidelines or by June 8, 2018 (if requested by ICLTC).

General Transportation Planning Services

As part of this task, the Project Team will be available to assist ICLTC with general transportation planning services, upon request. Representative projects could be Project Initiation Documents, Project Study Reports and various grant applications including but not limited to Active Transportation Program, Safe Routes to Schools and Highway Safety Improvement Program. If approved by the County, the contract would also include a second

update of the RTP. Work Scope of the 2022-2023 RTP update would be similar to the work scope described in this proposal.

The total cost of each transportation planning service request will be dependent upon the number of hours required. Standard billing rates are listed in the Price Proposal Section.

PROJECT SCHEDULE

We are prepared to begin this study immediately upon approval and the signing of a contract. A draft schedule is presented in Table 2, which accounts for 30-day environmental review periods for the Negative Declarations. Public input is scheduled for early in the process so that input can be gathered for both the ATP grant and RTP processes. Depending on when the Final ATP applications are released, this schedule could be shifted to slightly later in the year.

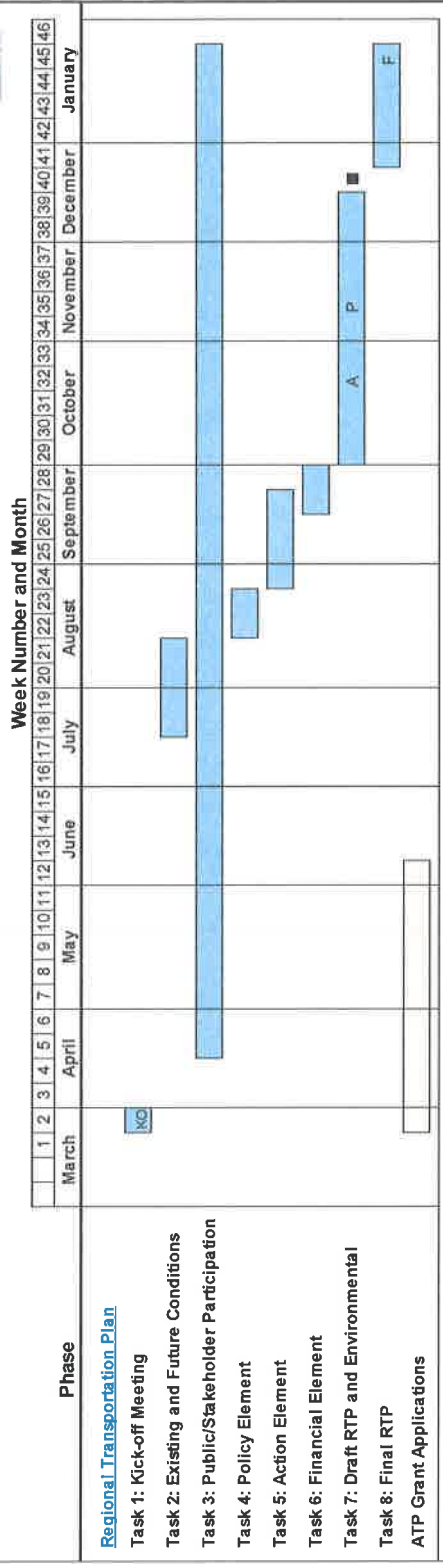
- Kick-off meeting – Mid March 2018
- Completion of ATP Grant Applications – June 8, 2018 or by deadline identified in Final ATP guidelines
- On line Questionnaire Available– Late April/Early May
- Completion Administrative Draft RTP – Late October
- Completion of Draft RTP and Initial Study/Proposed Negative Declaration – Mid November
- Presentation of Draft RTP and Environmental Document– Mid December 2018
- Completion of Final RTP and Environmental Document– Mid January 2019

While this schedule requires that several tasks be conducted simultaneously, we believe that it provides adequate time to conduct all tasks, and environmental and public input processes. This schedule assumes that County and ICLTC staff can provide data and review interim draft documents in a timely manner. LSC is able to adjust this schedule as necessary to better meet the needs of the ICLTC.



TABLE 2: Proposed Schedule

Inyo County 2019 Regional Transportation Plan



Note: KO = Kick-off, A = Administrative Draft RTP, P = Public Draft and Environmental Document, F = Final RTP and Environmental Document
 Presentation = ■

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND LSC Transportation Consultants, Inc.

FOR THE PROVISION OF Transportation Planning **SERVICES**

TERM:

FROM: April 10, 2018 **TO:** April 30, 2023

SCHEDULE OF FEES:

See the attached Section 3 - Project Costs

Section 3 Project Costs

Labor requirements and detailed cost estimates have been developed for the study Work Plan. We have estimated the total cost of the scope of work for the Inyo County Regional Transportation Plan to be \$45,135, as shown in Table 1. Of this total \$44,185 will be required for staff hours while \$950 will be required for travel and other indirect expenses.

TABLE 1: Cost Analysis

Inyo County 2019 Regional Transportation Plan Update

| | Personnel and Hourly Rates | | | | | Total Hours | Total Cost |
|---|---------------------------------------|------------------------------------|------------------------|--------------------------------|---------------------|----------------|-----------------------------------|
| | Principal-In Charge <i>Shaw</i> | Project Manager <i>Evans</i> | Planner <i>Fink</i> | Graphics Support | Clerical Support | | |
| | Rate | | | | | | |
| | \$71.30 | \$44.56 | \$37.43 | \$24.96 | \$23.17 | | |
| Administrative Overhead | \$110.52 | \$69.07 | \$58.02 | \$38.68 | \$35.92 | | |
| Profit | \$18.18 | \$11.36 | \$9.55 | \$6.36 | \$5.91 | | |
| Total Cost Per Hour | \$200.00 | \$125.00 | \$105.00 | \$70.00 | \$65.00 | | |
| Regional Transportation Plan | | | | | | | |
| Task 1: Kick-off Meeting | 8 | 15 | 8 | 0 | 0 | 31 | \$4,315 |
| Task 2: Existing and Future Conditions | 5 | 20 | 20 | 20 | 10 | 75 | \$7,650 |
| Task 3: Public/Stakeholder Participation | 4 | 30 | 15 | 0 | 15 | 64 | \$7,100 |
| Task 4: Policy Element | 2 | 4 | 0 | 0 | 0 | 6 | \$900 |
| Task 5: Action Element | 10 | 40 | 18 | 8 | 0 | 76 | \$9,450 |
| Task 6: Financial Element | 4 | 20 | 0 | 0 | 0 | 24 | \$3,300 |
| Task 7: Draft RTP and Environmental | 10 | 30 | 0 | 8 | 12 | 60 | \$7,090 |
| Task 8: Final RTP | 4 | 20 | 0 | 8 | 8 | 40 | \$4,380 |
| Subtotal Hours | 47 | 179 | 61 | 44 | 45 | 376 | |
| Subtotal Personnel Cost | \$9,400 | \$22,375 | \$6,405 | \$3,080 | \$2,925 | | \$44,185 |
| | | | | <u>LSC Additional Expenses</u> | | | |
| | | | | | | | Travel \$800 |
| | | | | | | | Printing/Copying \$50 |
| | | | | | | | Phone/Postage/Delivery \$100 |
| | | | | | | | Subtotal: Other Expenses \$950 |
| | | | | | | | Total Study Costs \$45,135 |





LSC Transportation Consultants, Inc.

2690 Lake Forest Road, Suite C
 Post Office Box 5875
 Tahoe City, California 96145
 Phone: (530) 583-4053 • Fax 583-5966
 Website: www.LSCtrans.com
 Email: info@lsc Tahoe.com

TAHOE STANDARD BILLING RATES

| LABOR | RATE |
|---------------------------------|-------------|
| Principals | \$200/hour |
| Associates | \$150/hour |
| Senior Engineers | \$125/hour |
| Senior Planners | \$125/hour |
| Engineers | \$105/hour |
| Planners | \$105/hour |
| Senior CAD Operators | \$70/hour |
| Graphic Technicians | \$70/hour |
| Administrative Assistants | \$65/hour |
| Traffic Count Technicians | \$40/hour |

SPECIALIZED EQUIPMENT

| | |
|---|--------------------|
| Computer and Specialized Software | \$15/hour |
| Turning-Movement Traffic Keyboard | \$3/hour |
| Automatic Traffic Counter | \$25/day |
| Auto | \$0.57/mile |
| Photocopies | \$0.10/copy |
| Color Copies | \$0.15/copy |
| Plots | \$5.00/D-size plot |

OUTSIDE CONSULTANTS, SUB-CONTRACTORS AND CONTRACT LABOR

Billed at our cost + 10 percent.

OTHER DIRECT PROJECT EXPENSES such as Airfare, Lodging, Meals, Car Rental, Telephone, Postage, Parking Fees, Printing, Graphics, Delivery Charges, etc., are billed at our cost.

Effective January 1, 2018

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND LSC Transportation Consultants, Inc.

FOR THE PROVISION OF Transportation Planning **SERVICES**

TERM:

FROM: April 10, 2018 **TO:** April 30, 2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Not Applicable

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND LSC Transportation Consultants, Inc.
FOR THE PROVISION OF Transportation Planning **SERVICES**

TERM:

FROM: April 10, 2018 **TO:** April 30, 2023

SEE ATTACHED INSURANCE PROVISIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2018

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

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

| | | | |
|---|--------------------------------------|--|--------|
| PRODUCER Key Insurance Group, LLC 6355 Ward Road, Suite 208 Arvada, CO 80004 License #: 250474 | CONTACT NAME: Mike Fitzgerald | FAX (A/C, No): (303)431-7812 | |
| | PHONE (A/C, No, Ext): (303)431-1888 | E-MAIL ADDRESS: Mike@mykeyinsurance.com | |
| INSURED LSC TRANSPORTATION CONSULTANTS, INC. 2690 LAKE FOREST ROAD, SUITE C Tahoe City, CA 96145 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: | American Casualty Company | |
| | INSURER B: | National Fire Insurance Company | |
| | INSURER C: | Contential Insurance Company | |
| | INSURER D: | Continental Casualty Company | |
| | INSURER E: | Continental Casualty Ins. Co | |
| | INSURER F: | | |

COVERAGES CERTIFICATE NUMBER: 00000000-1217768 REVISION NUMBER: 176

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

| INSR LTR | TYPE OF INSURANCE | ADDL. INSD. | SUBR. WVD. | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------|------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary & Non-Cont. <small>(GENL AGGREGATE LIMIT APPLIES PER POLICY)</small> <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER | Y | Y | 2097381503 | 06/18/2017 | 06/18/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 2097381419 | 06/18/2017 | 06/18/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTIONS: 0 | Y | Y | 2097381307 | 06/18/2017 | 06/18/2018 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 2099451109 | 06/18/2017 | 06/18/2018 | PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Professional E & O | Y | Y | MCH276153961 | 06/18/2017 | 06/18/2018 | 2,000,000 |

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

Inyo County, its officers, officials, employees, and volunteers are an additional insured with respect to liability arising out of work, or operations performed by or on behalf of the insured including materials, parts or equipment furnished in connection with such work or operations, and this insurance is primary and non-contributory per endorsement G-17957-G99 attached. A waiver of subrogation per endorsement CG-2404-0509 is attached. A waiver of subrogation for worker compensation per endorsement G-19160-B is attached.

RE: Inyo County RTP Update & Transportation Planning 2018 LSC #187180

| | |
|--|--|
| CERTIFICATE HOLDER Inyo County Public Works Attn: Courtney Smith, Transportation Planner PO Box Q 168 Edwards Stroot Independence, CA 93526 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Mike Fitzgerald</i> (MJF) |

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definition of "insured contract" under **DEFINITIONS (Section V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:

- a. The period of time required by the written contract or written agreement; or
- b. 5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,

whichever is less.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

- C. As respects the coverage provided under this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

- a. An additional insured under this endorsement will as soon as practicable:
 - (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
 - (2) Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
 - (3) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

- (4) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

- f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

Policy #299451109

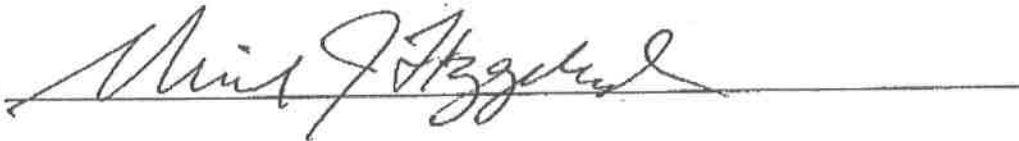
LSC Transportation Consultants, Inc.

Inyo County Public Works

PO Box Q

Independence, CA 93526

Countersigned by:



In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26th day of June 2018 an order was duly made and entered as follows:

*Public Works –
ATP Projects/LSC
Transportation
Amendment 1*

Transportation Planner Courtney Smith presented a list of road projects from which to identify two that might best qualify for two highly competitive State grants. Supervisor Tillemans asked whether any of the potential projects are located in the Fourth District and Smith said none are proposed at this time because the application scoring metrics favor projects that reduce carbon emissions, so staff identified roads that receive more pedestrian and bicycle traffic. Supervisor Tillemans said District 4 roads will not see that kind of traffic if the infrastructure is not built. Moved by Supervisor Pucci and seconded by Supervisor Griffiths to: A) direct staff to submit two grant applications on the top two ranked Active Transportation Program projects; B) approve Contract Amendment No. 1 between the County of Inyo and LSC Transportation Consultants for the provision of transportation planning services, by increasing the contract amount by \$19,145 for a total contract amount not to exceed \$64,280 to complete two grant applications on behalf of the County of Inyo and one grant application on behalf of the City of Bishop; C) authorize the Chairperson to sign the amendment; and D) authorize the Public Works Director to implement the two proposed County grant projects. Motion carried 4-1 with Supervisor Tillemans opposed.

WITNESS my hand and the seal of said Board this 26th
Day of June, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

A handwritten signature in black ink, appearing to read "Kevin D. Carunchio".

By: _____

| |
|--|
| <i>Routing</i> |
| |
| CC Purchasing Personnel Auditor CAO Other: Public Works DATE: July 6, 2018 |



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- Consent Departmental Correspondence Action Public Hearing
- Schedule time for _____ Closed Session Informational

| |
|-----------------------|
| For Clerk's Use Only: |
| AGENDA NUMBER |
| 27 |

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Request Board 1) select projects to submit for competitive Active Transportation Program grants in response to a Call for Projects and 2) approve Contract Amendment #1 between the County of Inyo and LSC Transportation Consultants, for the provisions of transportation planning services by increasing the contract amount by \$19,145 in a total contract amount not to exceed \$64,280; and authorize the Chairperson to sign.

DEPARTMENTAL RECOMMENDATIONS:

1. Prioritize Active Transportation Program (ATP) projects and direct staff to submit two grant application(s) on the top two ranked projects;
2. Approve Contract Amendment #1 between the County of Inyo and LSC Transportation Consultants, for the provisions of transportation planning services by increasing the contract amount by \$19,145 in a total contract amount not to exceed \$64,280 to complete two grant applications on behalf of the County of Inyo and one grant application on behalf of the City of Bishop;
3. Authorize the Chair to sign;
4. Authorize the Public Works Director to implement the two proposed County grant projects.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Staff recommends that the County submit 1) a project that combines the Barlow Lane sidewalk & bicycle lanes project with the reconstruction of the S. Barlow Lane bicycle lane and 2) a Lone Pine downtown sidewalk reconstruction project.

The California Transportation Commission released a call for ATP projects May 16, 2018. The applications are required to be postmarked by July 31, 2018. The projects will compete statewide for funds under the Active Transportation Program.

The Cycle 4 Call for Projects is expected to include about \$440 million in ATP funding made up of Federal funding and State SB1 and SHA funding. The funding/programming years are expected to include 2019/2020, 2020/2021, 2021/2022 and 2022/2023 funding years.

Program Purpose and Goals

Pursuant to statute, the purpose of the program is to encourage increased use of active modes of transportation, such as biking and walking. The goals of the Active Transportation Program are to:

- Increase the proportion of trips accomplished by biking and walking.
- Increase the safety and mobility of active transportation users.

- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals as established pursuant to Senate Bill 375 (Chapter 728, Statutes of 2008) and Senate Bill 391 (Chapter 585, Statutes of 2009).
- Enhance public health, including reduction of childhood obesity through the use of programs including, but not limited to, projects eligible for Safe Routes to School Program funding.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Scoring Evaluation by Project Type

The scoring rubrics are established for three different types of infrastructure projects based on total cost. These are: 1) small (\$0.25 million to 1.5 million), 2) medium (1.5 million to \$7 million), and 3) large (over \$7 million) scale projects. There are accompanying small, medium, and large applications for each type of project. These three types of applications will be scored as shown in the table below.

| Infrastructure Project Topic | Small | Medium | Large |
|---|------------|------------|------------|
| Disadvantaged Communities (DAC) Benefit. Scores scaled in relation to severity of and the benefits provided to the DAC by the project | 10 | 10 | 10 |
| Need. Potential for increased walking & bicycling routes to and from schools, transit facilities, employment & community centers; and including increasing and improving connectivity of active transportation users. | 40 | 35 | 30 |
| Safety. Potential for reducing the number and/or rate or the risk of active transport fatalities & injuries; including identity of safety hazards. | 25 | 25 | 20 |
| Public Participation. Project applicants must clearly articulate how the local participation process result in the identification & prioritization of the project. | 10 | 10 | 10 |
| Scope / Implementation. Evidence that the application, scope, and plans are consistent with one another. | 15 | 10 | 10 |
| Context Sensitive & Innovative | | 5 | 5 |
| Transformative Projects | | | 5 |
| Cost Effectiveness. A project's cost effectiveness is considered to be the relative costs of the project in comparison to the project's benefits. | | | 5 |
| Leveraging of non-ATP funds on the proposed ATP project scope (excluding in-kind contributions) | 2 | 5 | 5 |
| Corps (0 or -5) | 0 | 0 | 0 |
| Past Performance (0 to -10) | 0 | 0 | 0 |
| Total | 100 | 100 | 100 |

The table on the next page shows a priority order for ATP projects that are included in Table 11 of the 2015 Inyo County Active Transportation Plan. An agency that is submitting multiple applications is supposed to rank the applications. The suggested priority for the two proposed applications is 1) Barlow Lane Combined Improvements and 2) Lone Pine sidewalk project. This would presumably be to break a tie since this is not included in the scoring criteria.

| Proposed Inyo County ATP Project Priority List | | |
|--|---|---|
| Rank | Project Name, Location, & Cost | Discussion |
| 1A | Barlow Lane sidewalk and bicycle lanes, between West Line Street and North Sierra Highway, preliminary estimated cost of \$2,395,000. | The proposed project is on a County road right of way across the Bishop Reservation. Bishop Tribe staff has indicated that the Tribal Council supports this project. A letter of support for the project is essential. The bicycle lane would link bike lanes North and South of the Reservation on Barlow Lane with bicycling facilities on W. Line Street and North Sierra Highway. The Bishop Reservation is considered a Disadvantaged community. |

| | | |
|--------|---|--|
| 1B | Reconstruction of S. Barlow Lane bicycle lane, preliminary estimated cost of \$390,000. | Currently, bicyclists avoid using this stand-alone Class I bicycle facility due to large transverse cracks. |
| 2 | Lone Pine downtown sidewalk reconstruction, see map of proposed project in downtown Lone Pine, preliminary estimated cost of \$2,785,000. | Project combines construction of sidewalks in downtown Lone Pine on County roads within a certain distance of US 395 with bringing up existing sidewalks to ADA standards. Lone Pine is considered a Disadvantaged community. |
| 3 | Horseshoe Meadows Road | Construct bicycle lanes on Horseshoe Meadows Road between Whitney Portal Road and Sunset Drive. This would provide a continuous bicycle lane between Lone Pine and the Alabama Hills subdivision. Both areas are considered a Disadvantaged community based on zip code. |
| 4 | Schober Lane Bicycle Lanes (1.1 miles between Barlow Lane and Sunland Lane) | Links future bicycle facility on Sunland with bicycle facility on South Barlow. This would be a good project and would be a helpful link between bicycle facilities. However, the project is not in a Disadvantaged community and matching funds would need to be identified. |
| 5 | Old Spanish Trail Highway (0.72 miles from Tecopa Hot Springs Road to Downey Road) | The Tecopa area is considered a Disadvantaged Community. The project links an existing bicycle lane at Tecopa Hot Springs on Tecopa Hot Springs Road with Tecopa and Tecopa Heights. |
| 6 | SR 190 between Furnace Creek and Cow Creek Residential area | Requires approval by Caltrans District 9 and Death Valley National Park (DVNP). DVNP staff supports project but was unable to enlist Caltrans support. |
| 7 | Red Hill Road | Links bicycle facility on Ed Powers Road with bicycle facility on State Route 168. This would be a key project to help bicyclists west of Bishop, however the commute link is not strong. Potentially expensive earthwork required. County has tried twice to gain funding for this project and failed both times. |
| Other? | | |

LSC Transportation Consultants Contract Amendment No. 1

On April 10th of this year, your Board approved a five-year contract with LSC Transportation Consultants to: 1) complete two updates to the Regional Transportation Plan (RTP), and 2) for other transportation planning services, such as completing Active Transportation Program grant applications on behalf of both the County and the City of Bishop. The initial fund amount was only for the 2019 Update of the RTP. Contract amendments will be brought back to the Board for approval for other tasks.

LSC Transportation Consultants has provided a scope of work to complete three Active Transportation Program grant applications on behalf of the Inyo County Local transportation Commission (two projects for the County and one for the City of Bishop).

ALTERNATIVES:

- 1) Your Board could alter the list of projects and/or identify new projects to be submitted. Public Works Department staff has developed the Preliminary Engineer’s Estimate of Probable Cost for the proposed two projects. Selecting additional projects would require further staff time.
- 2) Your Board could continue the discussion to a future meeting and give staff specific direction to provide additional information.

OTHER AGENCY INVOLVEMENT:

- 1. California Transportation Commission has the discretion to select and to fund ATP projects.
- 2. Bishop Tribe – the Barlow Lane project crosses the Bishop Reservation.

FINANCING:

The Inyo County Local Transportation Commission Overall Work Program funds the time to complete this staff report and the grant applications. Funds for a contractor to complete the ATP grant applications are included in the FY 2017-2018 County budget, under Budget Unit 504605 (Transportation Trust) and Object Code 5265 (Professional Services). No other budget related actions are required. If funding is programmed for a new project(s), the funding for it will be incorporated in the FY 2018-2019 budget.

APPROVALS

| | | | |
|--------------------|---|----------------------|-----------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) | Approved: <u>yes</u> | Date <u>6/13/18</u> |
| AUDITOR/CONTROLLER | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) | Approved: <u>yes</u> | Date <u>6/13/2018</u> |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) | Approved: _____ | Date _____ |

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Ats Q Date: 6/13/18

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Consultants, Inc.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and LSC Transportation Consultants, Inc. of Tahoe City, California (hereinafter referred to as “Contractor”), have entered into an Agreement for the provision of transportation planning services dated April 10, 2018, on County of Inyo Standard Contract No. 156, for the term from April 10, 2018 to April 30, 2023.

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. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Sixty-four thousand two hundred and eighty dollars and no cents (\$64,280.00) (hereinafter referred to as “contract limit”).

2. Attachment A to the contract, *Scope of Work*, shall be revised to include the additional tasks (See Attachment A to Amendment No. 1) required to assist in the development of three Active Transportation Program Plan grant applications (two for the County of Inyo and one for the City of Bishop).

The effective date of this amendment to the Agreement is June 26, 2018.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Consultants, Inc.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**


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

COUNTY OF INYO

By: 

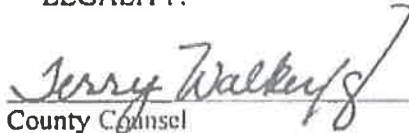
Dated: C-26-18

CONTRACTOR


By: 

Dated: 6/14/18

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 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Consultants, Inc.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2018.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**ATTACHMENT A TO AMENDMENT No. 1
SCOPE OF WORK**



**TRANSPORTATION PLANNING AND
TRAFFIC ENGINEERING CONSULTANTS**

2690 Lake Forest Road, Suite C
Post Office Box 5875
Tahoe City, California 96145
(530) 583-4053 FAX: (530) 583-5966
info@lsctahoe.com • www.lsctrans.com

Courtney Smith
Transportation Planner
Inyo County Local Transportation Commission
P.O. Drawer Q
Independence, CA 93526

Dear Mr. Smith

LSC Transportation Consultants Inc. proposes to assist the Inyo County Local Transportation Commission with the preparation of three Cycle 4 Active Transportation Program (ATP) grant applications for the County of Inyo and the City of Bishop. The grant application process will be a collaborative effort between the Consultant Team, ICLTC, Inyo County and the City of Bishop. The following sets forth a potential division of duties between all entities, work scope for LSC, and estimated costs for LSC's tasks. We would be happy to work with the ICLTC to adjust the work scope as necessary.

ATP Application Part A

The Consultant Team will work with ICLTC, City of Bishop and Inyo County to complete the following sections of Part A of the applications:

- Applicant information
- General project information
- Project type
- Project details

City and County staff will be primarily responsible for the following sections of Part A. LSC will be available to answer questions regarding how these sections should be completed:

- Project schedule
- Project funding
- Screening criteria

It is estimated that this will take roughly 10 hours of Planner time or **\$1,250** to complete all three applications.

ATP Application Part B

Narrative Questions

Part B includes the narrative section of the applications. With data supplied by the ICLTC and the City of Bishop, the Consultant Team will draft the narrative text and assist with the provision of documentation materials. As such, LSC assumes that ICLTC and the City of Bishop will provide the following:

- ◆ Updated project descriptions
- ◆ Engineers cost estimates
- ◆ Project programming requests
- ◆ Engineers checklists
- ◆ Available traffic counts on affected roadways
- ◆ Any additional accident and safety data (fatalities and injuries) which is not available through SWITRS
- ◆ Create accident location maps for each project site
- ◆ Any speed surveys on affected roadways which may be beneficial to the application

The Study Team will be responsible for the remainder of Part B including:

- ◆ Answering the narrative questions in Part B
- ◆ Contacting the California Conservation Corp
- ◆ Acquiring letters of support

It is estimated that LSC's portion of Part B for three grant applications will take roughly 6 hours of Principal time and 100 hours of Planner time for a total cost of **\$12,900**.

Site Visit

In an effort to more completely understand the need for the project, the Consultant Team will conduct an on-site visit of each of the three project locations. As part of these on-site visits, LSC will:

- Tour each project site
- Take photos
- Discuss project details in person with City/County staff

It is estimated that the site visit will take one full day of Planner time plus 4 hours for preparation or **\$2,000** and **\$320** in travel costs.

Bicycle and Pedestrian Counts

Part B Question 2 of the ATP application requires that the number of users be determined for the entire project limits. It is the understanding of the Consultant that bicycle and pedestrian counts have not been conducted for the three project areas. ATP guidelines do not specify the manner in which counts should be conducted but the applicant must clearly explain the methodology used in determining the number of users for the project area. It is assumed that ICLTC will conduct counts for each project application.

Maps

This work scope assumes that the City/County/ICLTC will be responsible for any mapping activities associated with preparation of the applications. This includes a project location map, accident location map and project plans.

Compiling Application Material

The Consultant Team will be responsible for gathering all application materials from the City/County and submitting electronic and hard copies of the applications to Caltrans. The compilation and submittal process will take 15 hours of Planner time for a cost of **\$1,875**.

Schedule

The Consultant Team will prepare Part A and the narrative text portion of Part B in Microsoft Word format with supporting attachments in Adobe Acrobat format to ICLTC and the City of Bishop for review by July 27th. If requested, the Consultant will make any necessary changes to the narrative text resulting from the review of the Draft ATP applications. Final ATP applications will be submit to Caltrans by July 31st.

Total Cost Estimate

Total cost estimates for preparing three grant applications is \$19,145. LSC is willing to adjust the work scope as necessary to fit the needs of ICLTC. LSC Tahoe Standard Billing Rates for 2018 are attached for reference.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Ashley Helms

SUBJECT: Award Purchase Order to LN Curtis for firefighter PPE

RECOMMENDED ACTION:

Request Board authorize a purchase order in an amount not to exceed \$41,181, payable to LN Curtis of Walnut Creek, CA for firefighter personal protective equipment.

SUMMARY/JUSTIFICATION:

Public Works advertised for bids for Firefighting Ancillary Equipment on September 18, 2021. The bid items included hand tools, a medical kit, turnouts and self-contained breathing apparatuses (SCBA). The solicitation was broken up into five bid packages in an effort to increase competition - like items were grouped together, allowing vendors to bid only on the items they supply. The bid opening was held on October 5, 2021. One company submitted a bid for three of the five bid packages.

Bid Package 1 - Hand Tools: \$3,783.17

Bid Package 4 - Turnouts (four pair): \$14,635.17

Bid Package 5 - SCBA (four units): \$26,545.29

Another potential bidder declined to bid due to the Federal Buy America certifications required because of funding through the FAA. Public Works is recommending purchasing the firefighter turnouts and SCBA's from LN Curtis. The hand tools and other items can be purchased separately.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award this purchase order, or to award only one of the recommended bid packages. This is not recommended, as this equipment is required for the airport staff to safely fulfill the new ARFF duties.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

Costs associated with this purchase order will be paid from the Bishop Airport Operating budget (150100), Object Code 5112 (Personal & Safety Equipment) for \$14,635.17 and Object Code 5650 (Equipment) for \$26,545.29. The FAA grant that funded the Aircraft Rescue and Firefighting vehicle will reimburse \$21,932 of these expenses.

ATTACHMENTS:

1. LN Curtis Bid Package
2. Buy America Cert
3. Turnout Details
4. SCBA Details

APPROVALS:

| | |
|-----------------|-------------------------------|
| Ashley Helms | Created/Initiated - 11/9/2021 |
| Darcy Ellis | Approved - 11/10/2021 |
| Ashley Helms | Approved - 11/10/2021 |
| Grace Chuchla | Approved - 11/10/2021 |
| Breanne Nelums | Approved - 11/10/2021 |
| Amy Shepherd | Approved - 11/10/2021 |
| Michael Errante | Final Approval - 11/10/2021 |

REQUEST FOR PROPOSALS



AIRPORT RESCUE AND FIRE FIGHTING ANCILLARY EQUIPMENT FOR THE BISHOP AIRPORT

**A COUNTY OF INYO AVIATION FACILITY
BISHOP, CALIFORNIA**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP GRANT NO. #3-06-0024-023-2020**

Inyo County Public Works Department

**ARFF ANCILLARY EQUIPMENT
FOR THE
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP GRANT NO. #3-06-0024-023-2020**

Sections:

NOTICE INVITING BIDS

TECHNICAL SPECIFICATIONS

BID PROPOSAL FORMS

REQUIRED FEDERAL PROVISIONS

SAMPLE PURCHASE ORDER AGREEMENT

**COUNTY OF INYO
PUBLIC WORKS DEPARTMENT
NOTICE INVITING BIDS
FAA AIP GRANT NO. #3-06-0024-023-2020**

The Inyo County Public Works Department is requesting bids for:

**AIRPORT RESCUE AND FIRE FIGHTING (ARFF)
ANCILLARY EQUIPMENT
FOR THE BISHOP AIRPORT**

703 Airport Road, Bishop, California 93514

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Sample PO Agreement and Technical Specifications may be obtained from the Inyo County website at:
<https://www.inyocounty.us/services/county-administration/bid-request-rfp>.

