

# 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](mailto: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](mailto:boardclerk@inyocounty.us). Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

**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 2, 2021 - 9:00 AM**

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

### **CLOSED SESSION**

2. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957 – Title: County Counsel.**

**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.)

3. **PLEDGE OF ALLEGIANCE**
4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
5. **PUBLIC COMMENT** (Comments may be time-limited.)
6. **INTRODUCTIONS** - The following new HHS employees will be introduced to the Board: Lexey Dennison, Office Clerk III, Micaela Muro, Prevention Specialist, Nicole Spaulding, Social Services Aide, and Taylor Hartshorn, Administrative Secretary II.

7. **COUNTY DEPARTMENT REPORTS**
8. **PRESENTATION** - Risk Manager Aaron Holmberg will present the annual safety award for "Most Improved in Safety."
9. **COVID-19 STAFF UPDATE - Scheduled for 1 p.m.**

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

10. **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.
11. **County Administrator - Emergency Services & Public Works** - Request Board: A) declare Quinn Lift of Bakersfield, CA as the successful bidder for a Caterpillar forklift per Bid No. SW 21-1021; and B) authorize a purchase order for an amount not to exceed \$34,179 for the purchase of a Caterpillar brand forklift from Quinn Lift of Bakersfield, CA.
12. **County Administrator - Information Services** - Request Board approve the renewal of a Software Maintenance Agreement between CivicPlus, Inc. and the County of Inyo for the County's Board meeting streaming and agenda automation system for the period of December 1, 2021 through November 30, 2022, in an amount not to exceed \$11,779.99.
13. **County Administrator - Information Services** - Request Board: A) declare the California Broadband Cooperative (CBC) of Bishop, CA, the sole-source provider of ELAN network services; B) approve the service agreement between the County of Inyo and the CBC of Bishop, CA for the provision of moving the existing ELAN connection from 380 North Mount Whitney Drive in Lone Pine to 310 North Jackson Street in Lone Pine in an amount not to exceed \$18,560.40 for the project, and of continuing the ELAN services for five years in an amount not to exceed \$5,040 beginning at the completion of circuit activation, contingent upon the Board's approval of future budgets; and C) authorize the Board Chairperson to sign, contingent upon all appropriate signatures being obtained.
14. **Health & Human Services - Behavioral Health** - Request Board approve payment of \$14,754.00 to Baker & Hostetler, LLP for professional services rendered.
15. **Health & Human Services - Fiscal** - Request Board ratify and approve Amendment No. 1 to Standard Agreement for Contract Number AP-2122-16, between the County of Inyo and the California Department of Aging (CDA), increasing the overall allocation by \$242,045, for a total contract amount of \$1,375,686, and authorize the HHS Director to sign.
16. **Public Works** - Request Board approve the five-year contract between the County of Inyo and Titan Aviation Fuels of New Bern, NC for the provision of aviation fuel supply for the period of January 1, 2022 to December 31, 2026, and authorize the Chairperson to sign.
17. **Public Works - Recycling & Waste Management** - Request Board approve the

contract between the County of Inyo and Gregg Drilling, LLC of Signal Hill, CA for the provision of Groundwater Monitoring Well Installation Project in an amount not to exceed \$57,386 for the period of November 15, 2021 through June 30, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

18. **County Administrator - Information Services** - Request Board hear an update from Information Services Director Scott Armstrong on Inyo County's Broadband Task Force activities to date.
19. **Board of Supervisors** - Request Board confirm from among its members a delegate and alternate to serve on the boards of directors for the Rural County Representatives of California (RCRC), the Golden State Finance Authority (GSFA), and the Golden State Connect Authority (GSCA).
20. **Water Department** - Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for November 3, 2021.
21. **Public Works - Town Water Systems** - Request Board waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Section 4.12.090 to the Inyo County Code Regarding Liens for Delinquent Water Bills," and schedule enactment for November 9, 2021 in the Board of Supervisors Chambers, County Administrative Center, Independence.

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

22. **10:15 a.m. - County Administrator** - Request Board receive a presentation from the Rural County Representatives of California (RCRC) on the organization and its affiliates, as well as short-, mid-, and long-term broadband options.
23. **11 a.m. - County Counsel** - Request Board conduct a noticed hearing as part of the 2021 redistricting process.

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

24. ***PUBLIC COMMENT***

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

25. **Treasurer-Tax Collector** - Treasury Status Report for the Quarter Ending September 30, 2021.



# County of Inyo



## County Administrator - Risk Management

### WORKSHOPS AND PRESENTATIONS - NO ACTION REQUIRED

**MEETING:** November 2, 2021

**FROM:** Aaron Holmberg

**SUBJECT:** Presentation of Annual Award

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**RECOMMENDED ACTION:**

**PRESENTATION** - Risk Manager Aaron Holmberg will present the annual safety award for "Most Improved in Safety."

**SUMMARY/JUSTIFICATION:**

Continuous improvement is a hallmark of a successful safety program. The annual safety award strives to acknowledge continuous improvement in employee and facility safety, and to encourage such improvements throughout all county locations. The award is given at the discretion of Risk Management following the annual, comprehensive safety audit of all locations. Risk Management wishes to thank all employees for their cooperation during September 2021.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The first annual Most Improved in Safety award was the 2020 award, and that went to the well deserved HHS Aging and Social Services for incredible improvements especially at Statham Hall. This award goes to another department for outstanding improvements at one particular location.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

There is no additional cost associated with this item. Risk Management funded and acquired the award item, an engraved candy dish.

**ATTACHMENTS:**

**APPROVALS:**

Aaron Holmberg  
Darcy Ellis  
Sue Dishion  
Aaron Holmberg

Created/Initiated - 10/22/2021  
Approved - 10/22/2021  
Approved - 10/28/2021  
Final Approval - 10/28/2021



# County of Inyo



## County Counsel

### CONSENT - ACTION REQUIRED

**MEETING:** November 2, 2021

**FROM:** County Counsel

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

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**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

**APPROVALS:**

Darcy Ellis  
John Vallejo  
Leslie Chapman

Created/Initiated - 10/8/2021  
Approved - 10/11/2021  
Final Approval - 10/28/2021



*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*

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Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

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

Re: Continued Recommendation Re Social Distancing and Remote Meetings

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

This recommendation will remain in place until further notice.

Dr. James A. Richardson  
Inyo County Health Officer



# County of Inyo



## County Administrator - Emergency Services & Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** November 2, 2021

**FROM:** Cap Aubrey, Kelley Williams

**SUBJECT:** Request Board authorize a purchase order payable to Quinn Lift of Bakersfield, Ca for a Caterpillar Forklift

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**RECOMMENDED ACTION:**

Request Board: A) declare Quinn Lift of Bakersfield, CA as the successful bidder for a Caterpillar forklift per Bid No. SW 21-1021; and B) authorize a purchase order for an amount not to exceed \$34,179 for the purchase of a Caterpillar brand forklift from Quinn Lift of Bakersfield, CA.

**SUMMARY/JUSTIFICATION:**

In June of 2020, Inyo County received an Emergency Management Performance Grant Program COVID-19 Supplemental Grant (2020 EMPG-S) non-matching allocation in the amount of \$76,419.

The 2020 EMPG-S grant was allocated to Inyo County to assist with public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency.

The 2020 EMPG-S grant guidance encourages recipients to use these funds to support logistics and supply chain management operations and planning activities.

The Inyo County Office of Emergency Services (Inyo OES) has determined that proper bulk material handling equipment was needed to efficiently load and unload commodities, such as medical equipment and supplies, food, bottled water, PPE, sanitation supplies, paper toiletry and cleaning products. The equipment would need to be deployable and could be used at various points of distribution and identified alternate care sites and shelters throughout the Operational Area (OA).

County Administration - OES and the Public Works - Recycling & Waste Management Department have worked together to bring this bulk material handling equipment "forklift" bid award and purchase to your Board today for consideration. Recycling & Waste Management issued an invitation for bids. Two vendors responded to the bid solicitation. Bid results include \$37,700.64 from Forklift Select, LLC of Denver Colorado, which did not meet our purchasing requirements; \$37,200.15 from Quinn Lift of Bakersfield, CA for a Mitsubishi brand; and \$34,179 from Quinn Lift of Bakersfield, CA for a Caterpillar brand forklift.

This project will complement the 2019 EMPG grant previously purchased (3) 8' x 40' cargo containers that are staged throughout the OA and are used for logistics distribution and resource management.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to award this bid or authorize the purchase of this bulk material handling equipment "forklift." However, this would not be in the best interest of the County. The 2020 EMPG-S one-time non-matching allocation must be spent by December 27, 2021. If this purchase is not authorized, the County would be passing up an opportunity to maximize the funds that have been allocated to the OA for disaster response activities.

**OTHER AGENCY INVOLVEMENT:**

Emergency Services

**FINANCING:**

Finance- This equipment is included in the Fiscal Year 21/22 Board Approved 2020 EMPG-S Budget #610191, Equipment Object Code #5650

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott	Created/Initiated - 10/22/2021
Darcy Ellis	Approved - 10/22/2021
Teresa Elliott	Approved - 10/22/2021
Kelley Williams	Approved - 10/22/2021
Marshall Rudolph	Approved - 10/22/2021
Amy Shepherd	Approved - 10/22/2021
Michael Errante	Final Approval - 10/25/2021



# County of Inyo



## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** November 2, 2021

**FROM:** Rochelle Romo

**SUBJECT:** CivicPlus Maintenance Agreement

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#### RECOMMENDED ACTION:

Request Board approve the renewal of a Software Maintenance Agreement between CivicPlus, Inc. and the County of Inyo for the County's Board meeting streaming and agenda automation system for the period of December 1, 2021 through November 30, 2022, in an amount not to exceed \$11,779.99.

#### SUMMARY/JUSTIFICATION:

To provide an alternative to driving to Independence, a project with the goal to leverage technology to broadcast board meetings in real-time over the internet (webcast) as well as record and archive the Board proceedings for later viewing via the internet was established.

In March 2015, the County of Inyo was awarded a grant from the Great Basin Air Pollution Control District to mitigate pollution generated, in part, by vehicles driving to and from Independence to attend Board meetings. BoardSync, Inc. was selected as the webcast host based on a thorough evaluation of various vendors. CivicPlus acquired BoardSync in the fall of 2017 and rebranded the service as CivicClerk in 2017. Even during COVID and using Zoom for the Board meetings, the video is uploaded to the platform for later viewing by people who aren't able to watch it in real-time.

The CivicPlus platform has benefited the County but reducing printing costs since the system is accessible online for all departments and eliminating the need for them to print copies of their agenda items. It has also greatly streamlined the process of adding agenda items to the meetings, getting approvals from various departments, and communicating back and forth on the items during the approval process.

The maintenance agreement is based on an automatic, annual renewal.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

#### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve the maintenance agreement renewal, in which case the ability of the County to broadcast normal, in-person board meetings over the internet would be halted and County would be prevented from using its automated agenda system until another solution could be implemented.

**OTHER AGENCY INVOLVEMENT:**

All County of Inyo departments and the Public could be affected.

**FINANCING:**

The cost of the support service renewal for the period from 12/01/2021 through 11/30/2022 is in the approved Information Services FY 2021/2022 budget (011801-5177) Maintenance of Computer Systems.

**ATTACHMENTS:**

1. Invoice 218168

**APPROVALS:**

Rochelle Romo	Created/Initiated - 10/18/2021
Darcy Ellis	Approved - 10/19/2021
Rochelle Romo	Approved - 10/19/2021
Scott Armstrong	Approved - 10/19/2021
Marshall Rudolph	Approved - 10/19/2021
Amy Shepherd	Approved - 10/19/2021
Sue Dishion	Final Approval - 10/19/2021



# Invoice

CivicPlus LLC  
 NEW REMITTANCE ADDRESS  
 (FOR PAYMENTS ONLY)  
 CivicPlus  
 PO Box 1572  
 Manhattan KS 66505

#218168

12/1/2021

PO #

**Bill To**

Scott Armstrong  
 County of Inyo  
 168 North Edwards Street  
 Independence CA 93526

**TOTAL DUE**

**\$11,779.99**

Due Date: 12/31/2021

Terms	Due Date	PO #	Approving Authority
Net 30	12/31/2021		

Qty	Item	Start Date	End Date
1	CivicClerk Annual Fee Renewal	12/1/2021	11/30/2022

**Total** \$11,779.99

**Due** \$11,779.99

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to Accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
KS State Bank	CivicPlus LLC	1046292	101101536

A finance charge of 1.5% per month will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If you have any questions, please contact accounting@civicplus.com or 888-228-2233 option 1, then option 3. Please retain this statement for your records. Thank you!

CivicPlus  
 302 S 4th St.  
 Suite 500  
 Manhattan KS 66502



# County of Inyo



## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** November 2, 2021

**FROM:** Scott Armstrong

**SUBJECT:** Move HHS & Probation Network Connection in Lone Pine to the Consolidated Office in Lone Pine

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#### **RECOMMENDED ACTION:**

Request Board: A) declare the California Broadband Cooperative (CBC) of Bishop, CA, the sole-source provider of ELAN network services; B) approve the service agreement between the County of Inyo and the CBC of Bishop, CA for the provision of moving the existing ELAN connection from 380 North Mount Whitney Drive in Lone Pine to 310 North Jackson Street in Lone Pine in an amount not to exceed \$18,560.40 for the project, and of continuing the ELAN services for five years in an amount not to exceed \$5,040 beginning at the completion of circuit activation, contingent upon the Board's approval of future budgets; and C) authorize the Board Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### **SUMMARY/JUSTIFICATION:**

This agreement will move the existing CBC Mbps ELAN connection (ELAN is defined below) from the former Health and Human Services and Probation location at 380 North Mount Whitney Drive in Lone Pine to the new location at 310 North Jackson Street in Lone Pine, and will renew the service agreement for a new 5-year term.

An ELAN connection is Ethernet network service that extends an organization's Local Area Network to areas beyond the physical 300-meter distance limits for network cabling. This ELAN connection connects the Lone Pine location to our County's private network using CBC equipment and fiber-optic network cabling. The connection itself doesn't provide general Internet access -- it becomes part of our County's network and allows employees at that location to access the Internet through the County's existing Internet connections.

The Lone Pine HHS and Probation departments have been using a CBC ELAN connection to access resources on the County network, but those offices have moved from their leased location on North Mount Whitney Drive to a County-owned building on North Jackson Street as part of the County's office consolidation effort.

Sole Source Justification: The CBC ELAN service integrates the County's Lone Pine location network connection to our County network, and using a different company to integrate the Lone Pine location's connection with the County network would require a "substantial investment that would have to be duplicated at the County's expense by another contractor entering the field."

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funding for construction costs to move the connection is budgeted in account 023000, object code 5351 (Adult Probation, Utilities, \$1,000), account 045200, object code 5265 (CMH, Professional Services, \$8,782.20), and in account 055800, object code 5265 (Social Services, Professional Services, \$8,782.20).

Funding for the monthly service payments is budgeted in account 023000, object code 5351 (Adult Probation, Utilities, \$2.10), account 023100, object code 5351 (Probation, Utilities, \$2.10), and account 055800, object code 5351 (Social Services, Utilities, \$79.80).

**ATTACHMENTS:**

1. Inyo HHS Move Quote/Service Agreement

**APPROVALS:**

Scott Armstrong	Created/Initiated - 10/26/2021
Darcy Ellis	Approved - 10/26/2021
Scott Armstrong	Approved - 10/26/2021
Marilyn Mann	Approved - 10/27/2021
Jeffrey Thomson	Approved - 10/28/2021
Marshall Rudolph	Approved - 10/28/2021
Amy Shepherd	Final Approval - 10/28/2021



california**broadband**cooperative  
873 N. Main St. Suite 223, Bishop CA., 93514

Quote Number: 2733484000002162008}  
Inyo County Health & Human Services  
PO Drawer A  
Lone Pine, CA, 93545

Quote Date: Oct 15, 2021  
Quote Type: #

Dear Scott Armstrong,

Below is your quote Inyo County\_Health & Human Services\_MOVE for services as discussed, if the terms meet your approval please sign and return. Once signed this document will serve as your binding Service Agreement. Thank you for your business and continued support.

S.No.	Product Details	Quantity	List Price	Total
1.	<b>ELAN 2000</b>	20	\$ 4.00	\$ 80.00

THIS IS A MOVE ORDER FOR SITE A:  
From: 380 N. Mt Whitney Dr. Lone Pine CA  
To: 310 N. Jackson Lone Pine CA 93545

NEW ELAN LOCATIONS:  
Site A: 310 N. Jackson. Lone Pine CA 93545  
Site B: Inyo County Admin HUB 168 N. Edwards St. Independence,  
CA 93526

Sub Total **\$ 80.00**  
Tax \$ 0.00  
Adjustment \$ 0.00  
**Grand Total \$ 80.00**

Product Installs, NRC: Special Construction	\$ 18,560.40
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**Term: 5 Year**

**Terms and Conditions**

THIS IS A MOVE ORDER FOR SITE A:  
From: 380 N. Mt Whitney Dr. Lone Pine CA  
To: 310 N. Jackson Lone Pine CA 93545

Terms:  
MRC - Monthly Recurring Cost (Grand Total \$80.00)  
NRC - Non Recurring Cost (One time cost \$18560.40)

MRC Price does not include 5% Fees and Surcharges - total contract amount is \$84.00 MRC for a 5 year term plus \$18,560.40 NRC

All invoices are due Net 30

Exhibit A, specifying the NRC costs of \$18,560.40 is attached hereto and part of this agreement

Prevailing Wage. Pursuant lo Section L72A et seq. of the Labor Code,  
Contractor agrees to comply with the Department of Industrial Relations regulations, to which

this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

CBC agrees to provide and Customer agrees to accept Services described above for the Service Term, MRC, and NRC (if applicable), subject to the terms and conditions of the CBC Master Service Agreement. This quote is valid for the next 30 days.

**Signatures**

Customer Signature	CBC Signature
Printed Name & Title	Printed Name and Title
Date	Date



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** November 2, 2021

**FROM:** Marilyn Mann

**SUBJECT:** Payment of invoice from Baker & Hostetler, LLP

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**RECOMMENDED ACTION:**

Request Board approve payment of \$14,754.00 to Baker & Hostetler, LLP for professional services rendered.

**SUMMARY/JUSTIFICATION:**

During the move of department files from the Grove Street offices to the Consolidated Office Building, an unlocked file cabinet containing old records was inadvertently moved to the temporary storage facility. The file cabinet was identified during a routine inventory by County staff and the department was immediately notified of a potential breach of information. HHS, in coordination with the HIPAA Compliance Officer and Risk Management, conducted an initial assessment of the breach and immediately enlisted the services of Baker & Hostetler, a law firm with expertise in the area of HIPAA, to provide legal review and guidance to the County when reporting the incident to the Department of Health Care Services (DHCS). Baker & Hostetler reviewed file documents and standards, interacted with DHCS to ensure reporting requirements were met, and acted as the legal intermediary for the County. The Department was notified by DHCS on or about August 19, 2021 that they had concluded their review and closed the case as a "non-breach" as of that date. The Department respectfully requests your Board approve payment of the invoice for professional services rendered by Baker & Hostetler.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

Mental Health Realignment. This invoice will be paid out of CMH (045200) in Professional Services (5265). No County General Funds.

**ATTACHMENTS:**

1. Baker Hostetler Invoice

**APPROVALS:**

Marilyn Mann

Darcy Ellis

Melissa Best-Baker

Amy Shepherd

Marilyn Mann

Created/Initiated - 10/15/2021

Approved - 10/15/2021

Approved - 10/15/2021

Approved - 10/15/2021

Final Approval - 10/15/2021

# BakerHostetler

County of Inyo California  
2020 County of Inyo  
168 N. Edwards Street  
Independence, CA 93526

Invoice Date: 09/30/21  
Invoice Number: 50936623  
B&H File Number: 08672/118974/000002  
Taxpayer ID Number: 34-0082025  
Page 1

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**Regarding: BBR20: File Cabinet Incident / BEAZL100005118504**

For professional services rendered through August 31, 2021

**BALANCE FOR THIS INVOICE DUE BY 10/30/21      \$      14,754.00**

## Remittance Copy

**Please include this page with payment**

**Invoice No: 50936623**

**Firm Contact Information**

Christine Fagan  
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<p><b>Please Remit To:</b> Baker &amp; Hostetler LLP P.O. Box 70189 Cleveland, OH 44190-0189</p>	<p><b>FOR WIRE REMITTANCES:</b> Baker &amp; Hostetler LLP KeyBank, N.A., Cleveland, OH Account No: 1001516552 / ABA 041001039 <b><u>SWIFT Code: KEYBUS33</u></b></p>
<p><b>Reference Invoice No:</b> 50936623</p>	<p><b>Email the "Remittance Copy" to</b> bakerlockbox@bakerlaw.com</p>

# BakerHostetler

County of Inyo California  
2020 County of Inyo  
168 N. Edwards Street  
Independence, CA 93526

Invoice Date: 09/30/21  
Invoice Number: 50936623  
B&H File Number: 08672/118974/000002  
Taxpayer ID Number: 34-0082025  
Page 2

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**Regarding: BBR20: File Cabinet Incident / BEAZL100005118504**

For professional services rendered through August 31, 2021

**Fees \$ 14,754.00**

**BALANCE FOR THIS INVOICE DUE BY 10/30/21 \$ 14,754.00**

**Baker & Hostetler LLP**

*Atlanta Chicago Cincinnati Cleveland Columbus Costa Mesa Dallas Denver Houston  
Los Angeles New York Orlando Philadelphia San Francisco Seattle Washington, DC Wilmington*

**Regarding: BBR20: File Cabinet Incident / BEAZL100005118504**

Matter Number: 118974.000002

Name	Title	Hours	Rate	Amount
Haggerty, Patrick H.	Partner	1.10	\$ 395.00	\$ 434.50
Packel, Eric A.	Partner	16.20	395.00	6,399.00
Childress, Kathryn E.	Associate	21.70	365.00	7,920.50
<b>Total</b>		<b>39.00</b>		<b>\$ 14,754.00</b>

Date	Name	Description	Hours
08/03/21	Childress, Kathryn E.	Initial call with client to discuss underlying facts of the incident and initially recommendations for next steps (.5); analyze internal incident report and communications, to analyze scope of incident and strategy for notice analysis (.6); email Beazley regarding incident response and recommended next steps (.1); email client regarding analysis of sample documents involved in the incident (.1); analyze strategy and next steps for incident response (.1).	1.40
08/03/21	Haggerty, Patrick H.	Call with Mr. Holmberg regarding incident and next steps (.5); review and analyze privacy report and background documents regarding incident (.2).	0.70
08/03/21	Packel, Eric A.	Analysis and review of initial incident information (.3); review CA law that could be applicable to client and incident (.4); attend telephone conference with client regarding incident and next steps (.5).	1.20
08/05/21	Childress, Kathryn E.	Exchange emails with client relating to Business Associate Agreement (.2); finalize revised Business Associate Agreement (.1); analyze next steps for incident response (.1).	0.40
08/06/21	Childress, Kathryn E.	Exchange emails with client regarding incident response and next steps.	0.10
08/06/21	Packel, Eric A.	Analysis and review of various documents and information from client regarding patient information in cabinet.	0.70
08/07/21	Childress, Kathryn E.	Begin analysis of sample documents from file cabinet at issue provided by client to analyze and determine full scope of information involved in the incident in preparation for analyzing incident response.	0.80
08/09/21	Childress, Kathryn E.	Continue analysis of sample documents to determine full	2.00

## Baker & Hostetler LLP

<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Hours</b>
		scope of information involved in the incident (.6); analyze additional information from client relating to underlying facts of incident (.2); review working spreadsheet of individuals whose information has been identified in the file cabinet (.1); exchange emails with client regarding questions about incident response and underlying facts (.2); review and analyze application of California Health and Safety provisions to determine application and scope of potential obligations (.5); analyze strategy for incident response and next steps (.4).	
08/09/21	Packel, Eric A.	Continued review of various documents in cabinet (.5); legal analysis of incident in light of incident facts (.4); analysis and review of CA law and potential applicability of DPH regulations to client (.4).	1.30
08/10/21	Childress, Kathryn E.	Prepare for call with client (.3); attend call with client to discuss notification analysis and next steps (.4); details analysis of scope of notification obligations under the Medi-Cal Privacy and Security Agreement, substance of initial report, and strategy for next steps (.9).	1.60
08/10/21	Packel, Eric A.	Review of documents and information from client in preparation for conference call (.4); work on legal analysis of incident and response strategy in light of information from client, HIPAA regulations and CA law (.6); attend telephone conference with client regarding incident and next steps (.4); analysis and review of privacy requirements for CA - DHCS (.5).	1.90
08/11/21	Childress, Kathryn E.	Exchange emails with client regarding California Department of Health Services notification (.1); detailed analysis of contractual agreement between client and California Department of Health Services to analyze and confirm scope and nature of notification analysis (.4); analyze strategy for supplemental notification to Department (.3).	0.80
08/11/21	Packel, Eric A.	Further review of DHCS privacy requirements and provisions related to agreements with Counties (.6); review privacy forms and information on DHCS website (.4); work on incident response strategy in light of potential state law issues (.3); analysis and review of terms of contract between County and DHCS (.7).	2.00
08/12/21	Childress, Kathryn E.	Review emails from client and prior California Department of Health Care Services submission in detail in preparation for drafting supplemental report (.6); analyze California Civil Code breach notice provision applicable to state agencies and analyze notification obligations (.4); draft supplemental submission to California Department of Health Care Services	3.60

## Baker & Hostetler LLP

<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Hours</b>
		detailed incident background and response, all new and updated information learned during investigation, including revisions to date of incident and discovery, and written summary of breach notification analysis under HIPAA and State Law (2.6).	
08/12/21	Packel, Eric A.	Further review of DCHS notice requirements and contractual obligations (.8); work on draft of legal analysis of incident/supplement to initial report to DCHS (.9).	1.70
08/13/21	Childress, Kathryn E.	Continue drafting supplemental submission to California Department of Health Care Services detailing incident background and response, all new and updated information learned during investigation, including revisions to date of incident and discovery, and written summary of breach notification analysis under HIPAA and State Law (2.1); revise completed first draft in preparation for submission to client (.9); exchange emails with client relating to supplemental submission (.1).	3.10
08/13/21	Childress, Kathryn E.	Draft legal memorandum addressing incident, incident response, and legal analysis under state and federal law, based on analysis prepared for Department of HealthCare services submission.	1.60
08/13/21	Packel, Eric A.	Work on draft of edits and revisions to factual background section of legal analysis of incident (.7); draft edits and revisions to HIPAA analysis section of supplemental report to DHCS (1.2); draft edits and revision state law section of report to DHCS/legal analysis of incident (.6); work on CAP portion of report to DHCS (.4).	2.90
08/14/21	Childress, Kathryn E.	Exchange emails with client regarding content of supplemental notice to Department of Health Care Services.	0.10
08/16/21	Childress, Kathryn E.	Exchange emails with client regarding submission to California Department of Health Care Services (.2); analyze strategy for resolving particular client concerns, with attention to revised date of discovery (.2); revise client's updated draft of submission and finalize (.6).	1.00
08/16/21	Packel, Eric A.	Analysis and review of client comments to incident analysis (.3); work on further revisions to incident analysis (.3).	0.60
08/17/21	Childress, Kathryn E.	Review emails from client relating to confirmation of submission, and final copy of submission, to California Department of Health care Services and analyze key element of PIR relevant to help answer department questions (.2); finish drafting and revise legal memorandum addressing factual background of incident, incident response, and legal analysis under HIPAA and state law based and expanding on	2.80

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<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Hours</b>
		Department of HealthCare Services submission (2.6).	
08/17/21	Haggerty, Patrick H.	Review and revise closing memorandum regarding incident.	0.40
08/17/21	Packel, Eric A.	Review final version of submission to DHCS (.4); analysis and review of various questions from DHCS as relayed by client (.3); review contract regarding DHCS questions (.3); work on drafting responses to DHCS questions (.5); work on closing memo for Inyo's files, including additions to factual background (.5).	2.00
08/18/21	Childress, Kathryn E.	Revise memorandum to address client feedback and comments (.5); analyze client concerns relating to incident response, and updated PIR submission, and exchange related emails with client (.2); draft and revise updated PIR submission for Department of Health Care Services (1.3); exchange additional emails with client relating to supplemental updated PIR form (.2).	2.20
08/18/21	Packel, Eric A.	Review contract with DHCS, per further questions and requests from DHCS after letter submission (.4); review DHCS privacy site and forms per additional request for new submission (.2); work on new PIR per request of DHCS (.5); work on strategy for finalizing internal (Inyo County) closing memorandum of incident (.3); review questions on document retention and CAP (.2); work on additional revisions to the supplemental PIR (.3).	1.90
08/19/21	Childress, Kathryn E.	Receive and review email from client relating to closing of DHCS investigation.	0.10
08/24/21	Childress, Kathryn E.	Review and respond to email from carrier regarding incident response and notification analysis.	0.10
	<b>Total</b>		<b>39.00</b>



# County of Inyo



## Health & Human Services - Fiscal

### CONSENT - ACTION REQUIRED

**MEETING:** November 2, 2021

**FROM:** Melissa Best-Baker

**SUBJECT:** Amendment Number 1 of the Standard Agreement between California Department of Aging and County of Inyo

**RECOMMENDED ACTION:**

Request Board ratify and approve Amendment No. 1 to Standard Agreement for Contract Number AP-2122-16, between the County of Inyo and the California Department of Aging (CDA), increasing the overall allocation by \$242,045, for a total contract amount of \$1,375,686, and authorize the HHS Director to sign.

**SUMMARY/JUSTIFICATION:**

This contract amendment was received from the State in September and after review, presented to the Advisory Council at their meeting on October 27, 2021. The Advisory Council voted to recommend that your Board approve the contract. This Contract Amendment provides for an adjustment for additional funding due to Federal Fiscal Year 2021 supplemental and reallocation grants and the allocation of One-Time-Only (OTO) federal and state funds, which is reallocated carryover funds from FY 2020-21. Each Area Agencies on Aging (AAA) also received a flat increase of \$100,000 for administrative expenditures. This is the first time the Department has experienced an increase in administrative funding since assuming responsibility for the AAA in 2009. The increase in funding is tied to the Legislature’s more recent investment in AAAs. The contract also amended some contractual language in Exhibit B to recognize that the additional administrative funding, which is funded through the State general fund, must be used for administrative costs. These increases will be used to continue senior services provided under this Agreement.

The adjustment and OTO funds are in the following categories:

Supportive Services IIIB	Congregate Nutrition C1	Home-Delivered Meals C2	Administration	Ombudsman (State Health Facilities)
\$ (5,916)	\$ (28,052)	\$ 174,900	\$ 100,000	\$ 1,113

The decreases in supportive services and congregate meals, as well as the increase in home-delivered meal categories will be split between Inyo and Mono counties using the formula previously recommended by the Advisory Board and approved by your Board. Once your Board approves this contract amendment, a contract amendment to our contract with Mono County will be forwarded for your consideration.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to ratify and approve these amendments to the existing contract. This is not recommended as the county, then would not be entitled to receipt of the additional funds.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging, County of Mono, and California Indian Legal Services

**FINANCING:**

State and Federal dollars. Total amount of this contract is \$1,375,686, and will be budgeted as revenue in the ESAAA budget (683000) in the State and Federal revenue object codes. Total federal dollars are \$490,126 and total State dollars are \$885,560.

**ATTACHMENTS:**

1. Amendment 1 Exhibit B
2. Summary of Changes

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 10/3/2021
Darcy Ellis	Approved - 10/4/2021
Marilyn Mann	Approved - 10/11/2021
Marshall Rudolph	Approved - 10/11/2021
Amy Shepherd	Approved - 10/12/2021
Marilyn Mann	Final Approval - 10/12/2021

**AP-2122 Amendment 1**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging  
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

**AP-2122 Amendment 1**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

**AP-2122 Amendment 1**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE I. FUNDS (Continued)

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
  - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
  - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
  - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
  - ii. Some contracts may be reduced by a greater amount than others, and
  - iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

- 1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]

**AP-2122 Amendment 1**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE I. FUNDS (Continued)

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
  - a. The Contractor receives less than \$120,000 in federal awards per year.
  - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
  - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
  - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
  1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source.
  2. Fringe Benefits – specified for each fund source.
  3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each fund source.
  4. Staff Training – attendance cost for necessary training, specified for each fund source.

**AP-2122 Amendment 1**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

5. Property/Equipment - detailed descriptions and unit costs, specified for each fund source.
  6. Supplies – to include items below the \$5,000 equipment threshold, specified for each fund source.
  7. Vendor/Consultant Agreements – specified for each fund source.
  8. Food – used in delivering Congregate and Home-Delivered Meals.
  9. Other – Facilities and other ordinary and necessary costs specified for each fund source.
  10. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval.
  11. Subrecipient Contractor Services - summary costs for subcontracted programs specified for each fund source.
  12. Indirect Costs.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
  2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
  3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

**AP-2122 Amendment 1**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director’s office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

**AP-2122 Amendment 1**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

B. One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
  - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
  - b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
  - c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
  - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

**AP-2122 Amendment 1**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

D. Area Plan Administration

Area Plan Administration is comprised of federal funds from Title III-B, III-C1, III-C2, and III-E as well as General Funds in no specific subcategory. Federal Area Plan Administration funding may be utilized on Area Plan administration, or program activities and services, or both. General Fund Area Plan Administrative funding must be utilized on Area Plan administration.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision containing allocation transfers is January 15<sup>th</sup> of the Contract period unless otherwise specified by CDA.
- D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the Contractor shall not transfer funds designated for programs into administration line items.
2. The Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.

**AP-2122 Amendment 1**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

3. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
4. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the contract, and shall not include allocation transfers.

E. Allocation Transfers

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III B, C-1 and C-2 programs in accordance with the Budget Display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.
  - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).
  - b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified Contract period.

F. Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
3. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

**AP-2122 Amendment 1**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

5. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C can be used to meet the program match requirement for Title III E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

G. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, C, & E funds allocated for Area Plan administration costs. During the Contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article VI of this Exhibit for reconciliation during the closeout period.)

H. Equipment

Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA and must be included in its approved Area Plan Budget.

- I. The Title IIIC nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services to meet unduplicated client and meal goals. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title IIIC1 and Federal Title IIIC2.

ARTICLE V. PAYMENTS

A. Title III B, III C, III D, III E, VII Ombudsman and VII-A Elder Abuse Prevention

The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

**AP-2122 Amendment 1**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE V. PAYMENTS (Continued)

- B. Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act.