Only registered plan holders will receive any addenda to the bid packages. If a bidder does not acknowledge any and all addenda in the bid, the bid proposal may be rejected.

Bids must be delivered in a sealed envelope clearly marked thereon with the bidder's name and address, the word BID, and the title:

ARFF ANCILLARY EQUIPMENT FOR THE BISHOP AIRPORT

To be considered, **bids must be received by the Assistant Clerk of the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on September 30, 2020** after said time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted. **If office closures due to Covid-19 are still in effect on the bid opening date, bids will be read aloud over a conference line, bidders may request call-in information.**

Bid Description:

This Notice includes various tools and equipment for the Bishop Airport ARFF truck, such as hand tools, a medical kit, personal protective equipment and Self-Contained Breathing Apparatus'. Bidders are not required to bid on all bid packages, however they are required to bid on all items in each bid package submitted, including bid additives. Purchase order award(s), if awarded, for each bid package shall be made by the County to the lowest, qualified bidder whose proposal conforms to the cited requirements of the County for each individual bid package.

The equipment purchase is included in Airport Improvement Program Grant No. 3-06-0024-023-2020 which is being undertaken by the County of Inyo in accordance with the terms and conditions of a financial grant agreement between the County and the United States, under the Airport and Airway Safety and Capacity Expansion Act of 1987.

Inyo County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Inyo County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this

ARFF ANCILLARY EQUIPMENT

FOR THE BISHOP AIRPORT
Notice Inviting Bids
Page NIB-1

contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The bidder has full responsibility to monitor compliance to the referenced statute or regulation. The bidder must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

The Bidder is advised of the Federal Contract Provisions, included in this bid solicitation, and incorporated by reference into the purchase order agreement. The Bidder shall comply with all such requirements.

Inyo County reserves the right at any stage of these proceedings to reject any or all bids or to waive any immaterial defect in any bid if it is deemed to be in the best interest of the County.

County of Inyo
Public Works Department



Ashley Helms, Deputy Director - Airports

Dated: September 2020

ARFF ANCILLARY EQUIPMENT

BID PROPOSAL FORMS

To: COUNTY OF INYO
Public Works Department
(Herein called the "Owner")

From: L. N. Curtis & sons
Nathan Belcher
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598

(Herein called the "Bidder")

**FOR: ARFF ANCILLARY EQUIPMENT
FOR THE
BISHOP AIRPORT**

Bids will be opened at 3:30 P.M., on September 30, 2021 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526. To submit a bid by USPS, please use the address: PO Drawer N, Independence, CA 93526.

These bids include all costs for all equipment, materials, taxes, insurance, shipping, and other related functions to provide everything required by, and in accordance with, the bid documents.

In submitting the bid(s), it is understood that:

1. The notice inviting bids; these bid proposal forms; the purchase order; federal provisions; technical specifications; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
4. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
5. Quote on each item separately. Prices should be stated in units specified herein.
6. The bidder must guarantee that the equipment is new and of first quality and comply in all respects or is fully equal to standards called for in this request for proposals.
7. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. Delivery is required within 2 months of award unless otherwise stated under 'Deliver Time' on the Dealer Bid Sheets. A penalty of \$30/day will be assessed against the total bid price for orders that do not meet the dealer specified delivery time. Bidders are not required to bid on all bid packages, however they are required to bid on all items in each bid package submitted, including bid additives.

8. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
9. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
10. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
11. Quotations are subject to acceptance at any time within ninety (90) days after opening date, unless otherwise stipulated.
12. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
13. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.
14. The equipment will be inspected after deliver at the Bishop Airport upon delivery for compliance with specifications. Final acceptance will be conditioned upon the satisfaction of these requirements.
15. All equipment and materials which do not conform to the requirements of the Contract shall be considered as defective. Any defective equipment and materials, whether the result of poor workmanship, use of defective equipment and materials, damage through carelessness or any other cause, found to exist prior to acceptance of final payment, shall be removed immediately and replaced by equipment and materials which shall conform to the Specifications or shall be remedied otherwise in an acceptable manner authorized by Inyo County.

Technical Specifications

1.1 Description. This item shall consist of the requirements and standards that the proposed Aircraft Rescue and Fire Fighting (ARFF) Ancillary Equipment shall conform to all NFPA specifications and FAA Specifications referenced at the end of this specification, when applicable.

2.1 General Requirements/Equipment Standards.

- a. Fire fighter PPE and SCBA equipment shall conform to NFPA standards 1971 and 1981.
- b. Powered Rescue Tools must meet the requirements of NFPA 1936, 2005 Edition, Standard on Powered Rescue Tools.
- c. If the Bidder provides equipment that does not perform as intended because of incompatibility with the system, the Bidder assumes all costs to correct the system for to operate properly.
- d. Manufacturer's certifications shall not relieve the Bidder of their responsibility to provide materials in accordance with these specifications and acceptable to the sponsor. Materials supplied and/or installed that do not comply with these specifications shall be removed, and replaced with materials, which do comply with these specifications, at the sole cost of the Bidder.
- e. All materials and equipment used shall be submitted to the Sponsor for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data.
- f. The data submitted shall be sufficient to determine compliance with the specifications. The submittals shall be submitted in electronic PDF format, tabbed by specification section. The Sponsor reserves the right to reject any or all equipment, materials or procedures, which, in the Sponsor's opinion, does not meet the system design and the standards and codes, specified herein.
- g. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Sponsor.

3.1 Equipment and Materials. Equipment details and requirement for each separate bid package are included in each Bid Sheets in the following pages.

4.1 Method of Measurement. The quantity of individual equipment listed in the Bid Sheet for each ARFF Ancillary Equipment Bid Package, will be made on a per each basis and shall include all materials, equipment, tools, delivery of equipment to the Bishop Airport in Bishop, CA and incidentals necessary to complete this item to the satisfaction of the County.

5.1 Basis of Payment. Payment will be made at the Contract unit price per each for the equipment listed in the Bid Sheet for each ARFF Ancillary Equipment Bid Package. This price shall be full compensation for furnishing all materials and equipment and for delivery of all materials and equipment to the Bishop Airport in Bishop, CA, as well as all labor, equipment, tools and incidentals necessary to complete the item.

NFPA SPECIFICATIONS

ARFF ANCILLARY EQUIPMENT FOR THE BISHOP AIRPORT

Bid Package

Page 3

| Number | Title |
|-------------------------|--|
| NFPA 402 | <i>Guide for Aircraft Rescue and Fire-Fighting Operations</i> |
| NFPA 414 | <i>Standard for Aircraft Rescue and Fire-Fighting Vehicles</i> |
| NFPA 1404 | <i>Standard for Fire Service Respiratory Protection Training</i> |
| NFPA 1500 | <i>Standard on Fire Department Occupational Safety and Health Program</i> |
| NFPA 1581 | <i>Standard on Fire Department Infection Control Program</i> |
| NFPA 1851 | <i>Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting</i> |
| NFPA 1852 | <i>Standard on Selection, Care and Maintenance of Open-Circuit Self Contained Breathing Apparatus (SCBA)</i> |
| NFPA 1975 | <i>Standard on Station/Work Uniforms for Fire and Emergency Services</i> |
| NFPA 1982 | <i>Standard on Personal Alert Safety Systems (PASS)</i> |
| NFPA 1983 | <i>Standard on Life Safety Rope and Equipment for Emergency Services</i> |
| NFPA 1989, 2008 Edition | <i>Standard on Breathing Air Quality for Emergency Services Respiratory Protection</i> |
| NFPA 1999, 2008 Edition | <i>Standard on Protective Clothing for Emergency Medical Operations</i> |

FAA SPECIFICATIONS

| Number | Title |
|----------------|---|
| AC 150/5210-14 | Aircraft Rescue Fire Fighting Equipment, Tools and Clothing |

END OF TECHNICAL SPECIFICATIONS

REQUIRED ANCILLARY EQUIPMENT

| REQUIRED ANCILLARY EQUIPMENT. BID PACKAGE NO. 1 – FIREFIGHTING EQUIPMENT/HAND TOOLS | | | | | |
|---|---|-----------------|---------------------------------|------------------|--------------|
| | Equipment | Quantity | \$/Unit | Sales Tax | Total |
| ** All tool, equipment and PPE will meet standards found in this bid package and/or found in FAA Advisory Circular 150/5210-14B - Aircraft Rescue Fire Fighting Equipment, Tools and Clothing | | | | | |
| 1 | Axe, rescue, large, non-wedge type with serrated edge and 36- inch fiberglass handle; to include scabbard and pick head cover and mounting equipment | 1 | \$63.56 | | \$63.56 |
| 2 | Halligan Tool – 36 inch | 1 | \$238.51 | | \$238.51 |
| 3 | Plug, fuel line (tapered hardwood) | 3 | \$25.00 | | \$75.00 |
| 4 | Plug, fuel line (tapered neoprene) | 3 | \$25.00 | | \$75.00 |
| 5 | Portable rechargeable, LED weatherproof, intrinsically safe hand-held lanterns (flashlight) having a minimum 25,000 beam candle power rating with neck straps. Chargers to be mounted in cab wired into vehicle electrical system for charging. | 3 | \$189.00 | | \$567.00 |
| 6 | Pike pole, 8 foot with fiberglass handle and mounting | 1 | \$86.62 | | \$86.62 |
| 7 | Gate valve 2 ½” (NST) | 1 | \$310.00 | | \$310.00 |
| Shipping | | | | | See below |
| Total Price for Bid Package No. 1 <u>Base Bid</u> (in words) | | | Total Price (in numbers) | | |
| See below | | | | | |
| _____ | | | \$ | See below | |
| _____ | | | _____ | | |

| Additives 1.1 - 1.7 | | | | |
|--|--|---|---------------------------------|-----------|
| A1.1 | 2-1/2 in. Spanner wrenches w/bracket | 2 | \$104.88 | \$209.76 |
| A1.2 | Reducer, non-swivel – 2 1/2” to 1 1/2” (NST) | 2 | \$23.56 | \$47.12 |
| A1.3 | Double female couplings – 2 1/2 “ (NST) | 1 | \$37.24 | \$37.24 |
| A1.4 | Double Male couplings – 2 1/2” (NST) | 1 | \$27.36 | \$27.36 |
| A1.5 | 3" x 50' Synthetic hose, NST | 2 | \$279.00 | \$558.00 |
| A1.6 | 1 3/4" x 50' Synthetic, with 1 1/2" NST couplings | 2 | \$139.00 | \$278.00 |
| A1.7 | 1 1/2" hand line nozzle, with pistol grip and bail | 2 | \$605.00 | \$1210.00 |
| Shipping | | | | \$0.00 |
| Total Price for Bid Package No. 1 <u>Base Bid plus Additives</u> (in words) | | | Total Price (in numbers) | |
| Three thousand seven hundred eighty three dollars and seventeen cents | | | | |
| _____ | | | \$ 3783.17 | |
| _____ | | | _____ | |



This bid was received on Oct. 5, 2021
@ 3:28 p.m.
ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
 By [Signature] Assistant

| REQUIRED ANCILLARY EQUIPMENT. BID PACKAGE NO. 2 – FIREFIGHTING EQUIPMENT/POWERED | | | | |
|---|--|-----------------|---------------------------------|--------------|
| | Equipment | Quantity | \$/Unit | Total |
| ** All tool, equipment and PPE will meet standards found in this bid package and/or found in FAA Advisory Circular 150/5210-14B - Aircraft Rescue Fire Fighting Equipment, Tools and Clothing | | | | |
| 1 | Electric Rescue saw, 16 inch complete with one (1) box of spare blades total 2 Diamond Blades for Metal. Including | 1 | No Bid | |
| 2 | Fire extinguishers (10 lb.) having a minimum 20B/C UL rating of dry chemical agent with mounting brackets. | 2 | No Bid | |
| 3 | Fire extinguisher Class D powder (30 Lb.) with mounting | 1 | No Bid | |
| 4 | Digital infraed thermometer gun | 1 | No Bid | |
| | | | | Shipping |
| Total Price for Bid Package No. 2 <u>Base Bid</u> (in words) | | | Total Price (in numbers) | |
| No Bid | | | \$ No Bid | |
| Additive 2.1 | | | | |
| A2.1 | Positive pressure ventilation fan. 18" electric powered | 1 | | |
| | | | | Shipping |
| Total Price for Bid Package No. 2 <u>Base Bid plus Additive</u> (in words) | | | Total Price (in numbers) | |
| No Bid | | | \$ No Bid | |

| REQUIRED ANCILLARY EQUIPMENT. BID PACKAGE NO. 3 – EMS RELATED EQUIPMENT | | | | |
|---|---|---------------------------------|---------|----------|
| Equipment | | Quantity | \$/Unit | Total |
| 1 | ARFF Vehicle Medical Jump Kit – 1 Stocked Medical Kit – first aid/first responder trauma kit, with shoulder strap | 1 | No Bid | No Bid |
| Item | Details | Qty. per Jump Kit | | |
| Bag Valve Mask Resuscitator Adult Kit | To include – 1 Small – 1 Medium | 1 kit | | |
| Bag Valve Mask Resuscitator Child / Infant Kit | Child / Infant Mask Assortment | 1 kit | | |
| 1 Burn sheet | | 1 | | |
| Adhesive Bandages | 1" x 3" | 25 | | |
| ABD Pads | 5" x 9" | 2 | | |
| Multi Trauma Dressing | 12" x 30" | 1 | | |
| Sterile Gauze Pads | 4" x 4" | 25 | | |
| Sterile Eye Pads | | 4 | | |
| Petroleum Gauze | 3" x 9" | 2 | | |
| Sterile Roller Bandage | 4" | 5 | | |
| Sterile Roller Bandage | 6" | 5 | | |
| Waterproof Tape | 1" | 2 | | |
| Waterproof Tape | 2 " | 1 | | |
| Triangular Bandages | | 2 | | |
| Elastic Bandage | 3" | 2 | | |
| Elastic Bandage | 4" | 2 | | |
| BP Cuff | | 1 | | |
| Stethoscope | With Bell for Chest Sounds | 1 | | |
| Cold Packs | Instant | 2 | | |
| Instrument Pack | 1 each, shears, forceps, bandage | 1 | | |
| Space Blanket | Wrapped | 4 | | |
| Nitrile Gloves | | 5 | | |
| Sterile Water | For irrigation | 1 bottle | | |
| | | | | Shipping |
| Total Price for Bid Package No. 3 <u>Base Bid</u> (in words) | | Total Price (in numbers) | | |
| No Bid | | No Bid | | |
| _____ | | \$ _____ | | |

| REQUIRED ANCILLARY EQUIPMENT. BID PACKAGE NO. 4 – HAZARDOUS MATERIALS RELATED GEAR/EQUIPMENT | | | | |
|---|--|-----------------|---------------------------------|--------------|
| | Equipment | Quantity | \$/Unit | Total |
| ** All tool, equipment and PPE will meet standards found in this bid package and/or found in FAA Advisory Circular 150/5210-14B - Aircraft Rescue Fire Fighting Equipment, Tools and Clothing | | | | |
| All Personal Protection Equipment (PPE) shall be Structural Rated and part of a matching ensemble that meets current NFPA 1971, standards | | | | |
| 1 | Structural coats, with bellow and radio pockets with microphone tab - sizes to be provided to awarded vendor. The turnout coat shall be equipped with a drag rescue device (DRD). Each coat sleeve shall have a protective wristlet. The coat collar and closure system shall consist of an outer shell, a moisture barrier and a thermal barrier. | 4 | \$1500.00 | \$6000.00 |
| 2 | Structural trousers with pockets and exchangeable knee reinforcements, and shall be designed to permit integrated booties. - sizes to be provided to awarded vendor. | 4 | \$1150.00 | \$4600.00 |
| 3 | Structural gloves which provides radiant heat protection w/ leather palms, and shall meet the performance requirements of section 7.7 of NFPA 1971 - sizes to be provided to | 4 | \$82.95 | \$331.80 |
| 4 | Structural boots, rubber, with pull on loops, toe and cushioned shin guard, sizes to be provided to awarded | 4 | \$384.98 | \$1539.92 |
| 5 | Nomex hoods. Hoods shall be designed to be integrated | 4 | \$28.70 | \$114.80 |
| 6 | Structural style helmets, shall include a face shield, and be capable of operating with a SCBA facepiece. | 4 | \$249.00 | \$996.00 |
| Shipping | | | | \$0.00 |
| Total Price for Bid Package No. 4 Base Bid (in words) | | | Total Price (in numbers) | |
| fourteen thousand six-hundred thirty five dollars and seventeen cents | | | \$14635.17 | |
| _____ | | | _____ | |
| _____ | | | \$ | |



ARFF ANCILLARY EQUIPMENT FOR THE BISHOP AIRPORT

Bid Package
Page 9

This bid was received on Oct. 5, 2021
 @ 3:28 p.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

| REQUIRED ANCILLARY EQUIPMENT. BID PACKAGE NO. 5 – SCBA EQUIPMENT | | | | |
|---|----------|-----------|--------------------------|------------|
| Equipment | Quantity | \$/Unit | | Total |
| ** All tool, equipment and PPE will meet standards found in this bid package and/or found in FAA Advisory Circular 150/5210-14B - Aircraft Rescue Fire Fighting Equipment, Tools and Clothing | | | | |
| 1 Complete open circuit SCBA including (1) 4,500 PSI 45 minute bottle, with snap change (1) face piece and a PASS device. The harness shall be adjustable and include a backframe assembly. | 4 | \$6159.00 | | \$26545.29 |
| Shipping | | | | \$0.00 |
| Total Price for Bid Package No. 5 <u>Base Bid</u> (in words) | | | Total Price (in numbers) | |
| Twenty six thousand five hundred forty five dollars and twenty nine cents | | | | |
| | | | \$ 26545.29 | |



This bid was received on Oct. 5, 2021
 @ 3:28 p.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

DELIVERY TIME:

The equipment will be delivered to 703 Airport Road, Bishop CA 93514 within See below days following award notification. If delivery time differs between bid packages submitted, please specify below:

- Bid Package No. 1: 45-60 DAYS
- Bid Package No. 2: N/A
- Bid Package No. 3: N/A
- Bid Package No. 4: 45-60 Days
- Bid Package No. 5: 45-60 Days

Please note: Due to volatility in the supply chain delivery times could be extended from times quoted herein. We will advise of delays as we learn about them from our suppliers .

ADDENDA:

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

- Addendum 1
- Addendum 2
- Addendum 3

(Fill in addendum numbers and dates addenda were received. If none have been received, enter "NONE".)

WARNING:

IF ADDENDA WERE ISSUED BY THE COUNTY AND ARE NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

BIDDER'S BUSINESS INFORMATION:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager thereof; if a copartnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual co-partners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full. If an LLC, state the true name of the LLC and the names, current addresses, and telephone numbers of all managing members.

A. Individual (), Partnership (), Joint Venture (X): Corporation (): Limited Liability Company (LLC) ():

Personal Name: Nathan Belcher


Business Name: L.N. Curtis & sons

Address: 185 Lennon Lane, Suite 110
Walnut Creek, CA Zip Code 94598

Telephone: (510) 839-5111

Federal Identification No. 94-1214350

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING MEMBER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.



(Signature of Authorized Person) (Title) Customer Service and Operations Manager

Nathan Belcher 10/4/2021

(Printed Name) (Date)

BUY AMERICAN PREFERENCE

The Bidder agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b).

By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) Has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) Who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Federal Provisions

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Reference:

2 CFR § 200.326, 2 CFR § 200.333, FAA Order 5100.38

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from the County of Inyo. The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County of Inyo. This clause applies to both DBE and non-DBE subcontractors. **THERE IS NO DBE PARTICIPATION GOAL SET FOR THIS PROCUREMENT.**

Reference:

49 CFR Part 26

CIVIL RIGHTS - GENERAL

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

The tenant/concessionaire/lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

Reference:

49 USC § 47123

CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Solicitation Notice:

The (County of Inyo), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national

origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in

Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Reference:

49 USC § 47123 & FAA Order 1400.11

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

Reference:

2 CFR § 200, Appendix II(H)

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The supplier/contractor has full responsibility to monitor compliance to the referenced statute or regulation. The supplier/contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

Reference:

29 U.S.C. § 201, et seq

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health

Administration.

Reference:

20 CFR part 1910

RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

Reference:

2 CFR § 200, Appendix II(F) & 37 CFR §401

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign

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Bid Package

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country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Reference:

49 USC § 50104 & 49 CFR part 30

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Reference:

49 USC § 47112(c)

DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and

enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

Reference:

Executive Order 13513 & DOT Order 3902.10

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/consERVE/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

Reference:

2 CFR § 200.322 & 40 CFR part 247

TERMINATION OF CONTRACT

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as

explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the

Notice- to-Proceed;

2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

Reference:

2 CFR § 200 Appendix II(B) & FAA Advisory Circular 150/5370-10, Section 80-09

DEBARMENT AND SUSPENSION

Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Reference:

2 CFR part 180 (Subpart C), 2 CFR part 1200 & DOT Order 4200.5

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal

contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Reference:

31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J) & 49 CFR part 20, Appendix A

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Reference:

2 CFR § 200 Appendix II(A)

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution

Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Reference:

2 CFR § 200, Appendix II(G)

SAMPLE

PO # _____

Date _____

PURCHASE ORDER AGREEMENT

This Purchase Order Agreement ("PO") is made by and between the County of Inyo ("County") and the party to which this PO is addressed ("Contractor"), as a part of the Purchase Order numbered above or on the reverse and incorporated herein by reference, effective as of the date of the Purchase Order.

1. Contractor shall provide all services and/or materials for the compensation and within the time period as specified in the PO.
2. County shall make payment to Contractor in accordance with the terms set forth in the PO within sixty (60) days after receipt of an itemized written statement or invoice from Contractor.
3. Contractor shall comply with applicable law in the provision of services and/or materials pursuant to this P.O. Contractor shall obtain and maintain all such licenses, permits, or other authorizations to provide such services and/or materials, as are required by law or by express provision of this PO, during Contractor's provision of such services and/or materials.
4. Contractor waives any right to, and shall deliver possession and title to County, of all publications, computer programs, inventions, or other property which result from the performance of services by Contractor pursuant to this PO unless otherwise expressly agreed in writing by County.
5. Contractor shall, and shall require its agents, officers and employees to maintain the confidentiality of, any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by them as the result of performance of this PO, and refrain from disclosing or using the information except as necessary to provide services and/or materials pursuant to this PO.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain at least the minimum types and amounts of other insurance coverage usual and customary for persons or firms engaged in the provision of the same or similar type of services and/or materials.
7. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, employees and volunteers from and against any and all claims, liability, and other costs, including litigation costs and attorney's fees, arising out of or resulting from acts or omissions in the provision of services and/or materials hereunder by Contractor or Contractor's agents, officers, employees, or volunteers, or any person for whose acts or omissions any of them may be liable. County agrees to defend, indemnify, and hold harmless Contractor and Contractor's agents, officers, and employees from and against any and all claims, liability, and other costs, and expenses, including litigation costs and reasonable attorney's fees arising out of or resulting from the active negligence or wrongful acts of County or County's agents, officers, employees, or volunteers in carrying out this PO.
8. Contractor shall prepare and maintain records required by law or this PO regarding the provision of services and/or materials pursuant to this PO, and make such records available for inspection by County and other authorized entities and persons for reasonably requested audit or evaluation purposes.
9. Contractor shall refrain from, and require its agents, officers, and employees to refrain from, unlawfully discriminating in violation of applicable law against any person in the course of providing services and/or materials pursuant to this PO, because of the person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex or as otherwise prohibited by law.
10. Contractor shall provide to County all warranties for all materials provided pursuant to this PO which are implied or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
11. This PO may be terminated by either party upon at least ten (10) days prior written notice. Contractor shall be entitled to payment for services and/or materials provided prior to receipt of notice of termination in accordance with terms and conditions of this PO.
12. This PO may be amended only by mutual written consent of the parties, is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion is determined to be invalid, the remaining portions shall continue in full force and effect.
13. This PO is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Inyo County, California. If either party initiates legal proceedings against the other party with respect to this PO, the nonprevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
14. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
15. Contractor's signature to this PO and/or Contractor's provision of services and/or materials pursuant to it shall constitute Contractor's agreement to its terms and conditions. County's issuance of this PO constitutes County's agreement to its terms and conditions.
16. Notwithstanding the above, this Purchase Agreement is subject to and incorporates herein the terms of the bid specifications concerning the purchased items.

BUY AMERICAN PREFERENCE

The Bidder agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States;
 - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic product.
- To furnish U.S. domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b).

By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

11/9/21
Date

[Handwritten Signature]
Signature

L.N. Curtis & Sons
Company Name

Customer Service Manager
Title



The Safety Company

1100 Cranberry Woods Drive
Cranberry Township, PA 16066

724.776.7700

September 30, 2021

Re: Manufactured in the United States

To Whom it May Concern,

This letter is to confirm that all MSA Cairns Fire Helmets shipped from our Jacksonville, NC location are Manufactured in the United States.

Best Regards,

A handwritten signature in black ink, appearing to read 'Aaron Simmons'.

Aaron Simmons
Fire Service Marketing Manager



September 30, 2021

Re: *Made in America*

To Whom It May Concern:

This letter is to confirm that all Shelby Structural Fire-Fighting Gloves are made in the United States of America.

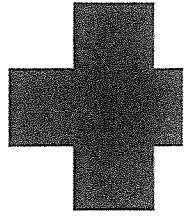
Respectfully,

Thomas G. Ragan

Thomas G. Ragan
President
Shelby Specialty Gloves



PPE REDEFINED



PGI, Inc.
PO Box 307
550 Commercial Ave.
Green Lake, WI 54941

September 30, 2021

Bryan,

PGI, Inc. manufactures all of the Cobra brand firefighting hoods in PGI's facilities located in Green Lake, WI 54941. This includes style number 30400-00-181085, which was previously known as style number 3038185. This also includes style number 30400-00-180085, which was previously known as style number 3048085. Both of these styles of hoods are certified to NFPA 1971 most current standard.

Best Regards,

A handwritten signature in black ink that reads "Ryan Sonntag".

Ryan Sonntag
www.pgi-inc.com
ryan@pgi-inc.com
1-800-558-8290 Ext. 165

P.O. Box 307
550 Commercial Ave.
Green Lake, WI
54941
800.558.8290
mail@pgi-inc.com
pgi-inc.com



September 30, 2021

Re: Made in America

To Whom It May Concern,

This letter is to confirm that Globe turnouts (coat and pants), boots, Cairns helmets and MSA self-contained breathing apparatus are made in the United States of America.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Dolim", written over the word "Sincerely,".