The Contractor shall submit a monthly expenditure report and a request for funds to CDA no later than the last business day of each month unless otherwise specified by CDA

- C. Payments will be made to reimburse expenditures reported unless contractor pre-selects an Advance method on CDA 122 at the time of contract execution.
- D. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
- E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.
- F. The funding balances for July 1 through September 30 will be determined from the Contractor's budget (CDA 122).
- G. The funding balances for October 1 through February 28 will be based on the contract budget display from the contract amendment until transfers are approved by Administration for Community Living.
- H. The funding balances for March 1<sup>st</sup> (or upon ACL approval whichever is the latter) through June 30<sup>th</sup>, will be based on the Contractor's final budget (CDA 122) (i.e., budget submitted with the contract amendment, the January 15<sup>th</sup> or April 30<sup>th</sup> budget).

ARTICLE VI. CLOSEOUT

- A. The Area Plan Financial Closeout Report (CDA 180) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors are required to submit Closeout Reports as instructed by CDA.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

**AP-2122 Amendment 1**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE VI. CLOSEOUT (Continued)

- D. Closeout reporting documents must be addressed to the CDA Fiscal Team.
- E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

**CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2122 AMENDMENT 1**

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit B Article III.D.	D. <u>Area Plan Administration</u>  Area Plan Administration is comprised of federal funds from Title IIIB, III C-1, III C-2, and IIIE.	D. <u>Area Plan Administration</u>  Area Plan Administration is comprised of federal funds from Title III-B, III-C1, III-C2, and III-E <b>as well as General Funds in no specific subcategory. Federal Area Plan Administration funding may be utilized on Area Plan administration, or program activities and services, or both. General Fund Area Plan Administrative funding must be utilized on Area Plan administration.</b>	Clarification on use of new General Fund Area Plan Administration Funding



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** November 2, 2021

**FROM:** Ashley Helms

**SUBJECT:** Award of an aviation fuel supply contract for the Inyo County airports

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**RECOMMENDED ACTION:**

Request Board approve the five-year contract between the County of Inyo and Titan Aviation Fuels of New Bern, NC for the provision of aviation fuel supply for the period of January 1, 2022 to December 31, 2026, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

In August, the Public Works Department advertised a Request for Proposals for an Aviation Fuel Supplier contract. On September 14, 2021, four proposals were received from the following companies:

- World Fuel Services
- Titan Aviation Fuels
- Epic Fuels
- Avfuel Corporation

All companies are well qualified to supply the requested products and services. The proposals were reviewed by the evaluation committee composed of three County staff members and a consultant with an airport management background. A summary of the proposals is attached to this agenda item; key considerations included fuel cost and credit card rates, fuel truck rental options, fuel farm rehabilitation and other incentives, training and support services, etc.

After reviewing, grading and discussing the proposals, the committee determined that the top choice was Titan Aviation Fuels. In addition to the best offer for the fuel farm rehabilitation, Titan offered competitive fuel pricing, the lowest credit card fees and free training programs. Titan is the current fuel supplier at the Inyo County Airports and is also the current fuel supplier for Hot Creek Aviation at the Mammoth Yosemite Airport - which has been helpful in the past when the two entities have split loads of fuel to avoid the fees associated with partial loads.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Inyo County entered into a five-year contract with Shell Aviation (now Titan Aviation) on December 9, 2014, which took effect on January 1, 2015. The contract has been in holdover for two years.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the contract. This is not recommended, if a new contract is not awarded prior to the end of the year the current contract will roll into another year of holdover. The fuel farm improvements and fuel truck rental are important to the air carrier operations.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The expenses will be paid through budgets 150100 (Bishop Airport Operating) and 150500 (Lone Pine Operating), Object Code 5361.

**ATTACHMENTS:**

1. BIH Fuel Supply Contract
2. Summary Page

**APPROVALS:**

Ashley Helms	Created/Initiated - 10/27/2021
Darcy Ellis	Approved - 10/27/2021
Ashley Helms	Approved - 10/27/2021
Breanne Nelums	Approved - 10/27/2021
Ashley Helms	Approved - 10/27/2021
Marshall Rudolph	Approved - 10/27/2021
Amy Shepherd	Approved - 10/28/2021
Michael Errante	Final Approval - 10/28/2021



5. **PAYMENTS:** If Seller shall extend credit to Buyer, Buyer shall pay Seller sums due under this Agreement (Buyer's merchant account held by seller) net thirty (30) days (3 cents added to all gallons for extended terms) from delivery date via Electronic Funds Transfer.

- a. Seller extends these payment terms and a line of credit based upon the last review of Buyer's current financial condition. With prior written notice to Buyer, Seller may change the payment terms or line of credit if there is a material change in Buyer's financial status as determined by Seller.
- b. Seller may assess a delinquency charge on all overdue sums owing to Seller. Such delinquency charge shall be determined in accordance with applicable law and Seller's established delinquency charge policy in effect on the date of delivery.
- c. If Buyer fails to comply with payment requirements, Seller may suspend deliveries until Buyer pays all sums due hereunder or terminate this agreement forthwith. The suspension or termination of this agreement because of failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.
- d. If Buyer's account with Seller is in arrears, the Buyer hereby agrees that the Seller, at its discretion, may request credit card companies to reimburse Seller with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Seller.
- e. It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.

6. **ATTORNEY AND/OR COLLECTION FEES:** If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Buyer agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this contract.

7. **TAXES, FEES, AND AIRPORT CHARGES:** Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

8. **FAILURE TO PERFORM:** If Seller should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels at Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

9. **CONDITIONS:** All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in

this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do. Seller shall indemnify and hold Buyer harmless from claims directly caused by the quality or performance of fuels furnished Buyer.

10. **TRADEMARKS:** Seller grants to Buyer a nonexclusive, non-transferable right to use Seller's brand and/or licensed trademarks owned or licensed by Seller in connection with the sale of Aviation Fuel at Buyer FBO. Buyer shall have the right to display the brand names, but only for the purpose of properly identifying and advertising the branded products handled by Buyer and in a manner and in the forms satisfactory to Seller in Seller's sole judgment. Buyer shall not sell products other than the branded products under the brand names. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer FBO.

**11. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:**

(a) Product Handling - Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) Environmental Compliance - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

12. **INSURANCE TO BE MAINTAINED BY BUYER:** Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded FBO:

(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of one million dollars (\$1,000,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name Eastern Aviation Fuels, Inc. dba Titan Aviation Fuels, as an additional insured party with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded FBO but will not be eligible for the \$50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program but will be required to maintain insurance meeting the above criteria to be a branded FBO.

13. **CHARGE / CREDIT CARD PROGRAM:** Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Titan Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3<sup>rd</sup> party software vendors designated and approved by Seller. Credit card rates that will apply to this contract are included in Appendix A to this contract.

14. **CONTRACT FUEL PROGRAM:** Seller offers a comprehensive Contract Fuel Program, and Buyer agrees to participate in this program exclusively. Buyer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. Buyer agrees that into-wing services provided by Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. Buyer agrees to process all Reseller transactions via Seller's Contract Fuel Program.

15. **NOTICES:** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

**SELLER:** TITAN AVIATION FUELS  
Post Office Box 12327  
New Bern, North Carolina 28561

**BUYER:** BISHOP AIRPORT, COUNTY OF INYO  
ATTN: Ashley Helms  
Bishop Airport  
703 Airport Road

16. **INCENTIVES:**

- Yearly Quality Control on fuel trucks and fuel farm, including filter changes

- Titan Aviation Fuels insurance discount with ACE GA Training (15 – 25%)
- Co-op at \$0.005
- Bishop Airport will be featured in a full-page Titan Showcase Ad in ProPilot Magazine. Graphic design and ad space is provided by Titan Aviation Fuels
- Titan Aviation Fuels will pay \$60,000 for BIH Fuel Farm upgrades required to meet ATA 104 Standards. If requested, Titan will finance the remaining balance and will be paid back through a flowage fee per gallons sold
- Refueler rental options:
  - Jet A 3000 gallon truck – free for 2 years then \$1,500/month or prorated for 5 year term at \$900/month
  - Jet A 5000 gallon truck – free for 2 years then \$2,300/month or prorated for 5 year term at \$1,380/month
  - AvGas 1000 gallon truck - free for 2 years then \$700/month or prorated for 5 year term at \$420/month

17. **MERGER:** There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_.

**EASTERN AVIATION FUELS, INC dba TITAN AVIATION FUELS**

By: \_\_\_\_\_  
Robert L. Stallings, IV, President

**WITNESS:** \_\_\_\_\_

**COUNTY OF INYO, BISHOP AIRPORT**

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

**WITNESS:** \_\_\_\_\_

## Appendix A: Credit Card Rates

Card Type	Rate
Titan Aviation Cards	0.0% as contract fuel /1.85% a
MasterCard/Visa *	2.0%
American Express	3.0%
Discover	3.0%
Multiservice Card	3.0%
AvCard	N/A
Gov't Air Card	3.5%

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	<b>Epic Fuels</b>	<b>Avfuel</b>	<b>World Fuels</b>	<b>Titan Aviation</b>
<b>Fuel Truck Options</b>	2021 5000 gal - \$1000/month 2000 5000 gal - \$0/month (plus taxes) \$1500/yr for filters	2004/5 3000 gal - \$0/month	2021 3000 gal - \$2000/month 2015 5000 gal - \$1000/month First 6 months free County pays for maintenance	2008-2015 3000 gal - \$900/month 5000 gal - \$1380/month Filter changes for trucks & farm
<b>Experience, Fuel Supply and QC</b>	Aviation focused for 35 years, aquired by Signature in 2018. Multiple suppliers. QC for transport company, Risk inspection of fuel farm	100% aviation for 48 years. Contract includes 1 primary supplier, additional charges may apply for other sources. QC testing prior to delivery.	One of the largest aviation fuel suppliers in the US. Has several backup suppliers.	In operation for 46 years. Has access to over 200 supply terminals across the country. Annual QC site inspection (free)
<b>Fuel Cost &amp; Terms (pre-tax costs are</b>	Jet A-\$2.1966 (B) \$2.0924 (LP) AvGas-\$3.7034 (B) \$3.5891 (LP) Net 10 EFT (negotiable)	Jet A-\$2.1847 (B) \$2.1118 (LP) AvGas-\$3.6322 (B) \$3.5793 (LP) Net 10 EFT (negotiable)	Jet A \$2.1296 (both) AvGas \$3.7690 (both)  Net 10 EFT	Jet A \$2.20326 (both) AvGas \$3.65336 (both)  Net 30 EFT
<b>Fuel Tank/Farm Rehabilitation</b>	\$30k (must sell 405,000 gal. sold per year)	\$225k grant at flowage fee of \$0.162/gal  Payment due if annual gal. sold < 300k, excluding contract fuel	\$75k @ flowage fee of \$0.09/gal \$100k @ flowage fee of \$0.1302 \$125k @ flowage fee of \$0.1627	\$60k + additional financing w/ flowage fee
<b>Support Services and Training</b>	NATA online \$78/slot/year Meets FAA 139.321 (e) (1) & (2) (supervisor training)  On site Fuel Safety Training provided during yearly inspection	Online Avfuel Training System \$1250 initial/\$500 renewal for FAA 139.321 supervisor training	NATA \$147/employee/year FAA 139.321 supervisor training (online, self paced)	Online ACE Certification Program for free, includes FAA 139.321 supervisor training, regional seminars w/ Part 139 fire training
<b>Contract Terms are Acceptable (Pass/Fail)</b>	Pass	Pass	Pass	Pass
<b>Credit Card Fees</b>	<b>Epic/Signature Card</b> 0% contract/1.75% retail <b>Qual. MC/Visa</b> 2.1% <b>Non-Qual. MC/Visa</b> 3.1% <b>American Express</b> 3.35% <b>Discover</b> 2.95% <b>AvCard</b> 3.25% <b>Gov't Air Card</b> 4.5% <b>Multiservice Card</b> 3.25%	<b>Avfuel Pro/Contract</b> 0% contract fuel/2.21% non-fuel <b>Avfuel Retail</b> 0% Avgas/ 2.1% Jet & non-fuel <b>Cessna</b> 0% fuel/2.1% non-fuel <b>Qual. MC/Visa</b> 2.28% <b>Non-Qual. MC/Visa</b> 3.24% <b>American Express</b> 3.0% <b>Discover</b> 3.27% <b>AvCard</b> 2.75% <b>Gov't Air Card</b> 3.5% <b>Multiservice Card</b> 3.0%	<b>AvCard</b> 0% contract/ 1.95% retail <b>Qual. MC/Visa</b> 2.35% <b>Non-Qual. MC/Visa*</b> 3.35% <b>American Express</b> 3.45% <b>Discover</b> 3.5% <b>Gov't Air Card</b> 4.25% <b>Multiservice Card</b> 3.0%  *includes all self serve	<b>Titan Card</b> 0% contract/1.85% retail <b>Mastercard/Visa</b> 2.0% <b>American Express</b> 3.0% <b>Discover</b> 3.0% <b>Gov't Air Card</b> 3.5% <b>Multiservice Card</b> 3.0%

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# County of Inyo



## Public Works - Recycling & Waste Management

### CONSENT - ACTION REQUIRED

**MEETING:** November 2, 2021

**FROM:** Cap Aubrey, John Pinckney

**SUBJECT:** Award of construction contract for the Bishop-Sunland and Lone Pine Landfill Groundwater Monitoring Well Installation Project

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**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Gregg Drilling, LLC of Signal Hill, CA for the provision of Groundwater Monitoring Well Installation Project in an amount not to exceed \$57,386 for the period of November 15, 2021 through June 30, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

On August 26, 2021, Recycling and Waste Management sent out bids for the Groundwater Monitoring Well Installation Project for the Bishop-Sunland and the Lone Pine Landfills, and received two bids. BC2 Environmental of Orange, CA submitted a bid in the amount of \$93,745 and Gregg Drilling, LLC submitted the lowest responsive bid in the amount of \$57,386. Therefore, the Recycling and Waste Management Department is recommending that the Board award the contract to Gregg Drilling, Inc. in a total bid amount of \$57,386.

The project will consist of drilling and constructing one groundwater monitoring well at the Bishop-Sunland and Lone Pine Landfills. Additionally, the project will consist of abandoning one existing groundwater monitoring well at the Lone Pine Landfill. This project will include all associated parts and work necessary for site preparation, drilling, piping, concrete work, abandonment, well development, and all associated parts and accessories for complete and operational groundwater monitoring wells. All of the work shall be performed in accordance with all applicable Federal, State, and local laws, codes, and regulations.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The background for this project is more fully set forth in the February 27, 2020, Work Plans For Monitoring Well Replacement prepared by TEAM Engineering & Management, Inc. on behalf of Inyo County. A copy of that report may be obtained by contacting the Inyo County Recycling and Waste Management Department. Categorical exemptions for the work were also filed in August of 2021.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to award the bid to Gregg Drilling, LLC for this project; however, this is not recommended. This is a requirement to meet water testing standards set by the State Water Board.

**OTHER AGENCY INVOLVEMENT:**

LADWP. California State Water Resources Control Board.

**FINANCING:**

The Bishop-Sunland Landfill Gas Extraction System Installation Project was budgeted for in the Fiscal Year 2021-2022 Recycling and Waste Management Budget 045700, in the Professional and Special Services Object Code 5265.

**ATTACHMENTS:**

1. Gregg Drilling Contract

**APPROVALS:**

Teresa Elliott	Created/Initiated - 10/11/2021
Darcy Ellis	Approved - 10/12/2021
Teresa Elliott	Approved - 10/20/2021
Breanne Nelums	Approved - 10/21/2021
Marshall Rudolph	Approved - 10/21/2021
Aaron Holmberg	Approved - 10/22/2021
Amy Shepherd	Approved - 10/22/2021
Michael Errante	Final Approval - 10/22/2021

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_ GREGG DRILLING. LLC \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ GROUNDWATER MONTIORING WELL INSTALLATION PROJECT \_\_\_\_\_**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the \_\_\_\_\_WELL DRILLING\_\_\_\_\_ services of \_\_\_\_\_GREGG DRILLING LLC\_\_\_\_\_ of \_\_\_\_\_SIGNAL HILL, CA\_\_\_\_\_ hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from NOV 15, 2021 to JUN 30, 2022 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum total of Fifty Seven Thousand, Three Hundred Eighty-Six Dollars and \_\_\_\_\_no\_\_\_\_\_ cents (\$ 57,386.00 \_\_\_\_\_) for performance of all of the services and completion of all of the work described in Attachment **A**.

B. Travel and Per Diem. Contractor will be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement, pursuant to the limits set out in Attachment **C**.

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed Fifty Seven Thousand, Three Hundred Eighty-Six Dollars and \_\_\_\_\_no\_\_\_\_\_ cents (\$ 57,386.00 \_\_\_\_\_) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment **A**, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the

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

**F. Federal and State Taxes.**

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

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

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

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

**4. WORK SCHEDULE.**

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

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

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

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

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

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

**7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

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

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

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

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

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

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

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

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

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

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

**12. PREVAILING WAGE.**

Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to submit certified payroll to County and comply with the Department of Industrial Relations regulations in submitting the certified payroll.

**13. NONDISCRIMINATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo  
Recycling & Waste Management Department  
1360 N. Main St Address  
Bishop, CA 93514 City and State

Contractor:

Gregg Drilling, Inc Name  
2726 Walnut Ave Address  
Signal Hill, CA 90755 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 GREGG DRILLING. LLC  
FOR THE PROVISION OF GROUNDWATER MONTIORING WELL INSTALLATION PROJECT**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND GREGG DRILLING. LLC**

**FOR THE PROVISION OF GROUNDWATER MONITORING WELL INSTALLATION PROJECT**

**TERM:**

**FROM: November 1, 2021 TO: June 30, 2022**

**SCOPE OF WORK:**

This project will consist of drilling and constructing one groundwater monitoring well at the Bishop-Sunland Landfill in Bishop, California, and drilling and constructing one groundwater monitoring well at the Lone Pine Landfill in Lone Pine, California. Additionally, the project will consist of abandoning one existing groundwater monitoring well at the Lone Pine Landfill. This project will include all associated parts and work necessary for site preparation, drilling, piping, concrete work, abandonment, well development, and all associated parts and accessories for complete and operational groundwater monitoring wells. The details of the groundwater monitoring well construction, as well as the abandonment of the monitoring well at the Lone Pine Landfill, are more particularly described in the supporting documents. All of the work shall be performed in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Specifically, the work will include the following:

- Mobilize to Lone Pine Landfill, setup rig & support equipment, clear proposed on-site drilling location to 5' bgs using hand-auger to clear the presence of utilities.
- Drill & Install new MW-1R replacement well (45' TD, see draft well completion diagram for details) using mud rotary. Complete with above ground steel monument & concrete pad.
- Soil cuttings may be disposed within the landfill/stored on the ground near the drilling location.
- Abandon existing MW-1 (35') via pressure grout w/ neat cement. Remove upper 5' of PVC casing, above ground steel monument & concrete pad. Grout back to grade with neat cement and native soil to match.
- Develop newly installed well MW-1R using surge/bail/pump method.
- Mobilize from Lone Pine to Bishop-Sunland Landfill, setup rig & support equipment, clear proposed off-site drilling location to 5' bgs using hand-auger to clear the presence of utilities.
- Drill & Install new MW-1R well (152' TD, see draft well completion diagram for details) using mud-rotary. Complete with locking above ground steel monument, concrete pad & bollards.
- Soil cuttings to be stockpiled on plastic sheeting at drilling location (off-site) for later disposal at landfill.

- Develop newly installed well MW-1R using surge/bail/pump method.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND                     GREGG DRILLING, LLC**

**FOR THE PROVISION OF           GROUNDWATER MONITORING WELL INSTALLATION PROJECT**

**TERM:**

**FROM:   November 1, 2021                     TO:                     June 30, 2022**

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment D: Insurance Requirements for Environmental Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** applicable to the work being performed, with a limit no less than \$5,000,000 per claim or occurrence and \$10,000,000 aggregate per policy period of one year.
5. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### OTHER INSURANCE PROVISIONS

**ENDORSEMENTS.** The General Liability, Automobile Liability, and Professional Liability are to contain, or be endorsed to contain, the following provisions:

- A. **ADDITIONAL INSURED.** Inyo County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or

County of Inyo Insurance Standards: Environmental Services

## Attachment D: Insurance Requirements for Environmental Services

operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

- B. **PRIMARY.** For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. **NOTICE.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Inyo County.
- D. **POLLUTION.** The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract, if contract includes transportation of hazardous materials. This coverage may also be provided on the Contractors Pollution Liability policy.

**CLAIMS-MADE.** If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

- A. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
- D. A copy of the claims reporting requirements must be submitted to Inyo County for review.
- E. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

**SELF-INSURED RETENTIONS.** Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

## **Attachment D: Insurance Requirements for Environmental Services**

**ACCEPTABILITY OF INSURERS.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.

**VERIFICATION OF COVERAGE.** Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Documents may be sent to: [risk@inyocounty.us](mailto:risk@inyocounty.us).

**WAIVER OF SUBROGATION.** Contractor hereby grants to Inyo County a waiver of subrogation which any insurer may acquire against Inyo County, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Inyo County for all work performed by the Contractor, its employees, agents, and subcontractors.

**SUBCONTRACTORS.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

**SPECIAL RISKS OR CIRCUMSTANCES.** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**CERTIFICATE OF LIABILITY INSURANCE**

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 any rights to the certificate holder in lieu of such endorsement(s).

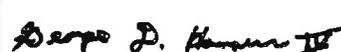
<b>PRODUCER</b> USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: <b>Heidi Solem</b>
	PHONE (A/C, No, Ext): <b>206-577-6818</b> FAX (A/C, No): <b>610-362-8530</b> E-MAIL ADDRESS: <b>heidi.solem@usi.com</b>
<b>INSURED</b> Gregg Drilling, LLC 2726 Walnut Ave Signal Hill, CA 90755	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : Zurich American Insurance Company <b>16535</b>
	INSURER B : American Guarantee & Liability Ins Co. <b>26247</b>
	INSURER C : Steadfast Insurance Company <b>26387</b>
	INSURER D :
	INSURER E :

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>BI/PD Ded:25000</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>GLO552517009</b>	<b>07/01/2021</b>	<b>07/01/2022</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$500,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>BAP926750611</b>	<b>07/01/2021</b>	<b>07/01/2022</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION <b>\$10000</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>SXS329280300</b>	<b>07/01/2021</b>	<b>07/01/2022</b>	EACH OCCURRENCE <b>\$10,000,000</b> AGGREGATE <b>\$10,000,000</b> \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y / N (Mandatory in NH) <input checked="" type="checkbox"/> N    N / A If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>WC926749111</b>	<b>07/01/2021</b>	<b>07/01/2022</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>C</b>	<b>Pollution Liab</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>PEC667250502</b>	<b>07/01/2021</b>	<b>07/01/2022</b>	<b>\$10,000,000 Limit &amp; Agg</b>
<b>C</b>	<b>Professional Liab</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>PEC667250502</b>	<b>07/01/2021</b>	<b>07/01/2022</b>	<b>\$10,000,000 Limit &amp; Agg</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Certificate Holder is/are included as Additional Insured under General, Auto, Pollution and Excess Liability policies where required by written contract or agreement, but only as respects their interests in the operations of the Named Insured and subject to all policy terms, conditions and exclusions. General, Auto, Pollution and Excess Liability policies and Workers Compensation Insurance are Primary and Non Contributory subject to all policy terms, conditions and exclusions, where required by written contract or (See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b> Inyo County Recycling & Waste Management 1360 N. Main St Bishop, CA 93514	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

agreement. Waiver of subrogation applies in favor of the certificate holder on the General, Auto, Pollution and Excess Liability policies and Workers Compensation Insurance where required by written contract or agreement. The Excess Liability is excess over the General, Auto, and Employers Liability, and extends the coverage limits. 30 days notice of insurer cancellation will be given (except 10 days for non-payment of premium).

Team Engineering & Management, Inc. listed as additional insured as required by written contract.



**ZURICH**<sup>®</sup>

## Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GL0552517009	7/1/21	7/1/22		73051000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** Gregg Drilling, LLC

**Address (including ZIP Code):**

2726 Walnut Ave  
Signal Hill, CA 90755

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying 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; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
<b>GL0552517009</b>	<b>7/1/2021</b>	<b>7/1/2022</b>		73051000	<b>\$ INCL</b>	<b>\$</b>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND GREGG DRILLING. LLC**

**FOR THE PROVISION OF GROUNDWATER MONTIORING WELL INSTALLATION PROJECT**

**TERM:**

**FROM: : November 1, 2021 TO: June 30, 2022**

**PER DIEM REIMBURSEMENT RATES:**

Per Diem costs are included in the contract price



# County of Inyo



## Board of Supervisors

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 2, 2021

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Appointing Delegates and Alternates to the RCRC, GSFA, and GSCA Boards of Directors

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**RECOMMENDED ACTION:**

Request Board confirm from among its members a delegate and alternate to serve on the boards of directors for the Rural County Representatives of California (RCRC), the Golden State Finance Authority (GSFA), and the Golden State Connect Authority (GSCA).

**SUMMARY/JUSTIFICATION:**

The Rural County Representatives of California (RCRC) requires each of its member counties to confirm a delegate and alternate to serve on the RCRC Board of Directors, Golden State Finance Authority (GSFA) Board of Directors, and Golden State Connect Authority (GSCA) Board of Directors for the calendar year. The first of these entities' 2022 meetings will be held on January 12, and counties are asked to select their delegates and alternates by the end of 2021.

Please note, because the GSFA and GSCA meetings are held in conjunction with the RCRC Board of Directors meetings, RCRC encourages member counties to consider appointing the same delegates and alternates for these entities.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Supervisor Kingsley has served as the RCRC and GSFA delegate and Supervisor Pucci has served as the alternate for 2021. The GSCA was formed in August 2021, thus the Inyo County Board has not previously had the opportunity to assign delegates and alternates to its Board of Directors.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to confirm delegate and alternate nominations but this is not recommended.

**OTHER AGENCY INVOLVEMENT:**

RCRC

**FINANCING:**

There are no budget impacts that would result from the proposed action.

**ATTACHMENTS:**

1. RCRC 2022 MEMO FORM
2. GSFA 2022 MEMO FORM
3. GSCA 2022 MEMO FORM

**APPROVALS:**

Darcy Ellis	Created/Initiated - 10/27/2021
Darcy Ellis	Final Approval - 10/27/2021



**To:** Members of the RCRC Board of Directors  
RCRC Member County CAO's  
RCRC Member County Clerks of the Board

**From:** Patrick Blacklock, President & CEO

**Date:** October 25, 2021

**Re:** Designation of the 2022 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

---

Annually, the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2022 and Installation of Officers will be held on January 12<sup>th</sup>.

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](mailto:mchui@rcrcnet.org), or mailed to:

Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- RCRC Designation Form



**Designation of 2022 Delegate and Alternate Supervisors for the  
Rural County Representatives of California (RCRC) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



Golden State Finance Authority (GSFA)  
1215 K Street, Suite 1650 · Sacramento, California 95814  
Phone: (855) 740-8422 · Fax: (916) 444-3219 · [www.gsfa-home.org](http://www.gsfa-home.org)

---

**To:** Members of the GSFA Board of Directors  
GSFA Member County CAO's  
GSFA Member County Clerks of the Board

**From:** Patrick Blacklock, Executive Director

**Date:** October 25, 2021

**Re:** Designation of the 2022 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

---

---

Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2022 will be held on January 12<sup>th</sup>.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org) or mailed to:

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

Please note, GSFA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors meetings, GSFA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for these entities.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- GSFA Designation Form



**Designation of 2022 Delegate and Alternate Supervisors for  
Golden State Finance Authority (GSFA) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Please note that all Delegates and Alternates will be required to comply with the GSFA's conflict of interest code and file a Form 700.*

**To:** Members of the GSCA Board of Directors  
GSCA Member County CAO's  
GSCA Member County Clerks of the Board

**From:** Patrick Blacklock, President & CEO

**Date:** October 25, 2021

**Re:** Designation of the 2022 GSCA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

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The Golden State Connect Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first GSCA Board Meeting of 2022 will be held on January 12<sup>th</sup>.

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](mailto:mchui@rcrcnet.org), or mailed to:

Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

Please note, GSCA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for these entities.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- GSCA Designation Form

**Designation of 2022 Delegate and Alternate Supervisors for the  
Golden State Connect Authority (GSCA) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# County of Inyo



## Water Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** November 2, 2021

**FROM:** Aaron Steinwand

**SUBJECT:** Inyo County/Los Angeles Standing Committee Meeting – November 3, 2021

---

**RECOMMENDED ACTION:**

Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for November 3, 2021.

**SUMMARY/JUSTIFICATION:**

The next meeting of the Inyo County/Los Angeles Standing Committee will be hosted by Inyo County via Zoom videoconference. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee.

The draft Standing Committee agenda is attached. It is expected that the Standing Committee agenda will include reports on runoff and operations, the status of the Lower Owens River Project annual report and the status of the McNally Ponds E/M project evaluation. At its May 26 meeting, the Standing Committee agreed to set the Blackrock Waterfowl Management Area flooded acreage according to the schedule included in a five-year interim plan to test a new water management strategy. Staff will provide a report on the activities to implement the interim plan, develop the monitoring program, and the initial observations after providing water to the project this fall.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

LADWP

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Nov. 3 Draft Standing Committee Meeting Agenda

**APPROVALS:**

Aaron Steinwand	Created/Initiated - 10/21/2021
Darcy Ellis	Approved - 10/22/2021
Laura Piper	Approved - 10/26/2021
Marshall Rudolph	Approved - 10/28/2021
Amy Shepherd	Final Approval - 10/28/2021

## AGENDA

# INYO COUNTY/LOS ANGELES STANDING COMMITTEE

10:00 a.m.  
November 3, 2021

### Zoom Webinar

*The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.*

**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 Inyo Board of Supervisors Chambers and Los Angeles Department of Water and Power offices are closed to the public. The Standing Committee will conduct this meeting exclusively online. Standing Committee Members and Staff will participate via videoconference, which is accessible to the public at: <https://us02web.zoom.us/j/87989985360?pwd=R1FMY0VmbmJqVEdFemJnTzVYYzBDQT09>

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](mailto:donotreply@inyocounty.us).

Anyone wishing to make either a general public comment or 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 **“Raise hand” feature** when appropriate in the Zoom meeting. The meeting Chair will call on those who wish to speak. Individuals that phone into the Zoom meeting wishing to make a public comment may do so by pressing \*9 to **“Raise Hand”**. Written public comment, limited to **250 words or less**, may be emailed to [lpiper@inyocounty.us](mailto:lpiper@inyocounty.us). Your emailed comments may or may not be read aloud, but all comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon.

1. **Action Item:** Approval of documentation of actions from the May 26, 2021 meeting.
2. Runoff and Operations update.
3. Report on Blackrock Waterfowl Management Area Interim Plan activities.
4. Status of the Lower Owens River Annual Report.
5. Report on McNally Ponds and Pasture Project Evaluation.
6. Schedule for future Standing Committee meetings.
7. Public Comment.
8. Adjourn.

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To join zoom:

One tap mobile

+16699006833,87989985360#,,,,\*820921# US (San Jose)

+12532158782,,87989985360#,,,,\*820921# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 879 8998 5360

Passcode: 820921

Find your local number: <https://us02web.zoom.us/j/kdCRrmpSJ1>

## **Standing Committee meeting protocols (Adopted May 11, 2011)**

The Inyo/Los Angeles Long-Term Water Agreement (LTWA) define the Standing Committee in Section II:

*As agreed by the parties, the Department representatives on the Standing Committee shall include at least one (1) member of the Los Angeles City Council, the Administrative Officer of the City of Los Angeles, two (2) members of the Board of Water and Power Commissioners, and three (3) staff members. The County representatives on the Standing Committee shall be at least one (1) member of the Inyo County Board of Supervisors, two (2) Inyo County Water Commissioners, and three (3) staff members.*

The LTWA further provides that:

*Regardless of the number of representatives from either party in attendance at a Standing Committee or Technical Group meeting, Inyo County shall have only one (1) vote, and Los Angeles shall have only one (1) vote.*

The Standing Committee adopts the following protocol for future Standing Committee meetings.

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.
2. A Chairperson from the hosting entity will be designated for each meeting.
3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.
4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.
5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.
6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.
7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.
8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.
9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.
10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.



# County of Inyo



## Public Works - Town Water Systems

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 2, 2021

**FROM:** Grace Chuchla

**SUBJECT:** Water System Lien Authority Ordinance

---

**RECOMMENDED ACTION:**

Request Board waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Section 4.12.090 to the Inyo County Code Regarding Liens for Delinquent Water Bills," and schedule enactment for November 9, 2021 in the Board of Supervisors Chambers, County Administrative Center, Independence.

**SUMMARY/JUSTIFICATION:**

To facilitate the collection of unpaid water bills, the Public Works Department - Town Water Systems would like to have the option of placing a lien on a property if the property owner is more than 6 months delinquent in the payment of their water bill. This would ensure that individuals cannot escape liability for paying their water bills by selling their house and moving. This would also ensure that, when individuals who are renting a property do not pay the water bill, the owner of the property cannot escape responsibility for the payment of the bill.

Should your Board approve this ordinance, once a bill has been unpaid for more than 6 months, Public Works would file a notice of lien with the Inyo County Clerk-Recorder. Notice of this lien would be sent to the property owner. The property owner can remove the lien by paying the unpaid balance. Alternatively, if the property owner does not pay, then the County would be paid when / if the property sells, assuming that there is sufficient equity in the property to pay off any liens that may take priority over the County's lien.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to schedule this ordinance for enactment. This is not recommended, as this ordinance will assist with the collection of unpaid water bills.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. 2021-10-21 Water System Lien Ordinance

**APPROVALS:**

Grace Chuchla

Created/Initiated - 10/21/2021

Darcy Ellis

Approved - 10/21/2021

Marshall Rudolph

Approved - 10/21/2021

Chris Cash

Final Approval - 10/21/2021

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

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
ADDING SECTION 4.12.090 TO THE INYO COUNTY CODE  
REGARDING LIENS FOR DELINQUENT WATER BILLS**

The Board of Supervisors of Inyo County ordains as follows:

**SECTION ONE. PURPOSE.**

The purpose of this Ordinance is to add Section 4.12.090 to the Inyo County Code to provide the County with the authority to place a lien on any property at which the water bill due to the Inyo County Water System has become delinquent for a period of 6 months or more.

**SECTION TWO. AUTHORITY.**

This Ordinance is enacted pursuant to the authority provided in Government Code section 54354, which permits any local agency that maintains a water system to “declare ... that delinquent charges and all penalties thereon ... shall constitute a lien upon the real property served.”

**SECTION THREE. MODIFICATIONS TO TITLE 12.**

Section 4.12.090, attached hereto as Exhibit A, is hereby added to Title 4 of the Inyo County Code.