Mark Dolim
Customer Support Services Manager

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 DUNS#: 00-922-4163



Pacific North Division
 6723 Sierra Court, Suite C
 Dublin, CA 94568
www.LNCurtis.com
 Quotation No. 203145

Quotation

CUSTOMER:
 Inyo County
 PO Box N
 Independence CA 93526

SHIP TO:
 Inyo County
 P.O. Box N
 Independence CA 93526

| QUOTATION NO. | ISSUED DATE | EXPIRATION DATE |
|---------------|-------------|-----------------|
| 203145 | 10/01/2021 | 10/31/2021 |

| SALESPERSON | CUSTOMER SERVICE REP |
|--|--|
| Dan Bria dbria@lncurtis.com 775-721-7678 | Dan Bria dbria@lncurtis.com 775-721-7678 |

| REQUISITION NO. | REQUESTING PARTY | CUSTOMER NO. | TERMS | OFFER CLASS |
|-----------------|------------------|--------------|--------|-------------|
| | ASHLEY HELMS | C34379 | Net 30 | FR |

| F.O.B. | SHIP VIA | DELIVERY REQ. BY |
|--------|-------------------|------------------|
| DEST | Standard Shipping | |

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.
 Transportation is included in below pricing.

| LN | QTY | UNIT | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----|-----|------|----------------------------|---|------------|-------------|
| 1 | 4 | EA | 1C362G1T-RR-GD-42-32 GLOBE | Sz 42, 32" 1C362G1T Gold 7.0 PBI Max G-Xtreme 3.0 Tapered Response Ready Coat with All Standard Features including: - 3" Lime-Yellow S/L NFPA Basic Triple Trim - Self Material TC Viszip in/Velcro out & Expansion Pockets - 13PC Radio Pocket with Dual Antenna Notch, Left Chest - Mic Tab Above Radio Pocket, Left Chest - Survivor Flashlight Holder, Right Chest - Cal-OSHA, NFPA Labelled "This PPE product contains PFAS chemicals for water and/or oil repellency or for resistance to low surface chemicals, such as gasoline, hydrocarbons, etc." | \$1,500.00 | \$6,000.00 |

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Pacific North Division
 6723 Sierra Court, Suite C
 Dublin, CA 94568
www.LNCurtis.com
 Quotation No. 203145

| LN | QTY | UNIT | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----|-----|------|----------------------------|--|------------|-------------|
| 2 | 4 | PR | FC362G1S-RR-GD-38-30 GLOBE | 38x30 Slim FC362G1 Gold 7.0 PBI Max GPS Response Ready Pants with All Standard Features including: - 3" Lime-Yellow S/L Triple Trim Around Cuffs - Self Material Expansion Pockets - Cal-OSHA, NFPA Labelled "This PPE product contains PFAS chemicals for water and/or oil repellency or for resistance to low surface chemicals, such as gasoline, hydrocarbons, etc." | \$1,150.00 | \$4,600.00 |
| 3 | 4 | PR | 5228-L SHELBY | Large 76W Blue Koala Cowhide FDP Structural Fire Fighting Gloves, Gauntlet, Meets NFFA 1971 * Cal-OSHA, NFPA Labelled ** This PPE Product Contains PFAS Chemicals to Meet Structural Firefighting Gear Performance Standards Such as NFFA 1971 | \$82.95 | \$331.80 |
| 4 | 4 | PR | G301320-10.5-M GLO | Sz 10.5M Onyx 13" Pull-On Structural Boots * Cal-OSHA, NFPA Labeled ** This PPE Product Contains PFAS Chemicals for Water and Oil Repellency. | \$384.98 | \$1,539.92 |
| 5 | 4 | EA | 3038185 PGI | Xlong Cobra Ultimate 2-Ply Hood Comfort Plus nomeX Meta Aramid/Lenzing Fr, * Cal-Osha, NFPA Labeled | \$28.70 | \$114.80 |
| 6 | 4 | EA | C-MOD-A512A22110 CAIRNS | Yellow 664 Invader MSA Cairns modern helmet; * 4" Tuffshield * Standard flannel headband liner * Black Nomex earlap * 2-point removable Nomex chinstrap with quick release and postman's slide * Lime/Yellow Reflexite Tertrabar trim | \$249.00 | \$996.00 |

Small Business
 CAGE Code: 5E720
 DUNS Number: 009224163
 SIC Code: 5099
 Federal Tax ID: 94-1214350

This pricing remains firm until 10/31/2021. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Ph: 510-839-5111
TF: 800-443-3556
Fax: 510-839-5325
oaksales@lncurtis.com
DUNS#: 00-922-4163



Pacific North Division
6723 Sierra Court, Suite C
Dublin, CA 94568
www.LNCurtis.com
Quotation No. 203145

| | |
|-----------------------|-------------|
| Subtotal | \$13,582.52 |
| Tax Total | \$1,052.65 |
| Transportation | \$0.00 |
| Total | \$14,635.17 |

[View Terms of Sale and Return Policy](#)

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 DUNS#: 00-922-4163



Pacific North Division
 6723 Sierra Court, Suite C
 Dublin, CA 94568
www.LNCurtis.com
 Quotation No. 203147

Quotation

CUSTOMER:
 Inyo County
 PO Box N
 Independence CA 93526

SHIP TO:
 Inyo County
 P.O. Box N
 Independence CA 93526

| QUOTATION NO. | ISSUED DATE | EXPIRATION DATE |
|---------------|-------------|-----------------|
| 203147 | 10/01/2021 | 10/31/2021 |

| SALESPERSON | CUSTOMER SERVICE REP |
|--|--|
| Dan Bria dbria@lncurtis.com 775-721-7678 | Dan Bria dbria@lncurtis.com 775-721-7678 |

| REQUISITION NO. | REQUESTING PARTY | CUSTOMER NO. | TERMS | OFFER CLASS |
|-----------------|------------------|--------------|--------|-------------|
| | ASHLEY HELMS | C34379 | Net 30 | FR |

| F.O.B. | SHIP VIA | DELIVERY REQ. BY |
|--------|-------------------|------------------|
| DEST | Standard Shipping | |

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.
 Transportation is included in below pricing.

| LN | QTY | UNIT | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----|-----|------|----------------------------|---|------------|-------------|
| 1 | 4 | EA | G1 4500 SCBA MSA CUSTOM | 4500PSIlg G1 Fire Service SCBA, As Below; CGA THREADED CYLINDER CONNECTION STANDARD SHOULDER STRAPS WITH CHEST STRAP STAINLESS STEEL CYLINDER BAND ADJUSTABLE SWIVELING LUMBAR PAD SOLID REGULATOR COVER CONTINUOUS REGULATOR HOSE SPEAKER MODULE LEFT CHEST PASS RIGHT SHOULDER ALKALINE BATTERY PACK | \$4,895.00 | \$19,580.00 |
| 2 | 4 | EA | 10156459 MSA | Medium G1 Facepiece With Medium Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * Ato Number: A-G1Fp-Fm1M401 This Product Contains Pfas To Reduce The Risk Of Parts Sticking Or Becoming Inoperable. | \$269.00 | \$1,076.00 |

Ph: 510-839-5111
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DUNS#: 00-922-4163



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Dublin, CA 94568
www.LNCurtis.com
Quotation No. 203147

| LN | QTY | UNIT | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----|-----|------|--------------|--|------------|-------------|
| 3 | 4 | EA | 10175708 MSA | 45Min 4500# G1 SCBA Low Profile Cylinder, With Air, With Quick Connect Remote Connection | \$995.00 | \$3,980.00 |

Small Business
CAGE Code: 5E720
DUNS Number: 009224163
SIC Code: 5099
Federal Tax ID: 94-1214350

This pricing remains firm until 10/31/2021. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

| | |
|-----------------------|-------------|
| Subtotal | \$24,636.00 |
| Tax Total | \$1,909.29 |
| Transportation | \$0.00 |
| Total | \$26,545.29 |

[View Terms of Sale and Return Policy](#)



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Ashley Helms

SUBJECT: Increase purchase authority with IDN for airport security equipment

RECOMMENDED ACTION:

Request Board authorize an increase of the Public Works Department's purchasing authority with International Distribution Network of Riverside, CA by \$2,573 to a total not-to-exceed amount of \$12,443.17, for the purchase of security cameras.

SUMMARY/JUSTIFICATION:

Public Works has received two quotes for a security camera system for the Bishop Airport terminal. The system will include storage for 30 days of footage and cameras for the TSA security checkpoint and baggage screening room, the waiting area, the check-in lobby and an exterior camera for the apron. One quote, from IDN-Wilco for \$2,548.81, is for a system that can be installed by County staff. The second, from AccuView Video Security for \$17,279.75, requires installation by a contractor and includes an LCD monitor and additional network equipment. The second system could be expanded to include up to 50 cameras, however this exceeds the needs of the small airport terminal.

Public Works has previously purchased an access control system from IDN-Wilco for seven doors for \$9,870, therefore the Department is requesting purchasing authority with IDN-Wilco for over \$10,000 in the same fiscal year.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the increase in purchase authority with IDN. This is not recommended as they can provide the most cost effective solution.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The costs associated with this purchase order will be paid out of the Bishop Airport Terminal Area Improvements (Budget 630400), object code 5232.

ATTACHMENTS:

1. AccuView Video Security Quote - Bishop Airport CCTV
2. IDN-Wilco Security Camera Quote

APPROVALS:

| | |
|-----------------|--------------------------------|
| Ashley Helms | Created/Initiated - 11/10/2021 |
| Darcy Ellis | Approved - 11/10/2021 |
| Ashley Helms | Approved - 11/12/2021 |
| John Vallejo | Approved - 11/12/2021 |
| Amy Shepherd | Approved - 11/12/2021 |
| Michael Errante | Final Approval - 11/12/2021 |



1122 W Avenue L-12, Ste 108
 Lancaster, CA 93534
 Ph: (661) 450-CCTV (2288)
AVVSupport@gmail.com
 CA Lic. # 899386, ACO#7255

Estimate #: 21-1104BAIC-2
Date: November 10, 2021

Project Estimate
CCTV System

Customer: Inyo County, Department of Public Works, 168 N. Edwards St., Independence, CA 93526
Project & Location: Bishop Airport - 703 Airport Rd, Bishop, CA 93514

AccuView Video Security, Inc. will furnish and / or install, program, and render the following system fully operational at the project and location noted above (unless stated otherwise).

Scope of Work:

- A. Provide and install five (5) new IP CCTV Cameras
- B. Provide and install one (1) new IP CCTV Camera recording server with RAID capability
- C. Provide and Install Cat6 Cabling to all CCTV cameras, home run back to server room
- D. Provide and install one (1) CCTV camera monitor, 43 inches in size
- E. Provide and install one (1) network PoE switch, unmanaged type, 16 ports
- F. Setup all equipment, test and label cables, test all systems for proper functionality

Parts and Material

| | | |
|----------|--|--------------------------|
| • 5 each | IP CCTV Cameras, 4-Megapixel High Definition Resolution | \$489.00 ea / \$2,445.00 |
| | • PoE Mini Dome Type | |
| • 5 each | IP Camera Backbox / Junction Box | \$38.50 ea / \$192.50 |
| • 1 each | Network Video Recorder / Server, with RAID Capability | \$4,682.00 |
| | • Up to 50 Camera Capability, 1U Embedded Server | |
| | • Includes 40 Terabyte Hard Drives for up to 30 Days Recording | |
| • 5 each | CAT6 Cable Drop | \$72.50 ea / \$362.50 |
| • 1 each | 16-Port Network Switch, Unmanaged, with PoE | \$596.00 |
| • 1 each | 43 Inch Flat Screen LCD Monitor, with Wall Mount Bracket | \$622.00 |

Notes / Exclusions:

1. Recommend security equipment to be provided with own power circuit, 120V, with Quad receptacle
2. Conduit and cable raceway not included in this estimate, to be provided and installed by others

Initial / Up Front Costs:

| | |
|------------------------------|--------------------|
| Parts & Material: | \$ 8,900.00 |
| Labor: | \$ 7,690.00 |
| Sales Tax: | \$ 689.75 |
| Total Up Front Cost: | \$17,279.75 |

(Includes all parts above, installation, and sales tax.)

Progress Payment Details: 50% Deposit of total cost prior to parts order and installation,
 40% of total cost upon installation,
 10% Upon Completion

Please read this estimate and contract carefully. All work is to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications and terms will be executed only upon written and signed change orders, and will become an extra charge over and above this estimate / contract. The timely completion of this project is contingent on availability of parts, weather related delays, ease of access to property and building areas, and accidents or delays beyond our control. Working days to complete the project are not guaranteed consecutive. This contract is for completing the project as described above. It does not include material price increases or additional labor and materials, which may be required should unforeseen problems or adverse weather conditions arise. This estimate / contract (or revision) supersedes all previous versions and may be withdrawn by us if not accepted within 30 days. The total cost stated above is not a guarantee that the final cost will not exceed this amount. This cost estimate excludes any alterations or changes necessary upon installation due to building changes, unknown building design features, customer changes, system design flaws, or any other errors, exclusions, or omissions by designer or customer.

By signing below you are accepting this contract, authorizing the work to be done, and guaranteeing this contract to be carried out as detailed above. Payment will be made as outlined. After parts have been ordered and work begins, all or part of the deposit may not be returned for a refund should you decide to cancel this contract. The following page outlining the warranty, service, and liability details is made part of this contract.

Client: _____

Signature: _____ Date: _____

Print: _____

Deposit: \$ _____ Check #: _____ Date: _____

Billing Address: _____

Contractor: **AccuView Video Security, Inc.**
1122 W Avenue L-12, Ste 108
Lancaster, CA 93534
Contractor License # 899386

Signature: _____ Date: _____

Print: _____

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed with 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

Warranty and Service

AccuView Video Security, Inc. will provide a 1-Year Warranty **on all material** provided and installed by AccuView Video Security, Inc. beginning at installation date and a **90 Day Limited Warranty** on all repaired or replaced products. Any product or software installed or repaired by AccuView Video Security, Inc. found to be defective will be removed and returned to the manufacturer for repair at no cost to the client within the warranty period. A replacement or loaner unit will not be provided unless otherwise agreed upon. AccuView Video Security, Inc. will provide any needed software upgrades within the 1 year warranty period. Any repair done by other service providers other than the manufacturer or AccuView Video Security, Inc. on any products installed by AccuView will void any and all warranty coverage provided by AccuView Video Security, Inc..

Manufacturer's warranties will be provided by the manufacture of its product. Should the warranty period of the manufacture extend beyond 1 year, the product can be returned to the manufacturer at the buyer's cost. AccuView Video Security, Inc. will provide this service with minimal labor cost.

Cleaning and maintenance of the video system can be performed by AccuView Video Security, Inc. under a Service and Maintenance Contract. Cleaning and maintenance is recommended on all products installed and will keep your system running at its highest performance. Camera lenses, camera housings, cooling fans, and other components may attract dust and other particles. Outdoor camera lenses and camera housings may come out of focus or shift due to weather related conditions. AccuView Video Security, Inc. will provide any needed maintenance for these conditions and others at minimal cost to the buyer.

Adjustments or modifications to any system or component after the initial installation is complete which requires an additional on-site visit will be billed to the client at the stated hourly rate plus material and trip costs as necessary.

Disclaimers

AUDIO MONITORING AND RECORDING

Audio monitoring and recording used for an illegal purpose is prohibited by state and federal laws. All parties being monitored or recorded must consent to and be well aware of audio monitoring and recording equipment at the property. Also, appropriate and readable signage must be posted at any location where audio monitoring or recording is taking place. Other federal and state laws may apply and are the responsibility of the property owner to abide by. **(Initial _____)**

Remote Video Access

If the video system is to be viewed at a remote location, high-speed Internet service must be provided by the client at the time of installation. If an additional on-site visit is required to program equipment for remote access then additional charges will apply.

Internet Speed

High-speed Internet service speeds vary. Your service provider may specify a maximum speed however the actual speed may be lower. Video over the Internet may be slower than expected because of available speed at the time of download, equipment limitations, or other factors. Real-time video over the internet is not guaranteed.

Network Cameras

Network cameras, also known as IP cameras, may operate on the existing network infrastructure of your facility. Network video cameras may require a large bandwidth and may slow down your existing network system if existing network devices or cabling is insufficient or already over-burdened. Care must be taken to maintain your network system and to know the limits of the system so that it will not become overloaded. An overloaded network could result in an extremely slow data transfer or cause your system to crash. AccuView Video Security, Inc. does not guarantee network speeds and is limited by the client's network capabilities.

License Plate Capture

The ability for a CCTV system to view and record a license plate effectively depends on many things, including placement of the camera and the field of view of the lens. License plates are also highly reflective and may appear blurry or over-exposed to the camera. Other factors, including the resolution of the system, the speed and direction of the vehicle, the orientation of the vehicle to the camera, and other system limitations will affect the camera's ability to accurately capture license plate details. License plate capture is not guaranteed, even if using specialized license plate cameras or equipment.

Wireless Cameras & Devices

Wireless devices are subject to interference at any time. Frequencies available for use by civilian persons or organizations include 900MHz, 2.4GHz, 5.8GHz, and 6.0GHz. These frequencies are also widely used by devices such as wireless LAN (network) systems, cordless telephones, baby monitors, microwaves, and other wireless devices. The Federal Communications Commission regulates wireless frequencies. Your wireless video system may receive interference from other systems in the area. There is no guarantee against interference during installation or during future installations of equipment or buildings in the area.

Infra-Red (Night-vision) Illumination

CCTV cameras with night vision technology (infra-red illumination) emit an invisible light to human eyes. This light can be harmful to the eyes if exposed for an extended period of time. Infra-red light is similar to visible light. Infra-red light may cause the image to be over-exposed, "washed out", or otherwise too bright for the camera to distinguish contrast. Color is not visible when using infra-red light. The information stated relating to the distance or area an infra-red light may illuminate or cover is based on the manufacturer's specifications. AccuView Video Security, Inc. makes no guarantees based on these specifications. Many factors contribute to the loss of infra-red light that may limit its effective distance or coverage.

High Resolution vs. High Definition

The term "high resolution" refers to a standard analog video signal of no greater than 720x480 (D1) pixels (DPI) and no less than 640x480 pixels (as stated by the manufacturer). The resolution of all the equipment used on the camera system must be equal to or better than the camera in order to record and view the maximum resolution of the camera. The term "high definition" refers to a digital video signal of greater than 1 mega-pixel (1,000,000 pixels) per image.

Returns or Exchanges

Equipment that has been installed or used or any special order equipment may not be returned for refund or exchange. Only new equipment in the original packaging may be returned for a refund. A restocking fee of 25% of the total cost will apply. Equipment may be exchanged if original equipment is in the original packaging and in new, unused condition. Otherwise, if used or installed equipment does not operate as intended, the equipment will be repaired and returned to the client. A "loaner" unit or temporary replacement will not be provided unless otherwise agreed upon. If equipment is beyond the warranty period, repair costs may apply.

Liability

AccuView Video Security, Inc., Inc. is not responsible for the misuse or mishandling of the systems and components provided or installed. All persons operating the system should be trained and authorized. Training can be provided by AccuView Video Security, Inc.. AccuView Video Security, Inc. is not responsible for manufacturer's defects or workmanship. All components supplied will be new, unused products unless otherwise agreed upon. Defects in products due to manufacturer's workmanship will be repaired as follows: all products needing repair will be removed from client's location and returned to the manufacturer or its approved repair location. AccuView Video Security, Inc. is not responsible for any costs, including shipping, required to repair a defective product that is outside the warranty provided above. AccuView Video Security, Inc. will not be held liable for any crime or event, including theft or vandalism, performed before, during, or after installation of the video system either to the client, the patrons, or employees. AccuView Video Security, Inc. will not be held liable for any crime or other event performed during improper use of or failure of the system or its components. Any failure or misuse of the system should be immediately reported to AccuView Video Security, Inc. or other authorized repair service provider. AccuView Video Security, Inc. will not be held responsible for any damage to the video system made by other service providers, installers, or repair technicians performing work on or around the system or its components. Any damage should be immediately reported to AccuView Video Security, Inc. or other authorized repair service provider. AccuView Video Security, Inc. is not responsible for any damage to or failure of the system due to power outages, lightning, wind, rain, earthquake, or other natural or weather related conditions. AccuView Video Security, Inc. and its partners, vendors, suppliers, and subsidiaries will otherwise be held harmless against any legal claim or action made against its clients by any other party arising from use, administration, failure, or other actions relating to the devices installed or maintained by AccuView Video Security, Inc.. If for any reason after AccuView Video Security, Inc. has performed its contractual duties and full payment is not made by the client in the time set forth in the contract, or unless otherwise agreed upon in writing, AccuView Video Security, Inc. will take measures to remove any and all system components installed by AccuView Video Security, Inc. from client's location and retain any payments made by client to cover labor, lost material, administrative, and other related costs. Legal action may be taken by AccuView Video Security, Inc. in the event of non-payment for contract duties performed by AccuView Video Security, Inc. to regain any losses including legal costs.

Initial: _____



IDN-Wilco
 1973 Davis St.
 San Leandro CA 94577
 Phone: 800-745-5450
 Fax:

QUOTE

| UPC V | QUOTE DATE | QUOTE NO. |
|---------------------|------------|------------|
| 000000 | 11/11/21 | 9631623-00 |
| P.O. NO. | | PAGE # |
| INYO COUNTY AIRPORT | | 1 |

CUST. # 8581386

SHIP TO: COUNTY OF INYO
 703 AIRPORT RD
 BISHOP, CA 93514

CORRESPONDENCE TO: IDN-Wilco
 1973 Davis St.
 San Leandro CA 94577

Bill TO: COUNTY OF INYO
 PO DRAWER Q
 INDEPENDENCE, CA 93526

| INSTRUCTIONS | | | |
|---------------|----------|---------|-------------|
| | | | |
| SHIP POINT | SHIP VIA | SHIPPED | TERMS |
| IDN RIVERSIDE | Ground | | Credit Card |

| LINE NO. | PRODUCT AND DESCRIPTION | QUANTITY ORDERED | QUANTITY B.O. | QTY. SHIPPED | QTY. U/M | UNIT PRICE | AMOUNT (NET) |
|----------|-------------------------------------|------------------|-------------------------------------|--------------|----------|-------------------------|--------------|
| 7 | .ND9425P-4TB VIVOTEK ND9425P-4TB | 1 | | | each | 660.00000 | 660.00 |
| 9 | .CC9380-HV VIVOTEK CC9380-HV | 1 | | | each | 440.00000 | 440.00 |
| 11 | .FE9180-HV VIVOTEK FE9180-HV | 1 | | | each | 520.00000 | 520.00 |
| 12 | .FD9187-HT-A VIVOTEK FD9187-HT-A | 1 | | | each | 433.00000 | 433.00 |
| 13 | .FD9369-F2 VIVOTEK FD9369-F2 | 2 | | | each | 140.00000 | 280.00 |
| 5 | Lines Total | | Qty Shipped Total | 6 | | Total | 2333.00 |
| | | | | | | Estimated Freight | 35.00 |
| | | | | | | Taxes | 180.81 |
| | | | Quote is subject to credit approval | | | Estimated Invoice Total | 2548.81 |



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Michael Errante

SUBJECT: Purchase and installation of industrial doors at the Posse Hut/Search and Rescue building

RECOMMENDED ACTION:

Request Board: A) declare Trim Const. / Allen's Garage Doors of Bishop, CA a sole-source provider; and B) authorize a purchase order in an amount not to exceed \$19,100.00 payable to Trim Const. / Allen's Garage Doors of Bishop, CA for the purchase and installation of industrial doors at the Posse Hut/Search and Rescue Building.

SUMMARY/JUSTIFICATION:

The Public Works Department is requesting a sole source designation for the purchase and installation of 5 industrial non-insulated commercial duty sheet doors with chain operation to replace the existing doors at the Posse Hut/Search and Rescue building. Trim Const. / Allen's Garage Doors is the only local company that can replace these doors in a timely fashion. This is an emergency as the existing doors are unbalanced and will become inoperable due to worn interior mechanisms.

During the inspection of the doors done by Trim Const. / Allen's Garage Doors it was noted that the counterbalance springs in our current doors are at/beyond the end of their operable lifespan and will result in non-operational doors due to the spring failure.

The quote came in at \$18,509.38 but we are requesting an amount not to exceed \$19,100 to cover additional fees related to the expense.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to allow the purchase and installation of these doors from Trim Const. / Allen's Garage Doors and direct Public Works to seek bids for this project. This is not recommended as this could be a direct safety hazard and in an emergency Search and Rescue may not be able to get vehicles out of the building.

OTHER AGENCY INVOLVEMENT:

Inyo County Search & Rescue
Inyo County Sheriff's Office

FINANCING:

Funding for this purchase is included in the Homeland Security Grant budget number 623719 in the Equipment object code 5650.

ATTACHMENTS:

1. Trim Construction Invoice

APPROVALS:

| | |
|--------------------|--------------------------------|
| Denelle Carrington | Created/Initiated - 11/10/2021 |
| Darcy Ellis | Approved - 11/10/2021 |
| Breanne Nelums | Approved - 11/10/2021 |
| Michael Errante | Approved - 11/10/2021 |
| Denelle Carrington | Approved - 11/10/2021 |
| John Vallejo | Approved - 11/10/2021 |
| Amy Shepherd | Approved - 11/10/2021 |
| Michael Errante | Final Approval - 11/10/2021 |



9 E Axford Ln
 Bishop, CA, 93514
 760 937 5384

Trim Const. / Allen's Garage Doors

Invoice

Bill To: Inyo County S&R
 ccox@inyocounty.us

Invoice No: 444
 Date: 11/08/2021

| Description | Quantity | Rate | Amount |
|--|----------|------------|-------------|
| Industrial, non insulated, commercial duty sheet doors, white, chain operation. Includes freight and tax. | 5 | \$3,250.00 | \$16,250.00 |
| Existing doors are unbalanced. This is due to worn interior mechanisms, specifically the counterbalance springs. These springs are at/beyond the end of their operable lifespan. This will result to non operational doors d/t spring failure. | | | |
| Parts Subtotal | | | \$16,250.00 |

| Description | Quantity | Rate | Amount |
|---------------------|----------|------------|-------------|
| Installation charge | 1 | \$1,000.00 | \$1,000.00* |
| Labor Subtotal | | | \$1,000.00 |

*Indicates non-taxable item

| | |
|---|-------------|
| Subtotal | \$17,250.00 |
| Payment Details | 7.75% |
| An advance payment of \$17,509.38 is due by 11/08/2021. | Total |
| | \$18,509.38 |
| | PAID |
| | \$0.00 |

Balance Due \$18,509.38

Deposit due 11/08/2021 \$17,509.38

Pay Now



Notes

- * A late fee of 10% will be added to any invoice past 30 days
- * Credit card payments will be charged an additional 3% service fee

Trim Const. / Allen's Garage Doors - Invoice 444 - 11/08/2021

Please detach and send with remittance to:

Trim Const. / Allen's Garage Doors
9 E Axford Ln
Bishop, CA, 93514

REMITTANCE ADVICE FOR Invoice # 444 on 11/08/2021

Balance Due \$18,509.38

PAID

Received From: Inyo County S&R

| | | | |
|-------------------|---|-----|--|
| Card Type | Visa[] MasterCard[] American Express[] | | |
| Cardholder's Name | <input type="text"/> | | |
| Card Number | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | CVV | <input type="text"/> <input type="text"/> <input type="text"/> |
| Expiry Date | <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> | | |
| Signature | <input type="text"/> | | |



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: November 16, 2021

FROM: OFFICE OF THE SHERIFF

SUBJECT: Declare Dooley Enterprises, Inc. as Sole Source and approve purchase of ammunition

RECOMMENDED ACTION:

Request Board: A) declare Dooley's Enterprises, Inc. of Anaheim, CA a sole-source provider of ammunition; and B) authorize the issuance of a purchase order in an amount not to exceed \$44,955 payable to Dooley's Enterprises, Inc. of Anaheim, CA for ammunition.

SUMMARY/JUSTIFICATION:

The Sheriff's Office is requesting to purchase ammunition for use in all weapons belonging to the Sheriff's Office. Ammunition is an essential part of our daily operations and annual training. This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County. The Sheriff's Department uses Winchester Ammunition and Dooley is the only authorized distributor in the Southern California area (which we are a part of), Alaska, Nevada, Oregon, and Washington. It is not desirable to use different brands of ammunition in weapons. We use Winchester because we are a small agency and do not have the funds needed to test and evaluate ammunition. The FBI does test and evaluates ammo. The results from their T&E program deemed Winchester ammo the best all-around ammunition for Law Enforcement use. Winchester won the FBI contract to supply them with ammunition. That was based on cost, reliability, and performance.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny this purchase. This action would cause the department to delay training until such a time that we can provide ammunition to our employees. It is imperative to keep up with our training policies and that of the State. Without continued training and skill development, our staff cannot perform to the best of their ability, leaving them and the County at greater risk.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
Purchasing Agent
County Counsel

Dooley Enterprises, Inc.

FINANCING:

Funding is available in the Sheriff General Budget 022700, Personal and Safety Equipment Object Code 5112. This purchase will be reimbursed with COPS funding, no general fund.

ATTACHMENTS:

1. QUOTE 017281 Inyo County Sheriff's Department

APPROVALS:

| | |
|-------------------|-------------------------------|
| Riannah Reade | Created/Initiated - 11/2/2021 |
| Darcy Ellis | Approved - 11/2/2021 |
| Riannah Reade | Approved - 11/2/2021 |
| Amy Shepherd | Approved - 11/2/2021 |
| Marshall Rudolph | Approved - 11/2/2021 |
| Jeffrey Hollowell | Final Approval - 11/3/2021 |

QUOTE #: 017281

Price Quote

QUOTE DATE: 11/02/2021

TERMS: Net 30

Cust. ID #: 000057

Type: FET OUT - Agency

Ship To: INYO COUNTY SHERIFF'S DEPT.

MARK SMITH

550 S. CLAY STREET

INDEPENDENCE, CA 93526

PHONE: 760-878-8221 FAX: (760) 878-0389



Here are the requested prices:

PRICES ARE PER THOUSAND ROUNDS

| QUANTITY | SYMBOL | DESCRIPTION | PRICE | EXTENSION |
|----------|-----------|--|----------|------------|
| 39.500 | Q4172 | 9mm 115gr. Full Metal Jacket | \$218.00 | \$8,611.00 |
| 25.000 | RA9124TP | 9mm 124gr. Ranger T-Series JHP +P | \$332.00 | \$8,300.00 |
| 1.000 | RA45T | 45 Auto 230gr. Ranger T-Series JHP | \$408.00 | \$408.00 |
| 4.000 | Q4170 | 45 Auto 230gr. Full Metal Jacket | \$307.00 | \$1,228.00 |
| 20.000 | USA223R1K | 223 55gr. Full Metal Jacket | \$429.00 | \$8,580.00 |
| 10.000 | RA223RY | 223 55gr Ranger Pointed Soft Point | \$551.00 | \$5,510.00 |
| 2.000 | Q4206 | 380 Auto 95gr. Full Metal Jacket | \$304.00 | \$608.00 |
| 10.000 | USA40SW | 40 S&W 165gr. Full Metal Jacket - Flat Nose | \$279.00 | \$2,790.00 |
| 4.000 | RA40T | 40 S&W 180gr. Ranger T-Series JHP | \$348.00 | \$1,392.00 |
| 1.000 | USA3081 | 308 Win 147gr. Full Metal Jacket Boat Tail | \$823.00 | \$823.00 |
| 1.000 | S308M | 308 Win 168 gr. Match Boattail Hollow Point (BTHP) | \$987.00 | \$987.00 |
| 2.000 | RA38B | 38 Special 130gr. Ranger Bonded JHP +P | \$439.00 | \$878.00 |
| 1.000 | X3575P | 357 Mag 158gr. Jacketed Soft Point | \$512.00 | \$512.00 |

NOTES:

Mark,
 See attached for the quote requested, and let me know if you have any questions.
 At this time (which can change), ammo quoted is currently available and can ship after order finalization.
 Pricing on this quote is fixed if a PO or signed quote is provided before 11-30-21.
 Chris

SUBTOTAL: \$40,627.00

TAX RATE: 7.750%

TAX*: \$3,148.59

SHIPPING: \$1,178.60

TOTAL: \$44,954.19

Quote is for official department use only

To proceed with order as quoted, please confirm the shipping details above, and sign & complete below:

PO# (if appl.) _____

Authorized By _____

Date _____

Name & Title _____



County of Inyo



Water Department

CONSENT - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Aaron Steinwand

SUBJECT: LORP Annual Accounting Report

RECOMMENDED ACTION:

Request Board approve the 2020-2021 Lower Owens River Project (LORP) Annual Accounting Report.

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 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; <http://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 Post Implementation Agreement. 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 2020-2021 Work Plan, adopted by the Inyo/LA Technical Group on June 11, 2020, 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 2020-2021 LORP Work Plan and associated \$724,902.83 budget was adopted by the Inyo/LA Technical Group on June 11, 2020, and approved by your Board on June 16, 2020. The County's projected contribution was \$110,440.00 and LADWP's was \$614,462.83. Actual expenditures were \$519,874.31, with the County contributing \$91,679.40 and LADWP \$428,194.91 (Table 1).

The MOU Consultants' charges, paid by the County were \$7,040.00 less than budgeted, so half of that amount (\$3,520.00) will be credited to LADWP. LADWP budgeted \$18,000.00 for a rodent control contract and \$11,900 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 \$6,100.00 difference (\$3,050.00). The total difference in budgeted expenses between the County and LADWP, including reconciled consultant and rodent control costs, divided by the two parties is \$252,481.42. 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 2020-2021 fiscal year.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

As of October 31, 2021, the LORP Credit balance, held by LADWP, after deducting the 2020-2021 LORP expenses of \$252,481.42 and making a 0.7% adjustment based on the April 2020 Los Angeles-Anaheim-Riverside All Urban Consumers Price Index, is \$693,158.54. As of October 31, 2021, the LORP Post-Implementation Trust Account balance, held by the County of Inyo Treasury is \$2,234,321.06. The sum of accounts is \$2,927,479.60 with interest and indexing, is available to fund the County's LORP costs, trust account costs through the term of the Funding Agreement, which sunsets on July 11, 2022.