**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.

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

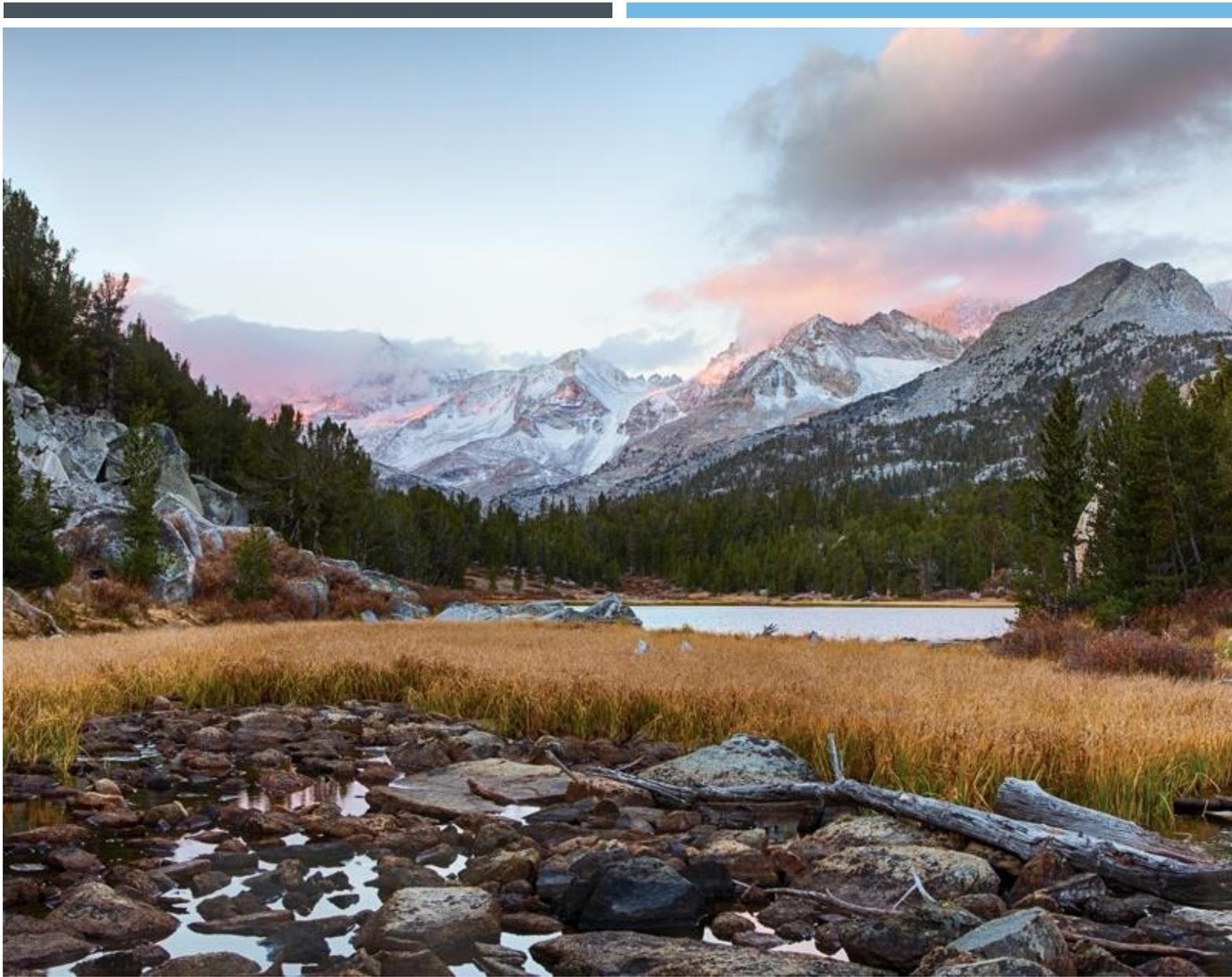
By: \_\_\_\_\_  
Darcy Ellis, Assistant  
Assistant Clerk of the Board

# Exhibit A

## **Inyo County Code Section 4.12.090**

### **4.12.090 Lien Authority for County Water System**

- A. Pursuant to Government Code section 54354, any bill due and payable to the Inyo County Water System and any penalties thereon that have been delinquent for six months or more shall constitute a lien against the real property served.
- B. The Director of the Inyo County Public Works, or his or her designee, shall, at least every six months, prepare a Notice of Utility Lien for any real property for which a bill or penalty has been delinquent for six months or more. The Director shall then provide the Notice of Utility Lien, along with any other paperwork necessary for recordation, to the Inyo County Clerk Recorder so that the delinquent bill and/or penalties can be recorded as a lien against the property.
- C. Following the recordation of the lien, the Inyo County Water System shall provide notice of the lien by mailing a copy of the lien to the impacted real property along with a statement explaining that the lien may be discharged by payment in full of the outstanding bills and penalties.



# RURAL COUNTY REPRESENTATIVES OF CALIFORNIA

PATRICK BLACKLOCK  
*RCRC PRESIDENT AND CEO*  
BARBARA HAYES  
*CHIEF ECONOMIC DEVELOPMENT  
OFFICER*



## RCRC COUNTIES REPRESENT:



**12%** of the CA population



**58%** of CA's land mass

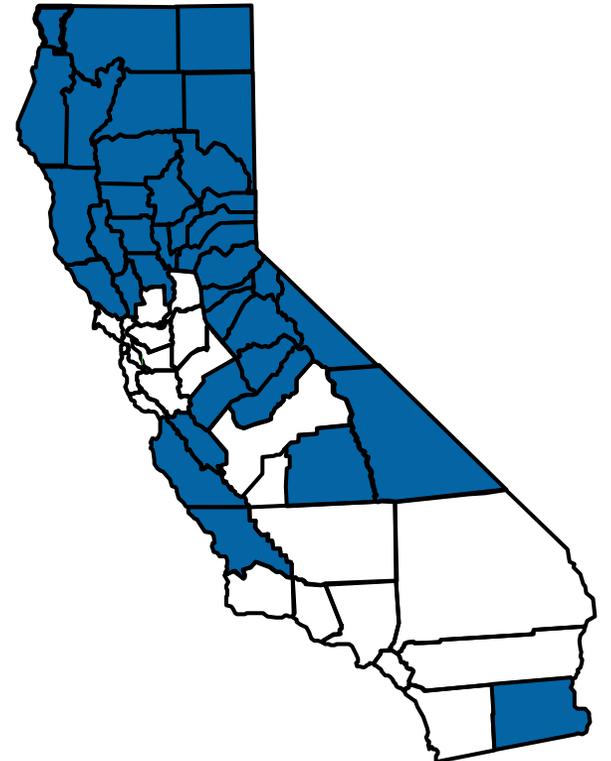


**Over 75%** of U.S. Forest Service Land in CA

## RURAL COUNTY REPRESENTATIVES OF CALIFORNIA

RCRC is a 37 county member services organization that represents the collective unique interests of its membership by:

- Providing legislative and regulatory representation at the state and federal levels
- Providing services to its members to enhance and protect the quality of life in rural California counties



# RCRC ORGANIZATION



## Divisions

- Government Affairs
- Economic Development
- Business Development
- Administration and Finance

## Affiliated Agencies



**Rural Counties**<sup>✓</sup>  
Environmental Services  
Joint Powers Authority  
**ESJPA**



**GOLDEN STATE**  
NATURAL RESOURCES

## GOLDEN STATE FINANCE AUTHORITY (GSFA)

- ⌘ GSFA is a statewide housing finance public entity and joint powers authority
- ⌘ Administers financing programs for:
  - Residential home purchases or refinance
  - Commercial & residential energy efficiency improvement projects
  - Multi-family housing construction
  - Rehabilitation projects & city and/or county infrastructure improvements

### GSFA Mission:

**Provide affordable housing and contribute to the social and economic well-being of California**



# GSFA: INYO COUNTY DATA



## Single Family Housing Program (Since 1993)

Across California	
Families assisted with home purchase	84,000+
Down Payment Assistance provided	\$645+ Million
Participated in single-family loan financing for a total of	\$15.2+ Billion

Inyo County	
Families assisted with home purchase	5
Down Payment Assistance provided	\$42,000
Participated in single-family loan financing for a total of	\$1M

# NATIONAL HOMEBUYERS FUND (NHF)

- ⌘ NHF is a nationwide non-profit public benefit corporation
- ⌘ Provides financial assistance programs to assist homebuyers and homeowners



## SINCE 1993:



Over 44,800 individuals or families purchase a home



Over \$380M in down payment assistance



# NHF: INYO COUNTY DATA



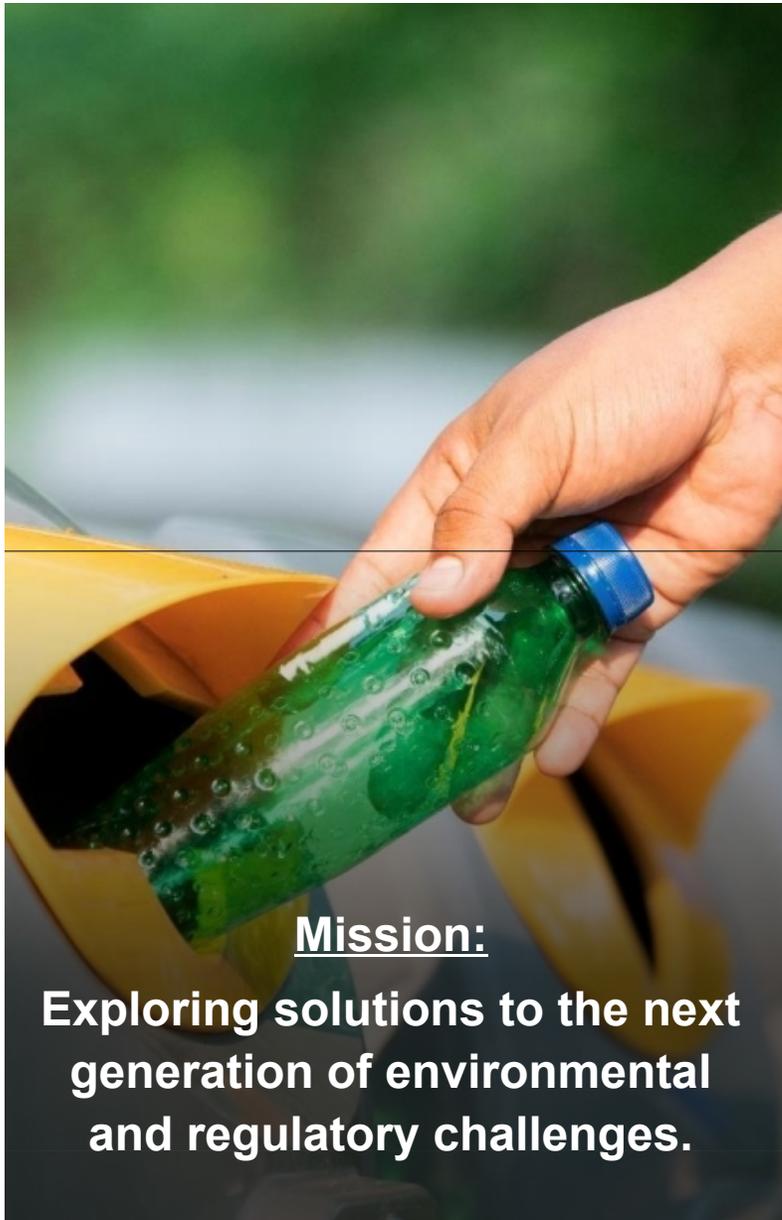
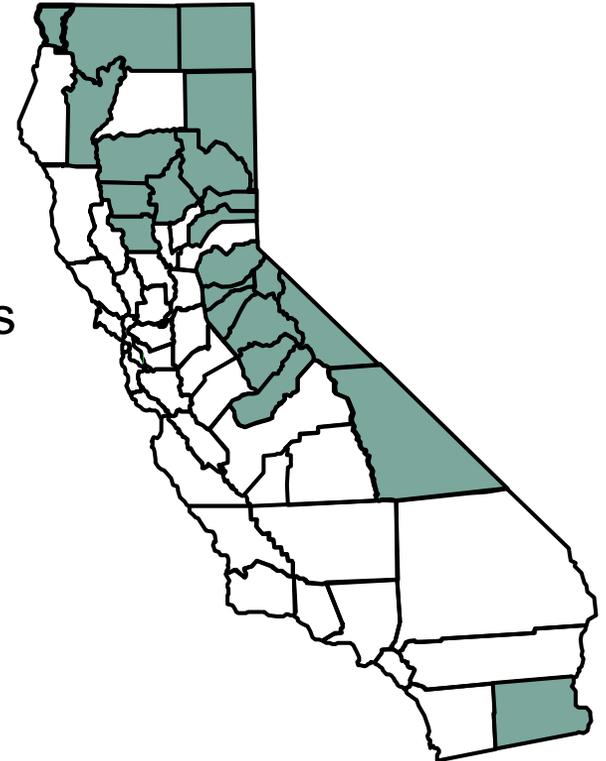
## Single Family Housing Program (Since 2003)

Across the Nation	
Families assisted with home purchase	44,800+
Down Payment Assistance provided	\$380+ Million
Participated in single-family loan financing for a total of	\$9.1+ Billion

Inyo County	
Families assisted with home purchase	2
Down Payment Assistance provided	\$15,000
Participated in single-family loan financing for a total of	\$420,000

# ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY (ESJPA)

- ❧ A local government agency comprised of 22 rural member counties.
- ❧ Formed in 1993 to assist members in complying with regulatory requirements and waste diversion goals.
- ❧ Provides regulatory advocacy and technical assistance to rural member counties, supports local public education campaigns and administers grants for recycling and hazardous waste management programs.



**Mission:**

**Exploring solutions to the next generation of environmental and regulatory challenges.**



**Rural Counties**   
Environmental Services  
Joint Powers Authority

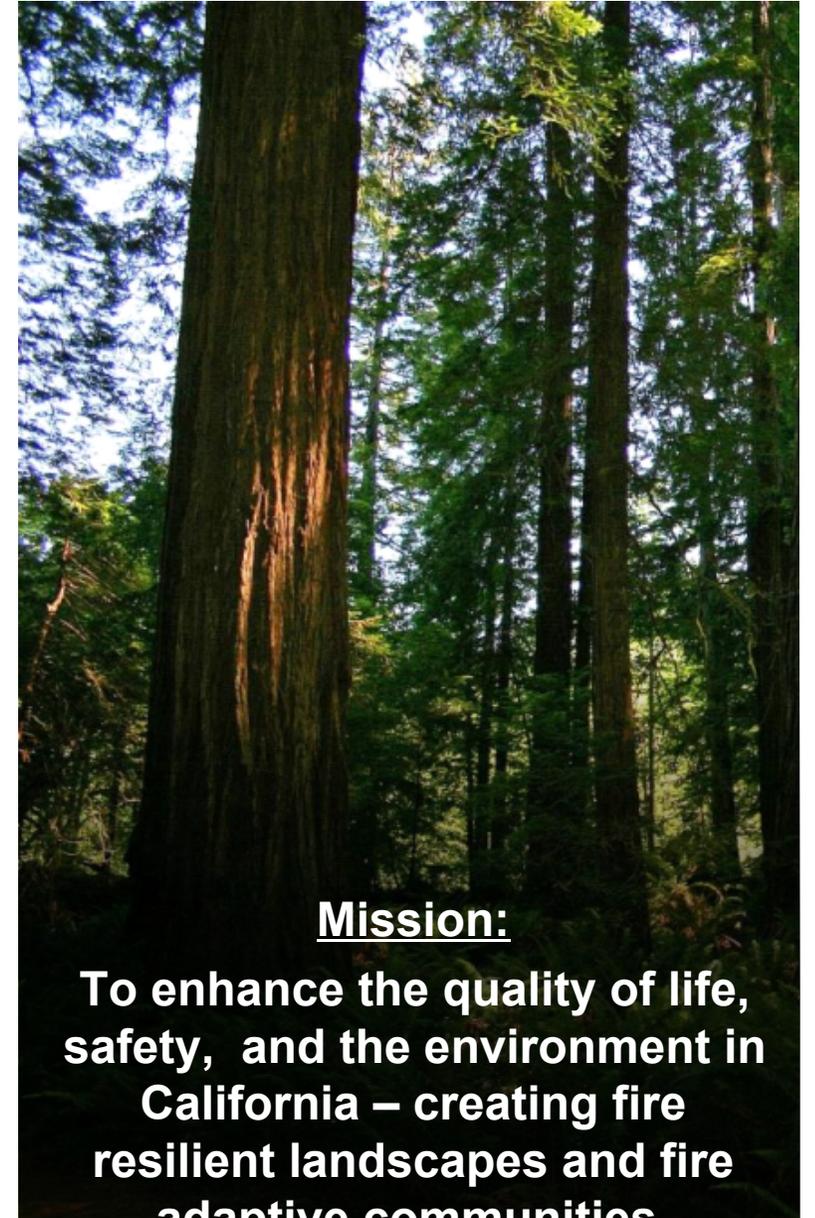
**ESJPA**

# GOLDEN STATE NATURAL RESOURCES (GSNR)

- ⌘ GSNR is a 501c3 public benefit corp. focused on forest resiliency and rural economic development.
- ⌘ Will reduce excess natural materials from California forests, orchards, and sawmills by transforming it into industrial pellets to sell internationally for energy generation.
  - ⌘ Program Aims:
    - Increase the number of acres of CA forestland treated for fire mitigation
    - Create jobs and stimulate rural economies
    - Reduce the frequency and severity of catastrophic wildfires in CA
    - By reducing catastrophic wildfire, help to restore ecological and watershed



**GOLDEN STATE**  
NATURAL RESOURCES



## Mission:

**To enhance the quality of life, safety, and the environment in California – creating fire resilient landscapes and fire adaptive communities**

## GOLDEN STATE CONNECT AUTHORITY (GSCA)

- RCRC is preparing the formation of a JPA entitled Golden State Connect Authority (GSCA) to increase access to reliable, affordable high-speed broadband for all rural Californians

### Three Phases:

1. Ensure all member counties have broadband strategic plans
2. Equip rural counties with informational resources on innovative models and new approaches to deliver broadband
3. Implement open-access municipal broadband demonstration projects

### Objective:

**Increase access to reliable, affordable high-speed broadband for all rural Californians**



**51 %** of rural Californians do not have access to high-speed internet  
–CPUC, “CASF” (April 2021)

# RCRC STRATEGIC PLAN



Example:

**Goal:** Equitable Access

**Objective:**

Housing: Increase homeownership opportunities for rural Californians through the provision and promotion of affordable housing programs

**Metric:**

# of families or individuals with a home purchase in member counties

**Strategy:**

Research and identify strategies and partnerships beginning March 2022 to assist member counties seeking to facilitate affordable and workforce housing development.

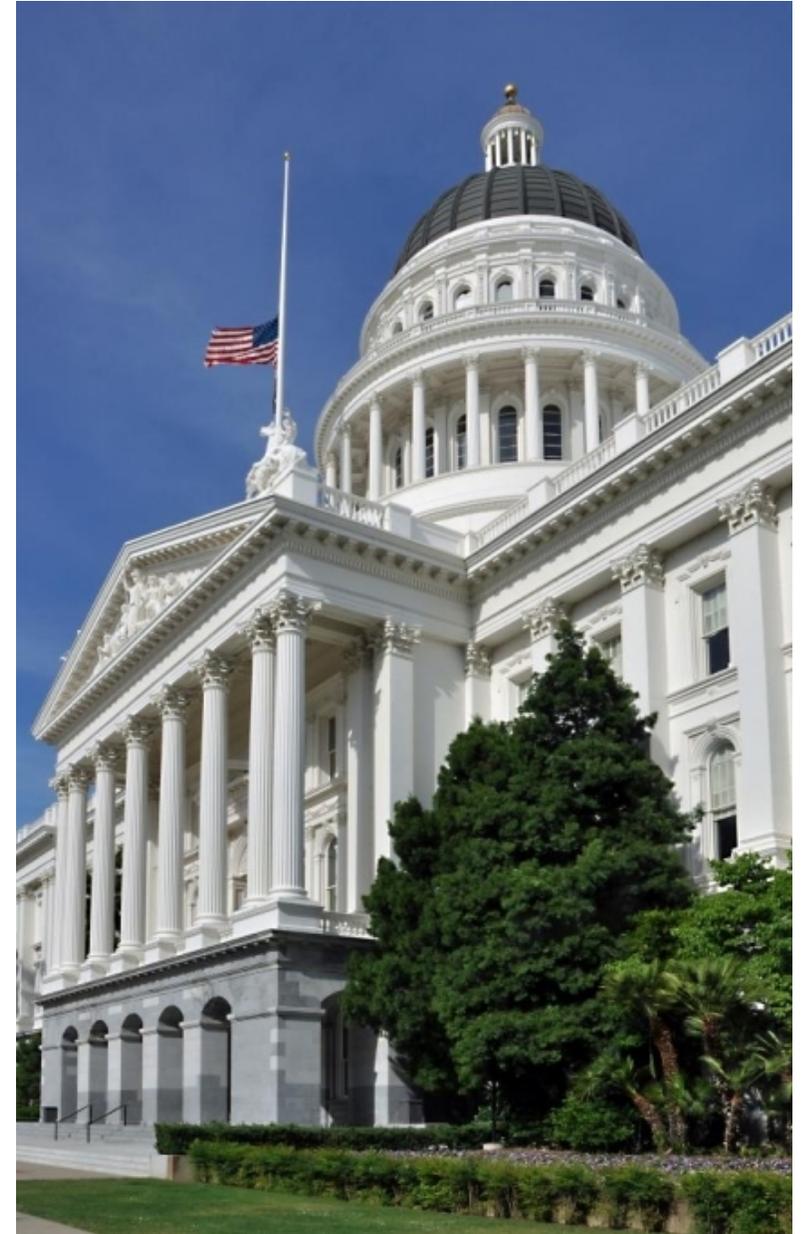
# GSCA: A LOT OF MONEY – A LOT OF OPPORTUNITIES

## ○ At Present

- Local – American Rescue Plan Act
- State – American Rescue Plan Act
  - Historic \$6 Billion Investment
  - Technical Assistance Program
- Federal to State – American Rescue Plan Act
  - \$10 Billion Nationwide – California \$540 Million

## ○ On Horizon

- Federal Infrastructure Bill – Presently \$60 Billion
- NTIA - \$1 Billion
- Second Round of FCC – RDOF - \$11 Billion



# GSCA: GET IN THE GAME

- **Local Government Involvement & Direction**
  - Granted Within SB 156
  - Changing Economies – COVID & Beyond
  - Economic Development Tool
- **Local Government Should Be A Partner**



# GSCA: FOR YOUR CONSIDERATION

SHORT TERM	MID TERM	LONG TERM
<ul style="list-style-type: none"> <li>● <b>Prioritize Broadband</b> <ul style="list-style-type: none"> <li>○ Develop Broadband Strategic Plan</li> <li>○ Form Broadband Stakeholder Task Force</li> <li>○ Identify Broadband Point-of-Contact</li> </ul> </li> <li>● <b>Set-Aside Local American Rescue Plan Monies</b> <ul style="list-style-type: none"> <li>○ Earmark Now – Develop Plan – Invest Later</li> </ul> </li> <li>● <b>Identify Middle Mile Gaps &amp; Needs</b> <ul style="list-style-type: none"> <li>○ Convey to CPUC and RCRC</li> <li>○ Work with CPUC Consortia to Identify</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● <b>Consider Policies &amp; Tools That Invite Investment</b> <ul style="list-style-type: none"> <li>○ Countywide Programmatic Broadband EIR</li> <li>○ Uniformity of Policies Across County/Region</li> </ul> </li> <li>● <b>Use Strategic Plans To Direct Investment</b> <ul style="list-style-type: none"> <li>○ Identify Countywide Priority Areas</li> <li>○ Broadband Grant Program</li> <li>○ Leverage Public Funding with Private/Municipal Investment</li> </ul> </li> <li>● <b>Communicate Priorities, Policies, &amp; Tools</b></li> </ul>	<ul style="list-style-type: none"> <li>● <b>Deploy Broadband Infrastructure</b> <ul style="list-style-type: none"> <li>○ GSCA– Open Access, Public Benefit Municipal Broadband Network</li> <li>○ Local Partners – Electric Co-Operatives, Municipal Broadband Providers, or Regional Providers</li> <li>○ Incumbent Service Providers</li> </ul> </li> <li>● <b>Extend Investment &amp; Coverage Area Via Access To Public Funds</b> <ul style="list-style-type: none"> <li>○ Extend Project Areas</li> <li>○ Direct Investment</li> </ul> </li> <li>● <b>Be At The Table</b></li> </ul>



RCRC  
1215 K St., Suite 1650  
Sacramento, CA 95814  
(916) 447-4806

## QUESTIONS?

## KEEP UP WITH RCRC:

- 🌀 WEBSITE: [www.rcrcnet.org](http://www.rcrcnet.org)
- 🌀 SIGN UP FOR THE BARBED WIRE NEWSLETTER
- 🌀 FOLLOW US ON SOCIAL MEDIA:



@ruralcounties



@ca\_ruralcounties



@RuralCounties



# County of Inyo



## County Counsel

### TIMED ITEMS - NO ACTION REQUIRED

**MEETING:** November 2, 2021

**FROM:** Grace Chuchla

**SUBJECT:** Redistricting Hearing

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**RECOMMENDED ACTION:**

**11 a.m. - County Counsel** - 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. 2021-10-22 Notice of November hearings
2. Option 2 Bishop Detail
3. Option 2

4. D4 North
5. D4 North2
6. 2020D5armNorth2
7. 2020 D5arm

**APPROVALS:**

Darcy Ellis

Created/Initiated - 10/28/2021

Darcy Ellis

Approved - 10/28/2021

Grace Chuchla

Approved - 10/28/2021

Cathreen Richards

Approved - 10/28/2021

Marshall Rudolph

Final Approval - 10/28/2021



# 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 2, 2021 at 11 am** and **November 9, 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>.

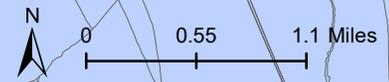
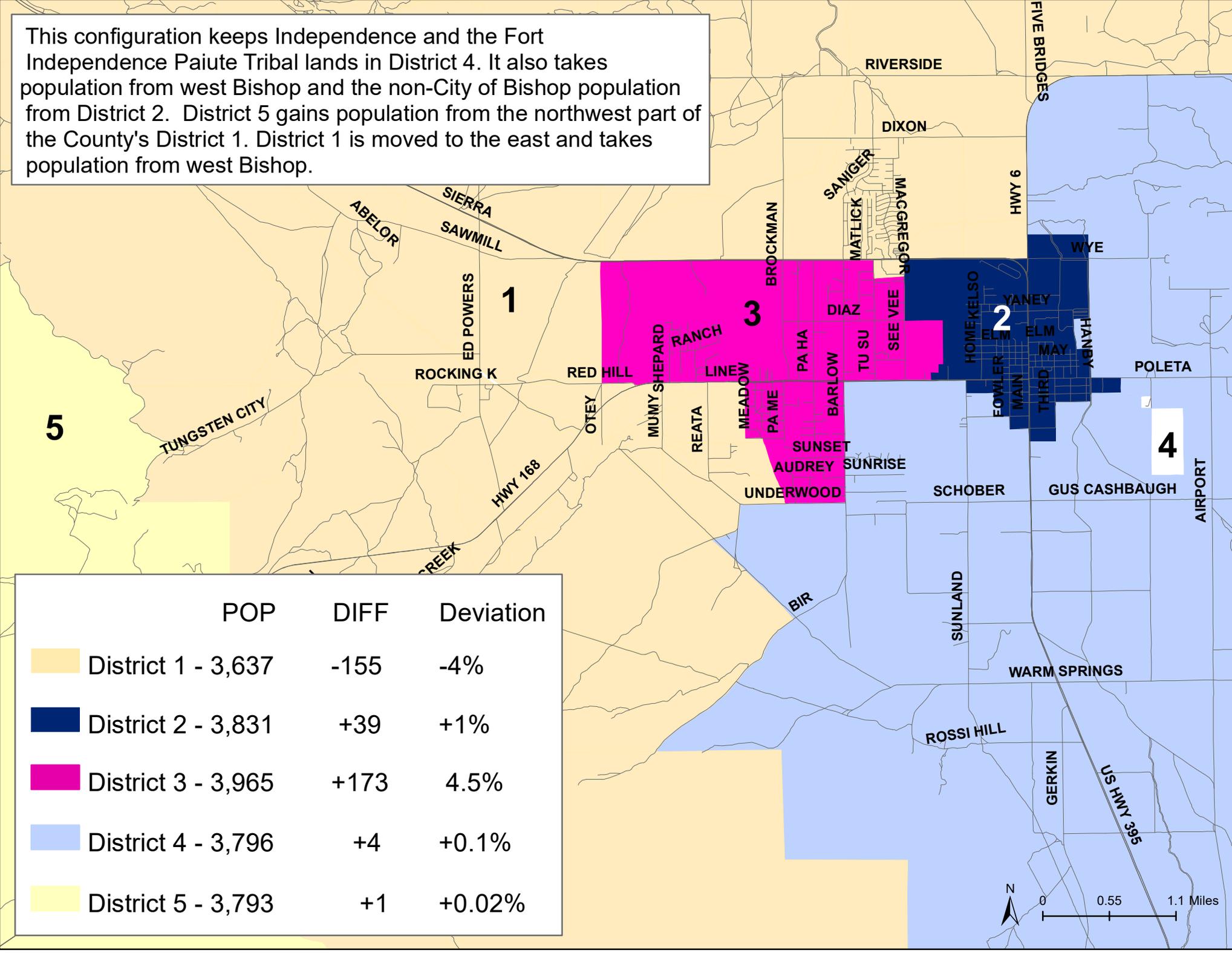
Any member of the public who wishes to address the ICRC on the topic of redistricting may do so by:

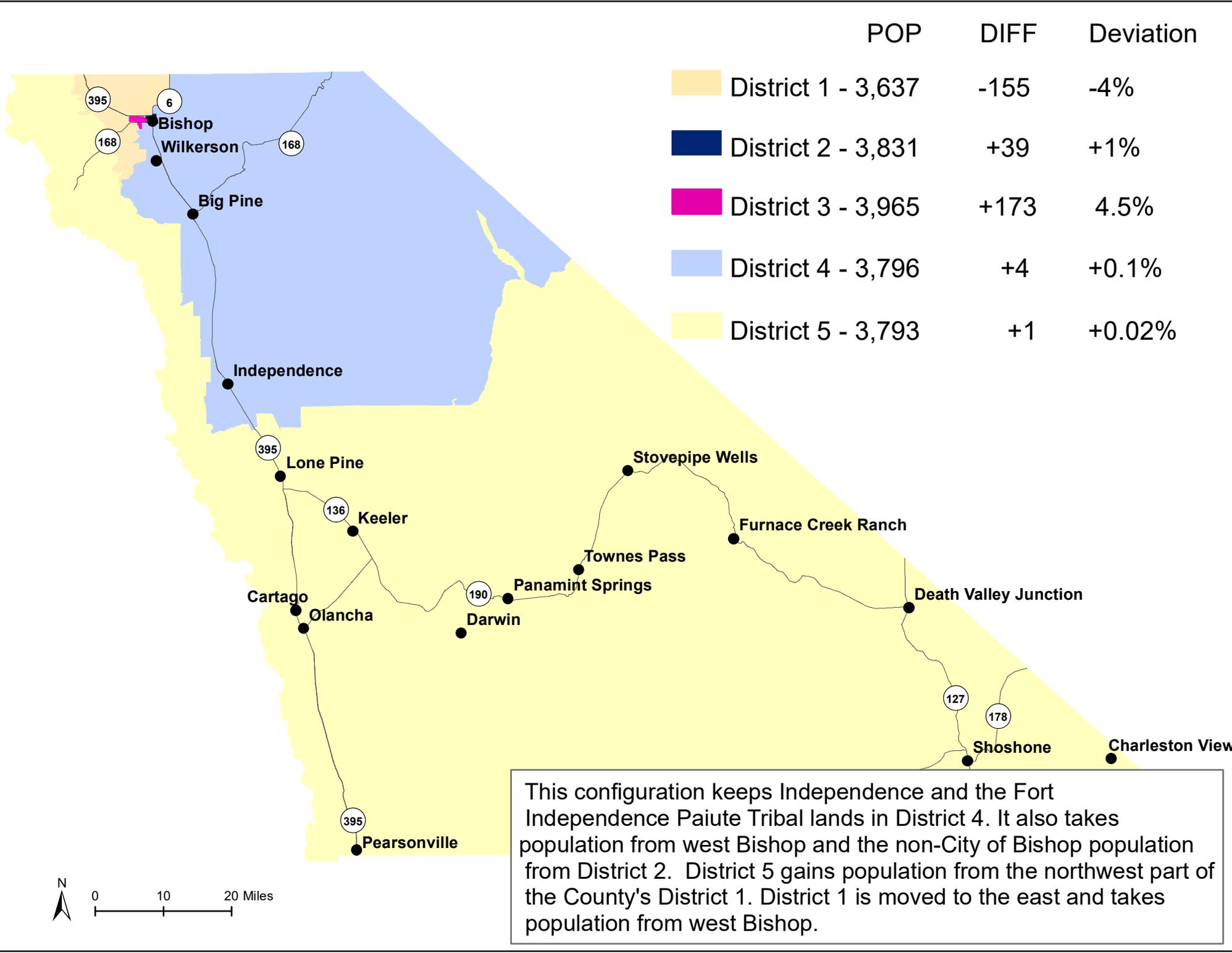
- Attending the hearings via Zoom and using the “raise hand” feature on Zoom
- Submitting a written comment via the ICRC’s website at this link: <https://www.inyocounty.us/government/board-supervisors/redistricting/comments>
- Mailing a written comment to: Inyo County Clerk of the Board, P.O. Drawer 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.

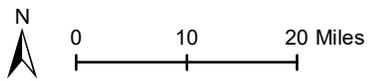
Please contact Grace Chuchla at [gchuchla@inyocounty.us](mailto:gchuchla@inyocounty.us) or 760-872-0933 if you have any questions about the redistricting process or the hearings.