ATTACHMENTS:

1. Lower Owens River Project Accounting Report 2020-2021

APPROVALS:

| | |
|-----------------|-------------------------------|
| Darcy Ellis | Created/Initiated - 11/4/2021 |
| Darcy Ellis | Approved - 11/4/2021 |
| Laura Piper | Approved - 11/4/2021 |
| John Vallejo | Approved - 11/4/2021 |
| Amy Shepherd | Approved - 11/5/2021 |
| Aaron Steinwand | Final Approval - 11/5/2021 |

Lower Owens River Project 2020-2021 Work Plan Annual Accounting Report

Prepared by Inyo County Water Department
&
Los Angeles Department of Water and Power

October 29, 2021

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 (Post-Implementation Agreement or 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 Lower Owens River Project Work Plan, Budget, and Schedule, 2020-2021 Fiscal Year (2020-2021 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. It also provided a work plan and budget for the professional services of the LORP MOU Consultants.

Background

The Post-Implementation Agreement, which was adopted by the City of Los Angeles Board of Water and Power Commissioners on May 18, 2010, by Resolution 010-323, 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 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.

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 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.

The provisions of the Post-Implementation agreement will terminate July 11, 2022 (PIA Section II.T).

2020-2021 Accounting and Adjustment

The 2020-2021 LORP Work Plan and associated \$724,902.83 Budget was adopted by the Inyo/LA Technical Group on June 11, 2020. The County's projected contribution was \$110,440.00 and LADWP's was \$614,462.83. Actual expenditures were \$519,874.31, with the County contributing \$91,679.40 and LADWP \$428,194.91 (Table 1). The MOU Consultants' charges, paid by the County were \$7,040.00 less than budgeted, so half of that amount (\$3,520.00) will be credited to LADWP. LADWP budgeted \$18,000.00 for a Rodent Control contract and \$11,900 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 \$6,100.00 difference (\$3,050.00). The total difference in budgeted expenses between the County and LADWP, including reconciled consultant and rodent control costs, divided by the two parties is \$252,481.42. 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, 2020-2021 Fiscal Year

| Inyo County | Budgeted Staff Work Days | Actual Staff Work Days | Budgeted Value of Staff Time, Materials, and Equipment | Actual Value of Staff Time, Materials, and Equipment |
|----------------------------|--------------------------|------------------------|--|--|
| Biologic and Water Quality | 8 | 8 | \$0.00 | \$0.00 |
| Mosquito Abatement | - | - | \$30,000.00 | \$18,279.40 |
| MOU Consultant | - | - | \$30,440.00 | \$23,400.00 |
| Noxious Species Control | - | - | \$50,000.00 | \$50,000.00 |
| Adaptive Management | 154 | 150 | \$0.00 | \$0.00 |
| Inyo County Totals | 162 | 158 | \$110,440.00 | \$91,679.40 |

| LADWP | Budgeted Staff Work Days | Actual Staff Work Days | Budgeted Value of Staff Time, Materials, and Equipment | Actual Value of Staff Time, Materials, and Equipment |
|----------------------------|--------------------------|------------------------|--|--|
| Hydrologic Monitoring | - | - | \$70,230.00 | \$61,362.75 |
| Biologic and Water Quality | 8 | 8 | \$0.00 | \$0.00 |
| Operations and Maintenance | - | - | \$496,232.83 | \$336,652.76 |
| Mosquito Abatement | - | - | \$30,000.00 | \$18,279.40 |
| Rodent Control | - | - | \$18,000.00 | \$11,900.00 |
| Adaptive Management | 154 | 166 | \$0.00 | \$0.00 |
| LADWP Totals | 162 | 174 | \$614,462.83 | \$428,194.91 |

| | | | | |
|-----------------------|------------|------------|---------------------|---------------------|
| Combined Total | 324 | 182 | \$724,902.83 | \$519,874.31 |
|-----------------------|------------|------------|---------------------|---------------------|

| | | | | |
|---|--|--|--|-----------------------|
| Credit Adjustment (Inyo expenditures minus LADWP expenditures/2) | | | | (\$252,481.42) |
|---|--|--|--|-----------------------|

Section 1. Budget Summary by Individual Work Group

Operations and Maintenance, LADWP

Maintenance activities consist of cleaning water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, fence repair, and adjustments to flow control structures. Operation activities consist of setting and checking flows. Estimates of the level of effort necessary for maintenance are adjusted as required by Section II.D of the Post-Implementation Agreement, 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 2020-2021 budget also included material and labor costs tied to replacing the Langemann gate at the LORP Intake. The estimated 2020-2021 costs for river corridor and BWMA facilities were \$654,653.63. This figure reduced by the combined CPI-adjusted baseline costs for the river corridor and BWMA facilities is \$496,232.83.

Actual costs for operations and maintenance activities in the LORP in the 2020-2021 fiscal year were \$495,073.56 (Table 2). This amount reduced by the CPI-adjusted baseline costs (Table 3) is \$336,652.76 (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. Although the purchase and replacement of the LORP Intake Langemann Gate were budgeted and planned for the 2020-2021 fiscal year, this work did not occur due to purchasing constraints and staff shortages during the COVID-19 pandemic. This work will be conducted in the 2021-2022 fiscal year.

Hydrologic Monitoring, LADWP

LADWP budgeted a total of \$70,230.00 for hydrologic monitoring in the 2020-2021 fiscal year. The actual cost was \$61,363.00 (Table 4). This work came in under budget because there was no seasonal habitat flow in 2021, therefore requiring no additional labor (current metering) or maintenance this year. Maintenance of river stations was slightly less than budgeted as well.

Biological Monitoring, Inyo County and LADWP

Monitoring, analysis, and report preparation were jointly conducted by the County and LADWP. Eight staff work days were budgeted to each agency to conduct the wetted extent monitoring for the Blackrock Waterfowl Management Area, for a total of 16 people-days. The actual number of people-days spent for this effort was 16 days as budgeted (Table 5). Additional time spent by LADWP and County Staff was related to Adaptive Management and is accounted for in that section.

Range Monitoring

Range monitoring (utilization, range trend monitoring, and irrigated pasture condition scoring) described in the MAMP was conducted by LADWP and is not a shared cost, and was therefore not budgeted for in the 2020-2021 LORP Work Plan and Budget. However, actual people days necessary to conduct this work are shown in Table 6.

Mosquito Abatement

During the 2020-2021 Fiscal Year, \$60,000.00 (split evenly between LADWP and the 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 \$36,558.79 for mosquito abatement activities in the LORP in the 2020-2021 fiscal year, which is \$23,441.21 less than budgeted.

Noxious Weeds

During the 2020-2021 fiscal year, Inyo County paid a total of \$50,000 for Noxious Species Control in the LORP.

LORP MOU Consultants (Inyo County)

Three tasks and travel related costs were described in the 2020-2021 LORP Work Plan and Budget and \$34,440.00 was budgeted for these efforts. The charges for these services totaled \$23,400.00 as shown in Table 7. The \$7,040.00 difference was reconciled by splitting the amount under-budget between the County and LADWP.

Table 2. LORP Operations and Maintenance Summary of Actual Expenditures, 2020-2021 Fiscal Year

| Location/Activity | Total Labor | Total Equip |
|--|---------------------|---------------------|
| River | | |
| Measuring Station Maintenance | \$104.12 | \$27.20 |
| LORP Intake Facility | \$32,703.24 | \$14,731.60 |
| Thibaut Spillgate and Ditch | \$4,483.92 | \$3,889.60 |
| Independence Spillgate and Ditch | \$9,403.20 | \$12,920.00 |
| Locust Spillgate and Ditch | \$3,123.60 | \$7,008.30 |
| Georges Ditch | \$1,687.25 | \$185.95 |
| Alabama Spillgate | \$2,853.20 | \$4,097.20 |
| River Subtotal | \$54,358.53 | \$42,859.85 |
| Blackrock Waterfowl Management Area | | |
| Blackrock Ditch | \$100,142.34 | \$118,828.85 |
| Patrol & Flow Changes (River and BWMA) | \$136,873.59 | \$42,010.40 |
| BWMA Subtotal | \$237,015.93 | \$160,839.25 |
| TOTALS | | |
| River Total | | \$97,218.38 |
| BWMA Total | | \$397,855.18 |
| Total O and M | | \$495,073.56 |
| CPI Adjusted O & M | | \$336,652.76 |

Table 3. LORP Operations and Maintenance Cost Adjustment, 2020-2021 Fiscal Year*

| | River | BWMA | Combined Adj. |
|-----------------------|-------------|-------------|---------------|
| CPI Adjustment | \$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 |

*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)

Table 4. LORP Hydrologic Monitoring, Budgeted vs. Actual Expenditures, 2020-2021 Fiscal Year

| Area or Action | Budgeted Person days | Budgeted Labor Costs | Budgeted Equipment Cost | Total Budgeted Costs | Total Actual Costs |
|---|----------------------|----------------------|-------------------------|----------------------|--------------------|
| HYDRO OPERATIONS AND MAINTENANCE | | | | | |
| River Stations | 32 | \$13,760.00 | \$6,080.00 | \$19,840.00 | \$15,195.76 |
| Seasonal Habitat | 7 | \$3,010.00 | \$280.00 | \$3,290.00 | - |
| Off River Lakes & Ponds | 9 | \$3,870.00 | \$360.00 | \$4,230.00 | \$4,199.27 |
| Flow to Delta | 4 | \$1,720.00 | \$3,160.00 | \$4,880.00 | \$262.92 |
| Blackrock Waterfowl | 10 | \$4,300.00 | \$3,400.00 | \$7,700.00 | \$9,332.09 |
| Reporting Compliance | 7 | \$3,010.00 | \$280.00 | \$3,290.00 | \$2,360.85 |
| ENGINEERING | | | | | |
| Reporting Compliance | 60 | \$27,000.00 | - | \$27,000.00 | \$30,011.86 |
| Total Hydro Budget | | | | \$70,230.00 | \$61,362.75 |

Table 5. LORP Biological and Water Quality, Time Budgeted vs. Actual, 2020-2021 Fiscal Year

| Biological Monitoring | Budgeted | | | Actual | | |
|-------------------------------------|------------|-----------|----------|------------|-----------|----------|
| | Total Days | Inyo Days | LA Days | Total Days | Inyo Days | LA Days |
| Blackrock Waterfowl Management Area | | | | | | |
| Waterfowl Area Acreage | 16 | 8 | 8 | 8 | 8 | 8 |
| Total Person Days on Project | 16 | 8 | 8 | 8 | 8 | 8 |

Table 6. LORP Range Monitoring, Time Budgeted vs. Actual, 2020-2021 Fiscal Year (LADWP Only)

| Task | Budgeted People Days | Actual People Days |
|-----------------------------|---------------------------------|-------------------------------|
| Utilization | 45 | 35 |
| Irrigated Pasture Condition | 5 | 3 |
| Range Trend | 40 | 40 |
| Analysis and Reporting | 20 | 12 |
| Total | 110 | 90 |

Table 7. LORP MOU Consultants, Budgeted vs. Actual Expenditures, 2020-2021 Fiscal Year

| | Budgeted | Actual |
|-------------------|--------------------|--------------------|
| Mark Hill, LLC | \$15,220.00 | \$11,700.00 |
| Platts Consulting | \$15,220.00 | \$11,700.00 |
| | \$30,440.00 | \$23,400.00 |

Section 2. Adaptive Management

LADWP and the County identified a number of adaptive management tasks to complete during the 2020-2021 fiscal year, budgeting a total of 308 people-days, with Inyo County contributing 154 people-days and Los Angeles contributing 154 days. The actual number of people days spent on adaptive management was 316, with 150 people-days contributed by the County, and 166 for LADWP.

Table 8. LORP Adaptive Management, Time Budgeted vs. Actual, 2020-2021 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 | 65 | 25 | 40 | 143 | 64 | 79 |
| Delta Habitat Area avian monitoring | 22 | 9 | 13 | 30 | 9 | 21 |
| Delta Habitat Area remote sensing | 12 | 10 | 2 | 12 | 6 | 6 |
| Indicator Species/Avian Habitat Model | 40 | 15 | 25 | 0 | 0 | 0 |
| Tamarisk beetle study | 10 | 0 | 10 | 10 | 0 | 10 |
| Tree recruitment assessment | 35 | 35 | 0 | 47 | 47 | 0 |
| Migratory bird surveys river | 24 | 10 | 14 | 0 | 0 | 0 |
| Noxious species survey | 100 | 50 | 50 | 74 | 24 | 50 |
| Total Person Days | 308 | 154 | 154 | 316 | 150 | 166 |

Notes:

Migratory bird surveys and development of the Avian Habitat Model were proposed on the Lower Owens River for spring 2021, however ICWD and LADWP Staff were unable to perform these tasks in 2021 due to heavier than expected workload. This work has shifted to the 2021-2022 fiscal year.



County of Inyo



County Administrator

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: November 16, 2021

FROM: County Administrator

SUBJECT: Guidance for Filling Sheriff Vacancy

RECOMMENDED ACTION:

Request Board provide direction to staff regarding how to proceed with filling the unexpired term for the Office of Inyo County Sheriff.

SUMMARY/JUSTIFICATION:

Mr. Jeff Hollowell's last day in office as the Sheriff will be December 15, 2021. While the office of Sheriff is vacant, the Undersheriff can continue to legally perform all of the duties of the Sheriff by virtue of his position. The Board is ultimately required to formally appoint a qualified individual to fill the vacancy in the elected office, and that person will serve for the remainder of Sheriff Hollowell's unexpired term. There is no specific statutory deadline for making that appointment (see Gov't Code section 25304).

Specific options for filling the vacancy include:

Appointing without recruitment

- Simply discuss any known candidate(s) and make a public appointment

Appointing after recruiting

- Seek applications or letters of interest
- Publicly interview applicants, or top applicants
- Make appointment in Open Session

If your Board decides to "recruit" for the position, it is recommended that the recruitment be fast-tracked so that your Board can, in public, interview candidates and make an appointment sooner rather than later. Note that because this is an elected office, the Board is not allowed to discuss the appointment or conduct interviews in closed session per the Brown Act. (That would not prevent a technical panel of non-Board members from conducting private screening interviews of candidates prior to the Board's public interviews if so desired.) The recruitment process could be as simple as soliciting letters of interest from qualified individuals and/or requiring the submittal of a County employment application and resume. Note that any individual selected from outside Inyo

County would be required to become an Inyo County resident and registered voter per the requirements for holding an elected county office.

Staff awaits your Board's direction.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to provide direction. This is not recommended due to the need to provide stability and structure in the office until a new Sheriff is elected and takes office.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Administration will work with the Sheriff's Office to ensure there are sufficient funds in the budget to cover whichever option your Board may choose.

ATTACHMENTS:

APPROVALS:

| | |
|----------------|-------------------------------|
| Darcy Ellis | Created/Initiated - 11/9/2021 |
| Sue Dishion | Approved - 11/10/2021 |
| Leslie Chapman | Approved - 11/12/2021 |
| John Vallejo | Final Approval - 11/12/2021 |



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Supervisor Roeser

SUBJECT: Support of Caltrans' Wildlife Crossing Project Grant Application

RECOMMENDED ACTION:

Request Board: A) approve a letter supporting Caltrans District 9's Proposition 68 grant submittal for the Mammoth 395 Wildlife Crossing Project, and authorize the Chairperson to sign; and B) authorize the Inyo Fish & Wildlife Commission to send a similar letter.

SUMMARY/JUSTIFICATION:

Caltrans District 9 is applying for a grant through the Wildlife Conservation Board's Wildlife Corridor and Fish Passage Program to fund the planning phase of the Mammoth 395 Wildlife Crossing project, which would develop a wildlife crossing corridor with the objective of reducing Wildlife Vehicle Collisions (WVCs) on U.S. 395 in Mono County.

This corridor outside Mammoth Lakes is a high-concentration area for WVCs, primarily involving mule deer. It is also considered to be a high priority corridor by the Bureau of Land Management and National Fish and Wildlife Foundation in the California State Action Plan for Mule Deer (USDI S.O. 3362), as well as in the California Department of Fish and Wildlife's Wildlife Barriers Priority List and the California Essential Habitat Connectivity report.

Numerous case studies show that wildlife crossings and other mitigation efforts are effective means toward decreasing wildlife mortality and increasing habitat connectivity.

The Board of Supervisors, as well as the Inyo Fish & Wildlife Commission, have supported earlier iterations of this project.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may direct staff to edit the letter or decline to approve it altogether.

OTHER AGENCY INVOLVEMENT:

Caltrans District 9

FINANCING:

N/A

ATTACHMENTS:

1. Letter of Support Caltrans Wildlife Corridor Grant

APPROVALS:

Darcy Ellis

Created/Initiated - 11/8/2021

Darcy Ellis

Final Approval - 11/8/2021



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

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DARCY ELLIS
Assistant Clerk of the Board

Wildlife Conservation Board
Executive Director
John P. Donnelly
P.O. Box 944209
Sacramento, CA 94244-2090
(916) 445-0137

RE: Caltrans District 9 Proposition 68 grant submittal for the Mammoth 395 Wildlife Crossing Project

Dear Mr. Donnelly,

The Inyo County Board of Supervisors strongly supports the California Department of Transportation (Caltrans) District 9 application for project funding through the Wildlife Conservation Board's Wildlife Corridor and Fish Passage Program. Caltrans District 9 is seeking funding for the planning phase of the Mammoth 395 Wildlife Crossing project, which would develop a wildlife crossing corridor with the objective of reducing Wildlife Vehicle Collisions (WVCs) on United States Route 395 in Mono County, California.

This corridor outside Mammoth Lakes is a high concentration area for WVCs, primarily involving mule deer, and is considered to be a high priority corridor by the Bureau of Land Management and National Fish and Wildlife Foundation in the California State Action Plan for Mule Deer (USDI S.O. 3362). This area is also included in the CDFW Wildlife Barriers Priority List and the California Essential Habitat Connectivity report as a priority area to address wildlife connectivity in California. This project has garnered widespread support and is a collaboration between many state, federal, local, and non-profit groups and agencies that make up the Eastern Sierra Wildlife Stewardship Team.

Caltrans is requesting \$914,000 of the \$1,085,000 total project cost to complete environmental planning documents for Concept 5 of the project; this would address the two highest WVC hot spots in this area and the Eastern Sierra. We fully support Caltrans' efforts to complete planning documents necessary to move toward implementation of this project. This project fully meets the program priorities and solicitation focus for the Wildlife Corridor and Fish Passage Program as outlined on the Wildlife Conservation Board's guidance.

The areas adjacent to these roadways host significant wildlife habitat, supporting populations of resident and migratory species, including the threatened bi-state sage grouse, and play an especially critical role for migrating mule deer in the spring and fall. In 2016, Caltrans District 9 completed a feasibility study for wildlife-vehicle collision reduction in Mono County, and this study makes clear that the proposed project area needs mitigation efforts in order to reduce deer mortality on these roadways:

"The seven mile stretch of US Highway 395, from Crowley Lake Dr. to the junction with SR 203, accounts for more than double the number of deceased deer removed by Caltrans Maintenance forces compared to any other seven mile stretch of US 395 within District 9 and accounts for 43% of reported collisions for this area of US 395. This seven mile stretch of highway also contains the largest hotspot, or a specific location of concentrated WVCs, within the district..."

As your agency is no doubt aware, numerous case studies show that wildlife crossings and other mitigation efforts are effective means toward decreasing wildlife mortality and increasing habitat connectivity. If awarded, funding will also allow Caltrans and their partners to continue to seek additional State and Federal funding to support completion of subsequent project development phases as well as the full implementation of this important project.

We look forward to working with Caltrans and our partners during the planning and implementation phases of this project, and respectfully request the Wildlife Conservation Board's consideration of this funding request.

Sincerely,

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors



County of Inyo



County Administrator - Economic Development

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: November 16, 2021

FROM: Miquela Beall

SUBJECT: Presentation on the Eastern Sierra Small Business Resource Center Project

RECOMMENDED ACTION:

Request Board: A) conduct workshop on the Eastern Sierra Small Business Resource Center Project including information on how the project came to fruition, status of the physical space, the community stakeholder workgroup, the business and operation plan, and launch of the center; and B) provide any follow-up direction to staff as necessary.

SUMMARY/JUSTIFICATION:

Staff will conduct a workshop on the Eastern Sierra Small Business Resource Center Project including information on how the project came to fruition, status of the physical space, the community stakeholder workgroup, the business and operation plan, and launch of the center. The Board will be asked to provide any follow-up direction to staff as necessary.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Eastern Sierra Small Business Resource Center Presentation

APPROVALS:

Miquela Beall

Created/Initiated - 11/10/2021

Darcy Ellis
Leslie Chapman
Miquela Beall
John Vallejo

Approved - 11/10/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021

**EASTERN SIERRA
SMALL BUSINESS
RESOURCE
CENTER**



WHAT IS AN SBRC?

“Program designed to deliver up-to-date counseling, training, and technical assistance in all aspects of small business management.

Services include, but are not limited to, assisting small businesses with financial, marketing, production, organization, engineering and technical problems and feasibility studies.”

WHAT IS THE ESSBRC?

○ Regional Hub

- ESSBRC to become hub for access to resources for business.
- Leverage consistent and visible presence
- Provide access and information for Finance options including grants, loans and investment

○ Advocate

- For Inyo County businesses and economic opportunity

○ One Stop Shop

- For workforce and business development through mapping customer(s) journey, coordinating resource providers in the journey and consistent promotion (front face) and use of navigators.

HISTORY

- Long standing vision of Inyo County Board and Administration:

To provide businesses the support and resources they need to start, grow and thrive; thereby adding living-wage jobs for Inyo County citizens

- Inyo County budget appropriations have been and continue to be approved for rent and improvements for a physical building in Bishop.

HISTORY (CONT.)

○ 2019 Workshop

- Inyo County hosted an all day, Small Business Resource Center strategic planning workshop with the goals of establishing priorities, goals, and a strategy for implementation.

○ Workgroup

- The ESSBRC Workgroup was established with members from Inyo County, City of Bishop, Chamber of Commerce, County Superintendent of Schools, Cerro Coso Community College, Sierra Business Council, CSU Bakersfield SBDC, and north and south county business owners.

WHERE WE ARE NOW- BUILDING

○ Priorities

- Utilize an empty Main St. store front that has been empty for a while
- Big enough for private meeting spaces, training room & conference space.

○ With the help of City of Bishop staff the County was able to secure 269 N. Main Street (formerly the Sierra Crafters Mall)

○ Building upgrades and remodel

- A sub-committee of local design and artistic experts is working on layout and design
- Once the plan is finalized, the building owner will begin the remodel

WHERE WE ARE NOW-BUILDING

- Internet and network capability
 - IS Director has been working with Inyo Networks to get fast internet to the site.

- Federal Budget Earmark – Funding Update
 - The County has requested a Federal Budget Earmark for broadband connection to the Digital 395 backbone, high quality technical equipment and furniture and fixtures.
 - The request is supported by both Senators Feinstein and Padilla and is advancing as part of the budget bill.
 - While this funding request could still be cut from the budget bill, we remain optimistic.

WHERE WE ARE NOW-BUSINESS PLAN

- In 2020 the County was able to secure a USDA Rural Business Grant to develop a Comprehensive Business Plan for the ESSBRC
- RFP submission period ended in April 2021. Deliverables included:
 - 5-year Business Plan
 - Operating and Financing Plan
 - Marketing and Communications Plan
 - Long-term plan to expand to a business incubator/accelerator
- AccompanyCo was the selected and awarded the project.

ACCOMPANY CO

- AccompanyCo is a Colorado-based economic development firm focused on startup ecosystems and infrastructure projects to support those ecosystems.
- Founded by Thea Chase with over 25 years of broad expertise in the areas of economic and business development
- AccompanyCo is partnering with RPI Consulting on our project. RPI has spent over 20 years providing economic planning to small towns and rural communities in the interior West.

WHERE WE ARE NOW-BUSINESS PLAN

- The AccompanyCo. team has made 3 visits to Inyo County
 - 2 visits to conduct in-person interviews with local business owners and other stakeholders
 - 1 to meet with the full work group to review the draft
- The AC Team has provided the group with drafts of:
 - Inyo County Business Portfolio Assessment, cluster identification and growth prospects
 - Ecosystem Report which summarizes the condition, gaps, opportunities and recommendations for improvement to the ecosystem to support entrepreneurs and small businesses
 - Goals and Objectives for the next 5 years including KPIs, outcome measurements, and product/service plan

WHAT'S COMING NEXT

- The Business Plan and accompanying deliverables will be complete by **12/31/2021**.
 - Operating Plan
 - Staffing Plan
 - Financial Plan
 - Plan for long term expansion

- The team is actively looking for grants and financing opportunities
 - GO-BIZ
 - CERF
 - TFG

WHAT'S COMING NEXT

- Regional Partners
- Remodel of the building
- Open in the ESSBRC in mid 2022

THANK YOU!!

QUESTIONS?



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Leslie Chapman

SUBJECT: Business Resource Center

RECOMMENDED ACTION:

Request Board approve the lease agreement between the County of Inyo and SSW19, LLC of Bishop, CA, for the real property described as 269 Main Street, Bishop, California 93514, in an amount not to initially exceed \$3,000 per month for the period of December 1, 2021 through November 30, 2031, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This lease represents another step in the realization of a small business resource center (Center) to serve Inyo County. This has been a long-standing vision of the Board of Supervisors and County Administration. The vision for the Center is to provide businesses with the support and resources they need to start, grow and thrive, thereby adding living-wage jobs for Inyo County citizens. In October, 2019, the County hosted a planning workshop to begin to develop the vision for the Center. Representatives from the Small Business Development Center in Truckee, CA, facilitated the meeting, which was well attended by many stakeholders of the project.

The next step was to prepare a comprehensive business plan, so in March of 2020, we applied for and were awarded a Small Business Development Grant from the USDA. The contract was awarded to AccompanyCo and the plan, which is expected to be completed by the end of December, 2021, will provide 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.

In December, 2020, we were introduced to an Opportunity Zone investor who was interested in purchasing a building and financing improvements in an amount up to the market value of the building, in accordance with opportunity zone requirements. Staff identified the building at 269 Main St. in Bishop that has been empty for decades. Then your Board approved a letter of intent to enter into a long-term lease with SSW19, LLC of Bishop, CA. that was issued on December 8, 2020. Subsequently, your Board approved funding for lease payments in the 2021-22 budget. The investor requires a 10-year lease in order to realize the benefits of the opportunity zone and Inyo County will enjoy the benefits of a stable physical presence for the Center, along with a market rate lease. Preparations for the Center are proceeding and the facility is expected to open by mid 2022.

Consequently, staff recommends approving the lease for the property at 269 Main St. for the Eastern Sierra Small Business Resource Center.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could direct staff to negotiate different terms for the lease agreement. This option is not recommended as this lease agreement is the product of extensive negotiations between the County and the property owner.

Your Board could not enter into this lease agreement. This alternative is not recommended as it would deprive the County of this valuable public resource your Board previously directed the County to pursue.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Lease payments are included in 2021-22 Board Approved Economic Development budget.

ATTACHMENTS:

1. Lease Agreement Inyo County
2. Attachment C to Lease Agreement

APPROVALS:

John Vallejo
Darcy Ellis
Leslie Chapman
Amy Shepherd

Created/Initiated - 10/28/2021
Approved - 10/28/2021
Approved - 11/12/2021
Final Approval - 11/12/2021

LEASE

THIS LEASE ("**Lease**") is made between SSW19, LLC, a California limited liability company ("**Landlord**"), and the County of Inyo, a political subdivision of the State of California ("**Tenant**"), dated as of December 1, 2021, for reference purposes only.

BASIC LEASE INFORMATION

PREMISES: The property identified in Exhibit C, including without limitation the buildings, land and common areas located at 269 Main Street, Bishop, California 93514, and the landscaping, parking facilities and other improvements and appurtenances related thereto.

PERMITTED USE: The Premises shall be used by Tenant solely for office purposes, and such related, ancillary uses in connection with the foregoing as necessary to conduct the normal business of the County of Inyo, and for no other use or purpose without the prior written consent of Landlord.

COMMENCEMENT DATE: Upon substantial completion of Landlord Improvements (see Exhibit D) or December 1, 2021, whichever is sooner.

INITIAL TERM: One Hundred Twenty (120) months

BASE RENT:

| Months | Base Rent (per month) |
|---------|-----------------------|
| 1-12 | \$ 3,000.00 |
| 13-24 | \$ 3,000.00 |
| 25-36 | \$ 3,000.00 |
| 37-48 | \$ 3,045.00 |
| 49-60 | \$ 3,090.67 |
| 61-72 | \$ 3,137.04 |
| 73-84 | \$ 3,184.09 |
| 85-96 | \$ 3,231.85 |
| 97-108 | \$ 3,280.33 |
| 109-120 | \$ 3,329.53 |

FIRST MONTH'S PRE-PAID RENT: \$3,000 due upon Lease execution.

SECURITY DEPOSIT: \$3,329.53

BROKERS: None.

ADDRESSES FOR NOTICES:

To: Tenant

County Administrative Office
P.O. Drawer N
Independence, CA 93526
Bishop, CA 93514
Telephone (760) 878-0460
Email: dellis@inyocounty.us

To: Landlord

SSW19, LLC
Attn: Sam Walker
3071A W. Line St.
Bishop, CA 93514
Telephone: (760) 914-2484
Email: mammothbrew@earthlink.net

IN WITNESS WHEREOF, the parties hereto have executed this Lease, consisting of the foregoing Basic Lease Information, the following Standard Lease Provisions consisting of **Paragraphs 1 through 23** (the “**Standard Lease Provisions**”) and **Exhibits A (Insurance), B (Rules and Regulations), C (Depiction of Premises), and D (Landlord Improvements)**, all of which are incorporated herein by this reference (collectively, this “**Lease**”). In the event of any conflict between the provisions of the Basic Lease Information and the provisions of the Standard Lease Provisions, the Standard Lease Provisions shall control.

"Landlord"

SSW19, LLC, a California limited liability company

By: _____
Name: Sam Walker, Manager

Date:

"Tenant"

County of Inyo

By: _____
Name: Jeff Griffiths, Chair
Board of Supervisors

Date:

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

STANDARD LEASE PROVISIONS

1. Premises.

1.1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, those certain premises (the "**Premises**") described in the Basic Lease Information, whose street address is as shown in the Basic Lease Information and contains improvements and appurtenances. However, Landlord reserves the right to preserve the condition and value of the Premises, including without limitation to (a) prevent the use of the Premises by unauthorized persons; (b) temporarily close any portion of the Premises for repairs, improvements or alterations, to prevent dedication or an easement by prescription; (c) renovate, upgrade or change the shape and size of the Premises or add improvements to the Premises including, without limitation, parking areas, roadways and curb cuts, and (d) to construct buildings on the Premises, so long as such closures and/or changes to the Premises do not unreasonably interfere with Tenant's use of the Premises.