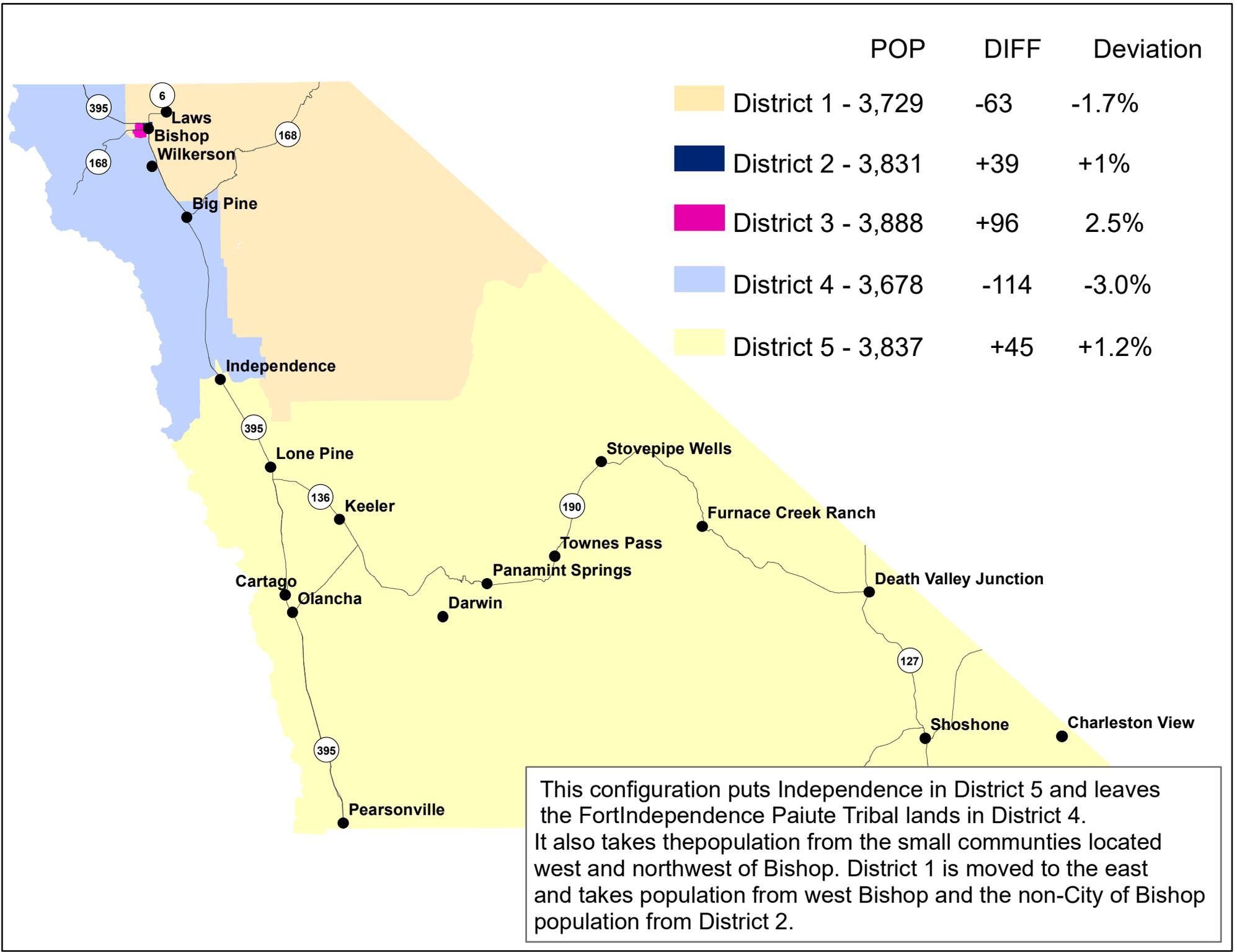
This configuration keeps Independence and the Fort Independence Paiute Tribal lands in District 4. It also takes population from west Bishop and the non-City of Bishop population from District 2. District 5 gains population from the northwest part of the County's District 1. District 1 is moved to the east and takes population from west Bishop.





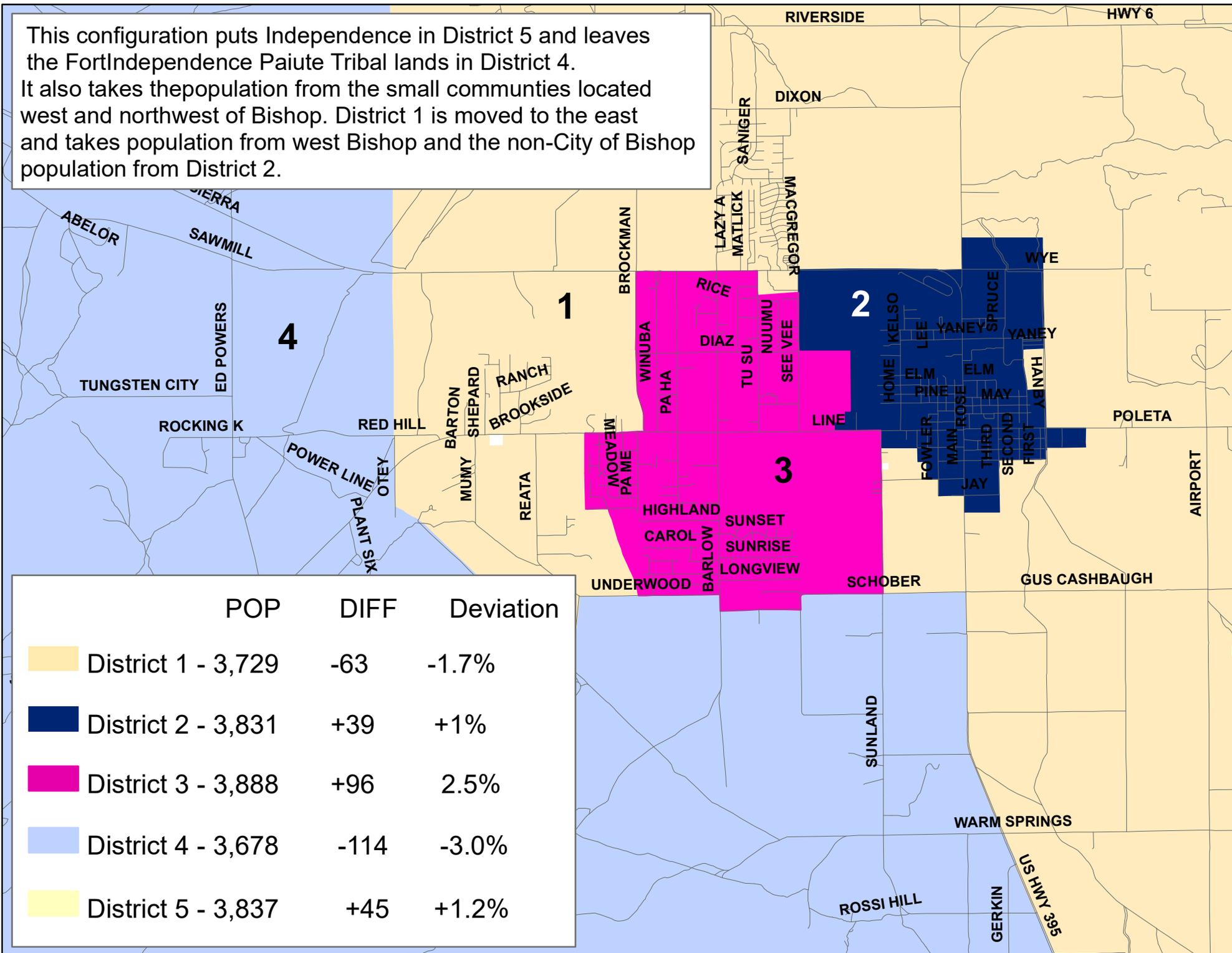
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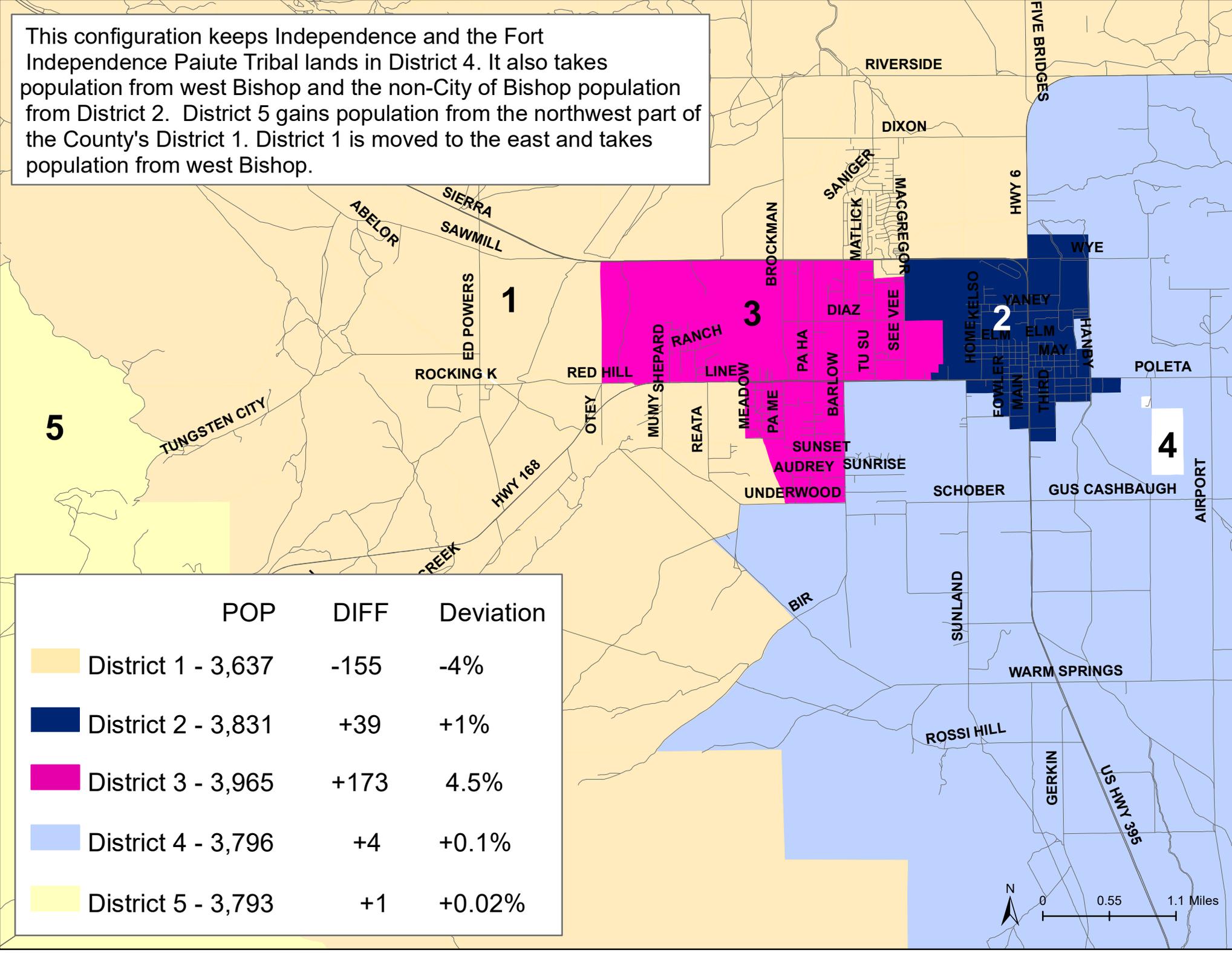


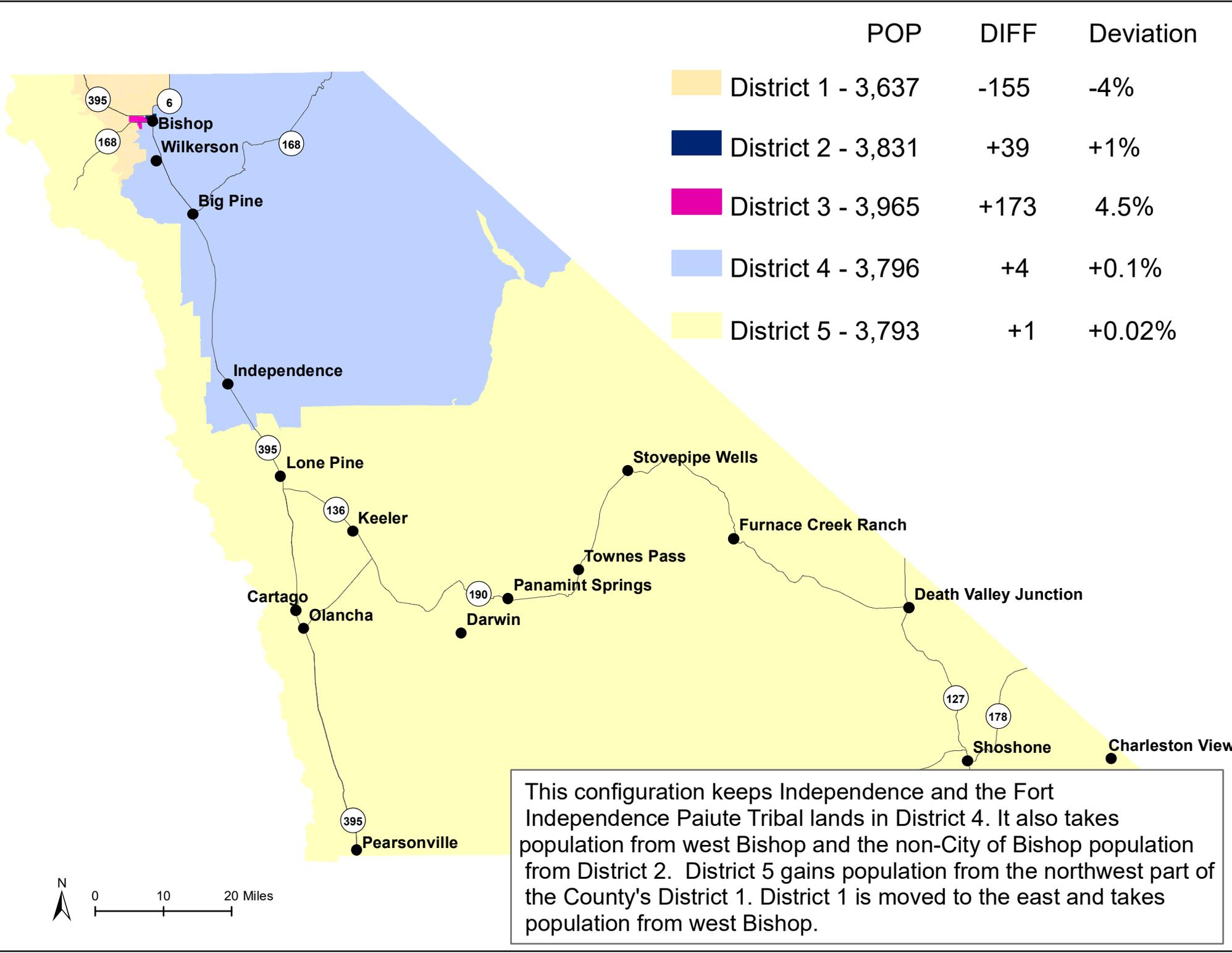
This configuration puts Independence in District 5 and leaves the FortIndependence Paiute Tribal lands in District 4. It also takes the population from the small communities located west and northwest of Bishop. District 1 is moved to the east and takes population from west Bishop and the non-City of Bishop population from District 2.

This configuration puts Independence in District 5 and leaves the FortIndependence Paiute Tribal lands in District 4. It also takes the population from the small communities located west and northwest of Bishop. District 1 is moved to the east and takes population from west Bishop and the non-City of Bishop population from District 2.

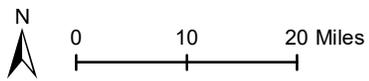


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# County of Inyo



## Treasurer-Tax Collector

### **CORRESPONDENCE - INFORMATIONAL - NO ACTION REQUIRED**

**MEETING:** November 2, 2021

**FROM:** Alisha McMurtrie

**SUBJECT:** Treasury Status Report for the Quarter Ending September 30, 2021

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**RECOMMENDED ACTION:**

Request Board review Treasury Status Report for the Quarter Ending September 30, 2021 and direct any questions to the County Treasurer.