1.2. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that as of the date of this Lease, the Premises has not undergone inspection by a "Certified Access Specialist" ("CASp") to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code Section 55.53. Landlord hereby discloses pursuant to California Civil Code Section 1938 as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Landlord and Tenant hereby acknowledge and agree that in the event that a party elects to perform a CASp inspection of the Premises hereunder, such CASp inspection shall be performed at that party's sole cost and expense and the party obtaining the inspection shall be solely responsible for the cost of any repairs, upgrades, alterations and/or modifications to the Premises necessary to correct any such violations of construction-related accessibility standards identified by such CASp inspection as required by applicable laws, which repairs, upgrades, alterations and/or modifications may, at Landlord's option following any inspection obtained by Tenant, be performed by Landlord at Tenant's expense, payable as additional rent within ten (10) days following Landlord's demand. Otherwise, the responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards shall be governed by the terms of the Lease. Notwithstanding the foregoing, this paragraph does not excuse the Landlord from its duty to ensure that the Landlord Improvements are constructed in compliance with the Americans With Disabilities Act and other applicable accessibility standards.

2. Term.

2.1. Unless earlier terminated in accordance with the provisions hereof, the term of this Lease (the "**Term**") shall be as set forth in the Basic Lease Information; provided, however, in the event the Term Commencement Date (defined below) occurs on a date other than the first day of a calendar month, there shall be added to the Term the partial month ("**Partial Lease Month**") from the Term Commencement Date to (but not including) the first day of the calendar month following the Term Commencement Date.

2.2. Subject to the provisions of this Paragraph 2, the Term shall commence upon the Commencement Date set forth in the Basic Lease Information (the "**Term Commencement Date**"). In the event the Term Commencement Date is delayed or otherwise does not occur on the Commencement Date specified in the Basic Lease Information, this Lease shall not be void or voidable, the Term shall not be extended, and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom; provided that Tenant shall not be liable for any Rent (defined below) for any period prior to the Term Commencement Date except as may otherwise be provided in this Lease. This Lease shall be a binding contractual obligation effective upon execution hereof by Landlord and Tenant ("**Effective Date**"), notwithstanding any later commencement of the Term.

2.3. Landlord may deliver to Tenant written notice for Tenant's acknowledgment and confirmation of the Term Commencement Date, but Tenant's failure or refusal to do so shall not negate Tenant's acceptance of the Premises or affect determination of the Term Commencement Date.

2.4. So long as no Event of Default exists, Tenant shall have the right to extend the Term of this Lease for two (2) additional, consecutive five (5) year periods upon Tenant delivering written notice of its election to exercise such option(s) no less than six (6) months prior to the expiration of the Term (as may be extended hereby). Upon such exercise, all of the terms

and conditions of this Lease shall continue during the Extension Term, except the Base Rent shall be increased by two percent (2%) of the Base Rent then in effect, which amount shall increase by two percent (2%) on each anniversary thereafter. All other terms and conditions of this Lease, other than with respect to the Base Rent pursuant to Paragraph 3.1 below, shall remain in full force and effect during such extensions.

2.5. 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 prior to the commencement of Landlord's construction of the Landlord Improvements only, County has the option to cancel this Agreement, or any of its terms within one hundred eighty (180) days of its notifying Landlord of the cancellation, reduction, or modification of available funding.

3. Rent.

3.1. Subject to the provisions of this Paragraph 3.1, Tenant agrees to pay during the Term as Base Rent for the Premises the sums specified in the Basic Lease Information ("**Base Rent**"). Landlord and Tenant acknowledge and agree that the calculation of Base Rent is not tied to the rentable square feet and is not subject to adjustment should the actual size be determined to be different. Tenant is not relying on any representation as to the size of the Premises made by Landlord, and the rentable square feet of the Premises is not material to Tenant's decision to lease the Premises.

3.2. On the third anniversary of the Lease Commencement Date, and every year thereafter, Base Rent shall be increased in accordance with the sums and rates specified in the Basic Lease Information. Tenant shall pay this amount, together with the monthly rent next becoming due under this Lease, and shall thereafter pay the monthly rent due under this Lease at this increased rate, which shall constitute Base Rent. Landlord's failure to demand the adjusted Base Rent shall not be considered a waiver of Landlord's rights to adjust the monthly Base Rent due, nor shall it affect Tenant's obligations to pay the increased Base Rent.

3.3. Except as expressly provided to the contrary herein, Base Rent shall be payable in equal consecutive monthly installments, in advance, without demand, deduction or offset, commencing on the Term Commencement Date and continuing on the first day of each calendar month thereafter. However, the first full monthly installment of Base Rent shall be payable upon Tenant's execution of this Lease. If the Term Commencement Date is a day other than the first day of a calendar month, then the Rent for the Partial Lease Month (the "**Partial Lease Month Rent**") shall be prorated based on a month of 30 days. The Partial Lease Month Rent shall be payable by Tenant on the first day of the calendar month next succeeding the Term Commencement Date. Base Rent, all forms of additional rent payable hereunder by Tenant and all other amounts, fees, payments or charges payable hereunder by Tenant (collectively, "**Additional Rent**") shall (i) each constitute rent payable hereunder (and shall sometimes collectively be referred to herein as "**Rent**"), (ii) be payable to Landlord in lawful money of the United States when due without any prior demand therefor, except as may be expressly provided to the contrary herein, and (iii) be payable to Landlord at Landlord's address set forth in the Basic Lease Information or to such other person or to such other place as Landlord may from time to time designate in writing to Tenant. Any Rent or other amounts payable to Landlord by Tenant hereunder for any fractional month shall be prorated based on a month of 30 days.

4. **Delinquent Payment; Handling Charges.** In the event Tenant is more than ten (10) days late in paying any amount of Rent or any other payment due under this Lease, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the delinquent amount, or \$250.00, whichever amount is greater. In addition, any amount due from Tenant to Landlord hereunder which is not paid within ten (10) days of the date due shall bear interest at an annual rate (the "**Default Rate**") equal to ten percent (10%) from the date the payment was due. Landlord and Tenant agree that this late charge represents a reasonable estimate of the costs and expenses Landlord will incur and is fair compensation to Landlord for its loss suffered by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. All bank service charges resulting from any bad checks shall be borne by Tenant. The minimum charge for each occurrence of insufficient funds shall an amount equal to Fifty and 00/100 Dollars (\$50.00).

5. **Security Deposit.** Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord the amount of Security Deposit (the "**Security Deposit**") specified in the Basic Lease Information, which shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon a default by Tenant or an Event of Default (defined below). If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit (a) for the payment of any Rent or any other sum in default, (b) for the payment of any other amount which Landlord may spend or become obligated to spend by reason of such default by Tenant, and (c) to compensate Landlord for any other loss or damage which Landlord may suffer by reason of such default by Tenant. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) days after demand therefor by Landlord, deposit with Landlord cash in an amount sufficient to restore the Security Deposit to the amount required to be maintained by Tenant hereunder. Following expiration or the sooner termination of this Lease Landlord shall return to Tenant any remaining portion of the Security Deposit within sixty

(60) days after the Landlord receives possession of the Premises. The Security Deposit may be commingled by Landlord with Landlord's other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises, then Landlord may assign the Security Deposit to the transferee and thereafter Landlord shall have no further liability or obligation for the return of the Security Deposit.

6. Utility Services, Taxes and Operating Costs.

6.1. Landlord and Tenant acknowledge and agree that the Landlord Improvements shall include a heating, ventilation, and air cooling system (“**HVAC**”) sufficient to provide commercially reasonable heating and air conditioning services in the interior of the Premises. At all times during the Term, (a) Tenant shall be responsible for day-to-day, routine maintenance of the HVAC and (b) Landlord shall be responsible for major repairs and replacements of the HVAC, subject to reimbursement by Tenant of (i) any damage caused by, or repairs and replacements required due to the acts of, Tenant or the Tenant Parties (including without limitation Tenant’s failure to adequately perform routine maintenance as required in Paragraph 6.1(a), and (ii) the amortized portion of any costs incurred by Landlord pursuant to this Section 6.1(b) (amortized over the useful life of the HVAC), which costs shall be billed annually by Landlord. Notwithstanding the foregoing, Landlord shall have no responsibility for maintenance of the HVAC unless Tenant obtains and delivers proof thereof to Landlord, at Tenant’s sole cost and expense, a contract for routine, annual maintenance of the HVAC as reasonably approved by Landlord if Tenant utilizes a third party contractor for such work. If Tenant performs such work in-house, Tenant shall maintain records of such annual maintenance and make same reasonably available to Landlord upon Landlord’s request.

6.2. Tenant shall contract for and pay directly when due for all water, gas, light, power, telephone, sewer, sprinkler charges, cleaning, waste disposal, and other utilities and services (the “**Services**”) Tenant chooses to use on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Following delivery of the Premises and completion of the Landlord Improvements, in no case shall the unavailability of any Service (or any diminution in the quality or quantity thereof) or any interference in Tenant's business operations within the Premises due to the unavailability of any Service render Landlord liable to Tenant or any person using or occupying the Premises under or through Tenant (including, without limitation, any contractor, employee, agent, invitee or visitor of Tenant) (each, a “**Tenant Party**”) for any damages of any nature whatsoever caused thereby, constitute a constructive eviction of Tenant, constitute a breach of any implied warranty by Landlord, or entitle Tenant to any abatement of Tenant's rental obligations hereunder, unless due to the gross negligence or intentional misconduct by Landlord or its agents. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to an interruption, failure or inability to provide any services.

6.3. Landlord shall pay all real property taxes applicable to the Premises (“**Real Property Taxes**”). Tenant shall cooperate with Landlord at Landlord’s reasonable expense to obtain any and all available property tax credits, deductions, reductions or other incentives, including without limitation, applying at Landlord’s request, for any tax reductions based on Tenant’s status as a public or quasi-public entity. Tenant has made no representations regarding the availability of any such tax reductions or any other special treatment of this Lease or any benefits to Landlord based on Tenant’s status as a public entity.

6.4. Tenant shall pay prior to delinquency all taxes assessed against and levied upon all personal property of Tenant contained in the Premises or elsewhere. When possible, Tenant shall cause its trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.

6.5. In addition to all other amounts set forth herein, Tenant shall pay to Landlord, as additional rent within thirty (30) days following demand from Landlord, all Operating Costs in any calendar year or portion thereof during the Term. The term “Operating Costs” shall mean all costs and expenses actually incurred by Landlord in connection with the Premises, other than with respect to the Landlord Improvements, Real Property Taxes, Landlord’s Insurance, voluntary capital expenditures incurred by Landlord not required for the maintenance or preservation of the Premises, and Landlord’s maintenance obligations pursuant to Paragraph 7.2 below.

7. Improvements, Alterations, Repairs and Maintenance, Entry.

7.1. Improvements; Alterations. Except as expressly set forth in Exhibit D, any alterations, additions, deletions, modifications or utility installations in, of or to the improvements at the Premises (collectively, “**Alterations**”) shall be installed at Tenant's expense and only in accordance with detailed plans and specifications, construction methods, and all appropriate permits and licenses, all of which have been previously submitted to and approved in writing by Landlord, and by a professionally qualified and licensed contractor and subcontractors reasonably approved by Landlord. Except as expressly set forth herein, no Alterations in or to the Premises may be made without (a) Landlord's prior written consent and (b) compliance with such requirements and construction regulations concerning such Alterations as Landlord may impose from time to time. Landlord will not be deemed to unreasonably withhold its consent to any Alteration that violates Regulations (hereinafter

defined), may affect or be incompatible with the building's structure or its HVAC, plumbing, life-safety, electrical, mechanical or other basic systems, or the appearance of the Premises. All Alterations made in or upon the Premises shall at Landlord's option, either be removed by Tenant at Tenant's sole expense prior to the end of the Term (and Tenant shall restore the portion of the Premises affected to its condition existing immediately prior to such Alteration), or shall remain on the Premises at the end of the Term. All Alterations shall be constructed, maintained, insured and used by Tenant, at its risk and expense, in a first-class, good and workmanlike manner, and in accordance with all Regulations (hereinafter defined). At least ten (10) days before beginning construction of any Alteration, Tenant shall give Landlord written notice of the expected commencement date of that construction to permit Landlord to post and record a notice of non-responsibility. Upon substantial completion of construction, if the law so provides, Tenant shall promptly cause a notice of completion to be recorded in the office of the recorder of the county in which the Premises is located. Notwithstanding anything to the contrary, Tenant shall be permitted to complete, without Landlord's prior written consent, cosmetic or non-structural Alterations with a value less than \$5,000 that Tenant determines are reasonably necessary for Tenant's use and enjoyment of the Premises.

7.2. Repairs and Maintenance. During the Term, and except for any damage caused by, or repairs and replacements required due to the acts of, Tenant or the Tenant Parties, (a) Landlord shall maintain (including repairs and replacements as necessary), the roof, foundation, plumbing, pipes, and structural portions of the Premises in good working order and condition, and (b) Tenant shall maintain all other aspects of the Premises in a first class, clean, safe and good working order and condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Tenant's obligations hereunder shall include, but not be limited to, Tenant's trade fixtures and equipment, ceilings, interior walls, entrances, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass, light fixtures and bulbs, keys and locks, fire extinguishers, and equipment which serves the Premises, whether located within or outside the Premises. All replacements shall be of a quality equal to or exceeding that of the original. Tenant shall also at Landlord's option perform or reimburse Landlord for any repairs, maintenance and replacements to areas outside the Premises caused as a result of moving any furniture, fixtures, or other property to or from the Premises, or otherwise caused by Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors. Any repairs or other work by Tenant hereunder shall be performed in accordance with all the terms and requirements of this Lease.

7.3. Landlord Right to Repair. Landlord may, but is not required to, make any repairs which Tenant is obligated to make pursuant to the terms of this Lease, upon which Tenant shall pay the cost of such repairs, to Landlord, as Additional Rent, promptly upon receipt of a bill from Landlord for same. If said bill is valid but not paid in full within 60 days Tenant shall be liable to pay interest for the outstanding cost at the rate of ten percent (10%) per annum.

7.4. Landlord Entry. Landlord reserves the right, personally or by its duly authorized agents, subject to applicable Regulations, to enter upon the Premises at all reasonable times during Tenant's business hours, and without unreasonably interfering with Tenant's use or enjoyment of the Premises, for the purpose of: (a) inspecting the condition of the Premises; (b) showing the Premises to prospective purchasers or encumbrancers, or in the last twelve (12) months of the term, to tenants; (c) making repairs which Landlord is obligated or deems it necessary to make or otherwise exercising Landlord's rights hereunder; and (d) at any time in the event of emergency. Except to the extent of Landlord's gross negligence or willful misconduct, Tenant hereby waives any claim for damages for any injury or any inconvenience to or interference with Tenant's business and any loss of occupancy.

7.5. Mechanic's Liens. Tenant shall not cause, suffer or permit any mechanic's or materialman's lien, claim, or stop notice to be filed or asserted against the Premises or any funds of Landlord for any work performed, materials furnished, or obligation incurred by or at the request of Tenant or any Tenant Party. If any such lien, claim or notice is filed or asserted, then Tenant shall, within thirty (30) days after Landlord has delivered notice of the same to Tenant, either (a) pay and satisfy in full the amount of (and eliminate of record) the lien, claim or notice or (b) diligently contest the same and deliver to Landlord a bond or other security therefor in substance and amount (and issued by an issuer) satisfactory to Landlord.

8. Use.

8.1. Permitted Use. Tenant shall continuously occupy and use the Premises only for the Permitted Use stated in the Basic Lease Information (the "**Permitted Use**") and shall not create or permit any nuisance or unreasonable interference with or disturbance of any other tenants of Landlord, or create any parking density with respect to Tenant or any Tenant Party at the Premises greater than that specified in the Basic Lease Information. Tenant shall at its sole cost and expense comply with all existing or future applicable municipal, state and federal and other governmental statutes, rules, requirements, regulations, laws and ordinances, including zoning ordinances and regulations, and covenants, easements and restrictions of record governing and relating to the use, occupancy or possession of the Premises, or to the use, storage, generation or disposal of Hazardous Materials (hereinafter defined) (collectively "**Regulations**"). Should any Regulation now or hereafter be imposed on Tenant or Landlord by any governmental body relating to the use or occupancy of the Premises by Tenant or any Tenant Party or concerning occupational, health or safety standards for employers, employees, or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such Regulations.

8.2. Hazardous Materials.

8.2.1. General Restrictions. Tenant shall conduct its business and shall cause each Tenant Party to act in such a manner as to (a) not release or permit the release of any Hazardous Material in, under, on or about the Premises in violation of applicable Regulations, or (b) not use, store, generate, treat, discharge, disperse, handle, manufacture, transport or dispose of (collectively, "**Handle**") any Hazardous Materials (other than incidental amounts of customary cleaning and office supplies) in or about the Premises in violation of applicable Regulations, without the prior written consent of Landlord, which consent Landlord may withhold in its reasonable discretion ("**Hazardous Materials Consent Requirements**"). "**Hazardous Material**" means any hazardous, explosive, radioactive or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or agency, including, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any Regulation, (ii) petroleum or petroleum derivative, (iii) a flammable explosive, (iv) a radioactive material or waste, (v) a polychlorinated biphenyl, (vi) asbestos or asbestos containing material, (vii) infectious waste or mold, or (viii) a carcinogen.

8.2.2. Required Disclosures. Within fifteen days of a written request by Landlord (each such date is hereinafter referred to as a "**Disclosure Date**"), Tenant shall disclose to Landlord in writing the names and amounts of all Hazardous Materials, or any combination thereof, which were Handled on, in, under or about the Premises for the twelve (12) month period prior to such Disclosure Date, or which Tenant intends to Handle on, under or about the Premises during the twelve (12) month period following the Disclosure Date.

8.2.3. Additional Obligations. If any Hazardous Materials shall be released into the environment comprising or surrounding the Premises in connection with the acts, omissions or operations of Tenant or any Tenant Party, Tenant shall at its sole expense promptly prepare a remediation plan therefor consistent with applicable Regulations and recommended industry practices (and approved by Landlord and all governmental agencies having jurisdiction) to fully remediate such release, and thereafter shall prosecute the remediation plan so approved to completion with all reasonable diligence and to the satisfaction of Landlord and applicable governmental agencies. If any Hazardous Materials are Handled in, under, on or about the Premises during the Term, or if Landlord determines in good faith that any release of any Hazardous Material or violation of Hazardous Materials Regulations may have occurred in, on, under or about the Premises during the Term, Landlord may require Tenant to, at Tenant's sole expense, (i) retain a qualified environmental consultant reasonably satisfactory to Landlord to conduct a reasonable investigation (an "**Environmental Assessment**") of a nature and scope reasonably approved in writing in advance by Landlord with respect to the existence of any Hazardous Materials in, on, under or about the Premises and providing a review of all Hazardous Materials activities of Tenant and the Tenant Parties, and (ii) provide to Landlord a reasonably detailed, written report, prepared in accordance with the institutional real estate standards, of the Environmental Assessment.

8.3. Equipment. Tenant shall install in the Premises only such equipment as is customary for Tenant's Permitted Use and shall not overload the floors or electrical circuits of the Premises or alter the plumbing or wiring of the Premises. All telecommunications equipment, conduit, cables and wiring, additional dedicated circuits and any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense and, upon expiration or termination of the Lease at Landlord's written request shall be removed by Tenant at Tenant's sole cost and expense. Tenant shall have no right to install any equipment on or through the roof of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld.

8.4. Encumbrances. Prior to the Term Commencement Date, Landlord shall deliver to Tenant a copy of Landlord's most recent preliminary title report or title insurance policy, showing all encumbrances and exceptions thereto ("**Encumbrances**") together with copies of such referenced documents to the extent available to Landlord. Tenant acknowledges and agrees that Tenant's use and occupancy of the Premises pursuant to this Lease shall at all times be subject to

any such Encumbrances and all future Encumbrances; provided, however, that Landlord shall not voluntarily enter into any Encumbrances which will unreasonably interfere with Tenant's use of the Premises for the Permitted Use. Tenant acknowledges and agrees that Tenant shall at all times comply with them, including without limitation any and all requirements with respect to use, maintenance, alteration, restoration and assessments. Tenant shall indemnify, defend, and hold Landlord harmless from any and all violations of any Encumbrances by Tenant or the Tenant Parties.

9. Assignment and Subletting.

9.1. Transfers; Consent. Tenant shall not, without the prior written consent of Landlord, (a) assign, transfer, mortgage, hypothecate, or encumber this Lease or any estate or interest herein, whether directly, indirectly or by operation of law, (b) sublet any portion of the Premises, or (c) grant any license, concession, or other right of occupancy of or with respect to any portion of the Premises, or to permit the use of the Premises by any party other than Tenant or a Tenant Party (each of the events listed in this Paragraph 9.1 being referred to herein as a "**Transfer**"). If Tenant requests Landlord's consent to any Transfer, then at least twenty (20) business days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and additional information as Landlord may reasonably request. Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided that the parties agree that it shall be reasonable for Landlord to withhold any such consent if, without limitation, Landlord determines in good faith that (A) the proposed transferee is not of a reasonable financial standing or is not creditworthy, (B) the proposed Transfer would result in a breach of any obligation of Landlord, or (C) there is then in effect, or has occurred at any time, an uncured Event of Default. Any Transfer made without Landlord's consent shall be void and, at Landlord's election, shall constitute an Event of Default by Tenant. Tenant shall also, within ten (10) days of written demand therefor, pay to Landlord \$1,500 as a review fee for each Transfer request, and reimburse Landlord for its reasonable attorneys' fees and all other costs incurred in connection with considering any request for consent to a proposed Transfer. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord an agreement in the form approved by Landlord whereby the proposed transferee expressly assumes the Tenant's obligations hereunder. Landlord's consent to a Transfer shall not release Tenant from any obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable for all obligations under this Lease allocable to the space subject to such Transfer. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. In the event of any claim by Tenant that Landlord has breached its obligations under this Paragraph 9.1, Tenant's remedies shall be limited to recovery of its out-of-pocket damages and injunctive relief.

9.2. Transfer Profits. In the event of a Transfer pursuant to this Paragraph 9, Tenant shall pay to Landlord, immediately upon receipt thereof, the excess ("**Transfer Profits**") of all compensation and other consideration paid to or for the benefit of Tenant (or any affiliate thereof) for the Transfer in excess of Base Rent and Additional Rent payable by Tenant hereunder during the remainder of the Term (after straight-line amortization of any reasonable brokerage commissions paid by Tenant in connection with the Transfer over the term of the Transfer).

10. Insurance, Waivers, Subrogation and Indemnity.

10.1. Insurance. Landlord and Tenant shall maintain throughout the Term the insurance policies described on Exhibit A attached hereto and shall otherwise comply with the obligations and requirements provided on Exhibit A, as may be reasonably modified from time to time by Landlord's insurance consultants and brokers. At all times during the Term and any extensions or renewals, Tenant shall also cause Tenant's agents, contractors, or subcontractors to keep and maintain workers' compensation insurance and other forms of insurance as may from time to time be required by Regulations or may otherwise be necessary to protect Landlord and the Premises from claims of any person who may at any time work on the Premises, whether as a servant, agent, or employee of Tenant or otherwise. Landlord makes no representation that the insurance requirements provided herein are adequate.

10.2. Waiver of Subrogation. Landlord and Tenant each waives any claim, loss or cost it might have against the other for any injury to or death of any person or persons, or damage to or theft, destruction, loss, or loss of use of any property (a "**Loss**"), to the extent the same is insured against (or is required to be insured against under the terms hereof) under any "all risk" property damage insurance policy covering the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, regardless of whether the negligence of the other party caused such Loss.

10.3. Indemnity. Subject to Paragraph 10.2, Tenant shall indemnify, defend and hold Landlord and each of its directors, shareholders, partners, lenders, members, managers, contractors, property managers, affiliates and employees (collectively, "**Landlord Indemnitees**") from and against all claims, demands, proceedings, losses, obligations, liabilities, causes of action, suits, judgments, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from or asserted in connection with the use or occupancy of the Premises by Tenant or any Tenant Party, including, without limitation, by reason of any release (or any Handling) of any Hazardous Materials by Tenant or any Tenant Party in, under, on, or about the Premises, or any negligence or misconduct of Tenant or of any Tenant Party in or about

the Premises, or Tenant's breach of any of its covenants under this Lease, except in each case to the extent arising from the gross negligence or willful misconduct of Landlord or any Landlord Indemnitee. Except to the extent expressly provided in this Lease, Tenant hereby waives all claims against and releases Landlord and each Landlord Indemnitee for any injury to or death of persons, damage to property or business loss in any manner related to (i) Tenant's use and occupancy of the Premises, (ii) acts of God, (iii) acts of third parties, or (iv) any matter outside of the reasonable control of Landlord. This Paragraph 10.3 shall survive termination or expiration of this Lease.

11. Subordination; Attornment.

11.1. Subordination. This Lease is subject and subordinate to all present and future ground or master leases of the Premises and to the lien of all mortgages or deeds of trust (collectively, "**Security Instruments**") now or hereafter encumbering the Premises, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of any such Security Instruments, unless the holders of any such mortgages or deeds of trust, or the lessors under such ground or master leases (such holders and lessors are sometimes collectively referred to herein as "**Holders**") require in writing that this Lease be superior thereto. Notwithstanding any provision of this Paragraph 11 to the contrary, any Holder of any Security Instrument may at any time subordinate the lien of its Security Instrument to this Lease without obtaining Tenant's consent by giving Tenant written notice of such subordination, in which event this Lease shall be deemed to be senior to the Security Instrument in question. Tenant shall, within fifteen (15) days of request to do so by Landlord, execute, acknowledge and deliver to Landlord such further reasonable instruments or assurances as Landlord may deem necessary or appropriate to evidence or confirm the subordination or superiority of this Lease to any such Security Instrument. Tenant hereby irrevocably authorizes Landlord to execute and deliver in the name of Tenant any such instrument or instruments if Tenant fails to do so within said fifteen (15) day period.

11.2. Attornment. Tenant covenants and agrees that in the event that any proceedings are brought for the foreclosure of any mortgage or deed of trust, or if any ground or master lease is terminated, it shall attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or master lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as "Landlord" under this Lease. If requested, Tenant shall enter into a new lease with that successor on the same terms and conditions as are contained in this Lease (for the unexpired portion of the Term then remaining).

12. Rules and Regulations. Tenant shall comply, and shall cause each Tenant Party to comply, with the Rules and Regulations which are attached hereto as **Exhibit B**, and all such nondiscriminatory modifications, additions, deletions and amendments thereto as Landlord shall reasonably adopt in good faith from time to time. In the event of any conflict between the terms of this Lease and the terms of any Rules and Regulations, the terms of this Lease shall control.

13. Condemnation. If the entire Premises are taken by right of eminent domain or conveyed by Landlord in lieu thereof (a "**Taking**"), this Lease shall terminate as of the date of the Taking. If any part of the Premises becomes subject to a Taking and such Taking will prevent Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If any material portion, but less than all, of the Premises becomes subject to a Taking, then Base Rent thereafter payable hereunder shall be equitably abated for the duration of the Taking in proportion to that portion of the Premises rendered untenable by such Taking. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the land on which the Premises is situated, the Premises, and other improvements taken, and Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemnor for the value of Tenant's personal property and loss of goodwill which Tenant is entitled to remove under this Lease and moving and relocation costs. Landlord and Tenant agree that the provisions of this Paragraph 13 and the remaining provisions of this Lease shall exclusively govern the rights and obligations of the parties with respect to any Taking of any portion of the Premises or the land on which the Premises is located. This Lease sets forth the terms and conditions upon which this Lease may terminate in the event of a taking. Accordingly, the parties waive the provisions of the California Code of Civil Procedure Section 1265.130 and any successor or similar statutes permitting the parties to terminate this Lease as a result of a taking.

14. Fire or Other Casualty.

14.1. Tenant Obligation to Repair/Rebuild. If all or any portion of the Premises is damaged by fire or other casualty (a "**Casualty**"), Tenant shall, within a reasonable time after the Casualty, repair the damage to the Premises resulting from such Casualty and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as existed immediately before such Casualty, except for modifications required by Regulations, and modifications to the Premises reasonably deemed desirable by Landlord. Landlord shall assign to Tenant any insurance proceeds received by Landlord in connection with such Casualty, which Landlord agrees to use commercial reasonable efforts to obtain. Landlord shall have no

liability for any inconvenience or annoyance to Tenant or injury to Tenant's business as a result of any Casualty, regardless of the cause therefor.

14.2. Statutory Waiver. Landlord and Tenant agree that the provisions of this Paragraph 14 and the remaining provisions of this Lease shall exclusively govern the rights and obligations of the parties with respect to any and all damage to, or destruction of, all or any portion of the Premises by Casualty, and Landlord and Tenant hereby waive and release each and all of their respective common law and statutory rights inconsistent herewith, whether now or hereinafter in effect, including without limitation the provisions of California Civil Code Section 1932, Subsection 2, and Section 1933, Subsection 4 (and any successor statutes thereof permitting the parties to terminate this Lease as a result of any damage or destruction).

15. Parking. Tenant shall have the right to the nonexclusive use of the parking facilities serving the Premises, if any, for the parking of motor vehicles used by Tenant and Tenant Parties only; such rights are not transferable without Landlord's approval, which may be withheld in its sole discretion. The use of such parking facilities shall be subject to such rules and regulations as are adopted by Landlord from time to time for the use of such facilities.

16. Default. Any of the following shall constitute an "Event of Default" by Tenant under this Lease (time of performance being of the essence of this Lease): (a) any failure by Tenant to pay any installment of Base Rent, Additional Rent or to make any other payment required to be made by Tenant hereunder when due, where such failure continues for five (5) days after delivery of written notice of such failure by Landlord to Tenant; (b) the abandonment or vacation of the Premises by Tenant; (c) any failure by Tenant to execute and deliver any estoppel certificate or other document or instrument requested by Landlord, where such failure continues for five (5) days after delivery of written notice of such failure by Landlord to Tenant; (d) any failure by Tenant to fully perform any other obligation of Tenant under this Lease, where such failure continues for fifteen (15) days (except where a shorter period of time is specified in this Lease, in which case such shorter time period shall apply) after delivery of written notice of such failure by Landlord to Tenant; (e) the voluntary or involuntary filing of a petition by or against Tenant (i) in any bankruptcy or other insolvency proceedings (ii) seeking any relief under any state or federal debtor relief law, (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease, or (iv) for the reorganization or modification of Tenant's capital structure (provided, however, that if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within sixty (60) days after the filing thereof); or (f) any release of any Hazardous Material in violation of Regulations by reason of the acts or omissions of Tenant or any Tenant Party, or any violation of the Hazardous Material Consent Requirements; or (g) any other event, act or omission which any other provision of this Lease identifies as an Event of Default.

17. Remedies for Default. Upon occurrence of an Event of Default as described in Paragraph 16, Landlord shall have the right to the following remedies, which are intended to be cumulative and in addition to any other remedies provided under any Regulation or under this Lease:

17.1. Landlord may at its option terminate this Lease, without prejudice to its right to damages for Tenant's breach. With or without termination, Landlord may retake possession of the Premises and may use or relet the Premises without accepting a surrender or waiving the right to damages. Following such retaking of possession, efforts by Landlord to relet the Premises shall be sufficient if Landlord follows its usual procedures for finding tenants for the space at rates not less than the current rates for the Premises.

17.2. Landlord may recover from Tenant: (a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (b) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus (d) any other amount necessary to compensate Landlord for all the detriment caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to: unamortized Tenant Improvement costs; attorneys' fees; brokers' commissions; the costs of refurbishment, alterations, renovation and repair of the Premises; and removal (including the repair of any damage caused by such removal) and storage (or disposal) of Tenant's personal property, equipment, fixtures, Tenant Changes, Tenant Improvements and any other items which Tenant is required under this Lease to remove but does not remove. As used in this Paragraph 17.2(a) and (b), the "worth at the time of award" is computed by allowing interest at the maximum rate permitted by applicable law. As used in this Paragraph 17.2(c), the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

17.3. Subject to Landlord's duty to mitigate its damages, Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect

to terminate this Lease on account of any event of default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

17.4. If an Event of Default at any time remains uncured, Landlord may, but shall not be obligated to, make any payment or perform any obligation that Tenant has failed to perform when required under this Lease. All of Landlord's expenditures incurred to correct the failure to perform under this paragraph shall be reimbursed by Tenant upon demand with interest from the date of expenditure at the rate of ten percent (10%) per annum. Landlord's right to correct Tenant's failure to perform is for the sole protection of Landlord and the existence of this right shall not release Tenant from the obligation to perform all the covenants herein required to be performed by Tenant, or deprive Landlord of any other right Landlord may have by reason of default of this Lease by Tenant, whether or not Landlord exercises its right under this Paragraph.

17.5. Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Paragraphs 17 above, or any law or other provision of this Lease), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive, or other equitable relief and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

17.6. Tenant hereby waives for Tenant and for all those claiming under Tenant all rights now and hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

17.7. Following the occurrence of three (3) instances of payment of Rent more than ten (10) days late, the late charge set forth in Paragraph 4 shall apply from the date payment was due.

18. Surrender. No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord all keys (including any electronic access devices and the like) to the Premises, and Tenant shall deliver to Landlord the Premises in substantially the same condition as originally received, ordinary wear and tear excepted, provided that ordinary wear and tear shall not include repair and clean up items. By way of example, but without limitation, repair and clean up items shall include cleaning of all interior walls and floors, replacement of damaged or missing ceiling or floor tiles, window coverings or cover plates, removal of any Tenant-introduced markings, repair of all holes and gaps and repainting required thereby, the removal of any storage tanks installed by Tenant or any Tenant Party, the removal and full remediation of any soil, material or ground water contamination by Tenant or any Tenant Party in accordance with all Regulations and all requirements hereunder, as well as the removal requirements below. In addition, prior to the expiration of the Term or any sooner termination thereof, (a) Tenant shall remove from the Premises all unattached trade fixtures, furniture, equipment and personal property located in the Premises, including, without limitation, phone equipment, wiring, cabling and all garbage, waste and debris, and (b) Tenant shall repair all damage to the Premises caused by any such removal including, without limitation, full restoration of all holes and gaps resulting from any such removal and repainting required thereby. All personal property and fixtures of Tenant not so removed shall, to the extent permitted under applicable Regulations, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items.

19. Holding Over. If Tenant holds over after the expiration or earlier termination of the Term hereof, with or without the express or implied consent of Landlord, Tenant shall become and be only a tenant at sufferance. After the expiration or termination of the Term, and upon sixty (60) days written notice from Landlord to the Tenant, the daily rent shall equal one-thirtieth of one hundred and fifty percent (150%) of the monthly installment of Base Rent (and estimated Additional Rent payable under Paragraph 3) payable by Tenant immediately prior to such expiration or termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable, as reasonably determined by Landlord. Neither any provision hereof nor any acceptance by Landlord of any Rent after any such expiration or earlier termination (including, without limitation, through any "lockbox") shall be deemed a consent to any holdover hereunder or result in a renewal of this Lease or an extension of the Term, or any waiver of any of Landlord's rights or remedies with respect to such holdover. Notwithstanding any provision to the contrary contained herein, (i) Landlord expressly reserves the right to require Tenant to surrender possession of the Premises upon the expiration of the Term or upon the earlier termination hereof or at any time during any holdover, and the right to assert any remedy at law or in equity to evict Tenant and collect damages in connection with any such holdover, and (ii) Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, obligations, penalties, costs and expenses, including, without limitation, all lost profits and other consequential damages, attorneys' fees, consultants' fees and court costs incurred or suffered by or asserted against Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

20. Signs. Any signage for Tenant's Premises shall be installed only with Landlord's prior written approval, which shall not be unreasonably withheld. Tenant's signage shall comply with all codes, ordinances, rules, Regulations and Encumbrances.

All signage shall be maintained as provided in this Lease. Tenant shall pay all costs of permitting and maintenance of said signage during the Term and Tenant shall remove the signage at Tenant's sole cost upon the expiration or termination of the Lease.

21. Miscellaneous.

21.1. Landlord Transfers. Subject to compliance with the following requirements, Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Premises, and in such event and upon such Transfer, the transferor Landlord will be entirely relieved of all covenants and obligations which arise from and after the date the transferee executes and delivers a written agreement in writing form reasonably acceptable to Tenant all of Landlord's obligations hereunder arising from and after the date of such assumption. Notwithstanding anything to the contrary set forth herein, Landlord may not assign its rights and obligations under this Lease at any time prior to the Commencement Date of this Agreement, except for transfers to Landlord's affiliates and related parties. Each assignee or transferee shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of sections 5950-5955 of the California Government Code, which prohibit the offer or sale of any security constituting a fractional interest in this Lease of any portion thereof, without the prior written consent of Tenant. Violation by Landlord of the provisions of Section 5951 of the California Government Code shall constitute a material breach of this Lease, upon which Tenant may terminate the Agreement with thirty (30) days written notice.

21.2. Estoppel Certificates; Financial Statements. At any time and from time to time during the Term, a party shall, without charge, execute, acknowledge and deliver to the other party within twenty (20) days after the other party's request therefor, an estoppel certificate in recordable form containing such factual certifications and other provisions as are found in the estoppel certificate forms requested by institutional lenders and purchasers. Each party agrees in any case that (a) the foregoing certificate may be relied on by anyone holding or proposing to acquire any interest in the Premises from or through the requesting party or by any mortgagee or lessor or prospective mortgagee or lessor of the Premises or of any interest therein and (b) the form of estoppel certificate shall be in a commercially reasonable form. At the request of Landlord from time to time, Tenant shall provide to Landlord within ten (10) days of Landlord's request therefor Tenant's most recent audited financial statements.

21.3. Landlord Default. In no event shall Landlord be deemed to be in breach or default of this Lease unless Landlord fails to timely perform an obligation required to be performed by Landlord following thirty (30) days' written notice from Tenant; provided, however, that if the obligation of Landlord is such that it cannot be reasonably performed within such 30-day period, Landlord shall not be deemed to be in breach or default of this Lease so long as Landlord commences performance within such 30-day period and diligently pursues performance through completion. Tenant waives any right under any Regulation to perform any obligation of Landlord on Landlord's behalf except as expressly set forth herein.

21.4. Limitation of Liability. Tenant agrees that, in the event of default or breach by Landlord under this Lease or arising in connection with this Lease or with the operation, management, leasing, repair, renovation, or alteration of the Premises by Landlord or any other matter relating to the Premises or this Lease, Tenant's remedies shall be limited solely and exclusively to the recovery of damages in an amount equal to the equity interest in the Premises of the then current Landlord, plus any sales or insurance proceeds received by Landlord or any of Landlord's partners, members, shareholders, officers, directors, employees, investment advisors, manager or managers or any successor in interest of any of them (collectively, "**Landlord Parties**") in connection with the Premises or this Lease.

21.5. Waiver. Neither Landlord, nor any of the Landlord Parties shall have any personal liability under or in connection with this Lease or the Premises, and Tenant hereby expressly waives and releases such personal liability on behalf of itself, its successors and assigns and all persons claiming by, through or under Tenant. The limitations of liability contained in Paragraph 21.3 and this Paragraph 21.4 shall inure to the benefit of the present and each future Landlord and Landlord Parties. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), future member in Landlord (if Landlord is a limited liability company) or trustee or beneficiary (if Landlord or any partner or member of Landlord is a trust), have any liability for the performance of the obligations of Landlord under this Lease. Notwithstanding any contrary provision contained in this Lease, neither Landlord nor any of the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with the business or activities of Tenant, including but not limited to, loss of business or profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

21.6. Notices. Notices, requests, consents or other communications desired or required to be given by or on behalf of Landlord or Tenant under this Lease shall be effective only if given in writing and sent by (a) registered or certified United States mail, postage prepaid, (b) nationally recognized express mail courier that provides written evidence of delivery, fees prepaid; and addressed as set forth in the Basic Lease Information, or at such other address as may be specified from time to time, in writing, or (c) via regular United States mail combined with email service. Any such notice, request, consent, or other

communication shall only be deemed given (i) if sent by registered or certified United States mail, on the day it is officially delivered to or refused by the intended recipient, (ii) if sent by nationally recognized express mail courier, on the date it is officially recorded by such courier, (iii) if delivered personally, upon delivery or, if refused by the intended recipient, upon attempted delivery, or (iv) if delivered via regular United States mail and email, five (5) days after the mailing date or the email delivery date, whichever is later.

21.7. Payment by Tenant; Non-Waiver. Landlord's acceptance of Rent (including, without limitation, through any "lockbox") following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such terms. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

21.8. [Intentionally omitted.]

21.9. Miscellaneous. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Tenant and the person or persons signing on behalf of Tenant represent and warrant that Tenant has full right and authority to enter into this Lease, and that all persons signing this Lease on its behalf are authorized to do so. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All exhibits and attachments attached hereto are incorporated herein by this reference. This Lease shall be governed by and construed in accordance with the laws of the State of California. In any action which Landlord or Tenant brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including without limitation, reasonable attorneys' fees and court costs. Tenant shall not record this Lease or any memorandum hereof. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR WITH RESPECT TO THIS LEASE. Submission of this Lease to Tenant does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlord and Tenant. This Lease may be executed in any number of counterparts, each of which shall be deemed an original. Time is of the essence as to the performance of each covenant hereunder in which time of performance is a factor. Whenever Landlord has the right to provide its approval or consent under this Lease, or Tenant requests Landlord's right or approval, except as expressly provided herein, Landlord's right or approval shall not be unreasonably withheld, conditioned, or delayed.

21.10. Third Party Contracts. If Tenant contracts with any third party in regards to this Lease or any renewals thereof, Tenant shall be responsible for any fees or surcharges incurred as a result thereof.

21.11. Representation; Preparation. THIS LEASE, ATTACHMENTS AND AMENDMENTS WERE PREPARED AT THE DIRECTION OF LANDLORD. TENANT HAS BEEN ADVISED AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT COUNSEL TO REVIEW THIS LEASE, ATTACHMENTS, AND AMENDMENTS. THE RULE OF CONSTRUCTION THAT A WRITTEN AGREEMENT IS CONSTRUED AGAINST THE PARTY PREPARING OR DRAFTING SUCH AGREEMENT SHALL SPECIFICALLY NOT BE APPLICABLE TO THE INTERPRETATION OR ENFORCEMENT OF THIS LEASE, ATTACHMENTS, AND AMENDMENTS. NO REPRESENTATION OR RECOMMENDATION IS MADE CONCERNING THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES ARISING FROM THIS LEASE.

22. Right of First Refusal. So long as no Event of Default then exists any time, Tenant may exercise a right of first refusal to purchase the Premises from Landlord on the terms and subject to the conditions set forth in this Paragraph 22.

22.1. In the event Landlord desires to sell or otherwise transfer the Premises, Landlord shall first offer the Premises for sale to Tenant by delivering to Tenant a notice of Landlord's intent to sell or exchange, together with the fully-executed third party transfer agreement and all relevant additional documents Tenant may reasonably request (collectively, "**Offer Transfer Notice**"). Tenant may, within fifteen (15) business days after actual receipt, agree to purchase the Premises or the part thereof on the same terms as those set forth in the Offer Transfer Notice. Tenant's rights under this Paragraph 22, and Tenant's additional rights under Paragraph 23, are independent of each other and none of those rights are affected by Tenant's failing to exercise any other of those rights.

22.2. The rights contained in this Paragraph 22 shall be personal to, and may be exercised only by, the originally named Tenant, and not any other assignee, sublessee, or other transferee of Tenant's interest in this Lease.

22.3. The requirements of this Paragraph 22 shall not apply to any transfer by Landlord to (i) a parent corporation or entity; (ii) any subsidiary corporation or entity of Landlord or Landlord's parent corporation or entity; (iii) an affiliated entity in which Landlord, or its subsidiaries or parent corporation or entity or owners or principals, owns at least twenty-five percent (25%) of the outstanding shares or ownership interests of the affiliated entity; (iv) any entity in connection with the merger or consolidation of Landlord; (v) any joint venture or partnership in which Landlord has a majority ownership interest in such joint venture or partnership; (vi) any family member of Landlord or any of its owners, principals, directors or officers; or (v) any transferee who acquires the Premises through foreclosure, deed-in-lieu of foreclosure, or similar procedures by any of Landlord's lenders or creditors unless such action is taken to circumvent the requirements of this Paragraph 22.

23. Right to Purchase the Premises. So long as no Event of Default exists any time, Tenant shall have a right to purchase the Premises from Landlord on the terms and subject to the conditions set forth in this Paragraph 23.

23.1. Tenant shall have the right to purchase the Premises from Landlord at expiration of the Term by delivering written notice to Landlord no later than six (6) months prior to expiration of the Term ("**Purchase Notice**"), together with a deposit equal to ten percent (10%) of the Purchase Price (as defined below). Such purchase shall be made in accordance with a commercially reasonable purchase and sale agreement, to be agreed upon by the parties within thirty (30) days following Tenant's delivery of the Purchase Notice. If Landlord and Tenant are unable to agree on the form of purchase and sale agreement within thirty (30) days, Tenant's right to purchase the Property pursuant to this Paragraph 23 shall be null and void.

23.2. The Purchase Price ("**Purchase Price**") shall be equal to the fair market value of the Premises. Within ten (10) days of Landlord's receipt of the Purchase Notice, Landlord shall deliver notice to Tenant setting forth the Purchase Price. Tenant may, at its option, object to the Purchase Price within fifteen (15) days following Landlord's delivery of notice to Tenant setting forth the Purchase Price. Tenant's failure to timely object to the Purchase Price shall be deemed to constitute Tenant's election to accept the Purchase Price. If Tenant timely objects to the Purchase Price, Landlord and Tenant shall attempt to agree upon the fair market value using good-faith efforts. If Landlord and Tenant fail to reach agreement within twenty (20) days following Tenant's objection to the Purchase Price, each party shall make a separate determination of the fair market value which shall be submitted to each other and to arbitration as follows:

23.2.1. Within ten (10) days following the 20-day negotiation period, Landlord and Tenant shall each appoint one arbitrator who shall by profession be a current real estate broker or appraiser of similar properties in the immediate vicinity in which the Premises is located, and who has been active in such field over the last ten (10) years. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted fair market value is the closest to the actual fair market value as determined by the arbitrators, taking into account the requirements this Paragraph. The two (2) arbitrators so appointed shall within five (5) days of the date of the appointment of the last appointed arbitrator agree upon and appoint a third (3rd) arbitrator who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two (2) arbitrators. The three (3) arbitrators shall within fifteen (15) days of the appointment of the third (3rd) arbitrator reach a decision as to what the actual fair market value for the Premises is and whether Landlord's or Tenant's submitted fair market value is the closest thereto, and shall notify Landlord and Tenant thereof. The decision of the majority of the three (3) arbitrators shall be binding upon Landlord and Tenant and the submitted fair market value which is determined to be the closest to the actual fair market value as determined by the arbitrators shall thereafter be used by the parties.

23.2.2. If either Landlord or Tenant fails to timely appoint an arbitrator, the arbitrator appointed by one of them shall reach a decision, notify Landlord and Tenant thereof, and such arbitrator's decision shall be binding upon Landlord and Tenant. If the two arbitrators fail to agree upon and appoint a third arbitrator, or both parties fail to appoint an arbitrator, then the appointment of the third arbitrator or any arbitrator shall be dismissed and the matter to be decided shall be forthwith submitted to arbitration under the provisions of the American Arbitration Association.

23.2.3. The cost of arbitration shall be paid by Landlord and Tenant equally.

EXHIBIT A

INSURANCE

Tenant's Insurance. Tenant shall, at Tenant's sole cost and expense, procure and keep in effect from the Effective Date and at all times until the end of the Term, the following insurance coverage:

1. **Property Insurance.** Insurance insuring all personal property and fixtures of Tenant and all improvements made by or for Tenant to the Premises on an "All Risk" or "Special Form" basis, for the full replacement value of such property.
2. **Liability Insurance.** Commercial General Liability insurance written on an ISO CG 00 0 1 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least \$2,000,000, and a minimum general aggregate limit of at least \$3,000,000, covering bodily injury and property damage liability occurring in or about the Premises or arising out of the use and occupancy of the Premises by Tenant or any Tenant Party. Such insurance shall include contractual liability coverage insuring Tenant's indemnity obligations under this Lease, and shall be endorsed to name Landlord, any Holder of a Security Instrument and any other party specified by Landlord as an additional insured with regard to liability arising out of the ownership, maintenance or use of the Premises. Tenant's liability insurance shall be primary with respect to all operations at the Premises.
3. **Worker's Compensation and Employer's Liability Insurance.** (a) Worker's Compensation Insurance as required by any Regulation, and (b) Employer's Liability Insurance in amounts not less than \$1,000,000 each accident for bodily injury by accident and for bodily injury by disease, and for each employee for bodily injury by disease.
4. **Alterations Requirements.** In the event Tenant shall desire to perform any Alterations, Tenant shall deliver to Landlord, prior to commencing such Alterations (i) insurance as Landlord shall require, and (iii) a lien and completion bond or other security in form and amount satisfactory to Landlord.
5. **General Insurance Requirements.** All Tenant's coverages described in this Exhibit A shall be endorsed to (i) provide Landlord with thirty (30) days' notice of cancellation or change in terms; (ii) waive all rights of subrogation by the insurance carrier against Landlord; and (iii) be primary and non-contributing with Landlord's insurance. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this Exhibit A is, in Landlord's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises or if Tenant's use of the Premises should change with or without Landlord's consent, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this Exhibit A. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated AVII or better in "Best's Insurance Guide" and authorized to do business in the State of California. Tenant shall deliver to Landlord on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expired policies, certified copies of Tenant's insurance policies, or a certificate evidencing the same issued by the insurer thereunder, and, if Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant under the Lease, procure the same for the account of Tenant, and the cost thereof (with interest thereon at the Default Rate) shall be paid to Landlord as Additional Rent.

Landlord's Insurance. Landlord shall, at Landlord's sole cost and expense, procure and keep in effect from the Effective Date and at all times until the end of the Term, the following insurance coverage ("**Landlord's Insurance**"):

1. **Property Insurance.** Insurance insuring the Premises (excluding Tenant's personal property) against damage or destruction due to risk including fire, vandalism, and malicious mischief in an amount not less than the replacement cost thereof, on an "All Risk" or "Special Form" basis, for the full replacement value of the Premises except as otherwise required to be insured by Tenant above.
2. **Liability Insurance.** Commercial General Liability insurance written on an ISO CG 00 0 1 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least \$1,000,000, and a minimum general aggregate limit of at least \$2,000,000, covering bodily injury and property damage liability occurring in or about the Premises.

EXHIBIT B

RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well-being of all tenants, guests, entrants, occupants and users of the Premises. Strict adherence to these rules and regulations and any successors or additions thereto is necessary to guarantee that every individual will enjoy a safe and undisturbed occupancy of the Premises. Landlord reserves the right to amend these rules and regulations and to promulgate additional rules and regulations. Any violation of these rules and regulations and any successors or additions thereto by Tenant shall constitute a default by Tenant under the Lease.

1. Throughout the Lease Term, Tenant covenants and agrees to the following:
 - a. Not to use any equipment, machinery or advertising medium which may be heard outside of the Premises.
 - b. Not to use any plumbing facilities for any purpose other than that for which they were constructed.
 - c. Not to enter upon or use the roof of the Premises.
 - d. Not to install or permit the installation of any wiring for any purpose on the exterior of the Premises.
 - e. Not to mark, paint, drill into or deface any part of the shell or core of the buildings at the Premises.
 - f. Not to permit any cooking in the interior of the Premises without obtaining Landlord's prior written consent (and not to cause or permit any odor to emanate from the Premises in connection therewith if consent is given) except as consistent with typical office use.
 - g. Not to bring in or keep any firearms in the Premises.
 - h. Not to affix any floor covering to any floor of the Premises with adhesive of any kind without obtaining Landlord's written consent.
 - i. Not to bring any motor scooters or other motorized vehicles into the interior of the Premises (except as permitted by those provisions of the Lease allowing use of the parking lots and/or garage, as applicable, or as required by law).
 - j. Not to install or permit the installation in the Premises of any coin- or token-operated vending machine or similar device except for the exclusive use of Tenant's employees in areas of the Premises not accessible to the public.
 - k. Not to allow any animals in the Premises, except service animals assisting persons with disabilities or otherwise required by law.
 - l. Not to permit space heaters or other energy-intensive equipment unnecessary to conduct tenant's business without written approval by Landlord. Any space conditioning equipment that is placed in the Premises for the purpose of increasing comfort to tenants shall be operated on sensors or timers that limit operation of equipment to hours of occupancy in the areas immediately adjacent to the occupying personnel.

2. Tenant acknowledges that it is Landlord's intention that the Premises be operated in a manner which is consistent with the highest standards of cleanliness, decency and morals in the community which it serves. Tenant shall not sell, distribute, display or offer for sale any item which, in Landlord's judgment, is inconsistent with the quality of operations of the Premises or may tend to impose or detract from the moral character or image of the Premises.

3. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant shall, upon the expiration or termination of its tenancy, return to Landlord all keys used in connection with the Premises, including any keys to the Premises, to rooms and offices within the Premises, to storage rooms and closets, to cabinets and other built-in furniture, and to toilet rooms, whether such keys were furnished by Landlord or procured by Tenant and in the event of the loss of any such keys, Tenant shall pay to Landlord the cost of replacing the locks. On the expiration of this Lease, Tenant shall disclose to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, remaining in the Premises.

EXHIBIT C
DEPICTION OF PREMISES

[ATTACHED]

EXHIBIT D

LANDLORD IMPROVEMENTS

1. **Need For Improvements.** Landlord seeks to take advantage of certain tax benefits by leasing the Premises to the Tenant for a public purpose, and by causing improvements to be made to the Premises in a cost equal to or greater than the fair market value of the Premises on the date the Premises was acquired by the Landlord. As such, Landlord will cause certain improvements to be made to the Premises as more fully set forth below ("**Landlord Improvements**").

2. **Site Plans.**

2.1 **Preparation and Delivery.** Within 30 days following the Effective Date of this Agreement, Tenant shall advise Landlord in writing of the requirements it has for improvements of the Premises to conduct its intended business. Within one hundred eighty days following receipt of said requirements (such date is referred to herein as the "**Site Plans Delivery Deadline**"), Landlord shall deliver to Tenant a construction plan prepared by an architect (reasonably acceptable to Tenant (the "**Architect**") depicting improvements to be installed at the Premises (the "**Site Plans**"). The Site Plans shall ensure compliance with all federal, state, and local laws.

2.2 **Approval Process.** Tenant shall notify Landlord whether it approves of the submitted Site Plans within thirty (30) days after Landlord's submission thereof. If Tenant disapproves of such Site Plans, then Tenant shall notify Landlord thereof specifying in reasonable detail the reasons for such disapproval, in which case Landlord shall, within fifteen (15) days after such notice, revise such Site Plans in accordance with Tenant's objections and submit to Landlord for its review and approval. Tenant shall notify Landlord in writing whether it approves of the resubmitted Site Plans within fifteen (15) days after its receipt thereof. This process shall be repeated until the Site Plans have been finally approved by Tenant and Landlord. If Tenant fails to notify Landlord that it disapproves of the initial Site Plans within thirty (30) days (or, in the case of resubmitted Site Plans, within fifteen (15) days) after the submission thereof, and such failure continues for ten (10) days following Tenant's second written request therefor, then Tenant shall be deemed to have approved the Site Plans in question.

3. **Working Drawings.**

3.1 **Preparation and Delivery.** On or before the ninetieth (90th) day following the date on which the Site Plans are approved (or deemed approved) by Landlord and Tenant (such earlier date is referred to herein as the "**Working Drawings Delivery Deadline**"), Landlord shall provide to Tenant final working drawings, prepared by the Architect, of all improvements that Landlord proposes to construct and/or install in the Premises; such working drawings shall include detailed plans and specifications for the construction of the improvements called for under this Exhibit in accordance with all applicable Laws and suitable for permitting and construction.

3.2 **Approval Process.** Tenant shall notify Landlord whether it approves or objects to submitted working drawings, or any portion thereof, within thirty (30) days after Landlord's submission thereof. If Tenant objects to such working drawings, then Tenant shall notify Landlord thereof specifying in reasonable detail the reasons for such objection, in which case Landlord shall, within fifteen (15) days after such notice, revise such working drawings in accordance with Tenant's objections and submit the revised working drawings to Tenant for its additional review. Tenant shall notify Landlord in writing whether it objects to all or parts of the resubmitted working drawings within fifteen (15) days after its receipt thereof. This process shall be repeated until the working drawings are approved by Tenant. If Tenant fails to notify Landlord that it objects to the initial working drawings within thirty (30) days (or, in the case of resubmitted working drawings, within fifteen (15) days) after the submission thereof, then the working drawings in question shall be deemed finally approved by Tenant.

3.3 **Working Drawings.** As used herein, "**Working Drawings**" means the final working drawings prepared by Landlord without objection by Tenant, as amended from time to time by any approved changes thereto, and "**Work**" means all improvements to be constructed in accordance with and as indicated on the Working Drawings, together with any work required by governmental authorities to be made to other areas outside of the Premises as a result of the improvements indicated by the Working Drawings. Final consent for the Working Drawings shall not be a representation or warranty of Tenant that such drawings are adequate for any use or comply with any Law, but shall merely be the consent of Tenant thereto. Tenant shall, at Landlord's request, sign the Working Drawings to evidence its review and consent thereof. After the Working Drawings have been finally consented to, Landlord shall cause the Work to be performed in accordance with the Working Drawings. **TENANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE PLANS, THE WORKING DRAWINGS OR THE WORK (OR ANY OTHER SERVICES PROVIDED BY THE ARCHITECT, LANDLORD'S CONTRACTOR OR ANY OF THEIR SUBCONTRACTORS). ALL IMPLIED WARRANTIES BY TENANT WITH RESPECT THERETO, INCLUDING THOSE OF HABITABILITY,**

MERCHANTABILITY, MARKETABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY NEGATED AND WAIVED. WITHOUT LIMITING THE FOREGOING, TENANT SHALL NOT BE RESPONSIBLE FOR ANY FAILURE OF THE WORK. TENANT WILL NOT BE RESPONSIBLE FOR, OR HAVE CONTROL OR CHARGE OVER, THE ACTS OR OMISSIONS OF THE ARCHITECT OR ITS AGENTS OR EMPLOYEES. TENANT IS NOT ACTING AS A CONTRACTOR AND IS NOT GUARANTEEING THE SITE PLANS, THE WORKING DRAWINGS OR THE WORK, LANDLORD'S SOLE RECOURSE WITH RESPECT THERETO BEING THE PURSUIT OF LANDLORD'S REMEDIES UNDER THE WARRANTIES CONTAINED IN LANDLORD'S CONSTRUCTION CONTRACT OR IN LANDLORD'S ARCHITECT'S AGREEMENT.

4. **Contractors; Performance of Work.** The Work shall be performed only by licensed contractors and subcontractors. The Work shall be performed in a good and workmanlike manner free of defects and shall conform strictly with the Working Drawings.

5. **Construction Contracts.**

5.1 **Landlord's General Contractor.** Landlord shall enter into a construction contract with a general contractor for the Work, which shall comply with the provisions of this Section 5 and provide for, among other things, (a) a one-year warranty for all defective Work; (b) a requirement that Landlord's contractor maintain commercial general liability insurance of not less than a combined single limit of \$5,000,000, naming Landlord, Tenant, and each of their respective affiliates as additional insureds; (c) a requirement that the contractor perform the Work in substantial accordance with the Site Plans and the Working Drawings (and such plans and drawings are specifically referenced and/or itemized in Landlord's construction contract) and in a good and workmanlike manner; and (d) a requirement that the contractor is responsible for daily cleanup work and final clean up (including removal of debris).

6. **Change Orders.** Tenant may initiate changes in the approved Working Drawings provided that any such proposed change order shall be submitted to Landlord and Landlord and Tenant will work together expeditiously and in a commercially reasonable manner to reach agreement on any such proposed change order; (ii) the incremental cost and credits, if any, associated with such change shall be documented in a written change order signed by Landlord and Tenant, and any Change Order Cost resulting from such change shall be paid by Tenant to Landlord (any net savings resulting from such change shall be applied as a credit to Tenant) in equal installments over the first 12 months of the rent payments.

7. **Definitions.** As used herein "**Substantial Completion,**" "**Substantially Completed,**" and any derivations thereof mean the Work in the Premises is substantially completed (as reasonably determined by Tenant) in accordance with the Working Drawings, as reasonably determined by the Architect and approved by Tenant. Substantial Completion shall have occurred even though minor details of construction, decoration, landscaping and mechanical adjustments remain to be completed.

8. **Walk-Through; Punchlist.** When Landlord considers the Work in the Premises to be Substantially Completed, Landlord will notify Tenant and Tenant's representative and Landlord's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Landlord shall use reasonable efforts to cause the contractor performing the Work to complete all punchlist items within thirty (30) days after agreement thereon.

9. **Right of Inspection.** Tenant may inspect the Work at any time.

10. **Construction Representatives.** Landlord's and Tenant's representatives for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other:

Landlord's Representative:

Sam Walker
3071A W. Line St.
Bishop, CA 93514
Telephone: (760) 914-2484
Email: mammothbrew@earthlink.net

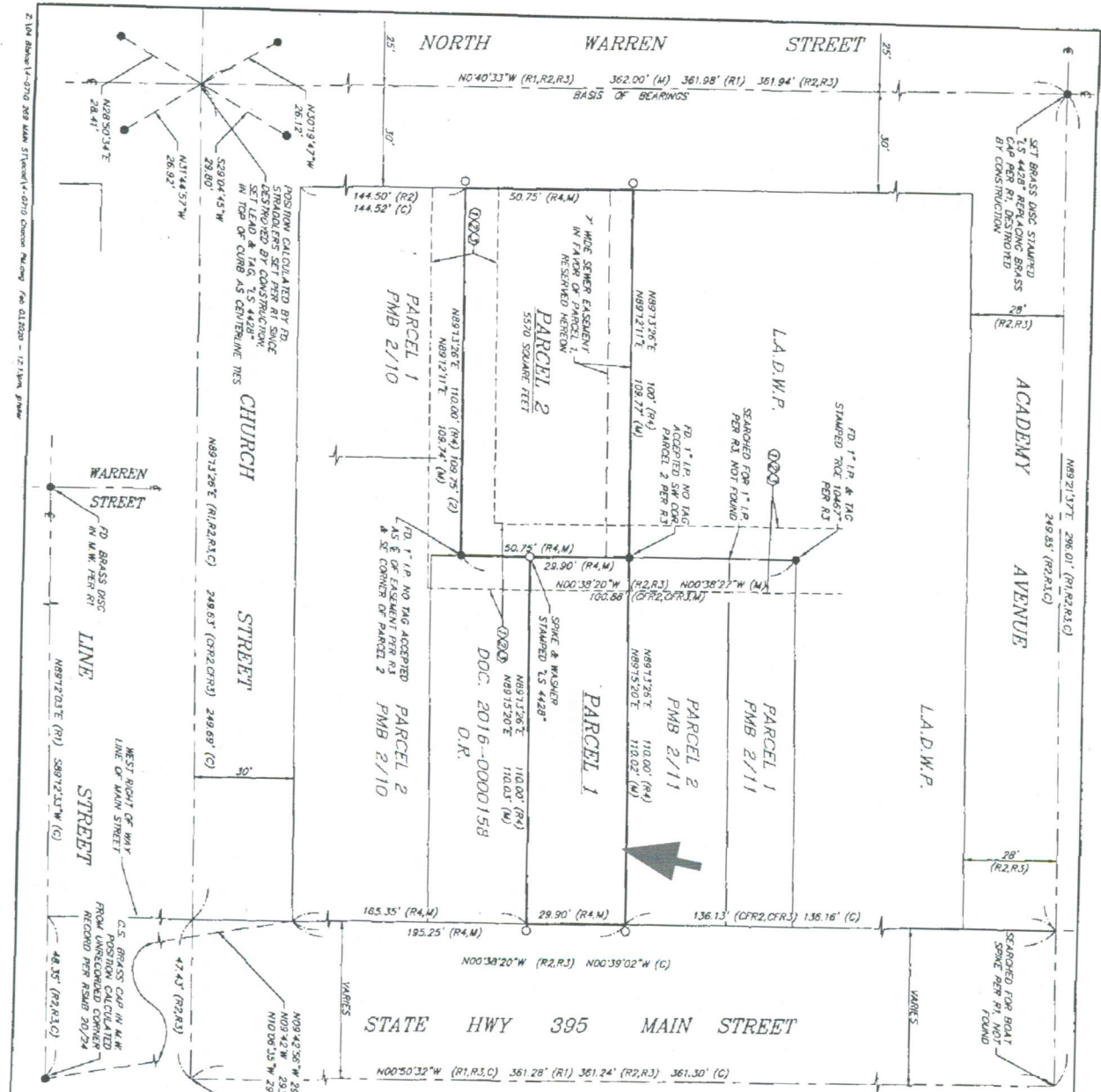
Tenant's Representative:

Attention County Administrator
c/o Darcy Ellis
P.O. Drawer N
Independence, CA 93526
Telephone: 760.878.0292
Email: dellis@inyocounty.us

11. Compliance With Prevailing Wage Requirements. Landlord shall abide by all prevailing wage requirements applicable to the Landlord Improvement work set forth herein, to the extent applicable to Landlord. If required by applicable law, Landlord shall pay, or cause to be paid, prevailing wages, for all construction work on the Project. For the purposes of this Agreement, "prevailing wages" means not less than the general prevailing rate of per diem wages, as defined in Section 1773 of the California Labor Code and Subchapter 3 of Chapter 8, Division 1, Title (of the California Code of Regulations (Section 160000 et. seq.), and as established by the Director of the California Department of Industrial Relations ("DIR"), for the respective craft classification. In any case where the prevailing wage is established by the DIR, the general prevailing rate of per diem wages shall be adjusted annual in accordance with the established rate in effect as of such date. Landlord shall indemnify, hold harmless and defend (with counsel reasonably acceptable to Tenant) Tenant against any claims for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Landlord, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et. seq. and implementing regulations or comply with the other applicable provisions of Labor Code Sections 1720 et. seq. and implementing regulations of the Department of Industrial Relations in connection with the construction of the Landlord Improvements. Landlord agrees that Tenant has fulfilled any obligation it may have with respect to informing Landlord regarding applicability of prevailing wage requirements, and Landlord shall not seek contribution or indemnity from Tenant for any prevailing wage amount Landlord is ultimately required to pay to any person or entity. Any amounts due from Landlord to Tenant under the foregoing provision, together with interest thereon at the maximum legal rate from the date incurred by Tenant, may be offset against Rental payments due under this Agreement

12. Miscellaneous. To the extent not inconsistent with this Exhibit, Paragraph 7 of this Lease shall govern the performance of the Work and Landlord's and Tenant's respective rights and obligations regarding the improvements installed pursuant thereto. Within 15 days after Substantial Completion of the Work, Landlord shall cause a Notice of Completion to be recorded in the office of the recorder of the county in which the Premises is located in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, and shall furnish a copy thereof to Tenant upon such recordation. Excluding Tenant's gross negligence or willful misconduct, Tenant shall not be liable or responsible for any damages, losses or claims incurred (or alleged) by Landlord due to any delay in achieving substantial completion of Landlord's Work for any reason.

13. Dispute Resolution. In the event of any dispute, claim or controversy arising out of or relating to the terms of this Exhibit D or the breach, enforcement, interpretation or validity thereof, the parties shall cooperate in good faith to resolve such matter informally. Either party may request the other to participate in non-binding mediation, which shall be administered by one mediator using JAMS unless otherwise agreed to by the Parties.





County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: November 16, 2021

FROM: Aaron Steinwand

SUBJECT: Owens Valley Groundwater Authority Meeting – November 18, 2021

RECOMMENDED ACTION:

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority special meeting scheduled for November 18, 2021.

SUMMARY/JUSTIFICATION:

The public review draft of the Groundwater Sustainability Plan (GSP) was released for public comment on September 23, 2021. The 45 day public comment period closed on November 8 (public comments on the GSP were still being received at the time this agenda request was prepared). At the November 18 special meeting the OVGA will review the comments received and potentially provide direction to staff regarding the revisions to the draft GSP and response to comments to be included in a final GSP. The OVGA will consider adopting the GSP at its regular meeting on December 9.

At the next meeting, the OVGA will consider adopting findings pursuant to AB 361 after considering the existing State of Emergency in response to the COVID-19 pandemic, and that local officials continue to recommend measures that impact the ability of the members to meet safely in person.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD; Lone Pine Paiute-Shoshone Tribe

FINANCING:

N/A

ATTACHMENTS:

1. Owens Valley Groundwater Authority Draft Agenda

APPROVALS:

Aaron Steinwand

Created/Initiated - 11/4/2021

Darcy Ellis

Approved - 11/4/2021

Aaron Steinwand

Approved - 11/4/2021

John Vallejo

Approved - 11/4/2021

Amy Shepherd

Final Approval - 11/5/2021

Owens Valley Groundwater Authority: Special Meeting

November 18, 2021
2:00 PM

Board of Directors Meeting Agenda

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors takes action on it. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Directors or the Owens Valley Groundwater Authority.

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

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. The Bishop City Council Chambers are closed to the public, and the Owens Valley Groundwater Authority will conduct this meeting exclusively online. Directors and staff will participate via videoconference accessible to the public at: <https://us02web.zoom.us/j/89246847911?pwd=MURKMIJtenBSbGNJUG16S3paZmFrdz09>

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to lpiper@inyocounty.us, and identify in the subject line of the email which agenda item the comment addresses.

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

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the September 9, 2021 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports
 - a. Financial Report
7. Discussion of public comments received on the Draft Groundwater Sustainability Plan and possible direction to staff regarding the response to comments.
8. Action Item: Request that OVGA adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

9. Discussion regarding future agenda items.

10. Adjourn.

Join the November 18, 2021 OVGA webinar:

Or One tap mobile:

US: +16699006833, 89188551131 or +13462487799, 89188551131

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833
+1 346 248 7799
+1 253 215 8782
+1 312 626 6799
+1 929 205 6099
+1 301 715 8592

Webinar ID: 892 4684 7911

Passcode: 522307

International numbers available: <https://us02web.zoom.us/j/kbcrggvsZ8>



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Ashley Helms

SUBJECT: Budget Amendments for the Bishop Airport Terminal Area Improvements Budget and the CAO-ACO Budget

RECOMMENDED ACTION:

Request Board:

A) amend the Fiscal Year 2021-2022 Bishop Airport Terminal Budget (630400) as follows: increase estimated revenue in Federal Grants (4998) by \$17,547; increase estimated revenue in Operating Transfers In (4998) by \$127,453; increase appropriation in Construction in Progress (5700) by \$95,000; and increase appropriation in External Charges (5124) by \$50,000 (*4/5ths vote required*); and

B) amend the Fiscal Year 2021-2022 CAO-ACO Budget (010201) as follows: increase appropriation in Operating Transfers Out (5801) by \$127,453 (*4/5ths vote required*).

SUMMARY/JUSTIFICATION:

It is anticipated that United Express will commence commercial flights to the Bishop Airport on December 19, 2021, pending final approval by your Board of the Use and Licensing Agreement with United Airlines. The construction of the Sprung Structure, which will house the TSA passenger screening hall and the departure lounge is underway and is anticipated to be substantially complete by the first week of December. During construction, several change orders have become necessary, including a modified location for the main electrical panel, repairs to the leach field, additional sidewalk around the terminal, and stucco repair on the existing terminal where the new building ties in. In addition to these change orders, the modifications within the existing terminal have exceeded the original estimate when budgets were set - with flooring, data cable upgrades and fire sprinkler system repair accounting for the largest increases.

The requested budget amendment would provide for the known increases and an additional \$20,000 for contingencies. The additional revenue in Federal Grants is from an increase in the FAA grant amount.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this budget amendment; this is not recommended as the additional funding is required to complete the terminal and Sprung Structure in a timely manner.

OTHER AGENCY INVOLVEMENT:

FAA
CAO

FINANCING:

All costs associated with this project are paid out of the Bishop Airport Terminal Budget (630400). A portion of the costs are reimbursable through a Fiscal Year 2021 grant from the FAA; additional costs are reimbursable through future year FAA entitlement grants. There is sufficient fund balance in the CAO-ACO Budget (010201) to facilitate the increase in the Operating Transfers Out object code.

ATTACHMENTS:

APPROVALS:

| | |
|--------------------|--------------------------------|
| Ashley Helms | Created/Initiated - 10/27/2021 |
| Darcy Ellis | Approved - 10/28/2021 |
| Ashley Helms | Approved - 11/4/2021 |
| Breanne Nelums | Approved - 11/4/2021 |
| Denelle Carrington | Approved - 11/4/2021 |
| John Vallejo | Approved - 11/4/2021 |
| Amy Shepherd | Approved - 11/8/2021 |
| Michael Errante | Final Approval - 11/8/2021 |



County of Inyo



County Counsel

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Grace Chuchla

SUBJECT: Second Reading of Redistricting Ordinance

RECOMMENDED ACTION:

Request Board approve proposed Ordinance 1273 titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Chapter 1.12 of the Inyo County Code Regarding Supervisorial Districts."

SUMMARY/JUSTIFICATION:

On November 9, 2021, your Board considered and voted to waive the first reading of this ordinance. Your Board also scheduled enactment for November 16, 2021. This ordinance therefore comes to your Board today for enactment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to enact this ordinance. However, this is not recommended, as this ordinance permits the County to adopt new district maps via resolution, rather than ordinance, which provide more time for public input into the redistricting process.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Redistricting Repeal Ordinance

APPROVALS:

Grace Chuchla
Darcy Ellis
Grace Chuchla

Created/Initiated - 11/9/2021
Approved - 11/9/2021
Approved - 11/9/2021

John Vallejo

Final Approval - 11/9/2021

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
REPEALING CHAPTER 1.12 OF THE INYO COUNTY CODE
REGARDING SUPERVISORIAL DISTRICTS**

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to repeal Chapter 1.12 of the Inyo County Code regarding supervisorial districts in preparation for the adoption of the new district maps following the 2020 Census.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority provided in Elections Code 23001, which permits the Board of Supervisors to serve as the Redistricting Commission for the County of Inyo.

SECTION THREE. MODIFICATIONS TO CHAPTER 1.12.

Chapter 1.12 of the Inyo County Code is hereby repealed in its entirety.

SECTION FOUR. 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 competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION FIVE. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION SIX. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption; provided, however that this ordinance shall not take effect until the Inyo County Board of Supervisors passes a Resolution adopting new supervisorial districts based on the 2020 Census.

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 or against the same.

PASSED AND ADOPTED this _____ day of _____ 2021, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

JEFF GRIFFITHS, Chairperson
Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Nomination of Environmental Services Joint Power Authority Delegate and Alternate(s)

RECOMMENDED ACTION:

Request Board nominate and confirm a delegate and at least one alternate to serve on the Rural County Representatives of California's (RCRC) Environmental Services Joint Powers Authority Board of Directors for calendar year 2022.

SUMMARY/JUSTIFICATION:

Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's delegate and alternate to the ESJPA Board of Directors. The first ESJPA board meeting of 2022 will be held on March 10.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Member counties of RCRC's Environmental Services Joint Powers Authority (ESJPA) annually need to designate delegates and alternates to the ESJPA Board of Directors. By the ESJPA bylaws, delegates must be an elected Supervisor from the member county. Alternates are generally a staff member in charge of solid waste/recycling programs for the county, but may also be an elected county Supervisor, and each member county may have up to two (2) designated alternates.

Historically, your Board has nominated your RCRC delegate as the ESJPA delegate, and selected a staff member in charge of solid waste programs to serve as alternate. For the past several years, your Board has selected Cap Aubrey, Recycling & Waste Management Superintendent, to serve as the alternate.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

RCRC

FINANCING:

N/A

ATTACHMENTS:

1. Environmental Services Joint Powers Authority 2022 Memo

APPROVALS:

Darcy Ellis
Michael Errante
Leslie Chapman

Created/Initiated - 11/5/2021
Approved - 11/10/2021
Final Approval - 11/12/2021



Rural Counties
Environmental Services
Joint Powers Authority
ESJPA

CHAIR – MICHAEL KOBSEFF, SISKIYOU COUNTY
VICE CHAIR – LORI PARLIN, EL DORADO COUNTY
EXECUTIVE DIRECTOR – PATRICK BLACKLOCK

TECHNICAL ADVISORY GROUP (TAG)
TAG CHAIR – TEDD WARD, DEL NORTE COUNTY
TAG VICE CHAIR – RACHEL ROSS-DONALDSON,
TEHAMA COUNTY
PROGRAM MANAGER – STACI HEATON

To: Members of the ESJPA Board of Directors
ESJPA CAO's
ESJPA Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: October 25, 2021

Re: Designation of the 2022 ESJPA Delegates and Alternates -
ACTION REQUIRED

Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to the ESJPA Board of Directors. The first ESJPA Board Meeting of 2022 will be held on March 10th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Furthermore, all Delegates and Alternates will be required to comply with the ESJPA conflict of interest code and file a Form 700.

Please do not hesitate to contact me at pblacklock@rcrcnet.org or Staci Heaton, ESJPA Program Manager, at sheaton@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachment

- ESJPA Designation Form



Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

**Designation of 2022 Delegate and Alternates for the
Rural Counties' Environmental Services Joint Powers Authority (ESJPA)**

Board of Directors

County: _____

Delegate:

➤ Supervisor _____

Alternate:

➤ 1st Alternate: _____

➤ 2nd Alternate: _____

AUTHORIZATION

Name, Title: _____

Date: _____

An Alternate is generally a staff member who is in charge of solid waste /recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's conflict of interest code and file a Form 700.



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of October 5, October 12, October 19, October 26, and November 2, and the special Board meeting of October 7.

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.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 11/9/2021
Final Approval - 11/9/2021



County of Inyo



County Counsel

TIMED ITEMS - NO ACTION REQUIRED

MEETING: November 16, 2021

FROM: Grace Chuchla

SUBJECT: Redistricting Hearing

RECOMMENDED ACTION:

Request Board conduct a noticed hearing as part of the 2021 redistricting process.

SUMMARY/JUSTIFICATION:

As the Inyo County Redistricting Committee ("ICRC"), your Board is required per Elections Code section 21507.1(a) to hold at least four noticed public hearings related to the redistricting process following the 2020 Census. This hearing is one of these hearings. The purpose of this hearing is for the ICRC to receive input from the public on issues such as communities of interest and district boundaries and for staff and the ICRC to answer any questions that the public may have about the redistricting process.

Notice of this hearing was provided as required by law, via both the timely publication of this agenda packet and via the posting of the attached Notice of Redistricting Hearing on the County's website. In addition to formal noticing, efforts were made to reach out informally to the public to raise awareness about the redistricting process.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to decline to hold a hearing. However, this is not recommended, as this hearing is part of a larger schedule that is set up to ensure that the County complies with all laws related to redistricting.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Notice of Hearing Inyo Redistricting

APPROVALS:

Grace Chuchla

Darcy Ellis

Grace Chuchla

John Vallejo

Cathreen Richards

Created/Initiated - 11/9/2021

Approved - 11/9/2021

Approved - 11/9/2021

Approved - 11/9/2021

Final Approval - 11/9/2021



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
email: dellis@inyocounty.us



NOTICE OF REDISTRICTING HEARINGS

The Inyo County Redistricting Committee (ICRC) will hold two hearings regarding the 2021 redistricting process on **November 16, 2021 at 11 am** at 224 N. Edwards St., Independence, CA 93526. Due to the coronavirus pandemic, the public may attend the hearings via Zoom at this link: <https://zoom.us/j/868254781>.

Any member of the public who wishes to address the ICRC on the topic of redistricting may do so by:

- Attending the hearings via Zoom and using the “raise hand” feature on Zoom
- Submitting a written comment via the ICRC’s website at this link: <https://www.inyocounty.us/government/board-supervisors/redistricting/comments>
- Mailing a written comment to: Inyo County Clerk of the Board, P.O. Drawer N, Independence, CA 93526

Live interpretation into Spanish is available for these hearings. However, to guarantee the availability of an interpreter, all requests for interpretation must be received at least 72 hours in advance of the hearing.

Please contact Grace Chuchla at gchuchla@inyocounty.us or 760-872-0933 if you have any questions about the redistricting process or the hearings.



County of Inyo



Planning Department

TIMED ITEMS - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Cathreen Richards

SUBJECT: Zone Reclassification No. 2021-03/McNeal and General Plan Amendment No. 2021-03/McNeal

RECOMMENDED ACTION:

Request Board:

A) receive a presentation from staff;

B) Conduct a public hearing on the following actions:

- Approval of General Plan Amendment (GPA) 2021-03/W. McNeal

- Approve proposed Ordinance 1274 - Zone Reclassification (ZR) 2021-03/McNeal, amending the Zoning Map of the County of Inyo; and

C) Certify that the provisions of the California Environmental Quality Act have been met.

SUMMARY/JUSTIFICATION:

Westley McNeal has requested a ZR and GPA for his property, located at 100 Tecopa Hot Springs Road in Tecopa, CA with Assessor Parcel Number (APN) 046-350-13. Currently, this parcel is zoned Rural Residential with a 1-acre minimum (RR-1.0) and has the General Plan designation of Residential Rural High Density (RRH). The applicant is requesting the Zoning Designation of Highway Services and Tourist Commercial with a 1.5-acre minimum (C2-1.5); and the General Plan Designation of Resort/Recreational (REC). The applicant has previously operated two short-term rentals on his property and has applied for the ZR and GPA to better match the surrounding uses and bring the intended use into conformance. These short-term rentals are not currently being used or advertised and there is no development proposed at this time.

Land Use Analysis: The property is surrounded by commercially zoned parcels for recreation and highway services. The Draft Tecopa Community Plan recommended rezoning this parcel to Commercial Recreation, but due to the small size of the parcel, the applicant has requested C2. The GPA and ZR will not alter the existing land use and there are no development proposals at this time. The parcel contains two structures, both of which have been used as residential short-term rentals without permits and the applicant is requesting the GPA and ZR to match their existing use and bring it into conformance with Inyo County Zoning Code. The short-term rentals are not currently being rented to show compliance with County Code. The GPA and ZR will not alter the character of the property or the surrounding area as they are designations for mixed residential and commercial uses similar to the current uses on the property.

General Plan: The parcel's current RRH designation relates to the current zoning of RR. The proposal to change to the REC General Plan designation will be consistent with the existing use and result in an appropriate general

plan designation to the proposed Highway Services and Tourist zoning designation. Zoning and General Plan consistency are required by the State and by the Inyo County Code meaning a zoning designation cannot be changed in a manner that causes it to no longer be compatible with the General Plan designation. In this circumstance, the ZR requires the GPA to be in compliance. The surrounding commercially zoned parcels are all zoned REC and the proposed GPA will also result in the General Plan designation being aligned with the current uses on the property.

Zoning: The parcel's current zoning designation is RR. The applicant is requesting it be changed to C2 with a 1.5-acre minimum. The structures on the property will be used as short-term rentals, which is a principal permitted use under C2. The property currently meets all development standards and yard setback requirements for the proposed zone reclassification to C2.

The parcel is 1.5 acres. The change in designation will not provide for additional future subdivisions as the parcel will not be large enough to divide into additional parcels. It is also in the public interest to have zoning designations match the existing uses on a parcel, and even more so to have zoning match the surrounding parcels. The Draft Tecopa Community Plan, completed in December 2018, recommended rezoning this parcel to Commercial Recreation (C5), but due to the small size of the parcel and large setback requirements under C5, the applicant has requested C2. The Tecopa Community Plan Identified the project vicinity, Tecopa Hot Springs, as the existing and future hub of commercial activity in the area. This ZR will better consolidate commercial activities in the desired area of Tecopa and will produce consistency between use and designation.

TRIBAL CONSULTATION

General Plan updates require that jurisdictions offer consultation opportunities to local Tribes. Pursuant to Government Code Section 65352.3, Tribes have 90-days, after receiving invitations to consult on GPAs to request consultation opportunities. Staff mailed consultation invitations on August 2, 2021 to the: Lone Pine Paiute-Shoshone Tribe, Kern Valley Indian Council, Fort Independence Indian Community of Paiutes, Walker River Reservation, Timbisha Shoshone Tribe, Bishop Paiute Tribe, and the Big Pine Paiute Tribe of the Owens Valley. The tribal consultation period ended October 31st, 2021, no requests for consultation were received.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This application for a ZR and GPA is for a property that is already disturbed, where the intended use is the existing use, and includes no additional development proposals; and, Pursuant to the California Environmental Quality Act (CEQA), potential, subsequent, development to this proposal falls into the Categorical Exemption Class 3 New Construction or Conversion of Small Structures (15303)(a) One single-family residence, or a second dwelling unit in a residential zone may be constructed or converted under this exemption.

The Planning Commission held a Public Hearing on October 27, 2021, took public comment and voted to recommend that the Board approve Zone Reclassification No. 2021-03/W.McNeal and General Plan Amendment No. 2021-03/W.McNeal and Certify that they are exempt from CEQA with a vote of 5-0 (staff report attached).

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- Do NOT approve the requested actions.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT:

FINANCING:

Land use entitlement applications are paid for by the applicant.

ATTACHMENTS:

1. Draft Ordinance Zoning Reclassification W. McNeal
2. General Plan Amendment and Zone Reclassification Report

APPROVALS:

Cathreen Richards
John Vallejo
Darcy Ellis
Cathreen Richards

Created/Initiated - 11/3/2021
Approved - 11/3/2021
Approved - 11/4/2021
Final Approval - 11/4/2021

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2021-03/W.MCNEAL AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING A 1.5-ACRE PARCEL LOCATED IN THE COMMUNITY OF TECOPA HOTSPRINGS, (APN 046-350-13) FROM RURAL RESIDENTIAL WITH A 1-ACRE MINIMUM (RR-1) TO HIGHWAY SERVICES AND TOURIST COMMERCIAL WITH A 1.5-ACRE MINIMUM (C2-1.5)

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the police power of the Board of Supervisors and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establishes the procedure for the Board of Supervisors to enact changes to the Zoning Ordinance of the County as set forth in Title 18 of said code. The Board of Supervisors is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

SECTION II: FINDINGS

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearings held on this matter, this Board finds as follows:

- (1) In accordance with Inyo County Code Section 18.81.320, Westley McNeal applied to the Inyo County Planning Commission to have the zoning map of the County of Inyo amended from Rural Residential with a 1-acre minimum (RR-1) to Highway Services and Tourist Commercial with a 1.5-acre minimum (C2-1.5), as described in Section III of this Ordinance.
- (2) On October 27, 2021 the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2021-03/W.McNeal, following which, the Commission made various findings and recommended that this Board amend Title 18, to rezone the property described in Section III of this Ordinance to Highway Services and Tourist Commercial with a 1.5-acre minimum (C2-1.5).
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.
- (4) Westley McNeal applied to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Residential Rural High Density (RRH) to Resort Recreation (REC) to best match the requested zoning and the planned commercial recreational use on the property.

- (5) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.
- (6) The proposed actions will act to further the orderly growth and development of the County by rezoning the property to Highway Services and Tourist Commercial with a 1.5-acre minimum (C2-1.5) as it best matches the current and planned future uses on the property.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on a 1.5-acre parcel located in the community of Tecopa Hot Springs, CA (APN 046-350-13) is changed from Rural Residential a 1-acre minimum (RR-1) to Highway Services and Tourist Commercial with a 1.5-acre minimum (C2-1.5).

SECTION IV: 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 16TH DAY OF NOVEMBER, 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:
Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis, Assistant



Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
FAX: (760) 872-2712
E-Mail: inyoplanning@inyocounty.us

AGENDA ITEM NO.: 7 (Action Item and Public Hearing)

PLANNING COMMISSION
MEETING DATE: October 27, 2021

SUBJECT: GPA 2021-03/W. McNeal; and, ZR
2021-03/W. McNeal

EXECUTIVE SUMMARY

The applicant, Westley McNeal, has applied to change the Zoning and General Plan Designations on his property, located at 100 Tecopa Hot Springs Road in Tecopa, CA with Assessor Parcel Number (APN) 46-350-1300. Currently, this parcel is zoned Rural Residential with a 1-acre minimum (RR-1.0) and has the General Plan designation of Residential Rural High Density (RRH). The applicant is requesting the Zoning Designation of Highway Services and Tourist Commercial with a 1.5-acre minimum (C2-1.5); and the General Plan Designation of Resort/Recreational (REC). The property has previously been used as a short-term rental and the applicant has applied for a ZR and GPA to bring the existing use into conformance and better match the surrounding uses. There is no development proposed at this time.

PROJECT INFORMATION

Supervisory District: 5

Applicants: Westley McNeal

Landowners: Westley McNeal

Community: Tecopa, CA

A.P.N.: 46-350-13

Existing General Plan: Residential Rural High Density (RRH)

Existing Zoning: Rural Residential, 1-acre minimum (RR-1.0)

Surrounding Land Use:

| Location | Use | General Plan Designation | Zone |
|-----------------|--------------------------------------|---|--|
| Site | Residential | Residential Rural High Density (RRH) | Rural Residential, 1-acre minimum (RR-1.0) |
| North | Commercial - Brewery and Hot Springs | Resort/Recreational (REC) | Commercial Recreation, 5-acre minimum (C5-5.0) |
| East | Commercial - Hot Springs | Resort/Recreational (REC) | Commercial Recreation, 5-acre minimum (C5-5.0) |
| South | Vacant | Public Facilities (PF) and Residential Rural High Density (RRH) | Public Facility (P) and Rural Residential, 1-acre minimum (RR-1.0) |
| West | Residential-Short term rentals | Resort/Recreational (REC) | Highway Services and Tourist Commercial, 1-acre minimum (C2-1.0) |

Recommended Action:

- 1.) Make certain findings with respect to and recommend the Board of Supervisors approve GPA 2021-03/W. McNeal, and certify it is exempt from CEQA.
- 2.) Make certain findings with respect to and recommend the Board of Supervisors approve ZR 2021-03/W. McNeal, and certify it is exempt from CEQA.

Alternatives:

- 1.) Specify modifications to the proposal and/or the Conditions of Approval.
- 2.) Make specific findings and deny the application.
- 3.) Continue the public hearing to a future date, and provide specific direction to staff regarding additional information and analysis needed.

Project Planner:

Graham Meese

BACKGROUND

The applicant, Westley McNeal, is proposing to change the Zoning and General Plan Designations on his property, located at 100 Tecopa Hot Springs Road in Tecopa, CA with Assessor Parcel Number (APN) 46-350-1300. Currently, this parcel is zoned Rural Residential with a 1-acre minimum (RR-1.0) and has the General Plan designation of Residential Rural High Density (RRH). The applicant is requesting the Zoning Designation of Highway Services and Tourist Commercial with a 1.5-acre minimum (C2-1.5); and the General Plan Designation of Resort/Recreational (REC). The applicant has previously operated two short-term rentals on his property and has applied for a ZR and GPA to better match the surrounding uses and bring the intended use into conformance. These short-term rentals are not currently being used or advertised and there is no development proposed at this time.

STAFF ANALYSIS

Land Use Analysis: The property is surrounded by Commercially zoned parcels for recreation and highway services. The Draft Tecopa Community Plan recommended rezoning this parcel to Commercial Recreation, but due to the small size of the parcel, the applicant has requested Highway Services and Tourist Commercial (C2). The GPA and ZR will not alter the existing land use and there are no development proposals at this time. The parcel contains two structures, both of which have been used as residential short-term rentals without permits and the applicant is requesting the GPA and ZR to match their existing use and bring it into conformance with Inyo County Zoning Code. The short-term rentals are not currently being rented to show compliance with County Code. The GPA and ZR will not alter the character of the property or the surrounding area as they are designations for mixed residential and commercial uses similar to the current uses on the property.

Zoning: The parcel that is proposed for the ZR has a zoning designation of Rural Residential (RR). The applicant is requesting a change to Highway Services and Tourist Commercial, 1.5 acre minimum (C2-1.5). The structures on the property will be used as short-term rentals, which is a principal permitted use under C2. The property currently meets all development standards and yard setback requirements for the proposed zone reclassification to C2.

The parcel is 1.5 acres. The change in designation will not provide for additional future subdivisions as the parcel will not be large enough to divide into additional parcels. It is also in the public interest to have zoning designations match the existing uses on a parcel, and even more so to have zoning match the surrounding parcels. The Draft Tecopa Community Plan, completed in December 2018, recommended rezoning this parcel to Commercial Recreation, but due to the small size of the parcel and large setback requirements under C5, the applicant has requested Highway Services and Tourist Commercial (C2). The Tecopa Community Plan Identified the project vicinity, Tecopa Hot Springs, as the existing and future hub of commercial activity. This ZR will better consolidate commercial activities in the desired area of Tecopa and will produce consistency between use and designation.

General Plan: The parcel's current Residential Rural High Density (RRH) designation relates to the current zoning Rural Residential (RR). The proposal to change to the Resort/Recreation (REC) General Plan designation will be consistent with the existing use and result in an appropriate general plan designation to the proposed Highway Services and Tourist zoning designation. Zoning and General Plan consistency are required by the State and by the Inyo County Code meaning a zoning designation cannot be changed in a manner that causes it to no longer be compatible with the General Plan designation. In this circumstance, the ZR requires the GPA to be in compliance. The surrounding commercially zoned parcels are all zoned REC and the proposed GPA will also result in the General Plan designation being aligned with the current uses on the property.

TRIBAL CONSULTATION

General Plan updates require that jurisdictions offer consultation opportunities to local Tribes. Pursuant to Government Code Section 65352.3, Tribes have 90-days, after receiving invitations to consult on GPAs to request consultation opportunities. Staff mailed consultation invitations

on August 2, 2021 to the: Lone Pine Paiute-Shoshone Tribe, Kern Valley Indian Council, Fort Independence Indian Community of Paiutes, Walker River Reservation, Timbisha Shoshone Tribe, Bishop Paiute Tribe and the Big Pine Paiute Tribe of the Owens Valley, no requests for consultation have been received to date. The tribal consultation period ends October 31st and the County cannot approve the GPA until this 90-day window has passed.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This application for a ZR and GPA is for a property that is already disturbed, where the intended use is the existing use, and includes no additional development proposals; and, Pursuant to the California Environmental Quality Act (CEQA), potential, subsequent, development to this proposal falls into the Categorical Exemption Class 3 New Construction or Conversion of Small Structures (15303)(a) One single-family residence, or a second dwelling unit in a residential zone. . . . may be constructed or converted under this exemption; and, any potential commercial cannabis cultivation will require a discretionary approval (Conditional Use Permit) by the Inyo County Planning Commission that will require an evaluation pursuant to the California Environmental Quality Act.

NOTICING & REVIEW

The application for GPA 2021-03/W. McNeal and ZR 2021-03/W. McNeal has been reviewed by the appropriate County departments with no comments indicating there are any issues with the request. The Inyo County Code Enforcement Officer did issue a notice of violation to the applicant for operating a short-term rental without the proper permit, which is the main reason the applicant has submitted this application. The applicant has stopped renting their short-term rentals and removed advertising until the requests for a GPA and ZR have been approved.

The project was noticed on October 14, 2021, in the Inyo Register and mailed to property owners within 300-feet of the project location. No comments have been received by staff to date.

RECOMMENDATIONS

Planning Department staff is recommending that the Planning Commission recommend that the Board of Supervisors approve General Plan Amendment 2021-03/W. McNeal and Zone Reclassification 2021-03/W. McNeal and certify that they are Exempt from CEQA.

Recommended Findings

1. Based on the substantial evidence the Planning Commission recommends that the Board of Supervisors certify that General Plan Amendment 2021-03/W. McNeal and Zone Reclassification 2021-03/W. McNeal are Exempt from CEQA.
[Evidence: the proposed project is covered by the General Rule 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to

CEQA. This application for a ZR and GPA is for a property that is already disturbed, where the intended use is the existing use, and includes no additional development proposals and, Pursuant to the California Environmental Quality Act (CEQA), potential, subsequent, development to this proposal falls into the Categorical Exemption Class 3 New Construction or Conversion of Small Structures (15303)(a) One single-family residence, or a second dwelling unit in a residential zone. . . . may be constructed or converted under this exemption. Any potential commercial cannabis cultivation will require a discretionary approval (Conditional Use Permit) by the Inyo County Planning Commission that will require an evaluation pursuant to the California Environmental Quality Act]

2. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that General Plan Amendment 2021-03/W. McNeal and Zone Reclassification 2021-03/W. McNeal are in conformance with the Goals and Objectives of the Inyo County General Plan.

[Evidence: The parcel's current Residential Rural High Density (RRH) general plan designation relates to the current zoning Rural Residential (RR). The proposal to change to the REC General Plan designation will result in it appropriately corresponding to the proposed Highway Services and Tourist zoning designation. Zoning and General Plan consistency are required by the State and by the Inyo County Code meaning a zoning designation cannot be changed in a manner that causes it to no longer be compatible with the General Plan designation. In this circumstance, the ZR requires the GPA to be in compliance. The surrounding commercially zoned parcels are all zoned REC and the proposed GPA will also result in the General Plan designation being aligned with the current uses on the property.]

3. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that General Plan Amendment 2021-03/W. McNeal and Zone Reclassification 2021-03/W. McNeal are consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

[Evidence: The proposed Zone Reclassification is from Rural Residential to Highway Services and Tourist Commercial, 1.5 acre minimum (C2-1.5). The parcel is 1.5 acres. The change in designation will not provide for additional future subdivisions as the parcel will not be large enough to divide into additional parcels. It is also in the public interest to have zoning designations match the existing uses on a parcel, and even more so to have zoning match the surrounding parcels. The Draft Tecopa Community Plan, completed in December 2018, recommended rezoning this parcel to Commercial Recreation(C5), but due to the small size of the parcel and large setback requirements under C5, the applicant has requested Highway Services and Tourist Commercial (C2). The Tecopa Community Plan Identified the project vicinity, Tecopa Hot Springs, as the existing and future hub of commercial activity. This ZR will better consolidate commercial activities in the desired area of Tecopa and will produce consistency between use and designation.]

4. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the site is physically suited for the proposed type and density of development, and finds that the existing and planned public facilities and services are adequate to meet the needs of the proposed project.

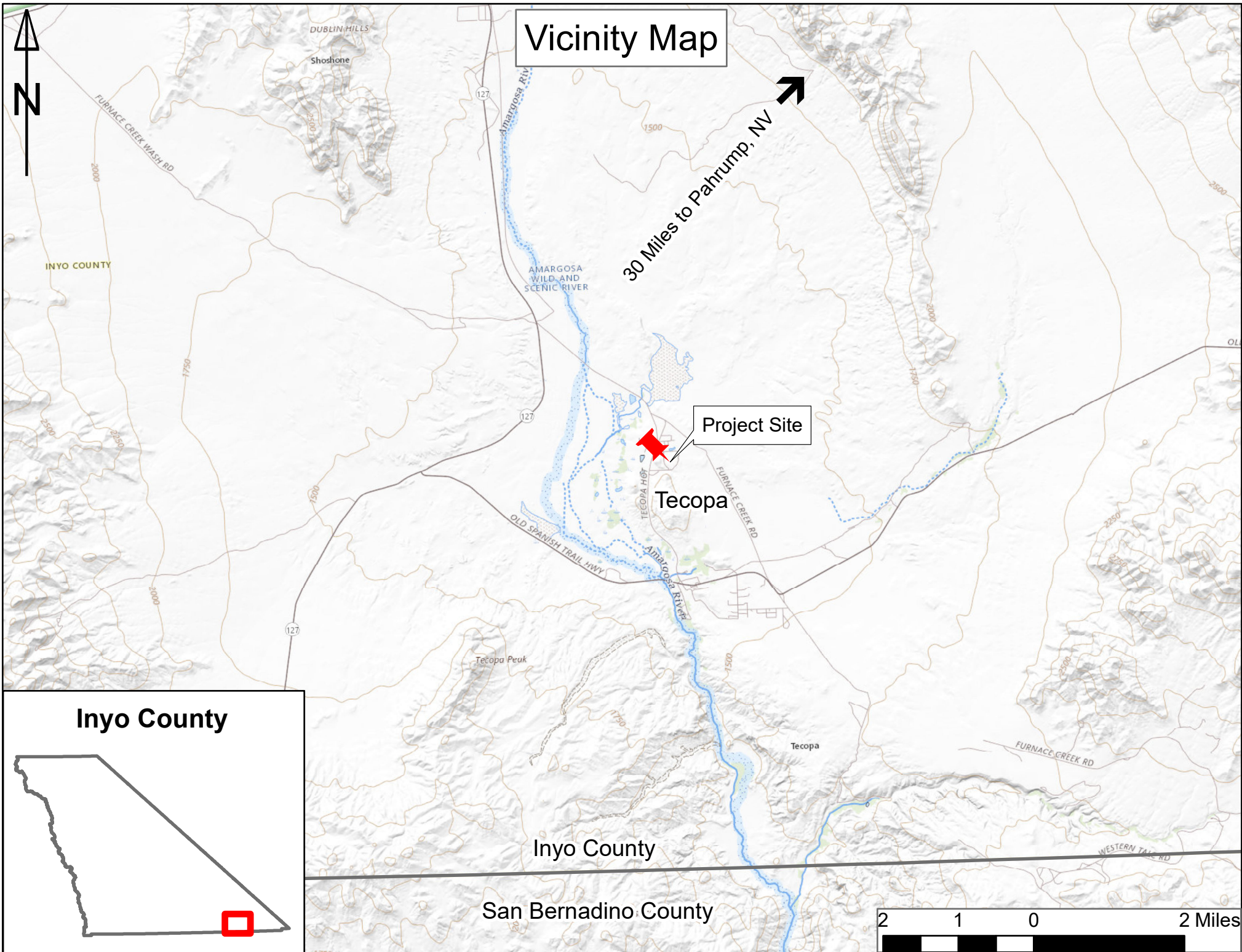
[Evidence: The project is consistent with the commercial and residential uses of the surrounding area. This residentially zoned parcel is surrounded by commercially zoned parcels. The proposed GPA and ZR are aligned with the continued commercial development of the Tecopa Hot Springs area. The GPA and ZR do allow for a potential increase in intensity or density on the site as it changes the parcel from residential to more potential commercial uses, but the applicant has stated that he is just trying to bring the existing short-term rental uses on the property into conformance with the County's Zoning Ordinance. Water is provided to this property via a legal agreement with Delight's Hot Spring Resort to the north and an existing septic system is in place for the two structures on the property.]

5. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial impacts to public health, safety or welfare.

[Evidence: The proposed General Plan Amendment and Zone Reclassification will allow the current uses on the property to be consistent with the County's Zoning Ordinance by changing the zoning to match the current and future planned uses on the parcel and changing the General Plan to properly correspond with the zoning designation. The Draft Tecopa Community Plan recommended rezoning this parcel to Commercial Recreation, but due to the smaller size of the parcel, the applicant has requested Highway Services and Tourist Commercial. Although the designation changes allow for a potential increase in intensity or density on the site as it changes the parcel from residential to more potential commercial uses, the applicant does not plan to change the existing residential and short-term rental uses on the property; and therefore, will not create substantial impacts to the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare.]

Attachments:

- Vicinity Map
- Site Map
- Site Layout



Site Map

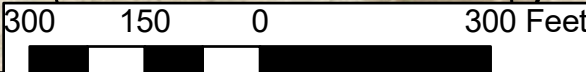


Existing:

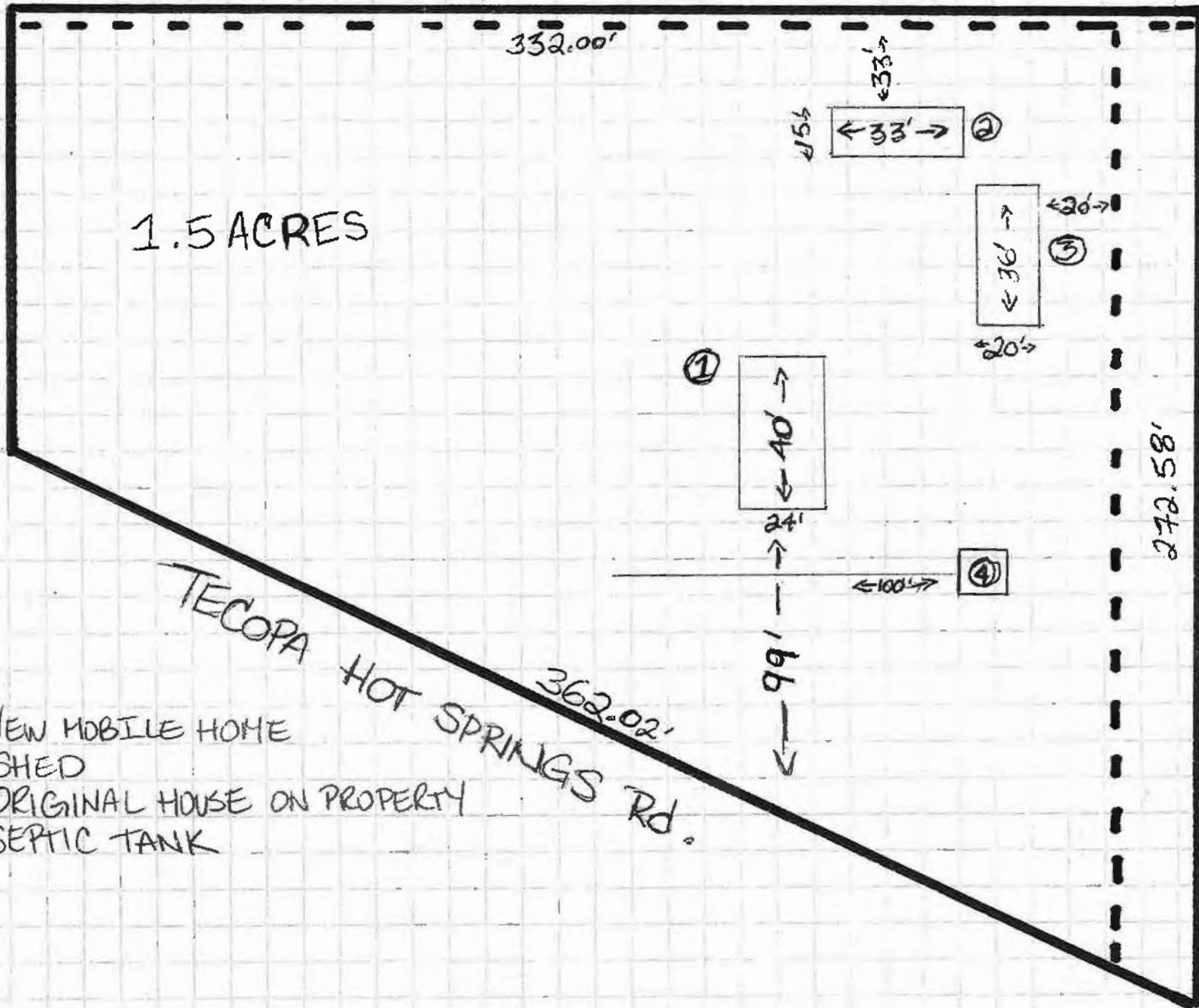
Zone: RR-1.0
General Plan: RRH

Proposed:

Zone: C2-1.5
General Plan: REC



Site Layout



- ① NEW MOBILE HOME
- ② SHED
- ③ ORIGINAL HOUSE ON PROPERTY
- ④ SEPTIC TANK

October 26, 2021

Dear Inyo and Mono County Supervisors:

We are a group of seven fire safe councils in Inyo and Mono Counties that has collaborated to bring this letter before your Boards in response to concerns about wildfire activity in and around our communities. We acknowledge and appreciate the attention paid to wildfire issues to date by the counties, including the recent enactment of fire restrictions, and would like to see further action.

Drought and extremely dry conditions in the Eastern Sierra have drastically increased the danger from wildfires over the last decade. The Tamarack Fire and Mountain View Fire are recent tragic examples. This heightened wildfire risk has prompted fire safe councils in the Eastern Sierra to join efforts in addressing this growing problem. We are looking to you, as our elected officials charged with the health and safety of the communities in each of your respected jurisdictions of Inyo and Mono Counties, to continue to assist in furthering fire safe policies, management, and advocacy.

The region's fire safe councils are seeking your help and cooperation to achieve the following objectives:

- 1) Inform and educate the public about current fire restrictions and wildfire risks and provide information on what the public can do to reduce fire risk in their communities and on public lands in the Eastern Sierra. The region's fire safe councils are ready to partner with local governments to provide information and projects to communities that raise awareness of fire safe practices and strategies.
- 2) Work with federal land managers to define and impose fire restrictions based on risk and fire conditions in specific, localized areas, instead of basing restrictions and warnings on general conditions over the entire Eastern Sierra. The large variations seen in the Eastern Sierra landscape make a more localized approach to assessing fire risks far more effective.
- 3) Collaborate with federal land managers and the Los Angeles Department of Water and Power to reduce the risk of human-caused wildfires, focusing special attention on the increased wildfire risk that has arisen with the increase in the number of dispersed campers in the Eastern Sierra. We ask that Supervisors pay particular attention to the wildlands immediately adjacent to our communities. This concern is being addressed by the Eastern Sierra Dispersed Camping Collaborative initiated by Mono County Supervisor Bob Gardner. The "Camp Like a Pro" campaign should continue to receive your support and should be expanded to include specific information and content about Inyo and Alpine Counties. Expanding the program to include signage at locations used by dispersed campers would be a logical next step.

These suggestions were generated over time as the region's fire safe councils interacted with concerned residents and through collaborative meetings with the Regional Forest and Fire Capacity Program and other fire safe councils in the region and across the state.

There are ten fire safe councils within the Eastern Sierra, representing Alpine County, Twin Lakes, Mono Basin, June Lake, Mammoth Lakes, Swall Meadows, 40 Acres, Wilkerson, Independence, and Lone Pine. A fire safe council is a volunteer community-based organization established to support and/or create programs and projects that will help create a fire-safe community.

The fire safe councils in the region have used several strategies to foster this goal: 1) promoting awareness of fire safe practices by providing information at community events, via social media, and using the news media and mailings; 2) enhancing the effectiveness of wildland fire fighting before a fire by supporting and implementing fuel-reduction projects; 3) seeking grants and other funds to aid in community fire safe projects and fire awareness activities; and 4) assisting in the creation of Community Wildfire Protection Plans.

We appreciate your consideration and will continue to work in our communities and with you, other agencies, local governments, and federal land managers to create fire safe communities and landscapes in the Eastern Sierra.

Sincerely,

Mono Basin Fire Safe Council

Mammoth Lakes Fire Safe Council

Wheeler Crest Fire Safe Council

40 Acres Fire Safe Council

Wilkerson Fire Safe Council

Independence Fire Safe Council

Lone Pine Fire Safe Council

Holly Alpert, Regional Forest and Fire Capacity Program

holly.easterncaliforniawater@gmail.com, 760-709-2212

cc: Lesley Yen, Supervisor, Inyo National Forest

Steve Nelson, Field Manager, Bureau of Land Management – Bishop Field Office

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6.99)

TO: Department of Alcoholic Beverage Control
4800 STOCKDALE HWY
STE 213
BAKERSFIELD, CA 93309
(661) 395-2731

File Number: **632958**
Receipt Number: **2693514**
Geographical Code: **1400**
Copies Mailed Date: **November 8, 2021**
Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

RECEIVED

First Owner: **SMITH SIERRA PROPERTIES INC**
Name of Business: **LAKE SABRINA BOAT LANDING**
Location of Business: **BISHOP CREEK N FORK 19M W OF
BISHOP, CA 93514**

NOV 10 2021

Inyo County Administrator
Clerk of the Board

County: **INYO**

Is Premises inside city limits? **No** Census Tract: **0001.00**

Mailing Address:(If different from premises address) **5001 S LAKE RD
BISHOP, CA 93514**

Type of license(s): **59** Dropping Partner: Yes ___ No **X**

Transferor's license/name: **568292 / LAKE SABRINA BOAT LANDING, LLC**

| <u>License Type</u> | <u>Transaction Type</u> | <u>Master</u> | <u>Secondary LT And Count</u> | | |
|-------------------------------------|-------------------------|---------------|-------------------------------|--|--|
| 59 - On-Sale Beer And Wine Seasonal | PER | Y | | | |

| <u>License Type</u> | <u>Transaction Description</u> | <u>Fee Code</u> | <u>Dup</u> | <u>Date</u> | <u>Fee</u> |
|---------------------------------|--------------------------------|-----------------|------------|-------------|------------|
| Application Fee | PERSON TO PERSON TRF | NA | 0 | 11 08 21 | \$335.00 |
| 59 - On-Sale Beer And Wine Seas | ANNUAL FEE | 6MOS | 0 | 11 08 21 | \$190.00 |
| Total | | | | | \$525.00 |

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of **INYO**

Date: **November 8, 2021**

Applicant Name(s)

SMITH SIERRA PROPERTIES INC

TITLE 14. Fish and Game Commission

Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 203, 219, 265, 331, 460, 1050, 3051, 3452, 3453, 3953 and 4334, Fish and Game Code and to implement, interpret or make specific Sections 200, 203, 203.1, 255, 265, 331, 332, 458, 459, 460, 713, 1050, 3051, 3452, 3453, 3953 and 4334; Title 14, California Code of Regulations, relating to big game mammal hunting regulations.

Informative Digest/Policy Statement Overview

The California Department of Fish and Wildlife (Department) manages deer, bighorn sheep, pronghorn antelope, and elk resources in California. Deer hunting tags, bighorn sheep hunting tags, pronghorn antelope hunting tags, and elk hunting tags are required to hunt these species in California. The Department distributes hunting tags for certain deer, bighorn sheep, pronghorn antelope, and elk annually via the big game drawing. Public demand for deer, bighorn sheep, pronghorn antelope, and elk hunting tags exceeds the available opportunities; therefore, a modified preference point system (currently Section 708.14) provides preference to hunters who have applied for, but not received, tags in past drawings. Each year a hunter applies for a premium deer, bighorn sheep, pronghorn antelope, or elk hunting tag and is not drawn, that hunter receives a preference point which gives that hunter preference in future drawings for that species. A portion of the tag quota for deer, bighorn sheep, pronghorn antelope, and elk tags are allocated by preference point drawing each year. A portion of tags are issued randomly to allow some opportunity for new hunters and hunters that do not have enough preference points to draw through the preference point portion of the drawing.

The 2021 season trails the catastrophic 2020 fire season, and like 2020, has caused unprecedented public land closures, including the temporary closure of all national forests in California. These closures have resulted in a loss of opportunity for hunters who had “once in a lifetime” deer, bighorn sheep, pronghorn antelope, or elk hunting tags. Hunters used many years of accumulated preference points (in many cases 19 years of preference points) to obtain the required tags for the hunts specified in the proposed regulation.

Regulations to address conditions resulting from the 2021 fire season are needed to allow hunters to return their first-choice tags after the season starts. The Department is proposing to amend Section 708.14, subsections (j) (for deer) and (k) (for bighorn sheep, pronghorn antelope, and elk) to allow hunters who lost their opportunity to hunt due to land closures caused by fires to return certain deer, bighorn sheep, pronghorn antelope, and elk tags for reinstatement of the preference points used to obtain the tag through the drawing and earn one preference point for the license year after the start of the hunting season. The eligibility for tag refund continues to apply only to the elk, bighorn sheep, and pronghorn antelope tags. Hunters who request a refund would be required to pay the \$31.93 nonrefundable big game tag return processing fee specified in Section 702.

The purpose of the proposed regulation is to authorize the Department to consider reinstatement of preference points and award one preference point for the license year for certain deer tags and to refund tag fees, reinstate preference points, and award one preference point for the license year for bighorn sheep, pronghorn antelope, and elk hunts whose hunt zones are inaccessible for sixty-six percent (66%) or more of the season as a

result of public land closures. Considering that public lands access restrictions have changed during the preparation of these regulatory documents (fall 2021), this regulation aims to function retroactively, whereby written requests for point reinstatements (and refunds, if applicable) would need to be postmarked before May 1, 2022 for consideration. The regulation would act prospectively for the 2022 license year and beyond, and require postmark before February 28 of that license year.

The proposal would affect hunters who were drawn for the following deer, bighorn sheep, pronghorn antelope, and elk hunts:

Deer

- Those deer zones defined in Title 14, Section 708.1 and described as Premium Deer Hunt Tags
 - The approximate number of premium deer hunt tags eligible for points re-instatement (as of September 16, 2021): **15,037** across 14 archery zones and 6 general zones

Bighorn Sheep

- Those zones defined in Title 14, Section 362
 - The approximate number of bighorn sheep hunt tags affected (as of September 16, 2021): **0**. No sheep hunts are affected by known public land closures and thus the proposed regulation.

Pronghorn Antelope

- Those zones defined in Title 14, section 363
 - The approximate number of pronghorn antelope hunt tags affected (as of September 16, 2021): **106**

Elk

- Those zones defined in Title 14, Section 364
 - The approximate number of elk hunt tags affected (as of September 16, 2021): **113** across 7 general zones, 1 archery zone, and 2 apprentice zones

Benefits of the regulations

The proposed regulation will authorize the Department to reinstate preference points and award one additional preference point for the license year for certain deer tags, and reinstate preference points, award one additional preference point for the license year, and issue tag fee refunds to hunters who lost elk, bighorn sheep, and pronghorn antelope hunting opportunities due public land closures.

Non-monetary benefits to the public

The Commission expects this proposal will provide non-monetary benefits to the public by promoting fairness in the allocation of public hunting opportunities because hunters who lost deer, elk, bighorn sheep, and pronghorn antelope hunting opportunities will have the ability to

have their preference points reinstated, earn a preference point for the license year, and have another chance to obtain a deer, elk, bighorn sheep, or a pronghorn antelope tag in the future. The Commission does not anticipate non-monetary benefits to the public through the protection of public health and safety, worker safety, the prevention of discrimination, the promotion social equity and the increase in openness and transparency in business and government.

Consistency and compatibility with existing state regulations

The Commission, pursuant to Fish and Game Code Sections 200 and 203, has the sole authority to regulate deer, elk, bighorn sheep, and pronghorn antelope hunting in California. Commission staff has searched the California Code of Regulations and has found the proposed changes pertaining to deer, elk, bighorn sheep, and pronghorn antelope tag allocations are consistent with Title 14. Therefore, the Commission has determined that the proposed amendments are neither inconsistent nor incompatible with existing State regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a webinar/teleconference hearing to be held on Wednesday, December 15, 2021, at 8:30 a.m., or as soon thereafter as the matter may be heard. Instructions for participation in the webinar/teleconference hearing will be posted at www.fgc.ca.gov in advance of the meeting or may be obtained by calling 916-653-4899.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in Sacramento, California on Thursday, February 17, 2022 at 8:30 a.m., or as soon thereafter as the matter may be heard. The specific location for this meeting is still being determined. As soon as this information is available, but not less than thirty days before the hearing, a continuation notice will be sent to interested and affected parties providing an exact location. The continuation notice will also be published in the California Regulatory Notice Register and published on the Commission's website.

It is requested, but not required, that written comments be submitted on or before February 17, 2022 at the address given below, or by email to FGC@fgc.ca.gov. Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on February 11, 2022. All comments must be received no later than February 17, 2021, during the hearing. If you would like copies of any modifications to this proposal, please include your name and email or mailing address. Mailed comments should be addressed to Fish and Game Commission, PO Box 944209, Sacramento, CA 94244-2090.

Availability of Documents

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout format can be accessed through the Commission website at www.fgc.ca.gov. The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Melissa Miller-Henson, Executive Director, Fish and Game Commission, 715 P Street, P.O. Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above-mentioned documents and inquiries concerning the

regulatory process to Melissa Miller-Henson or David Thesell at the preceding address or phone number. **Brad Burkholder, Environmental Program Manager, has been designated to respond to questions on the substance of the proposed regulations. He can be reached at (916) 373-6619 or via email at Brad.Burkholder@wildlife.ca.gov.**

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 265 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4, 11346.8 and 11347.1 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when the approved final has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Assessment

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. Considering the relatively small number of tags eligible for refund for bighorn sheep for the 2021 license year (zero), pronghorn sheep (100), and elk (109) over the entire state, this proposal is economically neutral to business. Given the recent timing of wildfires and potentials for public land closures, the impacts for the 2022 license year are anticipated to be similar.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission anticipates no impact on the creation or elimination of jobs within the state, no impact on the creation of new business, the elimination of existing businesses or the expansion of businesses in California as minor variations in hunting regulations are, by themselves, unlikely to provide a substantial enough economic stimulus to the state.

The Commission anticipates benefits to the health and welfare of California residents. Hunting provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of the State's resources. The proposed action will not provide benefits to worker safety. The Commission anticipates benefits to the State's environment in the sustainable management of natural resources

(c) Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with this proposed action. Individuals may receive refunds for previously paid tag fees that could vary from \$45.60 for a resident bighorn sheep tag (includes base fee and surcharge), to \$159.91 for a resident pronghorn antelope tag, to \$475.20 for a resident elk tag. A \$31.93 nonrefundable big game tag return processing fee per refund, as specified in Section 702, is deducted from the amount refunded. The choice to obtain a refund is not required and is purely discretionary for each individual.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State

Under the proposed regulation, a total of 209 hunters could be eligible for tag refunds. Hunters would be required to pay the \$31.93 nonrefundable big game tag return processing fee specified in Section 702. There are no big horn sheep hunters, 100 pronghorn antelope (including 6 apprentice hunters), 109 elk hunters (including four apprentice hunters), 0 bighorn sheep hunters, and 38 pronghorn antelope hunters who could potential request tag refund. At most, the Department would be required to issue 209 tag refunds for up to a net total of approximately \$61,120.

Additionally, the Department anticipates that the projected increase in the total number of refunds and point reinstatements may exceed staff time currently budgeted for those job tasks. In the current hunt season, the total staff time/costs redirected to processing tag refunds and/or point reinstatements is estimated to exceed a typical year by \$291,657.

The combined cost estimates total \$352.77.

(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs Mandated on Local Agencies or School Districts None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

David Thesell
Program Manager

Dated: November 2, 2021