**SUMMARY/JUSTIFICATION:**

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the report are to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market values of the investments;
- compliance with the County Investment Policy;
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

**FINANCING:**

N/A

**ATTACHMENTS:**

1. 09-30-2021 Treasury Status Report

**APPROVALS:**

Moana Chapman  
Darcy Ellis  
Moana Chapman  
Alisha McMurtrie

Created/Initiated - 10/7/2021  
Approved - 10/7/2021  
Approved - 10/27/2021  
Final Approval - 10/27/2021

COUNTY OF INYO  
TREASURER-TAX COLLECTOR  
168 NORTH EDWARDS STREET  
POST OFFICE DRAWER O  
INDEPENDENCE, CA 93526-0614  
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE  
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors  
FROM: Alisha McMurtrie, Treasurer-Tax Collector  
SUBJECT: Report of the Status of the Inyo County Treasury as of: September 30, 2021  
DATE: October 27, 2021

The following status report of the County Treasury as of 09-30-2021 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 835 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:09/30/2021 was \$9,968,204.20 (Principal: \$10,249,739.82 plus Contributions: \$00.00 plus Interest: \$-279,026.85 less Fees: \$-2,508.77)

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION			
For the Business Day of:			
9/30/2021			
<b>AUDITOR BALANCES:</b>			
Beginning "Claim on Cash in Treasury"		<b>\$170,610,977.54</b>	
Deposit Authorizations		\$759,797.82	
Checks Paid on:	09/29/21	(\$102,363.00)	
Journal Entry:		\$0.00	
Outgoing Debits:		(\$3,802,224.64)	09-30-2021 SEE ATTACHED EXHIBIT "A" FOR OUTGOING DEBIT DETAILS
Ending "Claim on Cash in Treasury"		<b>\$167,466,187.72</b>	
<b>TREASURER BALANCES:</b>			
<b>CASH ON HAND:</b>			
	Drawer	\$282.24	
	Vault	\$48,094.50	
<b>CHECKS ON HAND:</b>			
	Date:		
	Date:		
	Date:		
<b>BANK ACCOUNTS:</b>			
Union Bank - General Account.		\$3,566,154.37	
Eastern Sierra Community Bank - Gen		\$2,790,061.49	
El Dorado #2107 - Directs Account		\$11,639.09	
El Dorado #9703 - Cash Account		\$100,658.70	
<b>INVESTMENTS:</b>			
			<i>Agency      Limit</i>
Local Agency Investment Fund	\$35,000,000.00		50,000,000
UBS Money Market	\$2,500,000.00	1.49%	of 5.00%
Local Agencies	\$604,589.28	0.36%	of 100.00%
Federal Agencies	\$95,977,324.00	57.31%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$0.00	0.00%	of 100.00%
Commercial Paper	\$15,981,067.22	9.54%	of 15.00%
Corporate Obligation	\$0.00	0.00%	of 30.00%
CDs	\$7,686,000.00	4.59%	of 30.00%
U.S. Bank Money Market	\$3,126,392.71	1.87%	of 5.00%
Grand TTL Investments	\$160,875,373.21		
<b>NOTES</b>			
Maturities > 1 Year	\$96,265,021.77	57.48%	of 60.00%
<b>GRAND TOTAL TREASURY BALANCE:</b>		<b>\$167,392,263.60</b>	
<b>RECONCILIATION</b>			
<u>Treasury Over/Short:</u>		<b>(\$73,924.12)</b>	
<u>Explanation:</u>	(\$376,989.68)	09/30/21 REMOTE DEPOSIT IN TRANSIT	
	\$143,858.53	09/30/21 IC0E: PERS	
	\$126,262.09	09/30/21 IC0E: PERS	
	\$1,772.91	09/30/21 AUD PY: PERS - PIONEER	
	\$122.03	09/30/21 AUD PY: PERS - PIONEER	
	\$31,050.00	09/30/21 CUSIP #31846V567 - SETTLEMENT	
	(\$3,000,000.00)	09/30/21 CUSIP #3130ALS96 - FULL CALL	
	\$3,000,000.00	09/30/21 CUSIP #31846V567 - SETTLEMENT	
	(\$32.55)	09/27/21 SIFPD: WELLS FARGO AA CHG - CK# 2070	
		<b>(\$73,924.12)</b>	

EXHIBIT "A"	
OUTGOING DEBIT DETAIL	
ICOE/ICSOS	(\$76,436.07)
ICOE/ICSOS	(\$370,823.51)
ICOE/ICSOS	(\$5,424.73)
ICOE/ICSOS	(\$17,956.68)
ICOE/ICSOS	(\$70,613.90)
ICOE/ICSOS	(\$1,500.56)
ICOE/ICSOS	(\$2,096.13)
ICOE/ICSOS	(\$4,099.16)
ICOE/ICSOS	(\$5,342.72)
ICOE/ICSOS	(\$41,715.59)
ICOE/ICSOS	(\$2,020,281.57)
ICOE/ICSOS	(\$378,742.48)
ICOE/ICSOS	(\$229,449.06)
Auditor/Payroll	(\$309.86)
Auditor/Payroll	(\$61,255.29)
Auditor/Payroll	(\$897.13)
Auditor/Payroll	(\$412.04)
Auditor/Payroll	(\$636.35)
Auditor/Payroll	(\$3,683.44)
Auditor/Payroll	(\$983.91)
Auditor/Payroll	(\$744.52)
Auditor/Payroll	(\$418.52)
Auditor/Payroll	(\$1,230.63)
Auditor/Payroll	(\$524.24)
Auditor/Payroll	(\$120,747.85)
Auditor/Payroll	(\$10.97)
Auditor/Payroll	(\$0.43)
Auditor/Payroll	(\$469.09)
Auditor/Payroll	(\$15.28)
Auditor/Payroll	(\$10.00)
Auditor/Payroll	(\$106.19)
Auditor/Payroll	(\$11,588.06)
Auditor/Payroll	(\$30.00)
Auditor/Payroll	(\$20.12)
Auditor/Payroll	(\$101,633.00)
ICOE/ICSOS	(\$143,858.53)
ICOE/ICSOS	(\$126,262.09)
Auditor/Payroll	(\$1,772.91)
Auditor/Payroll	(\$122.03)
<b>TOTAL</b>	<b>(\$3,802,224.64)</b>

**TREASURER'S DAILY RECONCILIATION**

*For the Business Day of*

**9/30/2021**

Prepared and attached by: Moana Chapman

Inyo County  
Portfolio Holdings  
Compliance Report | by Investment Policy  
Report Format: By Transaction  
Group By: Asset Category  
Average By: Face Amount / Shares  
Portfolio / Report Group: All Portfolios  
As of 9/30/2021

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
<b>Certificate of Deposit - 30 %</b>								
Apex Bank 1.5 10/12/2021	03753XAQ3	10/12/2016	1.500	248,000.00	248,000.00	248,000.00	10/12/2021	12
Discover Bank DE 1.75 11/2/2021	254672M39	11/2/2016	1.750	245,000.00	245,000.00	245,000.00	11/2/2021	33
Jefferson Financial LA 2.2 11/22/2021	474067AJ4	11/22/2017	2.200	248,000.00	248,000.00	248,000.00	11/22/2021	53
State Bank India NY 2.35 2/24/2022	8562846J8	2/24/2017	2.350	248,000.00	248,000.00	248,000.00	2/24/2022	147
United Community Bank GA 2.05 3/1/2022	90984P5A9	3/1/2017	2.050	248,000.00	248,000.00	248,000.00	3/1/2022	152
Belmont Savings Bank MA 2.15 3/21/2022	080515BV0	3/20/2017	2.150	248,000.00	248,000.00	248,000.00	3/21/2022	172
American Express UT 2.45 4/5/2022	02587DN38	4/5/2017	2.450	248,000.00	248,000.00	248,000.00	4/5/2022	187
TOWNBANK1.15 4/29/2022	89214PCQ0	4/29/2020	1.150	250,000.00	250,000.00	250,000.00	4/29/2022	211
BERKSHIRE BANK 1 10/20/2022	084601XL2	4/24/2020	1.000	250,000.00	250,000.00	250,000.00	10/20/2022	385
MERRICK BANK 1.75 11/29/2022	59013KEA0	11/29/2019	1.750	248,000.00	248,000.00	248,000.00	11/29/2022	425
Mountain America UT 2.4 11/30/2022	62384RAD8	11/30/2017	2.400	248,000.00	248,000.00	248,000.00	11/30/2022	426
Morgan Stanley Bank UT 2.65 2/8/2023	61747MJ77	2/8/2018	2.650	248,000.00	248,000.00	248,000.00	2/8/2023	496
ALLY BANK 0.9 3/13/2023	02007GMY6	3/12/2020	0.900	248,000.00	248,000.00	248,000.00	3/13/2023	529
GREENSTATE CREDIT UNION 0.4 8/18/2023	39573LAP3	8/18/2020	0.400	248,000.00	248,000.00	248,000.00	8/18/2023	687
ENERBANK USA 1.8 11/22/2023	29278TMN7	11/27/2019	1.800	248,000.00	248,000.00	248,000.00	11/22/2023	783
Citibank National SD 3.4 1/9/2024	17312QZ36	1/9/2019	3.400	245,000.00	245,000.00	245,000.00	1/9/2024	831
AMERICAN COMMERCE BANK 0.9 3/27/2024	02519TBA3	3/27/2020	0.900	248,000.00	248,000.00	248,000.00	3/27/2024	909
MEDALLION BANK 1.2 4/30/2024	58404DGU9	4/30/2020	1.200	250,000.00	250,000.00	250,000.00	4/30/2024	943
MORGAN STANLEY PRIVATE BANK NA 1.9 11/20/2024	61760A3B3	11/27/2019	1.900	248,000.00	248,000.00	248,000.00	11/20/2024	1,147
LIVE OAK BANKING COMPANY 1.85 11/27/2024	538036GU2	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,154
VIRIVA FCU 1.85 11/27/2024	92823NAA9	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,154
CELTIC BANK 1.85 11/27/2024	15118RTC1	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,154
SOMERSET TRUST CO 1 3/19/2025	835104BZ2	3/19/2020	1.000	248,000.00	248,000.00	248,000.00	3/19/2025	1,266
FLAGSTAR BANK 1.15 4/29/2025	33847E3D7	4/29/2020	1.150	245,000.00	245,000.00	245,000.00	4/29/2025	1,307
CENTERSTATE BANK 1.25 4/30/2025	15201QDE4	4/30/2020	1.250	250,000.00	250,000.00	250,000.00	4/30/2025	1,308
PACIFIC WETERN BANK 1.25 4/30/2025	69506YRL5	4/30/2020	1.250	250,000.00	250,000.00	250,000.00	4/30/2025	1,308
LUANA SAVINGS BANK 0.6 5/8/2025	549104PQ4	5/8/2020	0.600	245,000.00	245,000.00	245,000.00	5/8/2025	1,316
EAST BOSTON SAVINGS BANK 0.45 8/12/2025	27113PDP3	8/12/2020	0.450	248,000.00	248,000.00	248,000.00	8/12/2025	1,412
1ST FINANCIAL BANK USA 0.45 8/19/2025	32022RNT0	8/19/2020	0.450	248,000.00	248,000.00	248,000.00	8/19/2025	1,419
FIRST CAROLINA BANK 0.45 8/20/2025	31944MBB0	8/20/2020	0.450	248,000.00	248,000.00	248,000.00	8/20/2025	1,420
NORTHEAST COMMUNITY BANK 0.45 8/20/2025	664122AF5	8/20/2020	0.450	248,000.00	248,000.00	248,000.00	8/20/2025	1,420
Sub Total / Average Certificate of Deposit - 30 %			1.499	7,686,000.00	7,686,000.00	7,686,000.00		779

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
<b>Commercial Paper - 15 %</b>								
MUFG BANK LTD 0 10/4/2021	62479LX42	1/8/2021	0.200	5,000,000.00	4,992,527.78	5,000,000.00	10/4/2021	4
NATIXIS NY 0 12/17/2021	63873JZH6	3/26/2021	0.170	5,000,000.00	4,993,719.44	5,000,000.00	12/17/2021	78
CREDIT AGRI CIB 0 12/29/2021	22533TZV1	4/14/2021	0.120	6,000,000.00	5,994,820.00	6,000,000.00	12/29/2021	90
Sub Total / Average Commercial Paper - 15 %			0.161	16,000,000.00	15,981,067.22	16,000,000.00		59
<b>Federal Agencies - 100 %</b>								
FHLB 1.875 11/29/2021	3130AABG2	11/30/2016	2.115	2,000,000.00	1,977,324.00	2,000,000.00	11/29/2021	60
FFCB 2.8 12/17/2021	3133EJ3B3	12/17/2018	2.800	5,000,000.00	5,000,000.00	5,000,000.00	12/17/2021	78
FFCB 1.68 11/22/2023-21	3133ELAN4	11/22/2019	1.680	2,000,000.00	2,000,000.00	2,000,000.00	11/22/2023	783
FHLB 0.55 7/30/2024-20	3130AJUN7	7/30/2020	0.550	3,000,000.00	3,000,000.00	3,000,000.00	7/30/2024	1,034
FFCB 0.44 11/4/2024-21	3133EMFP2	11/4/2020	0.440	3,000,000.00	3,000,000.00	3,000,000.00	11/4/2024	1,131
FFCB 0.47 1/27/2025-21	3133EMER9	10/27/2020	0.470	3,000,000.00	3,000,000.00	3,000,000.00	1/27/2025	1,215
FHLB 0.52 1/28/2025-22	3130ANEJ5	7/28/2021	0.520	5,000,000.00	5,000,000.00	5,000,000.00	1/28/2025	1,216
FHLB 0.75 1/29/2025-21	3130ALY65	4/29/2021	0.750	2,000,000.00	2,000,000.00	2,000,000.00	1/29/2025	1,217
FHLB 0.75 6/30/2025-21	3130AMX31	6/30/2021	0.750	3,000,000.00	3,000,000.00	3,000,000.00	6/30/2025	1,369
FNMA 0.7 7/21/2025-21	3136G4ZG1	7/21/2020	0.700	4,000,000.00	4,000,000.00	4,000,000.00	7/21/2025	1,390
FNMA 0.625 7/21/2025-22	3136G4ZJ5	7/21/2020	0.625	4,000,000.00	4,000,000.00	4,000,000.00	7/21/2025	1,390
FFCB 0.53 8/12/2025-22	3133EL3P7	8/12/2020	0.530	4,000,000.00	4,000,000.00	4,000,000.00	8/12/2025	1,412
FHLMC 0.625 8/19/2025-21	3134GWQN9	8/19/2020	0.625	3,000,000.00	3,000,000.00	3,000,000.00	8/19/2025	1,419
FNMA 0.56 8/21/2025-23	3136G4N74	8/21/2020	0.560	3,000,000.00	3,000,000.00	3,000,000.00	8/21/2025	1,421
FFCB 0.55 9/16/2025-21	3133EL7K4	9/16/2020	0.550	5,000,000.00	5,000,000.00	5,000,000.00	9/16/2025	1,447
FHLMC 0.625 9/23/2025-20	3134GWP75	9/23/2020	0.625	5,000,000.00	5,000,000.00	5,000,000.00	9/23/2025	1,454
FHLMC 0.6 9/30/2025-21	3134GWTG1	9/30/2020	0.600	5,000,000.00	5,000,000.00	5,000,000.00	9/30/2025	1,461
FFCB 0.52 10/21/2025-21	3133EMDZ2	10/21/2020	0.520	3,000,000.00	3,000,000.00	3,000,000.00	10/21/2025	1,482
FFCB 0.53 10/22/2025-21	3133EMEC2	10/22/2020	0.530	3,000,000.00	3,000,000.00	3,000,000.00	10/22/2025	1,483
FNMA 0.58 10/28/2025-22	3135GA2A8	11/17/2020	0.580	3,000,000.00	3,000,000.00	3,000,000.00	10/28/2025	1,489
FNMA 0.55 11/4/2025-22	3135GA2N0	11/4/2020	0.550	5,000,000.00	5,000,000.00	5,000,000.00	11/4/2025	1,496
FHLMC 0.6 11/12/2025-21	3134GXBM5	11/17/2020	0.600	3,000,000.00	3,000,000.00	3,000,000.00	11/12/2025	1,504
FHLMC 0.62 12/1/2025-21	3134GXDM3	12/1/2020	0.620	4,000,000.00	4,000,000.00	4,000,000.00	12/1/2025	1,523
FHLB 0.7 3/16/2026-22	3130ALEP5	3/16/2021	0.700	5,000,000.00	5,000,000.00	5,000,000.00	3/16/2026	1,628
FHLB 1.2 4/28/2026-21	3130ALXP4	4/28/2021	1.200	2,000,000.00	2,000,000.00	2,000,000.00	4/28/2026	1,671
FHLB Step 6/16/2026-21	3130AMR46	6/16/2021	0.750	3,000,000.00	3,000,000.00	3,000,000.00	6/16/2026	1,720
FHLB 1 6/30/2026-21	3130AMT28	6/30/2021	1.000	4,000,000.00	4,000,000.00	4,000,000.00	6/30/2026	1,734
Sub Total / Average Federal Agencies - 100 %			0.794	96,000,000.00	95,977,324.00	96,000,000.00		1,322
<b>Local Agency Investment Fund - \$ 50M</b>								
LAIF LGIP	LAIF4000	9/30/2018	0.206	35,000,000.00	35,000,000.00	35,000,000.00	N/A	1
Sub Total / Average LAIF - \$ 50M			0.206	35,000,000.00	35,000,000.00	35,000,000.00		1
<b>U.S. Bank Money Market - 5%</b>								
U.S. Bank MM	MM5280	8/3/2021	0.710	3,126,392.71	3,126,392.71	3,126,392.71	N/A	1
Sub Total / Average U.S. Bank Money Market - 5%			0.710	3,126,392.71	3,126,392.71	3,126,392.71		1
<b>UBS Money Market - 5 %</b>								
UBS Financial MM	MM9591	6/30/2018	0.010	2,500,000.00	2,500,000.00	2,500,000.00	N/A	1
Sub Total / Average UBS Money Market - 5 %			0.010	2,500,000.00	2,500,000.00	2,500,000.00		1
Total / Average			0.622	160,312,392.71	160,270,783.93	160,312,392.71		835

COUNTY OF INYO  
PARS OPEB Trust Program

Account Report for the Period  
9/1/2021 to 9/30/2021

Leslie Chapman  
County Administrative Officer  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

### Account Summary

Source	Beginning Balance as of 9/1/2021	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 9/30/2021
OPEB	\$10,249,739.82	\$0.00	-\$279,026.85	\$2,508.77	\$0.00	\$0.00	\$9,968,204.20
<b>Totals</b>	<b>\$10,249,739.82</b>	<b>\$0.00</b>	<b>-\$279,026.85</b>	<b>\$2,508.77</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,968,204.20</b>

### Investment Selection

Source

OPEB Moderate HighMark PLUS

### Investment Objective

Source

OPEB The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

### Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	-2.72%	-1.07%	15.98%	9.60%	9.01%	8.87%	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees