

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

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

April 5, 2022 - 8:30 A.M.

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

CLOSED SESSION

2. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – County Administrator Leslie Chapman, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code §54957** – Title: County Administrator.

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

- 10 A.M.
4. **PLEDGE OF ALLEGIANCE**
 5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
 6. **PUBLIC COMMENT** (*Comments may be time-limited*)
 7. **COUNTY DEPARTMENT REPORTS**

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

8. **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.
9. **Health & Human Services - Behavioral Health** - Request Board authorize payment of \$14,250 to Pacific Grove Hospital for the involuntary hospitalization of an Inyo County Medi-Cal beneficiary placed in the facility pursuant to Welfare and Institutions Code (WIC) Section 5150.
10. **Health & Human Services - ESAAA** - Recommend Board: A) approve the Eastern Sierra Area Agency on Aging 2022-2023 Area Plan Update; B) set minimum percentages for the Supportive Services subcategory as recommended by the ESAAA Advisory Council at 50% for Access category-transportation, 10% for Legal services, and 5% for In-home services; and C) authorize the Chairperson and HHS Director to sign the required Transmittal Letter.
11. **Health & Human Services - First 5** - Request Board appoint Esther Hampton to an unexpired three-year term on the First 5 Commission for an alternate ending December 5, 2023.
12. **Planning Department** - Request Board ratify and approve Amendment No. 2 between the County of Inyo and Helix Environmental Planning for the provision of professional services for the period of September 1, 2020 through December 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
13. **Planning Department** - Request Board approve Amendment No. 6 to the contract between the County of Inyo and DB Stevens and Associates for the provision of hydrological services in an amount not to exceed \$70,000 for the period of April 25, 2017 to April 25, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
14. **Probation** - Request Board approve the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2022 to June 30, 2023 in an amount not to exceed \$31,840.00, contingent upon receipts from the California State Controller's Office and the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the

Chairperson to sign, contingent upon all appropriate signatures being obtained.

15. **Probation** - Request Board approve the contract between the County of Inyo and Inyo County Office of Education for an Extended Day Program for the period of July 1, 2022 to June 30, 2023 in an amount not to exceed \$21,227.00, contingent upon receipts from the California State Controller's Office and the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
16. **Probation** - Request Board approve reimbursement using AB109 monies to Bishop Police Department in the amount of \$46,131.19 for the purchase of radios and equipment.
17. **Public Works** - Request Board approve the contract between the County of Inyo and Moore & Associates of Valencia, CA for the provision of three triennial performance audits for an amount not to exceed \$39,968.80 for the period of April 1, 2022 through August 31, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
18. **Public Works - Recycling & Waste Management** - Request Board consider approval of waiver of solid waste disposal and gate fees for the Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department event, April 30, 2022.
19. **Public Works - Road Department** - Request Board authorize a purchase order for an amount not to exceed \$ 30,681.83, payable to Valley Power Systems, Inc. of City of Industry, CA for one (1) new Atlas Copco portable air compressor.
20. **Sheriff** - Request Board approve Resolution No. 2022-13, titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application," and authorize the Chairperson to sign.

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

21. **County Administrator - Economic Development** - Request Board receive oral report from Inyo County Film Commissioner Chris Langley.
22. **Health & Human Services - Social Services** - Request Board approve a proclamation declaring Friday, April 22, 2022 as Children's Memorial Day in Inyo County.
23. **Clerk-Recorder** - Request Board: A) approve the new job description for Assistant to the Clerk Recorder at Range 70; and B) increase the Authorized Strength in the Clerk-Recorder/Elections Department by adding one (1) Assistant to the Clerk-Recorder position.
24. **Child Support Services** - Request Board increase the authorized strength in Child Support by adding one (1) Child Support Officer I - III, Range 057-064 (\$3,639 - \$5,211).
25. **Health & Human Services** - Request Board review and approve letters of support for Anthem and Health Net as managed Medi-Cal plan providers.

26. **Health & Human Services - Social Services** - Request Board change the Authorized Strength in Health and Human Services by adding two (2) Social Worker I, II, III or IV positions.
27. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of March 8, 2022 and March 15, 2022.

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

- 11 A.M.**
28. **Planning** - Request Board: A) receive a presentation from staff on a Draft Outdoor Lighting Ordinance; B) conduct a public hearing on the proposed Draft Outdoor Lighting Ordinance adding Chapter 18.74 to the County Code and enact said ordinance; and C) certify that the provisions of the California Environmental Quality Act have been met.

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

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

BOARD MEMBERS AND STAFF REPORTS



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: April 5, 2022

FROM: County Counsel

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

RECOMMENDED ACTION:

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

SUMMARY/JUSTIFICATION:

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

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

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. AB 361 Public Meeting Recommendations

APPROVALS:

Darcy Ellis
John Vallejo

Created/Initiated - 3/24/2022
Final Approval - 3/24/2022



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

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

Marilyn Mann, Director
mmann@inyocounty.us

Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

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

Re: Continued Recommendation Re Social Distancing and Remote Meetings

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

This recommendation will remain in place until further notice.

Dr. James A. Richardson
Inyo County Health Officer



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Lucy Vincent

SUBJECT: Approval to pay for Inpatient Psychiatric Hospitalization

RECOMMENDED ACTION:

Request Board authorize payment of \$14,250 to Pacific Grove Hospital for the involuntary hospitalization of an Inyo County Medi-Cal beneficiary placed in the facility pursuant to Welfare and Institutions Code (WIC) Section 5150.

SUMMARY/JUSTIFICATION:

Inyo County HHS Behavioral Health, as the Specialty Mental Health Managed Care Plan, has the responsibility to pay for medically necessary in-patient psychiatric hospital stays for Inyo County Medi-Cal beneficiaries. This is the responsibility of the Mental Health Plan (MHP), regardless of whether the person is hospitalized by Inyo County personnel or whether we have a contract for these services with the hospital. These services are considered emergent and do not need prior approval. In the past, this type of hospitalization has been paid via a Treatment Authorization Request Form (TAR) which authorizes a partial offset to Realignment. Hospitalizations for certain stand-alone psychiatric facilities (Short Doyle hospitals) are now paid directly by the County of Responsibility. We respectfully request approval of payment to Pacific Grove Hospital for these services at the host county Medi-Cal rate, which is \$950 per day for adults.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Inyo County HHS Behavioral Health, as the Mental Health Plan, is fiscally responsible for payment. The alternative to refusing payment would be in breach of our contract with Department of Healthcare Services (DHCS) as the MHP.

OTHER AGENCY INVOLVEMENT:

DHCS, hospitals and agencies designated to place involuntary holds under WIC Section 5150.

FINANCING:

Realignment funds. This expense is budgeted under Behavioral Health (045200) in Support and Care (5508).

ATTACHMENTS:

APPROVALS:

Lucy Vincent	Created/Initiated - 3/2/2022
Darcy Ellis	Approved - 3/3/2022
Lucy Vincent	Approved - 3/3/2022
Kimball Pier	Approved - 3/9/2022
Marilyn Mann	Approved - 3/9/2022
Melissa Best-Baker	Approved - 3/25/2022
Amy Shepherd	Approved - 3/25/2022
Marilyn Mann	Final Approval - 3/25/2022



County of Inyo



Health & Human Services - ESAAA

CONSENT - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Marilyn Mann

SUBJECT: Approval of ESAAA FY2022-2023 Area Plan Update

RECOMMENDED ACTION:

Recommend Board: A) approve the Eastern Sierra Area Agency on Aging 2022-2023 Area Plan Update; B) set minimum percentages for the Supportive Services subcategory as recommended by the ESAAA Advisory Council at 50% for Access category-transportation, 10% for Legal services, and 5% for In-home services; and C) authorize the Chairperson and HHS Director to sign the required Transmittal Letter.

SUMMARY/JUSTIFICATION:

Each year the Eastern Sierra Area Agency on Aging (ESAAA) is required to conduct an update of the Four-Year Plan previously submitted. As part of the process, a review of the minimum percentages set for distribution of Supportive Services (~\$100,000.00 per year) funding is conducted to establish minimum percentage funding levels for Legal, Access, and In-home services. A public hearing was held on March 23, 2022 and the ESAAA Advisory Council reviewed the Area Plan Update (APU) prepared by the Department, as well as reviewed the minimum percentage levels. One member of the Advisory Council noted his gratitude for the available legal services and assisted transportation when, at the age of 86, he found himself going in and out of hospitals for a period of time. No other comments were noted in regards to the recommendation of the agency to maintain the existing percentage designations and priorities for service.

Following the close of the Public Hearing, the Advisory Council voted to recommend approval of the 2022-2023 APU, including maintaining the minimum percentage levels as established in the Area Plan. Both the Department and the ESAAA Advisory Council respectfully recommend your Board's approval of the attached APU for submittal to the California Department of Aging and authorize the Board Chairperson and the HHS Director to sign the transmittal letter.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Area Plan Update as presented and request modifications prior to approval for submission.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

No Fiscal Impact

ATTACHMENTS:

1. Draft Area Plan Update
2. Transmittal Letter for Signature

APPROVALS:

Marilyn Mann
Darcy Ellis
Marilyn Mann

Created/Initiated - 3/24/2022
Approved - 3/24/2022
Final Approval - 3/24/2022

**EASTERN SIERRA AREA AGENCY ON AGING
(ESAAA)
for
PLANNING & SERVICE AREA (PSA) 16**

2022-2023 AREA PLAN UPDATE

*Submitted by
The Eastern Sierra Area Agency on Aging Program
of the
Inyo County Health and Human Services Department
1360 North Main Street, Suite 201
Bishop, CA 93514
760 873-3305*

*Inyo County Board of Supervisors/ESAAA Governing Board Chairperson Dan Totheroh
ESAAA Advisory Council Chairperson Roger Rosche
ESAAA Director Marilyn Mann
mmann@inyocounty.us*

**EASTERN SIERRA AREA AGENCY ON AGING (ESAAA)
AREA PLAN UPDATE FOR 2022-2023**

AREA PLAN UPDATE (APU) CHECKLIST PSA 16

Check one: FY21-22 FY 22-23 FY 23-24

Use for APUs only

P Guidance Section	APU Components (To be attached to the APU)	Check if Included
	<i>Update/Submit A) through I) ANNUALLY:</i>	
n/a	Transmittal Letter- (requires <i>hard copy</i> with original ink signatures or official signature stamp- no photocopies)	<input checked="" type="checkbox"/>
n/a	B) APU- (submit entire APU electronically only)	<input checked="" type="checkbox"/>
2, 3, or 4	Estimate- of the number of lower income minority older individuals in the PSA for the coming year	<input checked="" type="checkbox"/>
7	D) Public Hearings- that will be conducted	<input checked="" type="checkbox"/>
n/a	E) Annual Budget	<input type="checkbox"/>
10	Service Unit Plan (SUP) Objectives and LTC Ombudsman Program Outcomes	<input checked="" type="checkbox"/>
18	G) Legal Assistance	<input checked="" type="checkbox"/>
	<i>Update/Submit the following only if there has been a CHANGE or the section was not included in the 2020-2024</i>	Mark Changed/Not Changed (C or N/C) C N/C
5	Minimum Percentage/Adequate Proportion	<input type="checkbox"/> <input checked="" type="checkbox"/>
5	Needs Assessment	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	AP Narrative Objectives:	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	System-Building and Administration	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	Title IIIB-Funded Programs	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	Title IIIB-Transportation	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	Title IIIB-Funded Program Development/Coordination (PD or C)	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	Title IIIC-1	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	Title IIIC-2	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	Title IIID	<input type="checkbox"/> <input checked="" type="checkbox"/>
20	Title IIIE-Family Caregiver Support Program	<input type="checkbox"/> <input checked="" type="checkbox"/>
9	HICAP Program	<input type="checkbox"/> <input checked="" type="checkbox"/>
12	Disaster Preparedness	<input checked="" type="checkbox"/> <input type="checkbox"/>
14	Notice of Intent-to Provide Direct Services	<input type="checkbox"/> <input checked="" type="checkbox"/>
15	Request for Approval-to Provide Direct Services	<input type="checkbox"/> <input checked="" type="checkbox"/>
16	Governing Board	<input checked="" type="checkbox"/> <input type="checkbox"/>
17	Advisory Council	<input checked="" type="checkbox"/> <input type="checkbox"/>
21	Organizational Chart(s)	<input checked="" type="checkbox"/> <input type="checkbox"/>

TRANSMITTAL LETTER

2020-2024 Four Year Area Plan/ Annual Update

Check one: FY 20-24 FY 21-22 FY 22-23 FY 23-24

AAA Name: Eastern Sierra Area Agency on Aging

PSA 16

This Area Plan is hereby submitted to the California Department of Aging for approval. The Governing Board and the Advisory Council have each had the opportunity to participate in the planning process and to review and comment on the Area Plan. The Governing Board, Advisory Council, and Area Agency Director actively support the planning and development of community-based systems of care and will ensure compliance with the assurances set forth in this Area Plan. The undersigned recognize the responsibility within each community to establish systems in order to address the care needs of older individuals and their family caregivers in this planning and service area.

1. Dan Totheroh
(Type Name)

Signature: Governing Board Chair ¹

Date

2. Roger Rasche
(Type Name)

Signature: Advisory Council Chair

Date

3. Marilyn Mann
(Type Name)

Signature: Area Agency Director

Date

¹ Original signatures or official signature stamps are required.

SECTION 1. MISSION STATEMENT

PSA 16

The guiding mission of Health and Human Services is **Strengthening Resilience & Well-Being in Our Community** and the mission of ESAAA is

“To provide leadership in addressing issues that relate to older Californians; to develop community-based systems of care that provide services which support independence within California’s interdependent society, and which protect the quality of life of older persons and persons with functional impairments; and to promote citizen involvement in the planning and delivery of services.”

Planning and Service Area (PSA) 16, which includes the Counties of Inyo and Mono, is located at the eastern edge of California, approximately midway between the northern and southern boundaries of the state. The two-county area is a long triangle of which Mono County forms the apex and Inyo County the base. The east side of the triangle comprises about 300 miles of the California-Nevada border. Kern, San Bernardino, Fresno, Tulare and Alpine Counties share borders on the north, south and west. Total area exceeds 13,000 square miles and the total year-round population is approximately 32,211 (2020 US Census), but visitors and second homeowners double this at certain times of the year. The total aging population, based on the 2022 CDA Population Demographic Projections, is approximately 10,917 individuals aged 60 and older, an increase from prior year projections of a little over 1200, with 33% seventy-five years or older. The majority of our aging population resides in Inyo County (~62% in general and ~64% of those 75 or older).

Resources are targeted based upon the Older Americans Act priority populations, looking not just at age distribution but also at issues of poverty, isolation, frailty, HIV status, and cultural/social isolation. These priority populations are distributed across the PSA with higher percentage of distribution in Inyo County. Close to 12% of our population is isolated geographically with 63% of those individuals residing in the Inyo County area. Approximately 1,214 individuals are eligible for Medi Cal, an increase from prior year projections, with approximately 900 considered low-income. The majority of low-income persons over the age of 60, approximately 74%, also reside in Inyo County. Our minority population consists primarily of Native American and LatinX community members. Our minority population comprises approximately 12% of our aging population or approximately 3,904, an increase from prior year projections, with approximately 54 non-English speakers, ~93% residing in Inyo County. The number of persons living with HIV in the PSA is less than 1% with the majority (~70%) residing in Inyo County (2019 Data from California Department of Public Health). Extrapolating demographic information such as the number of individuals ages 60 or older is suppressed as this could potentially provide identify markers.

Connecting services to our most geographically isolated residents can be challenging. The PSA's area can be divided into essentially two geographic regions. The Western portion includes the Sierra Nevada Mountain range, which, with its forest, lakes, streams, and ski slopes, plays a major role in the resources and economy of the area, attracting outdoors enthusiasts for hiking, backpacking, hang gliding, snow skiing, snowboarding, fishing, camping and hunting. The Eastern two-thirds of the area is made up essentially of desert basins and mountain ranges, featuring the Death Valley National Park. Emphasizing the contrasting topography of the area is the fact that the western edge of Inyo County contains Mt. Whitney, the highest peak in the United States outside of Alaska, while the eastern region includes Death Valley, in which is found the lowest point in the western hemisphere. Most of the population of the counties is located along US Highway 395 – in Inyo County's Owens Valley along the base of the Sierra Nevada Mountains, and in the mountain communities of Mono County. Small pockets of population also are found along Highway 6 in Mono County and, in Inyo County, east of the Death Valley National Park boundary.

This expansive geographic region of over 13,000 square miles, spread out over desert and mountain terrain, coupled with the dispersed and diverse population pockets, also provides significant constraints and challenges in the delivery of services and in the development of overarching systems for services.

As part of a county health and human services agency, ESAAA service delivery in Inyo County is carefully braided into other service delivery systems; such braided funding occurs also in Mono County service delivery systems, specifically including in both counties:

- those funded through Social Services such as In-Home Supportive Services and Adult

Protective Services

- those funded through Mental Health, including Mental Health Services Act

Direct services are provided by ESAAA staff in both Inyo and Mono Counties in all funded service categories, except for Elderly Nutrition Program services, Transportation, Assisted Transportation and Legal Assistance. A contract with the County of Mono allows Mono County employees to provide elderly nutrition, transportation and assisted transportation to Mono County elderly; those same services are provided in Inyo County as a direct service by ESAAA staff. A contract with California Indian Legal Services provides legal assistance in both Inyo and Mono Counties.

SECTION 3. DESCRIPTION OF THE AREA AGENCY ON AGING (AAA)

PSA 16

NA

SECTION 4. PLANNING PROCESS / ESTABLISHING PRIORITIES

NA

SECTION 5 - NEEDS ASSESSMENT

NA

SECTION 6. TARGETING

NA

SECTION 7. PUBLIC HEARINGS

At least one public hearing must be held each year of the four-year planning cycle. CCR Title 22, Article 3, Section 7302(a)(10) and Section 7308, Older Americans Act Reauthorization Act of 2016, Section 314(c)(1).

Fiscal Year	Date	Location	Number of Attendees	Presented in languages other than English?² Yes or No	Was hearing held at a Long-Term Care Facility?³ Yes or No
2020-2021	5/28/2020	Virtual due to COVID-19	17	No	No
2021-2022	3/24/2021	Via Zoom	17	No	No
2022-2023	3/23/2022	1360 North Main Street, Bishop, CA Virtual: Mammoth Civic Center, Mammoth Lakes, CA AND Lone Pine Senior Center, Lone Pine, CA	17	No	No
2023-2024					

The following must be discussed at each Public Hearing conducted during the planning cycle:

1. Summarize the outreach efforts used in seeking input into the Area Plan from institutionalized, homebound, and/or disabled older individuals.

Each facility has been provided iPads with Zoom access for use by residents for family access as well as to access other services. The LTC Ombudsman assisted in the coordination with our two LTC facilities to make virtual attendance available to interested residents through the use of the iPads. Additionally, the agency ensured that all home-delivered meal recipients and caregivers received information on how to access the meeting virtually.

2. Were proposed expenditures for Program Development (PD) or Coordination (C) discussed?

- Yes. Go to question #3
- Not applicable, PD and/or C funds are not used. Go to question #4

3. Summarize the comments received concerning proposed expenditures for PD and/or C

Not Applicable

- Attendees were provided the opportunity to testify regarding setting minimum percentages of Title III B program funds to meet the adequate proportion of funding for Priority Services

Yes. Go to question #5

No, Explain:

- Summarize the comments received concerning minimum percentages of Title IIIB funds to meet the adequate proportion of funding for priority services.

The following is staff recommendation:

The minimum percentages set during the four-year planning process were reviewed at the public hearing held on March 23, 2022. Discussion regarding the current percentages set for Transportation/Assisted Transportation, In-home Services and Legal services resulted in the Advisory Council acting to recommend maintaining the current minimum percentages as set during the Area Planning process.

- List any other issues discussed or raised at the public hearing.

An Advisory Council member shared that he had never been in the hospital until the age of 86 when he was in and out of hospitals locally and out of the area for several months. In addition to friends and neighbors, he was able to access ESAAA services, including assisted transportation and legal services, both of which were helpful and he was happy to have access to the resources.

- Note any changes to the Area Plan which were a result of input by attendees.

No changes to the Area Plan were recommended during the public hearing.

SECTION 8 - IDENTIFICATION OF PRIORITIES

PSA 16

Recommended by Staff

There is no anticipated change in priorities or services identified. The identified priorities were confirmed by the governing body following the public hearing.

SECTION 9 - AREA PLAN NARRATIVE GOALS AND OBJECTIVES

NA

**TITLE III/VIIA SERVICE UNIT PLAN OBJECTIVES
CCR Article 3, Section 7300(d)**

The Service Unit Plan (SUP) uses the National Aging Program Information System (NAPIS) Categories and units of service. They are defined in the NAPIS State Program Report (SPR).

For services not defined in NAPIS, refer to the [Service Categories and Data Dictionary](#).

1. Report the units of service to be provided with **ALL funding sources**. Related funding is reported in the annual Area Plan Budget (CDA 122) for Titles IIIB, IIIC-1, IIIC-2, IIID, and VIIA. Only report services provided; others may be deleted.

1. Personal Care (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

2. Homemaker (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

3. Chore (In-Home)**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

4. Home-Delivered Meal**Unit of Service = 1 meal**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	37,000	1	
2021-22	40,000	1	
2022-23	40,000	1	
2023-24	-0-	-0-	

5. Adult Day/ Health Care (In-Home)**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

6. Case Management (Access)**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

7. Assisted Transportation (Access)**Unit of Service = 1 one-way trip**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	150	1,2	
2021-22	100	1,2	
2022-23	100	1,2	
2023-24	-0-	-0-	

8. Congregate Meals**Unit of Service = 1 meal**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	20,000	1,2	
2021-22	15,000	1,2	
2022-23	15,000	1,2	
2023-24	-0-	-0-	

9. Nutrition Counseling**Unit of Service = 1 session per participant**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	10	1	
2021-22	10	1	
2022-23	10	1	
2023-24	-0-	-0-	

10. Transportation (Access)**Unit of Service = 1 one-way trip**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	8,500	1,2	
2021-22	8,500	1,2	
2022-23	8,500	1,2	
2023-24	-0-	-0-	

11. Legal Assistance**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	100	1,2	
2021-22	100	1,2	
2022-23	100	1,2	
2023-24	-0-	-0-	

12. Nutrition Education**Unit of Service = 1 session per participant**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	2,400	1	
2021-22	2,400	1	
2022-23	2,400	1	
2023-24	-0-	-0-	

13. Information and Assistance (Access)**Unit of Service = 1 contact**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	800	1,2,3	
2021-22	800	1,2,3	
2022-23	800	1,2,3	
2023-24	-0-	-0-	

14. Outreach (Access)**Unit of Service = 1 contact**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

2. NAPIS Service Category – “Other” Title III Services

- Each **Title IIIB** “Other” service must be an approved NAPIS Program service listed on the “Schedule of Supportive Services (III B)” page of the Area Plan Budget (CDA 122) and the CDA Service Categories and Data Dictionary.
- Identify **Title IIIB** services to be funded that were not reported in NAPIS categories. (Identify the specific activity under the Other Supportive Service Category on the “Units of Service” line when applicable.)

Title IIIB, Other Priority and Non-Priority Supportive Services

For all Title IIIB “Other” Supportive Services, use the appropriate Service Category name and Unit of Service (Unit Measure) listed in the CDA Service Categories and Data Dictionary.

- Other **Priority Supportive Services include:** Alzheimer’s Day Care, Comprehensive Assessment, Health, Mental Health, Public Information, Residential Repairs/Modifications, Respite Care, Telephone Reassurance, and Visiting
- Other **Non-Priority Supportive Services include:** Cash/Material Aid, Community Education, Disaster Preparedness Materials, Emergency Preparedness, Employment, Housing, Interpretation/Translation, Mobility Management, Peer Counseling, Personal Affairs Assistance, Personal/Home Security, Registry, Senior Center Activities, and Senior Center Staffing

All “Other” services must be listed separately. Duplicate the table below as needed.

Other Supportive Service Category

Unit of Service =1 contact

Telephone Reassurance (In-Home)

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers
2020-21	120	1	
2021-22	200	1	
2022-23	100	1	
2023-24	-0-	-0-	

3. Title IIID/Health Promotion—Evidence Based

- Provide the specific name of each proposed evidence-based program.

Unit of Service = 1 contact

Evidence-Based Program Name(s): Wellness Initiative for Senior Education (WISE)

Add additional lines if needed.

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (Required)
2020-21	25	1	1.9
2021-22	5	1	1.9
2022-23	25	1	1.9
2023-24	-0-	-0-	-0-

TITLE IIIB and Title VIIA:

LONG-TERM CARE (LTC) OMBUDSMAN PROGRAM OUTCOMES

2020–2024 Four-Year Planning Cycle

Each year during the four-year cycle, analysts from the Office of the State Long-Term Care Ombudsman (OSLTCO) will forward baseline numbers to the AAA from the prior fiscal year National Ombudsman Reporting System (NORS) data as entered into the Statewide Ombudsman Program database by the local LTC Ombudsman Program and reported by the OSTLCO in the State Annual Report to the Administration on Aging (AoA).

The AAA will establish targets each year in consultation with the local LTC Ombudsman Program Coordinator. Use the yearly baseline data as the benchmark for determining yearly targets. Refer to your local LTC Ombudsman Program’s last three years of AoA data for historical trends. Targets should be reasonable and attainable based on current program resources.

Complete all Measures and Targets for Outcomes 1-3;

Outcome 1. The problems and concerns of long-term care residents are solved through complaint resolution and other services of the Ombudsman Program. [OAA Section 712(a)(3),(5)]

Measures and Targets:

A. Complaint Resolution Rate (NORS Element CD-08) (Complaint Disposition). The average California complaint resolution rate for FY 2017-2018 was 73%.

1. FY 2018-2019 Baseline Resolution Rate: Number of complaints resolved <u>81</u> + number of partially resolved complaints <u>0</u> divided by the total number of complaints received <u>88</u> = Baseline Resolution Rate <u>92</u> % FY 2020-2021 Target Resolution Rate <u>90</u> %
2. FY 2019-2020 Baseline Resolution Rate: Number of complaints partially or fully resolved <u>95</u> divided by the total number of complaints received <u>101</u> = Baseline Resolution Rate <u>94</u> % FY 2021-2022 Target Resolution Rate <u>90</u> %
3. FY 2020 - 2021 Baseline Resolution Rate: Number of complaints partially or fully resolved <u>62</u> divided by the total number of complaints received <u>63</u> = Baseline Resolution Rate <u>98</u> % FY 2022-2023 Target Resolution Rate <u>90</u> %

<p>4. FY 2021-2022 Baseline Resolution Rate: Number of complaints partially or fully resolved _____ divided by the total number of complaints received _____ = Baseline Resolution Rate _____ % FY 2023-2024 Target Resolution Rate _____ %</p>
<p>Program Goals and Objective Numbers: <u>1</u></p>

B. Work with Resident Councils (NORS Elements S-64 and S-65)

<p>FY 2018-2019 Baseline: Number of Resident Council meetings attended <u>14</u> FY 2020-2021 Target: <u>15</u></p>
<p>FY 2019-2020 Baseline: Number of Resident Council meetings attended <u>7</u> FY 2021-2022 Target: <u>6</u></p>
<p>FY 2020-2021 Baseline: Number of Resident Council meetings attended <u>4</u> FY 2022-2023 Target: <u>4</u></p>
<p>FY 2021-2022 Baseline: Number of Resident Council meetings attended FY 2023-2024 Target: _____</p>
<p>Program Goals and Objective Numbers: <u>1</u></p>

C. Work with Family Councils (NORS Elements S-66 and S-67)

<p>FY 2018-2019 Baseline: Number of Family Council meetings attended <u>16</u> FY 2020- 2021 Target: <u>10</u></p>
<p>FY 2019-2020 Baseline: Number of Family Council meetings attended <u>32</u> FY 2021-2022 Target: <u>12</u></p>
<p>FY 2020-2021 Baseline: Number of Family Council meetings attended <u>31</u> FY 2022-2023 Target: <u>12</u></p>
<p>FY 2021-2022 Baseline: Number of Family Council meetings attended FY 2023-2024 Target:</p>
<p>Program Goals and Objective Numbers: <u>1</u></p>

D. Information and Assistance to Facility Staff (NORS Elements S-53 and S-54)

FY 2018-2019 Baseline: Number of Instances <u>31</u> FY 2020-2021 Target: <u>30</u>
FY 2019-2020 Baseline: Number of Instances <u>52</u> FY 2021-2022 Target: <u>30</u>
FY 2020-2021 Baseline: Number of Instances <u>43</u> FY 2022-2023 Target: <u>30</u>
FY 2021-2022 Baseline: Number of Instances FY 2023-2024 Target:
Program Goals and Objective Numbers: <u>1</u>

E. Information and Assistance to Individuals (NORS Element S-55)

FY 2018-2019 Baseline: Number of Instances <u>89</u> FY 2020-2021 Target: <u>50</u>
FY 2019-2020 Baseline: Number of Instances <u>157</u> FY 2021-2022 Target: <u>50</u>
FY 2020-2021 Baseline: Number of Instances <u>95</u> FY 2022-2023 Target: <u>50</u>
FY 2021-2022 Baseline: Number of Instances FY 2023-2024 Target:
Program Goals and Objective Numbers: <u>1</u>

F. Community Education (NORS Element S-68)

FY 2018-2019 Baseline: Number of Sessions <u>13</u> FY 2020-2021 Target: <u>5</u>
FY 2019-2020 Baseline: Number of Sessions <u>6</u> FY 2021-2022 Target: <u>5</u>
FY 2020-2021 Baseline: Number of Sessions <u>2</u> FY 2022-2023 Target: <u>5</u>
FY 2021-2022 Baseline: Number of Sessions FY 2023-2024 Target:
Program Goals and Objective Numbers: <u>1</u>

G. Systems Advocacy (NORS Elements S-07, S-07.1)

FY 2020-2021
<p>FY 2020-2021 Systems Advocacy Effort(s): Recognizing that California’s older population is projected to grow, a new goal for the Ombudsman Program is to implement a public awareness campaign that focuses on the changing long-term care resident population and its needs. The Ombudsman program will adopt a strategy of working with other organizations, to further this goal and will conduct community and facility educational events.</p>
FY 2021-2022
<p>Outcome of FY 2020-2021 Efforts: With the COVID-19 Pandemic, the System Advocacy Effort for 2020-2021 was focused on the changing environment within Long-Term Care facilities and working with the facilities, family member, and the community to help meet the needs of the very isolated residents. The LTC Ombudsman was able to coordinate with facility staff and families to allow residents to connect via teleconferencing and other no-contact means.</p> <p>FY 2021-2022 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts) Due to COVID-19, the agency was not able to fully implement and complete the systems advocacy efforts from FY2020-2021. The agency will be focusing on the same systems advocacy efforts of: Recognizing that California’s older population is projected to grow, a new goal for the Ombudsman Program is to implement a public awareness campaign that focuses on the changing long-term care resident population and its needs. The Ombudsman program will adopt a strategy of working with other organizations, to further this goal and will conduct community and facility educational events.</p>
FY 2022-2023
<p>Outcome of FY 2021-2022 Efforts:</p> <p>FY 2022-2023 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts) The LTC Ombudsman program will work to foster participation in Family Councils and Resident Councils. Planning effort to include the development of education on the councils and their purpose, promotion of council meetings, and creating a quarterly newsletter to raise awareness around residents’ rights and person-centered care. The program will work to improve the skills of resident and family members in conducting council meetings to empower them to advocate for change in areas of concern. Ombudsman staff will provide information so councils can participate in legislative advocacy efforts related to LTC issues. The LTC Ombudsman program will organization an annual Inyo County Virtual Family Council meeting opportunity for the councils’ members to network with one another and share strategies, obstacles, success, and resources.</p>

FY 2023-2024
<p>Outcome of 2022-2023 Efforts:</p> <p>FY 2023-2024 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts)</p>

Outcome 2. Residents have regular access to an Ombudsman. [(Older Americans Act Reauthorization Act of 2016), Section 712(a)(3)(D), (5)(B)(ii)]

Measures and Targets:

A. Routine Access: Nursing Facilities (NORS Element S-58) Number of nursing facilities within the PSA that were visited by an Ombudsman representative at least once each quarter **not** in response to a complaint. NOTE: This is not a count of *visits* but a count of *facilities*. In determining the number of facilities visited for this measure, no nursing facility can be counted more than once.

<p>FY 2018-2019 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint <u>2</u> divided by the total number of Nursing Facilities <u>2</u> = Baseline <u>100</u> % FY 2020-2021 Target: <u>100</u>%</p>
<p>FY 2019-2020 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint <u>0</u> divided by the total number of Nursing Facilities <u>2</u> = Baseline <u>0</u> % FY 2021-2022 Target: <u>100</u>%</p>
<p>FY 2020-2021 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint <u>1</u> divided by the total number of Nursing Facilities <u>2</u> = Baseline <u>50</u> % FY 2022-2023 Target: <u>100</u>%</p>
<p>FY 2021-2022 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint _____ divided by the total number of Nursing Facilities = Baseline _____ % FY 2023-2024 Target: <u>%</u></p>
<p>Program Goals and Objective Numbers: <u>1</u> _____</p>

A. Routine access: Residential Care Communities (NORS Element S-61)

<p>FY 2018-2019 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>1</u> divided by the total number of RCFEs <u>1</u> = Baseline <u>100</u> % FY 2020-2021 Target: <u>100</u> %</p>
<p>FY 2019-2020 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>0</u> divided by the total number of RCFEs <u>1</u> = Baseline <u>0</u> % FY 2021-2022 Target: <u>100</u> %</p>
<p>FY 2020-2021 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>0</u> divided by the total number of RCFEs <u>0</u> = Baseline <u>0</u> % FY 2022-2023 Target: <u>%</u></p>
<p>FY 2021-2022 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint _____ divided by the total number of RCFEs _____ = Baseline _____ % FY 2023-2024 Target: <u>%</u></p>
<p>Program Goals and Objective Numbers: <u>1</u> _____</p>

B. Number of Full-Time Equivalent (FTE) Staff (NORS Element S-23)

<p>FY 2018-2019 Baseline: <u>1.39</u> FTEs FY 2020-2021 Target: <u>1.39</u> FTEs</p>
<p>FY 2019-2020 Baseline: <u>1.39</u> FTEs FY 2021-2022 Target: <u>1.39</u> FTEs</p>
<p>FY 2020-2021 Baseline: <u>1.62</u> FTEs FY 2022-2023 Target: <u>1.62</u> FTEs</p>
<p>FY 2021-2022 Baseline: _____ FTEs FY 2023-2024 Target: FTEs</p>
<p>Program Goals and Objective Numbers: <u>1</u> _____</p>

C. Number of Certified LTC Ombudsman Volunteers (NORS Element S-24)

FY 2018-2019 Baseline: Number of certified LTC Ombudsman volunteers <u>1</u> FY 2020-2021 Projected Number of certified LTC Ombudsman volunteers <u>2</u>
FY 2019-2020 Baseline: Number of certified LTC Ombudsman volunteers <u>2</u> FY 2021-2022 Projected Number of certified LTC Ombudsman volunteers <u>2</u>
FY 2020-2021 Baseline: Number of certified LTC Ombudsman volunteers <u>1</u> FY 2022-2023 Projected Number of certified LTC Ombudsman volunteers <u>1</u>
FY 2021-2022 Baseline: Number of certified LTC Ombudsman volunteers FY 2023-2024 Projected Number of certified LTC Ombudsman volunteers
Program Goals and Objective Numbers: <u>1</u>

Outcome 3. Ombudsman representatives accurately and consistently report data about their complaints and other program activities in a timely manner. [Older Americans Act Reauthorization Act of 2016, Section 712(c)]

Measures and Targets:

In the box below, in narrative format, describe one or more specific efforts your program will undertake in the upcoming year to increase the accuracy, consistency, and timeliness of your National Ombudsman Reporting System (NORS) data reporting.

Some examples could include:

- Hiring additional staff to enter data
- Updating computer equipment to make data entry easier
- Initiating a case review process to ensure case entry is completed in a timely manner

The LTC Ombudsman program will:

- 1.) Enter data into ODIN in a timely manner, to ensure data is complete for each quarter.
- 2.) Regularly attend NORS Consistency training opportunities provided by the OSLTCO and online courses provided by the National Long-Term Care Ombudsman Resource Center (NORC)
- 3.) Ensure all new volunteers are training and attend the same system trainings that staff are attending.
- 4.) Allow staff and volunteers to have “protected” time to ensure data entry is not interrupted.

**TITLE VIIA ELDER ABUSE PREVENTION
SERVICE UNIT PLAN OBJECTIVES**

The program conducting the Title VIIA Elder Abuse Prevention work is:

X	Ombudsman Program
<input type="checkbox"/>	Legal Services Provider
<input type="checkbox"/>	Adult Protective Services
<input type="checkbox"/>	Other (explain/list)

Units of Service: AAA must complete at least one category from the Units of Service below.

TITLE VIIA ELDER ABUSE PREVENTION SERVICE UNIT PLAN OBJECTIVES

The agency receiving Title VIIA Elder Abuse Prevention funding is: Inyo County Health and Human Services – Eastern Sierra Area Agency on Aging (ESAAA)

Fiscal Year	Total # of Public Education Sessions
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Training Sessions for Professionals
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Training Sessions for Caregivers served by Title III E
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Hours Spent Developing a Coordinated System
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Copies of Educational Materials to be Distributed	Description of Educational Materials
2020-2021	5000	Annual Newspaper Publication of “Everyone can do Something to Prevent Elder Abuse” advertisement.
2021-2022	5000	Annual Newspaper Publication of “Everyone can do Something to Prevent Elder Abuse” advertisement.
2022-2023	5000	Annual Newspaper Publication of “Everyone can do Something to Prevent Elder Abuse” advertisement.
2023-2024		

Fiscal Year	Total Number of Individuals Served
2020-2021	5000
2021-2022	5000
2022-2023	5000
2023-2024	-0-

TITLE III E SERVICE UNIT PLAN OBJECTIVES

PSA 16

CCR Article 3, Section 7300(d) 2020-

2024 Four-Year Planning Period

This Service Unit Plan (SUP) uses the five broad federally mandated service categories. Refer to the [CDA Service Categories and Data Dictionary](#) for eligible activities and service unit measures. Specify proposed audience size or units of service for ALL budgeted funds.

Direct and/or Contracted III E Services

CATEGORIES	1	2	3
Family Caregiver Services	<i>Proposed Units of Service</i>	<i>Required Goal #(s)</i>	<i>Optional Objective #(s)</i>
Caregivers of Older Adults			
Information Services	# of activities and Total est. audience for above		
2020-2021	# of activities: -0- Total est. audience for above:		
2021-2022	# of activities:-0- Total est. audience for above:		
2022-2023	# of activities:-0- Total est. audience for above:		
2023-2024	# of activities:-0- Total est. audience for above:		
Access Assistance	Total contacts		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		

Access Assistance	Total contacts		
Support Services	Total hours		
2020-2021	15	1	
2021-2022	15	1	
2022-2023	15	1	
2023-2024	-0-	-0-	
Respite Care	Total hours		
2020-2021	100	1	
2021-2022	100	1	
2022-2023	100	1	
2023-2024	-0-	-0-	
Supplemental Services	Total occurrences		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		

Direct and/or Contracted IIE Services

Older Elderly Relative	<i>Proposed</i> Units of Service	<i>Required</i> Goal #(s)	<i>Optional</i> Objective #(s)
Information Services	# of activities and Total est. audience for above		
2020-2021	# of activities:-0- Total est. audience for above:		
2021-2022	# of activities:-0- Total est. audience for above:		
2022-2023	# of activities:-0- Total est. audience for above:		
2023-2024	# of activities:-0- Total est. audience for above:		

Older Elderly Relative	<i>Proposed</i> Units of Service	<i>Required</i> Goal #(s)	<i>Optional</i> Objective #(s)
Access Assistance	Total contacts		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		
Support Services	Total hours		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		
Respite Care	Total hours		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		
Supplemental Services	Total occurrences		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		

PSA 16

HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) SERVICE UNIT PLAN CCR Article 3, Section 7300(d)

MULTIPLE PSA HICAPs: If you are a part of a multiple-PSA HICAP where two or more AAAs enter into an agreement with one “Managing AAA,” to deliver HICAP services on their behalf to eligible persons in their AAA, then each AAA is responsible for providing HICAP services in the covered PSAs in a way that is agreed upon and equitable among the participating parties.

HICAP PAID LEGAL SERVICES: Complete this section if your Master Contract contains a provision for using HICAP funds to provide HICAP Legal Services.

STATE & FEDERAL PERFORMANCE TARGETS: The Administration for Community Living (ACL) establishes targets for the State Health Insurance Assistance Program (SHIP)/HICAP performance measures (PMs). ACL introduced revisions to the SHIP PMs in late 2016 in conjunction with the original funding announcement (ref HHS-2017-ACL-CIP-SAPG-0184) for implementation with the release of the Notice of Award (Grant No. 90SAPG0052-01-01 issued July 2017).

The new five federal PMs generally reflect the former seven PMs (PM 2.1 through PM 2.7), except for PM 2.7, (Total Counseling Hours), which was removed because it is already being captured under the *SHIP Annual Resource Report*. As a part of these changes, ACL eliminated the performance-based funding scoring methodology and replaced it with a Likert scale comparison model for setting National Performance Measure Targets that define the proportional penetration rates needed for improvements.

Using ACL’s approach, CDA HICAP provides State and Federal Performance Measures with goal-oriented targets for each AAA’s Planning and Service Area (PSA). One change to all PMs is the shift to county-level data. In general, the State and Federal Performance Measures include the following:

- PM 1.1 Clients Counseled ~ Number of finalized Intakes for clients/ beneficiaries that received HICAP services
- PM 1.2 Public and Media Events (PAM) ~ Number of completed PAM forms categorized as “interactive” events
- PM 2.1 Client Contacts ~ Percentage of one-on-one interactions with any Medicare beneficiaries
- PM 2.2 PAM Outreach Contacts ~ Percentage of persons reached through events categorized as “interactive”
- PM 2.3 Medicare Beneficiaries Under 65 ~ Percentage of one-on-one interactions with Medicare beneficiaries under the age of 65
- PM 2.4 Hard-to-Reach Contacts ~ Percentage of one-on-one interactions with “hard-to-reach” Medicare beneficiaries designated as:
 - PM 2.4a Low-income (LIS)
 - PM 2.4b Rural
 - PM 2.4c English Second Language (ESL)
- PM 2.5 Enrollment Contacts ~ Percentage of contacts with one or more qualifying enrollment topics discussed

AAA’s should demonstrate progress toward meeting or improving on the Performance requirements established by CDA and ACL as is displayed annually on the *HICAP State and Federal Performance Measures* tool located online at:

<https://www.aging.ca.gov/ProgramsProviders/AAA/Planning/>

For current and future planning, CDA requires each AAA ensure that HICAP service units and related federal *Annual Resource Report* data are documented and verified complete/ finalized in CDA’s Statewide HICAP Automated Reporting Program (SHARP) system per the existing contractual reporting requirements. HICAP Service Units do not need to be input in the Area Plan (with the exception of HICAP Paid Legal Services, where applicable).

HICAP Legal Services Units of Service (if applicable) ⁶

Fiscal Year (FY)	3.1 Estimated Number of Clients Represented Per FY (Unit of Service)	Goal Numbers
2020-2021	-0-	
2021-2022	-0-	
2022-2023	-0-	
2023-2024	-0-	
Fiscal Year (FY)	3.2 Estimated Number of Legal Representation Hours Per FY (Unit of Service)	Goal Numbers
2020-2021	-0-	
2021-2022	-0-	
2022-2023	-0-	
2023-2024	-0-	
Fiscal Year (FY)	3.3 Estimated Number of Program Consultation Hours Per FY (Unit of Service)	Goal Numbers
2020-2021	-0-	
2021-2022	-0-	
2022-2023	-0-	
2023-2024	-0-	

NOTE: PSA 16 DOES NOT PROVIDE HICAP SERVICES DIRECTLY – HICAP FUNDING IS ALLOCATED TO PSA 21 WHO CONTRACTS FOR HICAP SERVICES IN PSA 16 SERVICE AREA – PLEASE REFER TO THEIR AREA PLAN AND HICAP DOCUMENTS FOR ADDITIONAL INFORMATION.

1. ***Description of how the AAA coordinates its disaster preparedness plans and activities with local emergency response agencies, relief organizations, state and local governments, and other organizations responsible for emergency preparedness and response as required in OAA, Title III, Section 310.***

According to the 2010 “Disaster Assistance Handbook for Area Agencies on Aging” prepared by California Department of Aging, a local AAA must prepare for disasters and participate in disaster-assistance activities on behalf of older persons and persons with disabilities within their span of control.

Eastern Sierra Area Agency on Aging (ESAAA), as part of the local Inyo County Health and Human Services Department, coordinates disaster preparedness plans and activities with local Office of Emergency Services (OES) through the HHS/ESAAA Director. The Director historically receives early notification from the local OES Commander about disaster alerts, and begins the coordination with other local, state, and federal government organizations, as well as with local hospitals and private health care entities. Regularly updated telephone call trees, and annual staff trainings ensure activation of groups of HHS employees to provide: (1) access to the updated GPS database identifying the residential location of all functional access need elderly individuals in Inyo County, as well as their identified health care issues and needs; (2) evacuation and shelter care; (3) basic food and nutrition; (4) coordination with Red Cross and Salvation Army; (5) access to client databases and direct client records; and (6) medical/health care response.

As a two-county PSA, the Director also coordinates with the contracting agency in Mono County to ensure service delivery and other needs are addressed in the event of a disaster. The point person in Mono County is the Social Services

Director who, like the HHS/ESAAA Director, is charged with coordination with their OES during a disaster.

2. *Identify each of the local Office of Emergency Services (OES) contact person(s) within the PSA that the AAA will coordinate with in the event of a disaster.*

Name	Title	Telephone	E-Mail
Kathy Peterson	Mono County Social Services Director	Office: 760 924-1763 Cell: 760 937- 6518	kpeterson@mono.ca.gov
Leslie Chapman	Inyo County Administrative Officer	Office: 760 878-0377	lchapman@inyocounty.us

3. *Identify the Disaster Response Coordinator within the AAA.*

Name	Title	Telephone	E-Mail
Morningstar Willis-Wagoner	Program Manager	Office: 760 872-1394 Cell: (760) 937- 0062	mwagoner@inyocounty.us

4. **List critical services the AAA will continue to provide after a disaster and describe how these services will be delivered.**

Critical Services	How Delivered?
<p>a. Outreach to frail, vulnerable older adults for well-being checks, identified through GPS database and California Aging Reporting System (CARS) database, Adult Protective Services and In-Home Supportive Services caseload information</p> <p>b. Provision of emergency shelters and/or heating/cooling centers</p> <p>c. Basic food and nutrition</p> <p>d. Access to critical medications, health services</p> <p>e. After-disaster follow-up assessment</p>	<p>a. By telephone and door-to-door, as determined by OES in consultation with AAA Disaster Response Coordinator</p> <p>b. Community-based shelters and centers will be available within close travel distances; assisted transportation will be provided, as needed.</p> <p>c. (1) Delivery of hot and/or frozen meals as capability allows, including shelf-ready (2) Access to disaster-related CalFresh services</p> <p>d. Via local OES-Red Cross vendor agreements for pharmaceuticals, oxygen/other health care apparatus and care</p> <p>e. Telephone and/or in-person welfare checks</p>

5. **List any agencies with which the AAA has formal emergency preparation or response agreements.**

ESAAA is part of local County government, and as such, is formally obligated to be part of the local government OES system, as is the contracting agency in Mono County. As part of the HHS Department:

- Red Cross-Los Angeles chapter
- Inland Counties Emergency Medical Services Authority (ICEMA)
- CalFresh (Food Stamps) agreement between Inyo and Mono Counties

6. ***Describe how the AAA will identify vulnerable populations, and follow-up with these vulnerable populations after a disaster event.***

Identification of vulnerable populations will be conducted in Inyo County through a GPS-linked database showing residential locations of all individuals with access and functional needs. Also available in both Inyo and Mono Counties are client records and the CARS database, as well as IHSS data systems.

County law enforcement agencies in both counties typically send personnel door-to-door for well-being checks of those individuals identified in the GPS database and for those identified by staff accessing the CARS database or other proprietary databases. Telephone and door-to-door follow-up also is provided by a range of County employees, in consultation with AAA Disaster Response Coordinator, to identify needs and request services.

**GOVERNING BOARD MEMBERSHIP
2020-2024 Four-Year Area Plan Cycle**

CCR Article 3, Section 7302(a)(11)

Total Number of Board Members: 5

Name and Title of Officers:	Office Term Expires:
Dan Totheroh, Chairperson	December 31, 2022
Jennifer Roeser, Vice Chairperson	December 31, 2024

Name and Title of All Members:	Board Term Expires:
Matt Kingsley	December 31, 2024
Jeff Griffiths	December 31, 2024
Rick Pucci	December 31, 2022

**ADVISORY COUNCIL MEMBERSHIP
2020-2024 Four-Year Planning Cycle**

Older Americans Act Reauthorization Act of 2020 Section 306(a)(6)(D)
45 CFR, Section 1321.57
CCR Article 3, Section 7302(a)(12)

Total Council Membership (include vacancies) 9

Number of Council Members over age 60 8

	<u>% of PSA's 60+Population</u>	<u>% on Advisory Council</u>
Race/Ethnic Composition		
White	64%	89%
Hispanic	25%	0%
Black	1%	0%
Asian/Pacific Islander	2%	0%
Native American/Alaskan Native	8%	11%
Other (2 or more)	3%	0%

Office Term Expires:

Roger Rasche	December 2022
Sandy Lund	December 2022
Kelli Davis	December 2023
Rachel Lober	December 2022
Heidi Dougherty	December 2022
Dan Totheroh	December 2022
JoAnn Poncho	December 2023
Patti Hamic-Christensen	December 2023
Vacant	

Office Term Expires:

(no other members)	

--	--

Indicate which member(s) represent each of the “Other Representation” categories listed below.

	Yes	No	
Low Income Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roger Rasche
Disabled Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roger Rasche
Supportive Service Provider Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kelli Davis, Patti Hamic-Christensen
Health Care Provider Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kelli Davis, Teresa McFarland
Family Caregiver Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vacant
Local Elected Officials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dan Totheroh
Individuals with Leadership Experience in Private and Voluntary Sectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rachel Lober, Kelli Davis, JoAnn Poncho, Sandra Lund, Roger Rasche, Heidi Dougherty

Explain any "No" answer(s): This position is being recruited.

Briefly describe the local governing board’s process to appoint Advisory Council members:

Vacant positions are advertised in local media and includes targeted outreach to fill unfilled categories of representation, while also working to ensure appropriate geographical representation. Upon the closing of the recruitment, the appointment of Advisory Council members will be placed on the agenda for a public meeting of the Governing Board, at which time the Governing Board will appoint Advisory Council members for designated terms of office. All such meetings are publicly noticed in accordance with Brown Act requirements.

2020-2024 Four-Year Area Planning Cycle

This section must be completed and submitted annually. The Older Americans Act Reauthorization Act of 2020 designates legal assistance as a priority service under Title III B [42 USC §3026(a)(2)]¹².

CDA developed *California Statewide Guidelines for Legal Assistance* (Guidelines), which are to be used as best practices by CDA, AAAs and LSPs in the contracting and monitoring processes for legal services, and located at: https://aging.ca.gov/Providers_and_Partners/Legal_Services/#pp-gg

1. Based on your local needs assessment, what percentage of Title IIIB funding is allocated to Legal Services? **Discuss:** Needs identified during the needs assessment clustered in the largest numbers around isolation, transportation, assistance with activities of daily living, and having enough money to meet the basic needs of food, clothing and shelter. While legal services were not identified as one of the higher priorities, assistance with legal issues such as wills/trusts, evictions, and benefits was identified as a need. The minimum percentage identified during the area planning and subsequent updates is 10%. However, funding has been provided at a higher level than the minimum percentage.
2. Specific to Legal Services, has there been a change in your local needs in the past four years? If so, please identify the change (include whether the change affected the level of funding and the difference in funding levels in the past four years). **Yes/No, Discuss: No** There were minimal significant changes noted in local needs, although there has been a new focus on housing/eviction related issues and advanced health care directives as reported by the contractor, with the needs assessment priority still identifying legal assistance for matters such as contracts, wills, estate planning and related issues. The pandemic did result in some increased need as it relates to navigating legal issues related to housing and funds provided through relief funding were allocated in this manner. The base allocation, and subsequent one-time only funding, continued to be contracted at the 10% minimum percentage with an additional ~\$10,000 of supportive service funding.
3. Specific to Legal Services, does the AAA's contract/agreement with the Legal Services Provider(s) (LSPs) specify that the LSPs are expected to use the California Statewide Guidelines in the provision of OAA legal services? **Yes/No, Discuss: Yes** ESAAA contracts legal services in compliance with CDA requirements and ensures that the contractual agreement includes the expectation that the contractor will use California Statewide Guidelines in the provision of legal services.
4. Does the AAA collaborate with the Legal Services Provider(s) to jointly establish specific priority issues for legal services? If so, what are the top four (4) priority legal issues in your PSA? **Yes/No, Discuss: Yes** The top four legal issues include housing/eviction related issues, advanced health care directives, assistance with public funding access, and legal matters involving contracts, wills and estate planning.

5. Specific to Legal Services, does the AAA collaborate with the Legal Services Provider(s) to jointly identify the target population? **Yes/No, Discuss: Yes** The AAA and contractor communicate as needed to ensure that more isolated and target populations' legal needs are addressed through access. Sharing information as to types of calls and identifying any trends in types of calls or underserved populations/areas is communicated in order to better coordinate and plan.
6. Specific to Legal Services, what is the targeted senior population and mechanism for reaching targeted groups in your PSA? **Discuss:** The targeted aging population is low-income and disabled seniors. However, other target population factors such as language access, HIV, geographic isolation are also prioritized for service.
7. How many legal assistance service providers are in your PSA? **Complete table below.**

Fiscal Year	# of Legal Assistance Services Providers
2020-2021	1
2021-2022	1
2022-2023	1
2023-2024	<i>Leave Blank until 2023</i>

8. What methods of outreach are Legal Services Providers using? **Discuss:** Outreach methods include, but are not limited to, a combination of written materials provided at congregate meal sites and through home-delivered meals, mailings to family caregivers, and in-person and/or videoconference presentation at Senior Centers throughout the PSA.

² For Information related to Legal Services, contact Jeremy A. Avila at 916 419-7500 or Jeremy.Avila@aging.ca.gov

9. What geographic regions are covered by each provider? **Complete table below:**

Fiscal Year	Name of Provider	Geographic Region covered
2020-2021	California Indian Legal Services	Inyo and Mono Counties
2021-2022	California Indian Legal Services	Inyo and Mono Counties
2022-2023	California Indian Legal Services	Inyo and Mono Counties
2023-2024	<i>Leave Blank until 2023</i>	<i>Leave Blank until 2023</i>

10. Discuss how older adults access Legal Services in your PSA and whether they can receive assistance remotely (e.g., virtual legal clinics, phone, U.S. Mail, etc.). **Discuss:** Access is affected in person, by phone, through remote outreach, and virtual platforms.

11. Identify the major types of legal issues that are handled by the Title IIIB legal provider(s) in your PSA (please include new legal problem trends in your area). **Discuss:** As indicated above, assistance with evictions/rental issues, advanced health care directives, contracts/wills/estates, and assistance with accessing public aid. More recently, during the pandemic, there was an increase in need for eviction/rental related legal issues.

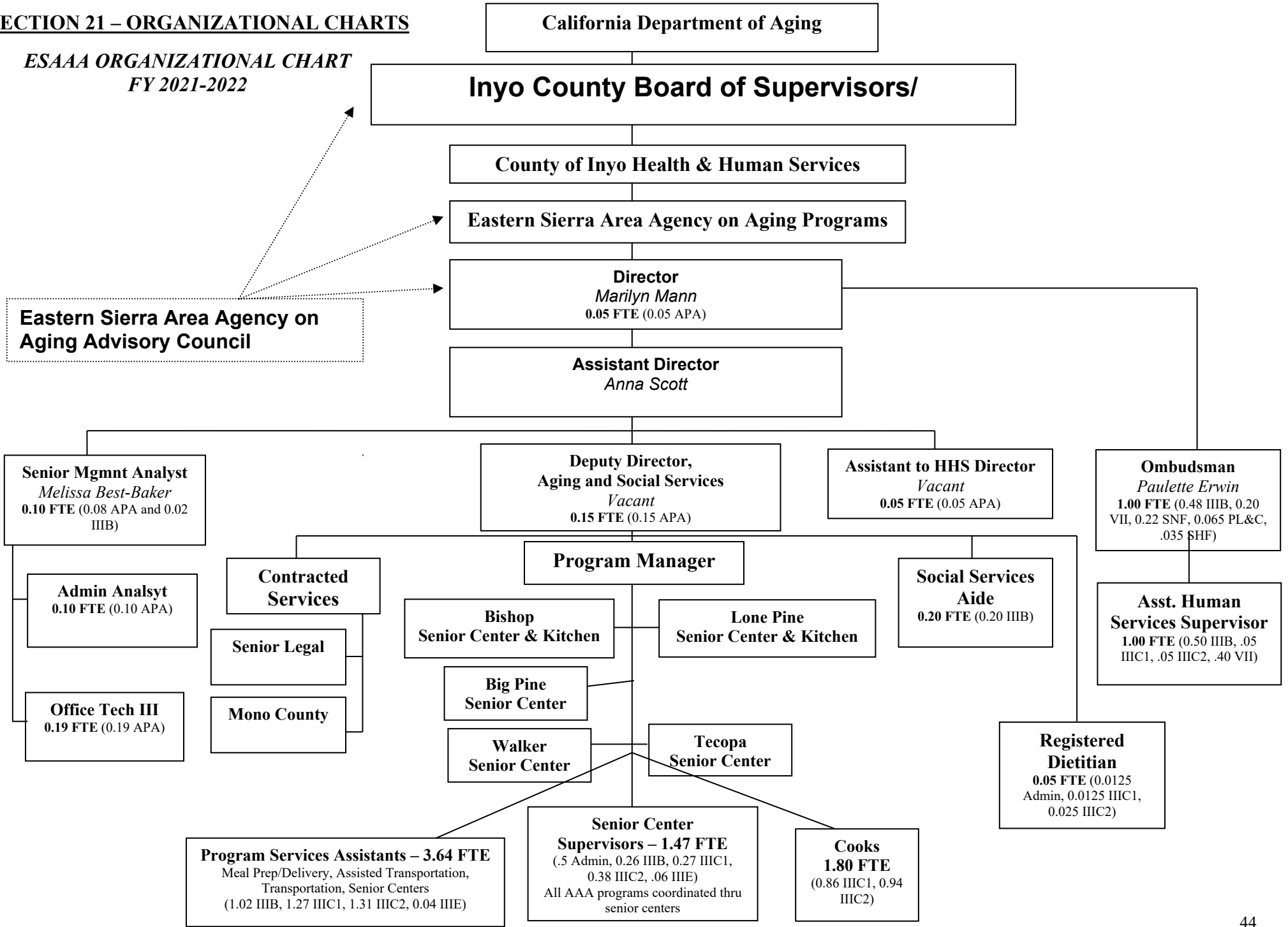
12. What are the barriers to accessing legal assistance in your PSA? Include proposed strategies for overcoming such barriers. **Discuss:** Barriers within the PSA include the expansive 13,000 + square miles of geography, which is sparsely populated and unreliable and/or unavailable internet/technology options. These two factors combine to make it difficult for private sector for-profit businesses or health care providers to sustain services in the PSA. Therefore, much of the specialty care and shopping requires extensive assistance with transportation out of the PSA and even within the PSA. The prioritization of supportive services dollars towards access to services results in less funding availability for legal assistance. However, to support maximizing the available funding to extend to these remote areas, virtual access has been made available at 5 of the 6 focal points, allowing eligible residents access to legal service resources.

13. What other organizations or groups does your legal service provider coordinate services with? **Discuss:** The provider coordinates services with other ESAAA programs, Social

Services programs in both counties, the LTC Ombudsman, and with the local bar to ensure a continuum of legal information/services throughout the PSA>

SECTION 21 – ORGANIZATIONAL CHARTS

**ESAAA ORGANIZATIONAL CHART
FY 2021-2022**



FY 21/22 Administrative (APA) FTE's is 1.12 = \$80,666 in Salaries and Benefits + \$31,068 in other costs (A-87, rent, etc.) for a total of 106,015, which is covered by the CDA Administrative Allocation of \$163,242 and match in the amount of \$54,507 cash.

TRANSMITTAL LETTER

2020-2024 Four Year Area Plan/ Annual Update

Check one: FY 20-24 FY 21-22 FY 22-23 FY 23-24

AAA Name: Eastern Sierra Area Agency on Aging

PSA 16

This Area Plan is hereby submitted to the California Department of Aging for approval. The Governing Board and the Advisory Council have each had the opportunity to participate in the planning process and to review and comment on the Area Plan. The Governing Board, Advisory Council, and Area Agency Director actively support the planning and development of community-based systems of care and will ensure compliance with the assurances set forth in this Area Plan. The undersigned recognize the responsibility within each community to establish systems in order to address the care needs of older individuals and their family caregivers in this planning and service area.

1. Dan Totheroh
(Type Name)

Signature: Governing Board Chair ¹

Date

2. Roger Rasche
(Type Name)

Roger Rasche
Signature: Advisory Council Chair

24 March 2022
Date

3. Marilyn Mann
(Type Name)

Signature: Area Agency Director

Date

¹ Original signatures or official signature stamps are required.



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Serena Johnson

SUBJECT: Appointment of an Alternate to First 5 Children and Families Commission

RECOMMENDED ACTION:

Request Board appoint Esther Hampton to an unexpired three-year term on the First 5 Commission for an alternate ending December 5, 2023.

SUMMARY/JUSTIFICATION:

One community alternate term on the First 5 Inyo County Children and Families Commission became vacant when that person was appointed as a regular commission member. Per Board policy, the vacancy was advertised in the newsletter and community members invited to apply.

One letter of interest was received by the application deadline from Esther Hampton, requesting to seek appointment as a community alternate First 5 Commission member. Esther will be a valuable addition to the First 5 Commission, bringing perspectives as a resident of South County, as an active Tribal member, in her professional career working with families through the Owens Valley Career Development Center and in her education pursuit of a degree in Early Childhood Development.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to appoint the applicant and re-open the recruitment for the First 5 Children and Families Commission. This could cause a delay in the Commission reaching a quorum and conducting regular business.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is no fiscal impact to the County associated with these appointments outside of the costs to advertise the vacancies in the newspaper of record.

ATTACHMENTS:

1. Esther Hampton Letter of Interest 2.22.22

APPROVALS:

Serena Johnson	Created/Initiated - 2/28/2022
Darcy Ellis	Approved - 2/28/2022
Serena Johnson	Approved - 2/28/2022
Marilyn Mann	Approved - 3/1/2022
John Vallejo	Approved - 3/1/2022
Marilyn Mann	Final Approval - 3/1/2022

Serena Johnson

From: Esther Hampton <ehampton@ovcdc.com>
Sent: Tuesday, February 22, 2022 3:07 PM
To: Darcy Ellis
Cc: Serena Johnson
Subject: First 5 Alternate Commissioner

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Manahüü Darcy!

I hope you are having a wonderful day. Below is my letter of intent for the First 5 Alternate Commissioner. Thank you.

I-nani-na(my name) is Esther Hampton and would like to be considered for the vacant position for the First 5 Alternate Commissioner. I reside on the beautiful Lone Pine Paiute-Shoshone reservation and am an active tribal community member and community member. I am employed with Owens Valley Career Development Center as a Site Project Coordinator which I facilitate many programs that involve the entire families and youth. I have always been active in my children's academic careers and advocate for the families who may not feel comfortable asking those detailed questions regarding their own child's education. I'm currently working with Tuniwa Nobí to facilitate little learners' virtual activities for families with children under the age of 6 or who are expecting. I am pursuing my degree in Early Childhood Development and currently hold a Child Development Associate Teacher Permit. I will be a valuable addition to the committee with my insight into being a Tribal Member, living in the county's southern end, and being an effective communicator. Thank you for your consideration.

Awasu niüü üü buni-wei,

Esther Hampton

Site Project Coordinator

Owens Valley Career Development Center

705 Goodwin Rd.

Lone Pine. CA 93545

☎ Office: (760) 876-4300 Ext.265

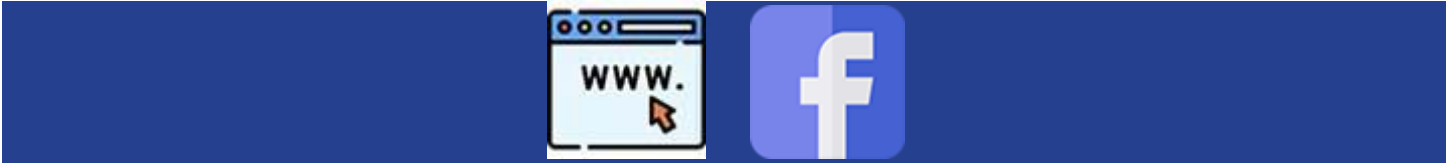
✉ ehampton@ovcdc.com



“Our lives begin to end the day we become silent about things that matter.” -Martin Luther King Jr.

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Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.





County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Cathreen Richards

SUBJECT: Amendment No. 2 to a Contract with Helix Environmental Planning for Professional Services

RECOMMENDED ACTION:

Request Board ratify and approve Amendment No. 2 between the County of Inyo and Helix Environmental Planning for the provision of professional services for the period of September 1, 2020 through December 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County entered into a contract with Helix Environmental Planning for the provision of planning services for a vacant lands study and zoning review to promote housing opportunities in the County. This work is being paid for by a SB2 affordable housing grant that includes evaluations required by the California Environmental Quality Act, in amount not to exceed \$151,500.

Staff is requesting that the term of contract be amended to end December 30, 2023 as additional funding from a separate grant is needed to complete this project and was delayed by the State Department of Housing and Community Development.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

This project is being funded by a SB2 Grant through the Department of Housing and Community Development.

ATTACHMENTS:

1. Helix Environmental Planning Contract Amendment 2
2. Helix Environmental Planning Contract Amendment 1, Original Contract

APPROVALS:

Cathreen Richards
Darcy Ellis
John Vallejo
Amy Shepherd
Cathreen Richards

Created/Initiated - 3/18/2022
Approved - 3/18/2022
Approved - 3/31/2022
Approved - 3/31/2022
Final Approval - 3/31/2022

**AMENDMENT NO. TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
HELIX ENVIRONMENTAL PLANNING, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Helix Environmental Planning, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated September 8, 2020 on County of Inyo Standard Contract No. 156 for the term from September 1, 2020 to February 28, 2022.

WHEREAS, on August 10, 2021 the County and Contractor consented to amend the Agreement at Attachment B, Exhibit A Scope of Work, Schedule and Budget Helix Labor to reflect the attached fee schedule.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 – TERM from September 1, 2020 to December 31, 2022.

AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
HELIX ENVIRONMENTAL PLANNING, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

COUNTY

CONTRACTOR

By: _____

By: Michael Schwerin
Michael Schwerin, CEO

Dated: _____

Dated: February 17, 2022

APPROVED AS TO FORM AND LEGALITY:

C. G. Moulton
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
HELIX ENVIRONMENTAL PLANNING, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Helix Environmental Planning, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated September 8, 2020 on County of Inyo Standard Contract No. 156 for the term from September 1, 2020 to February 28, 2022.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Attachment B, Exhibit A Scope of Work, Schedule and Budget, Helix Labor to reflect the attached fee schedule.

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
HELIX ENVIRONMENTAL PLANNING, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 10th DAY OF August, 2021.

COUNTY

CONTRACTOR

By: Jeff Griffiths

By: Paul Edgerton

Dated: 08-10-2021

Dated: July 16, 2021

APPROVED AS TO FORM AND LEGALITY:

Grace Church
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg
County Risk Manager

Helix Labor	
Labor Category	Labor Rate
Field archaeologist	\$100
Field biologist	\$105
Senior biologist	\$190
Senior GIS technician	\$160
Planner I	\$95
Planner II	\$125
Jr. Air Quality technician	\$120
Sr. Air Quality technician	\$195

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ \$151,500 (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ _____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will

coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit,

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

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

Consultant:	
<u>HELIX Environmental Planning, Inc.</u>	Name
<u>11 Natoma Street, Suite 155</u>	Address
<u>Folsom, CA 95630</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning, Inc.
FOR THE PROVISION OF Professional SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
16th DAY OF September, 2020.

COUNTY OF INYO

By: 
Signature
Matt Kingsley
Print or Type Name

Dated: 09-16-20

CONSULTANT

By: 
Signature
Michael Schwerin, CEO
Print or Type Name

Dated: July 22, 2020

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 HELIX Environmental Planning, Inc.**

FOR THE PROVISION OF Professional SERVICES

TERM:

FROM: September 1, 2020 **TO:** February 28, 2022

SCOPE OF WORK:

Please see Attachment: Scope of Work (SOW).

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning, Inc.
FOR THE PROVISION OF Professional SERVICES**

TERM:

FROM: September 1, 2020 **TO:** February 28, 2022

SCHEDULE OF FEES:

Inyo County will pay HELIX Environmental Planning, Inc., through a SB2 grant allocated by the California Department of Housing and Community Development (HCD) to complete the tasks at the rates specified, as identified in Exhibit A Scope of Work including the Schedule and Budget, and not to exceed \$151,500. The County will pay HELIX Environmental Planning, Inc. as the tasks specified in the SOW are completed to the satisfaction of Inyo County and the HCD. Invoicing from HELIX Environmental Planning Inc. will meet HCD's requirements as found in the SOW included in Agreement #19PGP-13356 (Attached).

The percentage of total payment shall not exceed the percentage of completed project at any time during the project duration. Final payment will be made when all work agreed to by HELIX Environmental Planning, Inc., as identified in the SOW, is completed to the satisfaction of Inyo County and HCD. Costs incurred for materials necessary to complete the tasks as stated in the SOW will be paid out of the \$151,500 total cost of the contracted work and only for tasks included in the SOW.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND HELIX Environmental Planning, Inc.

FOR THE PROVISION OF Professional SERVICES

TERM:

FROM: September 1, 2020

TO: February 28, 2022

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

HELIX Environmental Planning Inc. will be compensated only for expenses incurred while performing tasks specified in the Approved Scope of Work (Please see Exhibit A). Travel and Per Diem expenses will be paid out of the \$151,500 total cost of the contracted work and only tasks included in the SOW will be reimbursed.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning, Inc.
FOR THE PROVISION OF Professional SERVICES**

TERM:

FROM: September 1, 2020 TO: February 28, 2022

SEE ATTACHED INSURANCE PROVISIONS

Attachment - SOW

County of Inyo | Proposal to Prepare a Vacant Lands Inventory and Residential and Commercial Properties Review for Possible Rezoning to Encourage Affordable Housing

- **Reliable informational organization and a clear hierarchy to facilitate document understanding and review;**
- **A look, feel, and voice that convey the County's commitment to innovation, service, and transparency;**
- **A strong portrayal of visual information to communicate existing conditions/environmental setting concepts;**
- **Easy-to-understand tables and other visuals to increase the accessibility of complex modeling or resource-related information; and**
- **Consistent mapping gestures and colors to clarify spatial concepts.**

In order to ensure further document quality, the following steps will be conducted internally:

1. **Technical sections of the environmental document and technical studies are reviewed by the team's senior staff member associated with the topic for technical accuracy and completeness.**
2. **After technical sections and studies are approved by the team's senior staff member, they are reviewed by the project management team for accuracy in addressing the specifics of the project, meeting client expectations and compliance with the scope of work.**
3. **After project management team review, technical sections and studies are reviewed by the HELIX Principal-in-Charge, who reviews for adequacy associated with current CEQA case law and as a set of "clean eyes" since this individual is not directly working on the project.**
4. **Final review consists of our technical editor, who checks for consistency in use of terms, facts, references, grammar, spelling, and document format.**

1.3 Scope of Work

Task 1. Vacant Lands Inventory and Infill Development Opportunities Analysis

HELIX will support the County in analyzing geospatial and tabular data of vacant lands and under-utilized residential/commercial properties using County-derived GIS data to identify opportunities to promote increased residential density (and, ultimately, housing affordability). The inventory, primarily compiled by the County, will focus on vacant land parcels, including General Plan designated Open Space and potential commercial infill areas, primarily located along the U.S. Highway 395 corridor. Parameters of consideration will be determined in coordination with County staff but will likely include, but not be limited to: parcel size; adjacency to public transportation and other public services; current zoning and land use designation; infill opportunities located within commercial zones; and opportunities/constraints for accessory dwelling units (ADU) promotion. Once the parameters have been determined and the results derived, HELIX will create a geodatabase of the resulting properties/parcels/zones. This tabular and geospatial information will be compiled in a format suitable for presentation during the community engagement component, outlined below. HELIX has allocated approximately 42 hours of professional staff time in support of Task 1.

Deliverables: GIS analysis in shapefile format.

Task 2. Community Engagement Campaign and Notice of Preparation

Inyo County is home to a diverse public. Engaging the community about the proposed action will require an open and transparent process that provides room for disparate opinions and robust discussions between County staff (with support from HELIX) and local residents. Following the development of the vacant lands inventory and infill development opportunities (Task 1), HELIX will assist the County with conducting a

community engagement campaign to elicit feedback and comments from County residents concerning the proposed action. HELIX will staff and facilitate two (2) public outreach meetings (also to be identified as public scoping meetings under CEQA). Concurrent with the community engagement campaign will be preparation and release of a CEQA Notice of Preparation (NOP) document to be prepared per CEQA Guidelines Section 15082. The NOP will alert the Office of Planning and Research (OPR), public agencies, and other stakeholders that an EIR will be prepared. HELIX will distribute the required number of NOP copies to the OPR; the County shall be responsible for distribution of the same to local residents, as necessary.

In support of the community engagement campaign and the NOP, HELIX will:

- Present the vacant lands inventory and infill development opportunities analysis at two (2) public scoping meeting to engage a broad cross-section of the community. HELIX team participants will include Mr. Edgerton (facilitator) and Ms. Ownling (recorder).
- Prepare and submit a summary public scoping memo of public input.

HELIX will collect written and verbal comments during the public meetings and prepare a scoping report for County consideration and use during development of the CEQA document and GPA. The contributions made by community members will be essential to refining technical information gathered in the preliminary stages of the project. Stakeholder input gathered through facilitated public workshops will be seriously considered and directly integrated into the EIR Project Description during this iterative process. Upon completion of the public scoping meetings, the HELIX team will prepare a summary memorandum based on informal notes and feedback from the meetings for submission to the County. HELIX has allocated approximately 72 hours of staff time in support of Task 2.

Deliverables: Notice of Preparation; Agenda and Presentation Materials for Public Scoping Meetings; Public Scoping Meeting Summary Report (notes).

Task 3. Stand-Alone Technical Studies

HELIX's in-house technical experts in the following service areas shall conduct records searches, database searches, and/or pedestrian surveys upon vacant lands and commercial infill development areas (identified under Task 1) prior to or concurrent with CEQA document preparation. For environmental topic areas not specifically identified as a stand-alone technical study outlined below, HELIX assumes that qualitative assessment will be used as outlined in Task 4 (EIR).

Air Quality/Greenhouse Gas Emissions

HELIX will complete air quality and greenhouse gas (GHG) emissions technical analyses in accordance with the requirements of the County and CEQA. HELIX will coordinate with the County to develop a hypothetical (but conservative) construction and development scenario for the proposed project and then model the scenario to develop the analysis. The analysis will include combustion emissions related to heavy-duty equipment operations, fugitive emissions related to site preparation and earth-moving activities, and mobile source emissions related to worker and truck trips. We assume that cut estimates will be balanced on the project sites; export trips are not envisioned.

Emissions may be estimated using a combination of models to include the California Air Resources Board (CARB) EMFAC and OFFROAD emission inventory models and CalEEMod, along with project-specific information developed in coordination with the County. If the project-specific construction equipment and schedule are not available, a generalized schedule and equipment mix will be used based on the acreage and

dwelling unit count of the proposed project. Maximum daily criteria pollutant emissions will be evaluated and compared to the Great Basin Unified Air Pollution Control District (GBUAPCD) State Implementation Plan (2016). In the event that emissions exceed thresholds, mitigation measures will be identified to reduce impacts.

HELIX will also quantify operational emissions associated with average daily trips based upon proposed land use trip generation rates derived from the Institute of Transportation Engineers (ITE) manual, 9th Edition. Maximum daily and annual average criteria pollutant emissions will be evaluated and compared to the GBUAPCD State Implementation Plan. It is expected that a screening calculation will demonstrate that the proposed project would not cause severe congestion at major intersection(s) resulting in a local carbon monoxide (CO) "hotspot." No dispersion modeling is included in this scope for CO analysis.

The air quality analysis will include qualitative discussions of toxic air pollutant impacts from construction equipment diesel particulate emissions. HELIX will conduct a consistency analysis to determine if the proposed project conforms to the GBUAPCD's general conformity regulations.

HELIX will quantify, to the extent practicable, direct and indirect GHG emissions associated with project construction and operation. The analysis will follow the current CEQA Guidelines for addressing global climate change in CEQA documents and will address the CEQA significance thresholds outlined in the current CEQA Guidelines. The analysis will include quantification of GHG emissions, as well as an evaluation of potential global climate change impacts based on current GBUAPCD guidance.

Deliverables: Air Quality and GHG analyses in letter report format.

Biological Resources Evaluation

HELIX will prepare a Biological Resources Evaluation (BRE) to support CEQA documentation for the proposed project. Studies conducted in support of the BRE will consist of a desktop review, a general biological reconnaissance survey, a habitat assessment for potentially occurring sensitive species on the sites, and an analysis of potential impacts to biological resources, as well as proposed measures to reduce and/or avoid such impacts.

Literature Review, Database Search, and Field Preparation. HELIX will conduct a review of any existing pertinent information on biological resources (i.e., General Plan, CEQA documents for other projects in the vicinity, if available) and conduct an in-house database search for sensitive species known to occur within the property and vicinity. The in-house database search will include a query of the following agency lists of special-status species: U.S. Fish and Wildlife Service; California Natural Diversity Database; and the California Native Plant Society Rare Plant Database.

Vegetation Mapping and a General Botanical and Zoological Survey. HELIX will map vegetation and conduct a general botanical and zoological survey of the properties, including mapping the locations of sensitive species observed during the time of the survey (assumed to be spring 2020). Plant and animal species encountered on the sites will be identified to the taxonomic level possible at the time of the survey. The survey will include a habitat assessment for potentially occurring sensitive species but does not include protocol-level surveys for protected or candidate species should suitable habitat be present.

This task includes habitat level mapping of potential wetlands and other waters (i.e., drainages) on the sites for the purposes of CEQA analysis. A formal wetland delineation is not included. It is assumed that

potentially jurisdictional wetlands and other waters would be avoided by the proposed project and that a formal jurisdictional delineation would not be necessary to support CEQA analysis.

HELIX will prepare a BRE to describe the methods of the biological studies conducted (as described above), present the results of the literature review and fieldwork, provide mapping of biological habitats present on the properties, assess the potential for special-status species to occur on the properties or be impacted by the proposed project, identify regulatory issues related to the resources on the site, quantify acreages of special-status species or sensitive habitats on the property, quantify impacts to sensitive resources, and recommend avoidance and minimization measures and/or mitigation measures, if pertinent. This task assumes one round of minor revisions from the project team and analysis of one version of a site plan. Major or multiple revisions may require a contract augment.

Deliverables: Biological Resources Evaluation in letter report format.

Cultural Resources Evaluation

The proposed project requires a General Plan Amendment, which requires adherence to SB 18 tribal consultation. In addition, the proposed project is also subject to Assembly Bill (AB) 52 tribal consultation. Although these two consultation laws are similar in scope, they differ in practice and should be managed only by a qualified cultural resources practitioner. Consideration shall be given to Native American cultural resources to the full letter of the law, as outlined below.

Cultural Resources Record Search. HELIX will conduct a record's search at the Eastern Information Center (EIC) located at California State University, Riverside. The records search will include reviews of U.S. Geological Survey topographic maps where archaeological sites are mapped; Department of Parks and Recreation (DPR) archaeological site records; data from previous surveys and research reports; historic maps; the Historic Property Data File; the National Register of Historic Places; the California Register of Historic Resources; and listings of California Historical Landmarks and Points of Historical Interest. The records search will capture all documented cultural resources within 0.25-mile of the project parcels/properties. This proposal assumes that EIC fees will not exceed \$1,500.

Additionally, a letter will be sent to the Native American Heritage Commission (NAHC) requesting a search of their Sacred Lands File for Native American sites or resources that may be within or near the project parcels/properties. Using the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting additional information or concerns they may have about the proposed project. These letter requests are for informational purposes only and are not part of the AB 52 consultation process.

Cultural Resource Field Survey. HELIX archaeologists will conduct a preliminary pedestrian survey of the project area in order to characterize extant archaeological sites, artifacts, and/or structures more than 45 years old. The survey will consist of a pedestrian walk-over of areas where ground disturbance is proposed, including a suitable buffer, using standard 20-meter parallel transects.

HELIX assumes that no previously recorded or undocumented cultural resources will be encountered during the surveys. If cultural resources are identified within the project area, additional authorization may be required for field documentation and reporting.

Cultural Resources Inventory Report. A Cultural Resources Inventory Report, meeting the requirements of CEQA, will be prepared upon completion of the survey. The report will include brief historic and prehistoric background sections, the results of the records search and Native American outreach, cultural survey findings, and maps depicting the project area and all areas surveyed. The report will also include recommendations for further study, evaluation, or mitigation of any cultural resources that may be affected by the proposed project. The report will not address indirect impacts (e.g., visual impacts) to cultural resources located further than 0.25-mile from the project area.

Tribal Consultation Support. HELIX will assist in the administrative tasks associated with tribal notification, consultation, and documentation for SB 18 and AB 52 compliance. Working under the guidance and direction of County staff, HELIX will prepare tribal notification letters for transmittal by the County (on County letterhead) to the tribes; process formal tribal requests and scheduling for consultation with the County; coordinate with County staff during the various tribal notification periods; and compile the administrative record that documents SB 18 and AB 52 compliance. This proposal assumes that HELIX staff attendance at in-person consultation meetings with tribal or County representatives is unnecessary.

Deliverables: Cultural Resources Inventory Report in letter report format.

Noise Analysis

HELIX's acoustical specialists will access and review applicable local, state, and federal environmental regulations, including local noise ordinances, as part of a qualitative and quantitative assessment of noise impacts related to the project. HELIX will conduct a field inspection of the proposed project sites, document and photograph typical surrounding developments and land features, and measure current ambient traffic noise. HELIX will identify and consider applicable laws, ordinances, and regulations in advance of modeling the measured and future + project roadway transportation volumes to evaluate exterior transportation noise levels that would impact building façades and exterior-use areas. Modeling will use the Computer Aided Noise Abatement (CADNA) implementation of the Transportation Noise Model (TNM), version 2.5.

Off-site traffic noise impacts will be analyzed for the following conditions: Existing and Existing Plus Project. If the transportation noise levels exceed the Community Standards at proposed outdoor usable area(s), barrier locations and heights to obtain the required exterior use area noise levels may be recommended. Construction noise and vibration analysis will be provided qualitatively. HELIX will prepare a noise model of the planned new development, including project-derived noise sources. The results of the noise impact analysis will be presented in letter format.

Deliverables: Noise analysis in letter report format.

Geographic Information Systems

HELIX maintains a state-of-the-art GIS department that enables precision mapping for both project-specific and regional viewshed required by the proposed project. HELIX will employ a variety of software to provide cartographic and analytical output files in support of the EIR. HELIX will employ sub-meter accurate global positioning system (GPS) receivers to map cultural resources and sensitive biological resources present on the project parcels/sites. Data collection applications, such as Collector for ArcGIS, will be used to gather information in the field. The EIR will contain full color GIS shapefiles presenting geospatial information and analyses for consumption by EIR reviewers and decision-makers.

Deliverables: GIS shapefiles suitable for presentation/integration in the EIR.

Task 4. Environmental Impact Report

Administrative Draft Environmental Impact Report

The Administrative Draft Environmental Impact Report (ADEIR) will be a site-specific EIR that shall contain the requisite components of an EIR, including an Executive Summary, Introduction, and Project Description as outlined in the CEQA Guidelines Section 15168. The Project Description will discuss the goals and objectives and describe the major features of the project. In order to assure that the analysis accurately reflects all aspects of the proposed project, the HELIX team will work closely with the County in the early stages of the ADEIR.

Project Description

The EIR Project Description will be based on the information gathered during preparation of the vacant lands inventory and commercial infill development opportunities, as well as information generated during the community engagement campaign (Task 1). These data will be used to assist in development of the project's goals and objectives, as well as feed into development of the project alternatives. The Project Description will include a background section describing the goals of the SB 2 grant and the purpose of the proposed GPA.

Alternatives

After the Proposed Project has been defined, in consultation with County staff, we will consider feasible project alternatives. Alternatives would be based on County input, as well as stakeholder input (from Task 1) and will be developed based on the need to avoid or reduce the potentially significant impacts identified for the proposed project. We envision a total of three (3) alternatives, including the proposed project, the no project alternative, and an environmentally superior project alternative (assuming that the no project alternative would be identified as the environmentally superior alternative to the proposed project). Alternatives would be evaluated and presented in the EIR for public review and consideration by decision-makers. Note: if the environmentally superior project alternative were to be adopted by the County Board of Supervisors in lieu of the proposed project, no additional CEQA analysis would be required.

Cumulative Impact Analysis

An EIR must discuss cumulative impacts if the incremental effect of a project, combined with the effects of other projects is "cumulatively considerable." Such incremental effects are to be viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. Together, these projects comprise the cumulative scenario which forms the basis of the cumulative impact analysis. Both the severity of impacts and the likelihood of their occurrence are to be reflected in the discussion, but the discussion need not provide as great detail as is provided for the effects attributable to the project alone.

For this project, we recommend working with the County to develop a list of past, present, and probable residential and/or commercial development projects while also looking at the development trends identified in the County planning documents. Large projects that have recently undergone environmental review would provide a useful starting point to identify individual projects both in Inyo County and potentially in Nevada that would contribute to cumulative effects. Other planning documents, as made identified and made available to HELIX by the County, would also be considered in the cumulative effects analysis in so far as they may help define future land use patterns in the County. Each area of concern (e.g., agriculture,

land use, etc.) will be addressed in its own section and will contain the five major components: Introduction; Affected Environment (including Existing Conditions and Regulatory Framework); Thresholds and Methodology; Impact Analysis/Mitigation Measures; and Cumulative Impacts/Mitigation Measures. This scope anticipates the integration of all individual areas of concern directly into the EIR (rather than preparation of stand-alone technical reports).

The following individual environmental topic areas would be assessed qualitatively and/or quantitatively and discussed in the ADEIR per Appendix G of the State CEQA Guidelines:

- **Aesthetics/Visual Resources**: This section of the EIR will evaluate whether implementation of the project could result in significant alterations to viewsheds, visual character, and lighting and glare conditions of the County. This will consist of reviewing current County policies and code provisions. The extent of potential aesthetic impacts will be qualitatively described. We assume a less than significant impact assessment would be made and mitigation measures would be unwarranted.
- **Agricultural Resources**: This section of the EIR will evaluate whether implementation of the project could result in adverse impacts or loss of agricultural resources (temporary and permanent) in the County. This will consist of reviewing current County policies and code provisions that address these resources, as well as applicable state and federal provisions. The extent of potential resource loss will be identified, as well as the extent of potential conflict with agricultural operations based on consultation with the County and agricultural stakeholders. Mitigation measures will be identified should a significant impact be identified.
- **Air Quality/Greenhouse Gas Emissions**: See Task 3 for a detailed scope of work.
- **Biological Resources**: See Task 3 for a detailed scope of work.
- **Cultural Resources/Tribal Cultural Resources**: See Task 3 for a detailed scope of work.
- **Energy**: HELIX will quantify the estimated energy usage for the proposed development related to the project based upon the most conservative development scenario (i.e., maximum number of residential dwelling units and/or estimated square footage). This information will be used as basis for the GHG emissions estimate (outlined in Task 3), as well. Mitigation measures will be identified as necessary and feasible.
- **Geology and Soils/Mineral Resources**: The EIR will provide mapping and technical information on geologic and seismic stability of development sites, including readily-available information on soil conditions. This will also include identification of important mineral resource sites. We will review and identify applicable federal, state, and county policies and regulations regarding geologic resources. Mitigation measures will be identified, as necessary.
- **Hazards/Hazardous Materials**: The extent of the project parcels/sites that may result in or be exposed to hazards/hazardous materials will be a factor that will be addressed in the EIR. The EIR will identify and map both natural and man-made hazards (e.g., wildland fires, hazardous materials/contamination, airport overlay zones). We will review and identify applicable federal, state, and County policies and regulations. Mitigation measures will be identified, as required.
- **Hydrology and Water Quality**: The extent of the proposed project to impact surface water features and groundwater will be a factor that will be addressed in the EIR. The EIR will identify and map surface and groundwater resources of the County. We will consult with the County's Water Department and service providers regarding the condition of water resources, as well as current water quality and efforts to improve/protect water quality. This will include identification of land areas where groundwater resources are limited and additional demand may result in overdraft concerns. We will review and identify applicable federal, state, and County policies and regulations

- (e.g., Implementation of National Pollutant Discharge Elimination System permit requirements to protect water quality). Mitigation measures will be identified.
- **Land Use and Planning:** This section of the EIR will address whether the project and development of the identified parcels from Task 1 would result in conflicts with the County General Plan and associated plans that could result in physical impacts to the environment. An analysis of the current General Plan land use and zoning designations will be presented in the EIR in tabular fashion, juxtaposed against the proposed land use/zoning designation. HELIX will determine the potential impacts to land use and planning qualitatively in the EIR. We will review and identify current County policies and code provisions that address compatibility, as well as applicable state and federal provisions. Mitigation measures will be identified.
 - **Noise:** See Task 3 for a detailed scope of work.
 - **Population and Housing:** The primary purpose of the proposed project is to increase available housing stock and density in the County to provide more affordable housing to current and future residents. The project is expected to result in the potential development of approximately 120-160 dwelling units within and including up to 12 vacant parcels. It is envisioned that this modest increase in housing stock will not result in a significant change to population (or EIR impact) in the County.
 - **Public Services/Recreation/Utilities:** The EIR will also address potential public service and utility demands of the most conservative proposed development scenario (i.e., fire protection, law enforcement, water supply, etc.). We will coordinate with applicable service providers and the County to seek "will serve" letters for the proposed development. Potential conflicts with existing and planned recreation uses and activities will also be identified. Mitigation measures will be identified.
 - **Transportation:** HELIX will identify the average daily trips based upon proposed land use trip generation rates derived from the ITE manual, 9th Edition. As it is envisioned that the project will be circulated for public comment in summer 2020, the proposed project must also include a qualitative evaluation of Vehicle Miles Traveled (VMT). We will utilize the most recent traffic volume data from the County and Eastern Sierra Council of Governments (ESCOG) to describe current traffic conditions of the County and near the project parcels/sites. We will review and identify applicable County and ESCOG policies and regulations regarding traffic and identify any mitigation measures required to address potentially significant traffic impacts.
 - **Wildfire:** The EIR will consider and qualitatively evaluate the potential impact associated with wildfire from the potential placement of residential dwellings within the wildland/urban interface.

HELIX has allocated approximately 338 hours for preparation of the ADEIR. The County will review the ADEIR and submit one set of unified comments to HELIX. We will then prepare the public review Draft EIR (DEIR) suitable for public circulation (outlined below).

Draft Environmental Impact Report

HELIX will prepare and print the DEIR for public distribution and review after authorization from the County. In addition, draft Notices of Completion (NOC) and Availability (NOA) will be produced and submitted to the County for comment. After receiving a single round of comments from the County on the draft Notices, final Notices will be prepared. The NOC will be filed by HELIX with the State Clearinghouse; the County will file the NOC with the County Clerk. The County shall be responsible for publishing the NOA in the Inyo Register. The Draft EIR will be circulated via the State Clearinghouse using their electronic delivery system (cd-roms rather than paper hardcopies). HELIX has allocated approximately 148 hours of staff time for preparation of the Draft EIR.

Final Environmental Impact Report (Responses to Comments)

Upon closure of the 45-day public review period, HELIX will receive public comments from the State Clearinghouse (via the County) and prepare draft responses to the comments. It is envisioned that County staff (including County Counsel) will assist with response preparation. Upon completion of the responses to comments (drafted in matrix form), HELIX will prepare and submit the Administrative Final EIR (AFEIR) for County review. After review by the County and receipt of a single set of unified comments, the HELIX team will prepare the Final EIR (FEIR) for submittal to the County. The County shall be responsible for distribution of the FEIR, as necessary. The FEIR shall also consist of a Mitigation Monitoring and Reporting Program (MMRP). The County shall prepare Findings of Fact and Statement of Overriding Considerations (FOF/SOC), as needed, with minimal input from HELIX. The FOF will describe each significant impact anticipated to occur as a result of the proposed project and decide as to whether mitigation measures are available to reduce each significant impact to below a level of significance. In the event one or more significant impacts cannot be reduced to below a level of significance, a draft SOC – Identifying the social, economic, or other factors taken into consideration in the decision to approve the project despite unmitigated significant environmental impacts – would be necessary. HELIX can assist with preparation of the SOC (along with the FOF) with additional authorization from the County. HELIX will prepare a draft Notice of Determination (NOD) associated with, and the County's decision to approve, the County-generated GPA language and revised zoning ordinance.

HELIX will present the FEIR to the Planning Commission and Board of Supervisors. County staff will present the GPA and zoning ordinance language/policies. Assuming approval of the FEIR by the County, the General Plan will be updated by County staff accordingly. Note: HELIX has allocated approximately 80 hours of professional staff time for preparation of the AFEIR and FEIR. Hours necessary beyond this amount to complete responses to comments (AFEIR) and the FEIR may require additional authorization from the County.

Deliverables: Administrative Draft EIR; Draft EIR; Administrative Final EIR (Responses to Comments); Final EIR; MMRP; and NOC/NOA/NOD. All documents are to be prepared electronically and transmitted as Adobe Acrobat PDF. Hardcopies of any document outlined above may be made available with additional authorization of funds to cover printing costs.

Task 5. Team Meetings/Public Hearings

HELIX will participate in a project kick-off meeting via telephone and occasional (no more than monthly) planning and coordination meetings as requested by the County. As outlined in Task 2, HELIX will prepare for and staff two (2) community engagement meetings during the public scoping period. The community engagement meetings will be staffed by Robert Edgerton (facilitator) and Lesley Owing (recorder). Additionally, as outlined in Task 4, HELIX will staff two (2) meetings in support of the FEIR in front of the Planning Commission and/or Board of Supervisors. Mr. Edgerton will present the FEIR before the decision-makers. A simple PowerPoint presentation will be prepared in support of both the community engagement meetings and the decision-makers meetings. HELIX has allocated approximately 24 hours for attendance at the decision-makers meetings.

Deliverables: Meeting presentations in PowerPoint format.

1.4 Budget/Cost Summary

We have provided a detailed breakdown of labor hours/cost by task for each staff member of the HELIX team in *Appendix C*. Total project costs shall not exceed **\$151,500** without additional authorization by the County.

1.5 Assumptions

The following assumptions are a key component of our proposed scope of work and approach to the project:

- HELIX works on a time and materials (not-to-exceed) basis and has indicated the estimated number of hours allocated for each task in this scope of work. Preparation of deliverables listed under each task item requiring additional time may require additional authorization from the County.
- We assume that the County is seeking to identify the potential for approximately 120-160 additional dwelling units within and including up to 12 vacant land parcels suitable for rezoning.
- HELIX assumes that the County will take lead on developing and refining proposed General Plan Amendments and/or zoning ordinances. HELIX will coordinate with the County during initial preparation of the GPA and zoning ordinance and review same for consistency and integration purposes into the EIR.
- It is envisioned that the two (2) community engagement meetings shall be held in conjunction with the CEQA public scoping period during two consecutive nights (e.g., Tues-Wed) during the same week in Lone Pine and Bishop.
- This scope of work is exclusive of preparation of FOF/SOC, should significant and unavoidable project impacts be identified during preparation of the EIR.
- HELIX assumes that preparation of responses to comments (Task 4) are limited to no more than 40 substantial comments (requiring preparation of no more than 10 pages of tabular responses). Comments beyond this amount may require additional authorization by the County.
- Public comments shall not require HELIX to conduct additional database searches, records searches, or field investigations. Additional impact analysis is also envisioned as being unnecessary.
- HELIX team does not envision having a role in the administration of the County's SB 2 grant award; coordination with HCD is not included in this scope of work.
- HELIX will forego preparation of an Initial Study and conduct an analysis of each environmental factor identified in CEQA Guidelines Appendix G directly in the EIR.
- Preparation of the proposed GPA and/or zoning updates shall be undertaken primarily by the County. HELIX will provide a technical review of proposed language as requested.
- It is envisioned that the proposed project would not trigger the requirement or need of a Water Supply Assessment to quantify potential impact to ground and/or surface water sources.
- Visual simulations or architectural renderings of proposed project developments are not included.
- HELIX will coordinate with County staff to determine the qualitative approach to the VMT analysis as our firm does not have in-house traffic engineering capabilities.

2. Schedule

The project team is committed to complete the project in the time frame provided in the Request for Proposals (RFP). The proposed project schedule (*Table 1* below) anticipates consultant selection and

contract negotiation in late January 2020, consultant team project initiation/Notice to Proceed provided in February 2020, and project completion in December 2020. We have incorporated the County's schedule outlined in the RFP, with modifications to accommodate starting Task 1 in February 2020 rather than November 2019 (a three-month lag). We anticipate confirmation of dates with County staff during contract negotiation.

Table 1. EIR Schedule

Task #	Task Name	Product(s)	Due Date (2020)
1	Vacant Lands Inventory and Infill Development Opportunities Analysis	Geospatial database (HELIX)	February 28
		General Plan Amendment and zoning ordinance language (County)	March 6
2	Community Engagement Campaign and Notice of Preparation	Notice of Preparation	March 13 - April 10
		Public meetings in Lone Pine and Bishop	March 9 - 13
		Summary public meeting report	March 20
3	Stand-Alone Technical Studies	Air Quality/Greenhouse Gas Emissions	April 15
		Biological Resources	May 15
		Cultural/Tribal Cultural Resources	May 15
		SB 18/AB 52 Consultation Support	April-July
		Noise	April 15
		GIS	April-July
4	Environmental Impact Report	Administrative Draft EIR	June 1
		Notice of Completion	June 21
		Notice of Availability	June 21
		Draft EIR	July 1 - August 15
		Administrative Final EIR (Response to Comments)	September 1
		Final EIR	September 15
		MMRP	September 15
		Notice of Determination	December 31
5	Team Meetings/Public Hearings	Team Meetings	Monthly
		Planning Commission hearing	November-December
		Board of Supervisors hearing	November-December

3. Staffing

HELIX's environmental planning staff members have expertise in the preparation of CEQA compliance documents for a broad range of public and private development projects. HELIX staff have worked extensively for public agencies throughout California, and specifically in Inyo County since 2013. Many of our team members should be familiar to County staff having worked on several projects on behalf of the County over the years. Our staff have the technical knowledge and local experience to help guide the County through the community engagement, land use planning, and EIR processes. A Project Team Organization Chart is presented in *Appendix A*, and below is a summary of our approach to organization and staffing.

Staff assigned to the project are highly qualified and have proven experience in the land development sector, land use planning, zoning, and environmental analysis. The organization chart (*Appendix A*), identifies our entire Project Team in relationship to the County. Resumes for each key staff person are included in

Appendix B of this proposal. Each person’s responsibilities/areas of expertise are summarized in **Table 2** below.

Table 2. Key Staff Responsibilities/Expertise

Key Personnel/Title	Responsibilities
Robert Edgerton, AICP CEP, Project Manager/Principal Planner	Primary County Point-of-Contact and EIR Lead
David Claycomb, AICP, Principal-in-Charge, QA/QC	Oversight and Quality Assurance/Quality Control
Lesley Owing, Environmental Planner	CEQA Preparer (Environmental Planning)
Daniel Van Essen, Environmental Planner	CEQA Preparer (Environmental Planning)
Tim Belzman, Senior Visual Resources Specialist and Land Use Planner	CEQA Preparer (Aesthetics/Visual Resources and Land Use Planning)
Stephen Stringer, Principal Biologist	CEQA Preparer (Biological Resources)
Clarus Backes, RPA, Senior Archaeologist	CEQA Preparer (Cultural Resources)
Joanne Dramko, AICP, Principal Planner and Senior Technical Specialist	CEQA Preparer (Air Quality/GHG and Acoustics/Noise)
Victor Ortiz, Senior Air Quality/Greenhouse Gas Emissions Specialist	CEQA Preparer (Air Quality/GHG)
Charles Terry, Principal Acoustician	CEQA Preparer (Acoustics/Noise)
John DeMartino, Senior GIS Specialist	GIS

4. Qualifications

HELIX’s Environmental Planning Group staff will provide the lead contact with the County for the contract and has extensive experience preparing the full range of environmental documents pursuant to CEQA. The group has completed more than 1,000 environmental documents in compliance with CEQA for many types of projects, including:

- Development of residential subdivisions and their associated utility infrastructure
- Mixed-use developments
- Industrial and office developments
- General, Community, and Specific Plans (and amendments thereto)
- Institutional facilities such as universities, schools, churches, and correctional facilities
- Shopping centers and other commercial developments
- Hotels
- Hospitals and medical office facilities
- Fire stations, parks, and other public transit facilities
- Roads, bridges, and highway transportation projects

Included in this section are project descriptions and references for recent HELIX projects relevant to the type of work that will be required to prepare and efficiently manage the EIR and technical studies for the proposed project. We invite the County to contact any of our references to confirm our team’s qualifications

Inyo County Vacant Lands Inventory EIR Cost Estimate

HELIX LABOR	Rate	Task 1 Vacant Lands/Infill Inventory Analysis		Task 2 NOP and Public Scoping		Task 3 Tech Studies		Task 4.1 ADEIR		Task 4.2 Draft EIR		Task 4.3 RTC/Final EIR		Task 5 PC/BOS Meetings (2)		TOTAL	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Title																	
Principal	\$230		\$0		\$0		\$0	8	\$1,840	8	\$1,840	4	\$920		\$0	20	\$4,600
Principal	\$220		\$0		\$0	4	\$880		\$0	4	\$880		\$0		8	\$1,760	
Principal Planner	\$220	10	\$2,200	32	\$7,040	16	\$3,520	40	\$8,800	24	\$5,280	16	\$3,520	24	\$5,280	102	\$35,640
Principal Planner	\$195		\$0		\$0		\$0	40	\$7,800	16	\$3,120	4	\$780		\$0	80	\$11,700
Principal Acoustician	\$300		\$0		\$0	8	\$1,600		\$0	4	\$800		\$0		12	\$2,400	
Senior Planner/GIS	\$130	24	\$3,120	40	\$5,200	16	\$2,080	120	\$16,900	40	\$5,200	36	\$4,680		\$0	286	\$37,180
Engr. Project Manager	\$120		\$0		\$0	24	\$2,880		\$0		\$0		\$0		\$0	24	\$2,880
Sr. AO Specialist	\$185		\$0		\$0	32	\$5,280		\$0		\$0	4	\$660		\$0	36	\$5,940
Environmental Planner I	\$95		\$0		\$0		\$0	80	\$7,600	40	\$3,800		\$0		\$0	120	\$11,400
Senior Archaeologist	\$165		\$0		\$0	16	\$2,640		\$0		\$0	4	\$660		\$0	20	\$3,300
Staff Archaeologist	\$100		\$0		\$0	60	\$6,000		\$0		\$0		\$0		\$0	60	\$6,000
Principal Biologist	\$160		\$0		\$0	18	\$3,040		\$0		\$0	4	\$760		\$0	20	\$3,800
Biologist III	\$95		\$0		\$0	60	\$5,700		\$0		\$0		\$0		\$0	60	\$5,700
Sr. GIS Specialist	\$160	8	\$1,280		\$0		\$0		\$0		\$0		\$0		\$0	8	\$1,280
Word Processor	\$80		\$0		\$0	20	\$1,600	40	\$3,200	20	\$1,600		\$0		\$0	80	\$6,400
Clerical	\$65		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal HELIX Labor		42	\$6,800	72	\$12,240	272	\$35,220	328	\$46,140	148	\$20,840	60	\$13,680	24	\$5,280	976	\$139,980

EXPENSES	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	TOTAL
Other direct costs/mileage	\$400	\$960	\$1,280	\$2,360	\$1,160	\$340	\$320	\$6,820
Per Diem (+-\$200/Person/Day)	\$0	\$0	\$2,000	\$0	\$0	\$0	\$400	\$3,200
Records Search	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0	\$1,500
Subtotal Expenses	\$400	\$1,760	\$4,780	\$2,360	\$1,160	\$340	\$720	\$11,520
HELIX Mark-Up on Expenses	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$400	\$1,760	\$4,780	\$2,360	\$1,160	\$340	\$720	\$11,520

TOTAL	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	TOTAL
	\$7,000	\$14,000	\$40,000	\$48,500	\$22,000	\$14,000	\$6,000	\$151,500

Attachment - Agreement #19-PGP-13330

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STG 213 (Rev. 08/2016)

AGREEMENT NUMBER
19-PGP-13330

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
County of Inyo

2. The term of this Agreement is:

START DATE
Upon MCO Approval
THROUGH END DATE
12/31/2022

3. The maximum amount of this Agreement is:
\$160,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PGP Terms and Conditions	6
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLG/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS
P.O. Box Drawer L

CITY
Independence

STATE
CA
ZIP
93626

PRINTED NAME OF PERSON SIGNING
Cathleen Richards

TITLE
Planning Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED 3/17/20



STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS
2020 W. El Camino Ave., Suite 130

CITY
Sacramento

STATE
CA
ZIP
95633

PRINTED NAME OF PERSON SIGNING
Synthia Rhinehart

TITLE
Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED 3/19/2020



California Department of General Services Approval (or exemption, if applicable)

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$160,000.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by June 30, 2022.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

EXHIBIT B

4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

5. Performance

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

EXHIBIT B

6. Fiscal Administration

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fiscal form);
 - 2) A Request for Funds on a form provided by the Department; and
 - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050**
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

EXHIBIT B

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:
- 1) Names of the Grantee's personnel performing work;
 - 2) Dates and times of project work;
 - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
 - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

EXHIBIT B

- J.** Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
- K.** The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
- 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L.** The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
- M.** The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

EXHIBIT D

PGP TERMS AND CONDITIONS

1. Reporting

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K. within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

2. Accounting Records

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

3. Audits

- A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the

EXHIBIT D

Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
 - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
 - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.

EXHIBIT D

2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final.

E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

4. Remedies of Non-performance

A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.

F. The following shall each constitute a breach of this Agreement:

1) Grantee's failure to comply with any of the terms and conditions of this Agreement.

2) Use of, or permitting the use of, grant funds provided under this Agreement for any

EXHIBIT D

ineligible costs or for any activity not approved under this Agreement.

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

- 1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;
- 2) Revoke existing PGP award(s) to the Grantee;
- 3) Require the return of unexpended PGP funds disbursed under this Agreement;
- 4) Require repayment of PGP Funds disbursed and expended under this agreement;
- 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and
- 6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

5. Indemnification

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

6. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be

EXHIBIT D

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

8. Third-Party Contracts

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.
- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program

EXHIBIT D

benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

10. Litigation

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

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of both parties.

12. State-Owned Data

- A. Definitions

EXHIBIT D

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.**
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such**

EXHIBIT D

assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

13. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

Attachment D: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

Professional Liability (Errors and Omissions): appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Attachment - Insurance Provisions

Attachment D: Insurance Requirements for Professional Services

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

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

Verification of Coverage

Consultant 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 Consultant's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

Attachment D: Insurance Requirements for Professional Services

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

-end-



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Cathreen Richards

SUBJECT: Amendment #6 to DB Stevens and Associates contract for hydrological services

RECOMMENDED ACTION:

Request Board approve Amendment No. 6 to the contract between the County of Inyo and DB Stevens and Associates for the provision of hydrological services in an amount not to exceed \$70,000 for the period of April 25, 2017 to April 25, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On March 11, 2009 the Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified an associated Environmental Impact Report (EIR), which permitted the Coso Operating Company (Coso) to extract groundwater from two existing wells on its Hay Ranch property in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station nine miles east. Conditions of approval include a Hydrologic Mitigation Monitoring Plan (HMMP), which works to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts.

Inyo County is continuing to monitor Coso's groundwater pumping pursuant to the HMMP. Additional monitoring is necessary based on Coso's modified pumping levels. Daniel B Stephens & Associates (DBSA) has been providing hydrological consulting services for the project. DBSA's contract term is set to expire on April 25, 2022, but the County still has need for hydrologic consulting relating to the ongoing pumping and the HMMP, necessitating the need to extend the contract. An updated fee schedule is also included in the amendment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the amendment. This is not recommended as Daniel B. Stephens Associate, Inc.'s history and expertise are valuable assets for the County to utilize as hydrological consultants for the ongoing monitoring required by the HMMP.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Financing will continue to be provided by deposit from Coso (Coso Monitoring & Mitigation Fund Balance, 503823). Work on tasks in accordance with this contract may carry forward into future budgets and will be evaluated accordingly during the budget process.

ATTACHMENTS:

1. DB Stevens and Associates Contract Amendment No. 6
2. DB Stevens and Associates Contract, Amendments 1-5

APPROVALS:

Cathreen Richards	Created/Initiated - 3/24/2022
Darcy Ellis	Approved - 3/24/2022
Aaron Steinwand	Approved - 3/30/2022
John Vallejo	Approved - 3/31/2022
Amy Shepherd	Approved - 3/31/2022
Cathreen Richards	Final Approval - 3/31/2022

**AMENDMENT NO. SIX TO THE AGREEMENT BETWEEN
THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

WHEREAS, the County and the Contractor agreed to Amend No. 5 to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 – TERM to April 25, 2017 to April 25, 2023
- Amend Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2022 through December 31, 2022).

AMENDMENT NO. SIX TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

COUNTY

CONTRACTOR

By: _____

By: T. Neil Young

Date: _____

Date: 2/27/22

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]

County Risk Manager



Daniel B. Stephens & Associates, Inc.

California Schedule of Fees
 (Effective January 1, 2022 through December 31, 2022)
Confidential

Professional Services

Principal Professional II.....	\$317.00/hour
Principal Professional I.....	\$276.00/hour
Senior Professional II.....	\$254.00/hour
Senior Professional I.....	\$227.00/hour
Project Professional III.....	\$206.00/hour
Project Professional II.....	\$187.00/hour
Project Professional I.....	\$177.00/hour
Staff Professional III.....	\$154.00/hour
Staff Professional II.....	\$142.00/hour
Staff Professional I.....	\$132.00/hour
Managing Technician.....	\$160.00/hour
Principal Technician.....	\$142.00/hour
Technician IV.....	\$129.00/hour
Technician III.....	\$121.00/hour
Technician II.....	\$112.00/hour
Technician I.....	\$104.00/hour
GIS Specialist.....	\$134.00/hour
CADD Specialist.....	\$134.00/hour
CADD/GIS/Database II.....	\$132.00/hour
CADD/GIS/Database I.....	\$120.00/hour
Senior Technical Editor.....	\$140.00/hour
Technical Editor.....	\$115.00/hour
Project Assistant II.....	\$110.00/hour
Project Assistant I.....	\$99.00/hour
Biologist II.....	\$118.00/hour
Biologist I.....	\$110.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking.....	Actual cost
Lodging, meals, phone.....	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle.....	Prevailing IRS rates
Company vehicle	
Daily rate.....	\$102/day + actual gas cost
Half day rate.....	\$52/half day + actual gas cost
Mileage.....	Prevailing IRS rates
Subcontractors/temporary service personnel.....	Actual cost plus 10%
Computers and communications.....	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors).....	Actual cost plus 10%
Fabrication in our shop.....	Labor plus materials
Misc. field equipment and supplies.....	Actual cost plus 10%
Meters, gauges, and monitors.....	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.
5. Hourly rates and expenses are subject to annual updates.

**AMENDMENT NO. FIVE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Attachment B – Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

AMENDMENT NO. FIVE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

COUNTY

CONTRACTOR

By: *Jeff Stephens*

By: *Jackey*

Dated: 06/15/2021

Dated: 5/27/2021

APPROVED AS TO FORM AND LEGALITY:

Grace Chudla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Ramon [Signature]
County Risk Manager



Daniel B. Stephens & Associates, Inc.

California Schedule of Fees
 (Effective January 1, 2020 through December 31, 2020)
Confidential

Professional Services

Principal Professional II	\$305.00/hour
Principal Professional I	\$260.00/hour
Senior Professional II	\$240.00/hour
Senior Professional I	\$215.00/hour
Project Professional III	\$195.00/hour
Project Professional II	\$180.00/hour
Project Professional I	\$165.00/hour
Staff Professional III	\$145.00/hour
Staff Professional II	\$135.00/hour
Staff Professional I	\$125.00/hour
Managing Technician	\$155.00/hour
Principal Technician	\$135.00/hour
Technician IV	\$125.00/hour
Technician III	\$115.00/hour
Technician II	\$105.00/hour
Technician I	\$100.00/hour
GIS Specialist	\$130.00/hour
CADD Specialist	\$130.00/hour
CADD/GIS/Database II	\$125.00/hour
CADD/GIS/Database I	\$115.00/hour
Senior Technical Editor	\$130.00/hour
Technical Editor	\$100.00/hour
Project Assistant II	\$98.00/hour
Project Assistant I	\$85.00/hour
Biologist II	\$108.00/hour
Biologist I	\$98.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking	Actual cost
Lodging, meals, phone	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle	Prevailing IRS rates
Company vehicle	
Daily rate	\$90/day + actual gas cost
Half day rate	\$45/half day + actual gas cost
Mileage	Prevailing IRS rates
Subcontractors/temporary service personnel	Actual cost plus 10%
Computers and communications	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors)	Actual cost plus 10%
Fabrication in our shop	Labor plus materials
Misc. field equipment and supplies	Actual cost plus 10%
Meters, gauges, and monitors	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.

**AMENDMENT NO. FOUR TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2021.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2022
- Amend Section 3 – Consideration, D. Limit upon amount payable under Agreement to \$70,000

AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 21st DAY OF April, 2021.

COUNTY

CONTRACTOR

By: *Jeff Stephens*

By: *James A. Kelsey*

Dated: 04/21/2021

Dated: March 8, 2021

James A. Kelsey, President

APPROVED AS TO FORM AND LEGALITY:

Grace Churchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

See Dixon Wade
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Asaon Holmberg
County Risk Manager

**AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

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WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2020.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 · TERM to April 25, 2017 to April 25, 2021

**AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

COUNTY

CONTRACTOR

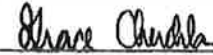
By: _____

By:  _____
James A. Kelsey, President

Dated: _____

Dated: March 17, 2020

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



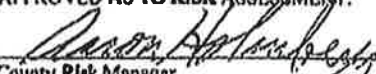
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AMENDMENT NO. TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2020

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 16th DAY OF April, 2019.

COUNTY

CONTRACTOR

By: [Signature] By: [Signature]
Dated: 4-16-19 Dated: 4/5/2019

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCC FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

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

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2019

**AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 24th DAY OF April, 2018.

COUNTY

CONTRACTOR

By: [Signature]

By: [Signature]

Dated: 4-24-18

Dated: 3/29/18

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrologic Analysis SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the hydrological analysis services of Daniel B. Stephens & Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from April 25, 2017 to April 25, 2018 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

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

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$40,000 (initial term) \$0 (option 1) and \$0 (option 2) for a total of \$40,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer

programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
Water Department, Attn.: Bob Harrington	Department
PO Box 337	Address
Independence, CA 93526	City and State

Consultant:	
Daniel B. Stephens & Associates, Inc.	Name
6020 Academy Road NE, Ste. 100	Address
Albuquerque, NM 87109	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
2nd DAY OF May, 2011

COUNTY OF INYO

CONSULTANT

By Mark Williams

By James A. K'elsey

Dated: 5/2/11

Dated: 5/18/11

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

SCOPE OF WORK:

I. Background

Coso Operating Company (COC) has continued to extract water from the Rose Valley Basin in accordance with the provisions of Conditional Use Permit 2007-003. Pumping operations began in December, 2009 and were extended several times based on observed groundwater levels and groundwater model predictions. COC has requested an evaluation of whether pumping could be extended based on the existing standards of significant impact in the HMMP. The proposed two pumping scenarios are (1) an annual pumping season of four months from June through September, at a rate of 1000 gpm, and (2) a similar pumping season a rate that is sustainable indefinitely.

II. Scope of Work

Task 1. Contractor shall update and recalibrate the Rose Valley groundwater flow model based on actual pumping rates, groundwater level observations, updated recharge estimates, and a reevaluation of groundwater discharge at Little Lake. Should any discrepancies be noted, contractor shall make recommendations for changes in model parameters and/or boundary conditions, as appropriate.

Task 2. The updated and recalibrated model shall be used to evaluate the two scenarios described above, subject to the limitation that groundwater discharge at Little Lake does not decline by more than 10% of its estimated 2009 value. Maximum drawdown and drawdown at the time when pumping ceases shall be estimated at monitoring wells.

Task 3. The updated and recalibrated model shall be used to produce a duration of pumping for scenario (1) and a pumping rate for scenario (2).

Task 4. Results of Tasks 1 through 3 shall be reported to the Water Department in the form of a letter report and updated model files.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017 **TO:** April 25, 2018

SCHEDULE OF FEES:

See attached.



Daniel B. Stephens & Associates, Inc.

Standard Schedule of Fees
 (Effective January 1, 2017 through December 31, 2017)
Confidential

Professional Services

Principal Professional II	\$250.00/hour
Principal Professional I	\$205.00/hour
Senior Professional II	\$185.00/hour
Senior Professional I	\$168.00/hour
Project Professional III.....	\$155.00/hour
Project Professional II.....	\$145.00/hour
Project Professional I.....	\$125.00/hour
Staff Professional III	\$115.00/hour
Staff Professional II	\$105.00/hour
Staff Professional I	\$98.00/hour
Managing Technician	\$140.00/hour
Principal Technician	\$120.00/hour
Technician IV.....	\$105.00/hour
Technician III	\$90.00/hour
Technician II	\$84.00/hour
Technician I	\$78.00/hour
GIS Specialist.....	\$120.00/hour
CADD Specialist.....	\$120.00/hour
CADD/GIS/Data Base II	\$110.00/hour
CADD/GIS/Data Base I	\$95.00/hour
Senior Technical Editor	\$120.00/hour
Technical Editor.....	\$95.00/hour
Project Assistant II.....	\$85.00/hour
Project Assistant I.....	\$75.00/hour
Biologist II.....	\$95.00/hour
Biologist I.....	\$79.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking.....	Actual cost
Lodging, meals, phone	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle	Prevailing IRS rates
Company vehicle	
Daily rate	\$90/day + actual gas cost
Half day rate	\$45/half day + actual gas cost
Mileage	Prevailing IRS rates
Subcontractors/temporary service personnel	Actual cost plus 10%
Computers and communications	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors)	Actual cost plus 10%
Fabrication in our shop	Labor plus materials
Misc. field equipment and supplies	Actual cost plus 10%
Meters, gauges, and monitors.....	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

TERM:

FROM: April 25, 2017 **TO:** April 25, 2018

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Refer to Attachment B.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

TERM:

FROM: April 25, 2017

TO: April 25, 2018

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** 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.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

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

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

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

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. ~~The Entity reserves the right to require complete,~~

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read;

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications.
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.
9. **Disclosure of Lobbying Activities.** Exhibit 10-Q "Disclosure of Lobbying Activities".
10. **Consultant Management Position Conflict of Interest Confidentiality Statement.** Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement."



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Jeffrey Thomson

SUBJECT: Healthy Communities of Southern Inyo County Contract FY 2022-2023 for Delinquency Prevention Program

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2022 to June 30, 2023 in an amount not to exceed \$31,840.00, contingent upon receipts from the California State Controller's Office and the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The total estimated allocation for FY 2022-2023 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program, the remaining 40% is provided to the Inyo County Superintendent of Schools for an extended day program.

Healthy Communities provides constructive activities and programs of interest to all community youth, including those "at risk," that build self-esteem, good character and those that enhance job skills. Healthy Communities continues to find creative ways to keep youth from engaging in inappropriate behavior or illegal activities. Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires information from Healthy Communities of Southern Inyo County regarding their delinquency prevention programs. This information is used by the Probation Department to complete the annual report that is required by the Board of State and Community Corrections.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Healthy Communities of Southern Inyo County

FINANCING:

The Revenue and Expenditure will be budgeted in the Fiscal Year 2022-2023 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

ATTACHMENTS:

1. FY 22-23 Healthy Communities Contract 3-4-22

APPROVALS:

Krystal Leonard	Created/Initiated - 3/11/2022
Darcy Ellis	Approved - 3/14/2022
Krystal Leonard	Approved - 3/15/2022
John Vallejo	Approved - 3/17/2022
Amy Shepherd	Approved - 3/18/2022
Sue Dishion	Approved - 3/22/2022
Aaron Holmberg	Approved - 3/23/2022
Krystal Leonard	Approved - 3/30/2022
Jeffrey Thomson	Final Approval - 3/30/2022

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Delinquency Prevention services of Healthy Communities of Southern Inyo County of Lone Pine, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2022 to June 30, 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Thirty-one thousand eight hundred forty and no/100***** Dollars

(\$31,840.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Probation</u>	Department
<u>P.O. Box T</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Healthy Communities of So Inyo County</u>	Name
<u>P.O. Box 627</u>	Address
<u>Lone Pine, CA 93545</u>	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY**
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES


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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

Print or Type Name

By: 
Signature
JAQUE HICKMAN
Print or Type Name

Dated: _____

Dated: 3-4-2022

APPROVED AS TO FORM AND LEGALITY:

County Counsel

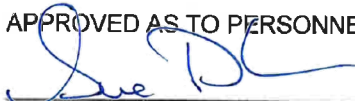


APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE
PROVISION OF
DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: July 1, 2022 **TO:** June 30, 2023

SCOPE OF WORK:

Healthy Communities of Southern Inyo County ("Contractor") is to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program.

Monies received from the State Controller's office fluctuate yearly due to the fact that monies distributed to the County are based off of Vehicle Licensing Fees collected during a twelve month period. The County realizes that the monies distributed to Healthy Communities may not fully fund a full-time Program Coordinator position and may be used for administrative overhead costs associated directly with Program activities. However, monies are to be used within a twelve (12) month period.

A Healthy Communities Program may include:

A Program Coordinator who creates and schedules Healthy Communities events, supervises program assistants and volunteers in carrying out Healthy Communities events, runs events in the absence of program assistants or volunteers; works with individuals in the community to assess and address needs of youth and adults in the community and enact programs to address those needs; works to increase the number of youths served by Healthy Communities; establishes partnerships with other organizations having the same goals and work with them to better serve the community; maintains Healthy Communities program budget and coordinates program fund raising through donations, grants and other revenue generating activities; acts as liaison to other civic groups to keep them informed of upcoming Healthy Communities activities and coordinates publicity for events; reports to the Healthy Communities Board on all aspects of Healthy Communities programs; and, runs monthly Healthy Communities meetings and keeps meeting minutes.

Administrative overhead costs, such as supplies, utilities bills, etc. which are directly related to the business operation of the Healthy Communities Program.

ATTACHMENT A

**SCOPE OF WORK:
(CONTINUED)**

Distributions of JJCPA funds are **contingent** on the following reporting requirements as follows:

- 1) in order to be in compliance with State mandated reporting requirements, the following information, at a minimum, must be reported to the County by the Contractor:
 - a) Date of Event
 - b) Name of Event, using a consistent name or acronym throughout the reporting fiscal year (July through June)
 - c) Attendee's first and last name.
 - d) Attendee's age, listed in one (1) of three (3) categories: 0-9, 10-19, and 20 and older.

- 2) Healthy Communities is to report the information using an Microsoft Excel spreadsheet, spreadsheet is provided electronically, and each month's report is to be complete, meaning all events that occur in one month are to be included on one spreadsheet, no incomplete or partial months are to be reported.

- 3) It is *preferred* that Healthy Communities *report monthly*, due by the 15th of the following month; however, at the minimum quarterly, due by the 15th of the month following the quarter. The quarters are specified as:
 - a) Quarter 1 (July, August, September)
 - b) Quarter 2 (October, November, December)
 - c) Quarter 3 (January, February, March)
 - d) Quarter 4 (April, May, June)

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: JULY 1, 2022

TO: JUNE 30, 2023

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County may pay the Contractor on a quarterly basis for the performance of work and in accordance with the report information schedule as described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

Contractor shall use the funding to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program including but not limited to funding a part-time Program Coordinator position and administrative overhead costs directly related to Program activities. Monies received in accordance with this contract shall be used within the twelve (12) months of the contract period for the Contractor to qualify for the full funding of the estimated thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00).

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: JULY 1, 2022

TO: JUNE 30, 2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment __: Insurance Requirements for Most Contracts 2022

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss.

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

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

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

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such as computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical

Attachment __: Insurance Requirements for Most Contracts 2022

information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Check with Risk Management if CL is required.

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

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Attachment __: Insurance Requirements for Most Contracts 2022

Claims Made Policies (should be applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

-end-



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Jeffrey Thomson

SUBJECT: Inyo County Superintendent of Schools Contract FY 2022-2023 for an Extended Day Program

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Inyo County Office of Education for an Extended Day Program for the period of July 1, 2022 to June 30, 2023 in an amount not to exceed \$21,227.00, contingent upon receipts from the California State Controller's Office and the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The total estimated allocation for FY 2022-2023 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 40% is provided to the Inyo County Superintendent of Schools for an extended day program, the remaining 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program.

Funds from the Juvenile Justice Crime Prevention Act will assist the County Community School in providing an extended day for the students to include behavioral, vocational and social skills training.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires information from the Inyo County Superintendent of Schools regarding their use of funds as stated in the scope of work of the contract. This information is used by the Probation Department to complete the annual report that is required by the Board of State and Community Corrections.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools.

FINANCING:

The Revenue and Expenditure will be budgeted in the Fiscal Year 2022-2023 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

ATTACHMENTS:

1. FY 22-23 Office of Education Contract

APPROVALS:

Krystal Leonard	Created/Initiated - 3/11/2022
Darcy Ellis	Approved - 3/14/2022
Krystal Leonard	Approved - 3/15/2022
John Vallejo	Approved - 3/21/2022
Amy Shepherd	Approved - 3/24/2022
Sue Dishion	Approved - 3/24/2022
Aaron Holmberg	Approved - 3/29/2022
Krystal Leonard	Approved - 3/30/2022
Jeffrey Thomson	Final Approval - 3/30/2022

AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Extended Day Program services of Inyo County Office of Education of Independence, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2022 to June 30, 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Twenty-one thousand two hundred twenty-seven and no/100***** Dollars

(\$21,227.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Probation</u>	Department
<u>P.O. Box T</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>P.O. Box G</u>	Address
<u>Independence, CA 93526</u>	City and State

24. ENTIRE AGREEMENT.

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

////

////

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION**
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES

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


COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: 
Signature

Bamy Simpson
Print or Type Name

Dated: 3/11/22

APPROVED AS TO FORM AND LEGALITY:

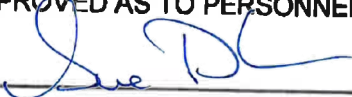
County Counsel


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 INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM **SERVICES****

TERM:

FROM: JULY 1, 2022 **TO:** JUNE 30, 2023

SCOPE OF WORK:

Contractor shall:

- Provide an extended school day. Grant will help to fund instructors for a variety of elective and vocational classes in the afternoon, including Art and Career and Workplace Readiness.
- Provide an online curriculum program. Grant will help to fund the online curriculum program Edgenuity. This allows JKBS to offer any course a student may need to make-up or for credit recovery in order to return to a mainstream school program.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

TERM:

FROM: JULY 1, 2022 **TO:** JUNE 30, 2023

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of months during the contract period during which the Extended Day Program operated. The program shall have operated for six (6) months of the contract period for Contractor to qualify for the full/estimated annual Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00) fee. If the program does not operate for six (6) months during the contract period, Contractor shall reimburse County in proportion of the six (6) month period during which the Extended Day Program did not operate.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM **SERVICES****

TERM:

FROM: JULY 1, 2022

TO: JUNE 30, 2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment __: Insurance Requirements for Most Contracts 2022

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss.

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

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

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

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical

Attachment __: Insurance Requirements for Most Contracts 2022

information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Check with Risk Management if CL is required.

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

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Attachment __: Insurance Requirements for Most Contracts 2022

Claims Made Policies (should be applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

-end-



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Jeffrey Thomson

SUBJECT: Approve reimbursement using AB109 monies to Bishop Police Department

RECOMMENDED ACTION:

Request Board approve reimbursement using AB109 monies to Bishop Police Department in the amount of \$46,131.19 for the purchase of radios and equipment.

SUMMARY/JUSTIFICATION:

Law enforcement's primary source of communication is through a two-way radio system. The system allows the dispatcher an avenue for sharing information with officers. Regularly, the dispatcher provides the officer with valuable information related to calls-for-service and persons' information. The information from the dispatcher provides:

- The officer with a person's background
- Safety information, and
- Status related to parole and probation

The two-way police radio system is an essential tool for safe and efficient operations of law enforcement in daily operations. The radio system is comprised of different components. In addition to the handheld radio and vehicle radio, the system requires various supporting components. Auxiliary components include a repeater, duplexer, antenna, backup batteries, and associated parts.

Each component has a life cycle where most of the equipment is reaching the expiration date of the life cycle. The repeater is estimated at about 18 - 20 years old. This far surpasses the expected useful life for this equipment. The current repeater does not meet the P25 requirements set by the FCC.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In FY20-21, the Executive Committee of the Inyo County Community Corrections Partnership updated the Inyo County criminal justice plan (CCP Plan) to include certain recommendations. One of the recommendations was to upgrade the current communications systems used by all justice partners to a more sustainable, reliable, and efficient solution. In April 2021, the Bishop Police Department submitted a proposal and request to use AB109 funds to upgrade their communications equipment. The Executive Committee of the CCP approved the request contingent upon the Board of Supervisors' approval of the FY21-22 budget. In FY21-22, AB 109 monies were budgeted for the upgrade of communications equipment for the Sheriff's Office, Health and Human Services,

Probation, and for the Bishop Police Department. These funds were approved by your board in the FY21-22 County Budget.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

Bishop Police Department

FINANCING:

In September 2021 this Board approved the initial request of \$100,000 to Bishop Police Department for FY21-22 projected communications upgrade and improvement projects. The monies have been budgeted in Criminal Justice Realignment Budget - 023002, in Other Agency Contribution - 5539 using AB109 monies.

ATTACHMENTS:

1. Radio Invoice
2. Memo to Auditor re: AB109

APPROVALS:

Krystal Leonard	Created/Initiated - 3/18/2022
Darcy Ellis	Approved - 3/18/2022
Krystal Leonard	Approved - 3/18/2022
Jeffrey Thomson	Approved - 3/18/2022
Amy Shepherd	Approved - 3/24/2022
Krystal Leonard	Approved - 3/30/2022
Jeffrey Thomson	Final Approval - 3/30/2022

Purchase Order

SHIP TO: **BISHOP POLICE DEPARTMENT**


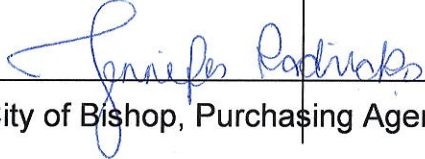
207 West Line St.
Bishop, California 93514
(760) 873-5823
(760) 873-5866
FAX (760) 872-3485

No. **BP**

Date 09-14-2021

Fund 001-020-
54024- AB 109

TO: Black Point LLC
1407 Arlen Ln.
Gardnerville, Nv 89410

Quantity	Description	Quote/Bid Price
	<p>Radios – See attached Quote</p> <p style="text-align: center;"><i>* Sole Source *</i></p>	\$42,693.05
 Department Head		 City of Bishop, Purchasing Agent

INSTRUCTIONS TO VENDORS

1. Mail invoice in duplicate
2. Invoice must include tax and shipping charge, f.o.b. Bishop, CA.
3. Show purchase order number on all invoices, packages, delivery slips and correspondence.
4. The Bishop Police Dept. is not liable for materials or supplies furnished or services rendered, except by order of the City Council or by authority of a Purchase Order properly signed by the Purchasing Agent or his authorized representative.

INVOICE

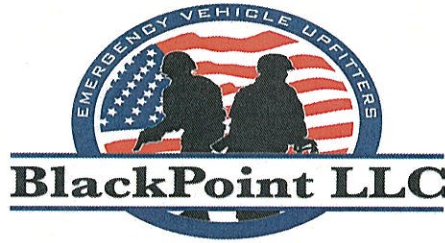
BlackPoint L.L.C.

1407 Arlen Ln

Gardnerville Nv 89410

760-258-5389

BlackPointcorp@yahoo.com



DATE:8/22/2021

TO:

BISHOP POLICE DEPT.
207 W LINE ST
BISHOP, CA 93514

JOB:

RADIO EQUIPMENT

NET 30

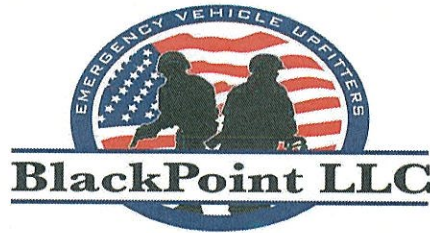
P.O.#

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
17	ICOM FIPS 140-2 AES encryption board with OTAR compliance for F9011/F9511 series	\$591.75	\$10'059.75
7	UT125 FIPS-2 FIPS 140-2 encryption board; requires ISL-P25AES license key to activate AES	\$622.50	\$4357.50
7	ISL-P25AES AES activation key enables AES in radio (requires UT134 or UT125 FIPS-2)	\$270.00	\$1890.00
1	<u>KA KVL125</u> ICOM KVL KEY LOADER	\$2375.00	\$2375.00
1	<u>IAOPC1076</u> F7500 mobile adapter cable to use with the KVL125 keyloader. Requires the OPC-IAKVL1 cable and a RJ45 female-to-female adapter	\$200.00	\$200.00
1	<u>OPC-IAKVL14</u> Interface Cable with 14 Pin Connector between P25 portable & KA KVL125	\$230.00	\$230.00
1	ICOM FR9010-11 50-110W VHF P25 Repeaters	\$6786.00	\$6786.00
2	IASPS102212v/30A power supply/battery charger - 1RU rack mountable with IASMNT1105	\$647.40	\$1294.80
1	<u>IASMNT1102</u> 19" 2RU rack mount tray for 20A power supply; holds up to 2 units	\$150.00	\$150.00
5	ICOM F7510 136-174MHz P25 conventional mobile with 1024 channels, a color display, and GPS & Bluetooth built-in ENCRYPTION ACTIVATION AND ENCRYPTION BOARD INSTALLED	\$2300.00	\$11'500.00
1	DUAL BAYDIPOLE ANTENNA FOR REAPETER	\$450.00	\$450.00
40 HRS	LABOR TO INSTAL EQUIPMENT	\$85.00	\$3400.00
		SUBTOTAL	\$39'293.05
		LABOR	\$3400.00
		SALES TAX	EX
		TOTAL	\$42693.05

THANK YOU FOR YOUR BUSINESS!

QUOTE

BlackPoint L.L.C.
 1407 Arlen Ln
 Gardnerville Nv 89410
 760-258-5389
 BlackPointcorp@yahoo.com



DATE:8/22/2021

TO:
 BISHOP POLICE DEPT.
 207 W LINE ST
 BISHOP,CA 93514

JOB: RADIO EQUIPMENT
 NET 30
 P.O.#

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
17	ICOM FIPS 140-2 AES encryption board with OTAR compliance for F9011/F9511 series	\$591.75	\$10'059.75
7	UT125 FIPS-2 FIPS 140-2 encryption board; requires ISL-P25AES license key to activate AES	\$622.50	\$4357.50
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		SUBTOTAL	\$39'293.05
		LABOR	\$3400.00
		SALES TAX	EX
		TOTAL	\$42693.05



INYO COUNTY PROBATION DEPARTMENT
COMMUNITY, PRIDE, AND PROGRESS



JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

MEMORANDUM

To: Auditor-Controller
From: Krystal Leonard – Administrative Analyst III
Date: March 21, 2022
Re: Reimbursement to Bishop Police Department using AB109 monies

Bishop Police Department purchased Radios and Equipment from BlackPoint LLC for their department.

The City of Bishop pays taxes quarterly.

The total amount paid to BlackPoint LLC is the following:

Equipment and labor - \$42,693.05

Taxes - \$3,438.14

Grand total: \$46,131.19

AB109 monies will be reimbursing them for the purchase.

If you have any questions, please contact Chief Probation Officer Jeff Thomson or myself.

Thank you, Krystal



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Justine Kokx

SUBJECT: Triennial performance audit of the LTC, ESTA and ESAAA

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Moore & Associates of Valencia, CA for the provision of three triennial performance audits for an amount not to exceed \$39,968.80 for the period of April 1, 2022 through August 31, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Every three years, the Inyo County Local Transportation Commission (LTC) is responsible for funding a performance audit that evaluates the efficiency, effectiveness, and economy of itself and recipients of Transportation Development Act (TDA) funds. The LTC allocated TDA funds to the ESTA as the primary public transit provider in Inyo County and also to ESAAA as a provider of community transit services.

The County released a performance audit Request for Proposals beginning February 8, 2022, and ending on March 7, 2022. The Request for Proposals was posted on the Inyo County Request for Proposals web page and a notice published in the Inyo Register. Three highly qualified proposals were received.

A consultant selection committee consisting of staff from the LTC, ESAAA, ESTA, and the MCLTC determined that Moore & Associates was the highest ranked consultant after a thorough review of the proposals.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ESTA is the public transportation operator in Inyo and Mono Counties and receives Transportation Development Act (TDA) funding from both the ICLTC and the Mono County Local Transportation Commission (MCLTC). The audit will cover the entirety of the ESTA service area.

The ICLTC has allocated TDA revenues to ESAAA as a human services transit agency since ESAAA's creation in 2012.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could elect not to approve the contract or to continue consideration of it at another meeting. The LTC is required to complete the Triennial Performance Audits of itself and ESAAA by June 30, 2022.

OTHER AGENCY INVOLVEMENT:

- Inyo County Local Transportation Commission
- California Department of Transportation
- Mono County LTC
- Inyo County Health & Human Services (ESAAA)

FINANCING:

Contract payments will be made from the Local Transportation Commission and Planning Budget No. 504605, Professional Services object code 5265 for the preparation of the Triennial Audit. Payments are contingent upon the approval of future budgets. There is currently adequate funding budgeted in this object code to fund work programmed in FY 2021-2022.

ATTACHMENTS:

1. M&A Proposal Triennial Performance Audits
2. M&A Contract
3. Request for Proposals
4. Attachment B Insurance Requirements

APPROVALS:

Justine Kokx	Created/Initiated - 3/29/2022
Michael Errante	Approved - 3/29/2022
John Pinckney	Approved - 3/30/2022
Breanne Nelums	Approved - 3/30/2022
Darcy Ellis	Approved - 3/30/2022
John Vallejo	Approved - 3/30/2022
Amy Shepherd	Final Approval - 3/30/2022



Proposal Prepared for
County of Inyo

Triennial Performance Audits of the Inyo County Local Transportation Commission, Eastern Sierra Transit Authority, and Eastern Sierra Area Agency on Aging

MARCH 7, 2022





25852 mcbean pkwy #187
valencia, ca 91355
(p) 888.743.5977
www.moore-associates.net

March 7, 2022

Ms. Justine Kokx
Transportation Planner
Inyo County Public Works Department
P.O. Drawer Q
168 N. Edwards Street
Independence, CA 93526

Subject: Request for Proposal for TDA Triennial Performance Audits

Dear Ms. Kokx:

Enclosed is Moore & Associates' proposal to prepare Triennial Performance Audits of the Inyo County Local Transportation Commission (ICLTC) and the two transit operators to which the Commission allocates TDA funding: 1) Eastern Sierra Area Agency on Aging and 2) Eastern Sierra Transit Authority.

By way of introduction, Moore & Associates' consulting practice is limited solely to public transportation organizations such as the Commission and its public transit partners. Founded in California in 1991, the firm is currently certified as a Small Business with the State's Department of General Services. (Documentation is provided in Appendix B.)

Within the past five years the project team presented herein has successfully completed Triennial Performance Audits for the Butte County Association of Governments, El Dorado County Transportation Commission, Fresno Council of Governments, Imperial County Transportation Commission, Kern Council of Governments, Kings County Association of Governments, Lake County/City Area Planning Council, Los Angeles County Metropolitan Transportation Authority, Madera County Transportation Commission, Modoc County Transportation Commission, Nevada County Transportation Commission, Sacramento Area Council of Governments, San Benito Council of Governments, San Joaquin Council of Governments, Shasta Regional Transportation Agency, Stanislaus Council of Governments, Tulare County Association of Governments, and Ventura County Transportation Commission. This extensive experience ensures each of the Inyo County audits will be in full accordance with all TDA requirements.

A Triennial Performance Audit serves as a systematic process for objectively evaluating the effectiveness, efficiency, and economy of an organization. Each Transportation Development Act (TDA) audit must be performed in accordance with California Public Utilities Code Section 99246, the procedures of which are delineated in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities* published by Caltrans. **Each of our Associates understands how the effective and efficient provision of transit service enhances the quality of life of riders and the overall community.**

We believe Moore & Associates is uniquely qualified to undertake this assignment for the following reasons:

1. The extensive experience gained through completion of nearly 250 TDA performance audits across the past 15 years. This knowledge means the Commission and its project partners will benefit from an audit team that is up-to-date on the latest TDA-related legislation.
2. Moore & Associates warrants it will complete the audits of the ICLTC and Eastern Sierra Area Agency on Aging prior to June 30, 2022. These audits will be completed in advance of the deadline stated in the ICLTC's RFP, and thereby eliminate the need to obtain an extension from Caltrans in future audit cycles.
3. Moore & Associates warrants it will complete the audit of the Eastern Sierra Transit Authority by June 30, 2023 (versus August 2023 as indicated in the RFP). Doing so will benefit the ICLTC by shifting future TDA audits to Caltrans' traditional audit deadline.

We propose [Kathy Chambers](#) as our audit project manager. Kathy has served as either project manager or senior auditor for more than 200 TDA audits across the past 15 years. As such, she possesses a solid understanding of Caltrans' audit requirements, audit processes, and the impacts of recent changes to TDA legislation. Beyond conducting successful audits, Kathy is frequently called upon by public transportation entities throughout California to aid in the preparation of their respective TDA audit. Joining Kathy in this assignment will be [Jim Moore](#), our firm's founder. Together this team has successfully completed more than 250 TDA triennial performance audits.

Enclosed are one original and two copies of our proposal. This submission represents a firm offer with a validity of 90 days from the filing deadline. As our firm's Director of Administrative Services, I am authorized to negotiate and enter into any legally binding contract on behalf of Moore & Associates, Inc. Should you have any questions regarding our proposal, please contact me by phone at (661) 253-1277 or email at stephanie@moore-associates.net.

Moore & Associates, Inc. is committed to success and confident of its ability to complete this project in a quality manner within the stipulated timeframe. We look forward to discussing our proposed project approach, credentials, and experience with your selection committee. Thank you for your consideration of Moore & Associates, Inc.

Sincerely,



Stephanie Roberts
Director of Administrative Services



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Section 1 | Introduction

Project Understanding

A Triennial Performance Audit is designed to provide an independent, objective evaluation of those activities funded through use of State of California Transportation Development Act (TDA) funds. The scope of the proposed project includes audits of the Inyo County Local Transportation Commission (ICLTC) as the Regional Transportation Planning Agency (RTPA), and the two transit operators to which it allocates TDA funding: Eastern Sierra Area Agency on Aging (ESAAA) and the Eastern Sierra Transit Authority (ESTA).

As the Regional Transportation Planning Agency (RTPA), the Inyo County Local Transportation Commission (ICLTC) assists local jurisdictions with transportation planning and allocating federal and state transportation funds. The Eastern Sierra Area Agency on Aging (ESAAA) is a community/human services transit provider which provides demand-response transportation to individuals who are unable to use traditional public transportation. Eastern Sierra Transit Authority (ESTA) is the primary public transit operator in Inyo and Mono Counties and receives Transportation Development Act (TDA) funding from both the ICLTC and the Mono County Local Transportation Commission (MCLTC). The ESTA provides a combination of demand-response, regional and local fixed-route, seasonal shuttle, vanpool, and intercity transit services in both Inyo and Mono counties.

A Triennial Performance Audit serves as a systematic process for objectively evaluating the effectiveness, efficiency, and economy of an organization. The proposed audit of the ICLTC and ESAAA will cover the three fiscal years from July 1, 2018 through June 30, 2021 (FY 2018/19, FY 2019/20, and FY 2020/21). The audit of the ESTA will cover the three fiscal years from July 1, 2019 through June 30, 2022 (FY 2019/20, FY 2020/21, and FY 2021/22).

A Triennial Performance Audit is required for every RTPA and transit operator funded through Article 4 of the State of California's Transportation Development Act (TDA), and is recommended for those funded under Article 4.5 and Article 8. Each audit must be performed in accordance with California Public Utilities Code Section 99246, the procedures of which are delineated in the *Performance Audit Guidebook for Transit Operators and Transportation Planning Entities* published by Caltrans, as well as *Government Audit Standards* published by the U.S. Comptroller General.

Developments Occurring During the Audit Period

The last half of the current audit period was markedly different from the first. The impact of the COVID-19 pandemic has resulted in significant declines in ridership and fare revenue. In many instances, transit operators throughout California strove to retain operations staff despite adopting a reduced schedule, resulting in significant changes to many cost-related performance metrics. While infusions of funding through the CARES Act mitigated some of the lost revenues, many transit programs have yet to regain pre-pandemic ridership and fare levels. As a result, the proposed Triennial Performance Audits will provide an assessment not only of how the COVID-19 pandemic impacted each organization, but also how each responded to the crisis.



In addition to the COVID-19 pandemic, recent and proposed changes to the TDA may result in future audit reports that look somewhat different than in prior years. In the nearly 50 years since introduction of the Transportation Development Act, there have been many changes to public transportation in California. Many operators have faced significant challenges in meeting the farebox recovery ratio requirement, calling into question whether it remains the best measure for TDA compliance. In 2018, the chairs of California's state legislative transportation committees requested the California Transit Association spearhead a policy task force to examine the TDA, which resulted in a draft framework for TDA reform released in early 2020. The draft framework maintains the farebox recovery ratio requirement, but eliminates financial penalties and allows more flexibility with respect to individual operator targets. These changes have yet to be implemented due to the ongoing COVID-19 pandemic.

Assembly Bill 90, signed into law on June 29, 2020, provided temporary regulatory relief for transit operators required to conform with Transportation Development Act (TDA) farebox recovery ratio thresholds in FY 2019/20 and FY 2020/21. While the ability to maintain state mandates and performance measures is important, AB 90 offered much-needed relief from these requirements for the years initially impacted by the COVID-19 pandemic while TDA reform continues to be discussed. AB 90 included provisions specific to transit operator funding through the TDA, including temporary farebox recovery ratio waivers, changes regarding the allocation of STA funds, and eligibility for using STA for operating purposes.

Assembly Bill 149, signed into law on July 16, 2021, provided additional regulatory relief with respect to TDA compliance. Recognizing the ongoing impact of the COVID-19 pandemic, it extended the provisions of AB 90 through FY 2022/23 as well as provided additional relief with respect to local funding, operating cost, and use of STA funds.

In addition to the tasks discussed in our proposed Technical Approach, as a **value-added bonus**, Moore & Associates, Inc. will also provide the ICLTC with its proprietary "white paper" summarizing the impact of recent TDA legislation (AB 90 and AB 149) on RTPAs and transit operators in California. This resource will provide valuable insight into recent TDA-related legislation discussions for Commission staff as well as transit operator staff.



Section 2 | Technical Approach

Our audit team will conduct a virtual project initiation meeting shortly after receipt of a Notice to Proceed. Our project manager will submit our data needs requests to ICLTC and the operators following this meeting to allow sufficient time to gather the requested data/information.

We will work with ICLTC and the two transit operators to schedule audit site visits to discuss program performance, review functions and compliance, and to assess progress made toward implementing recommendations presented within the prior TDA audit.

Given our desire to complete the audits of the ICLTC and ESAAA before the June 30 deadline, combined with the continued volatility of the COVID-19 pandemic, we propose conducting virtual site visits of these two organizations. In the past year, we have conducted virtual site visits with numerous RTPAs and transit operators without any impact to the quality of the audits. Doing so also enables projects to stay on track despite the challenging environment.

However, given the timing of the ESTA audit (2023), we recommend conducting an in-person site visit so as to better assess the transit operation. While there would still be the option of conducting a virtual site visit should it be desired, there is a definite benefit in being able to tour and observe the operations facility in person, especially since this would be our first engagement with ESTA.

As discussed in the RFP, the ICLTC and ESAAA audits will cover the three fiscal years from July 1, 2018, through June 30, 2021 (FY 2018/19, FY 2019/20, and FY 2020/21). The ESTA audit will cover the three fiscal years from July 1, 2019 through June 30, 2022 (FY 2019/20, FY 2020/21, and FY 2021/22). Employing our proposed two-phase approach, our audit team will complete the ICLTC and ESAAA audits before June 30, 2022, and the ESTA audit prior to June 30, 2023.

Task 1: Triennial Performance Audit of the Inyo County Local Transportation Commission

The purpose of this performance audit is to objectively evaluate the efficiency, economy, and effectiveness of the Inyo County Local Transportation Commission (ICLTC) as the Regional Transportation Planning Agency (RTPA). The audit will focus on the RTPA's performance as it relates to TDA compliance as well as overall function. The audit objectives include:

1. Assess compliance with TDA regulations;
2. Review actions taken to implement prior recommendations;
3. Evaluate the efficiency and effectiveness of the RTPA through a review of its functions;
and
4. Provide sound, constructive recommendations for improving the efficiency and functionality of the RTPA.



Task 1.1: Determine Compliance with Legal and Regulatory Requirements

The audit team will review the ICLTC's compliance with applicable sections of the Transportation Development Act California Code of Regulations (July 2018 update). Chapter IV of the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities* lists specific RTPA compliance requirements that should be investigated through the use of existing documents and interviews with ICLTC staff. Throughout the assessment, our audit team will objectively evaluate each of the requirements and discuss compliance with ICLTC staff.

Our goal will be to complete the compliance review in advance of the site visit so that potential findings can be discussed during the site visit. If an indication of non-compliance is ultimately revealed, a finding regarding the non-compliance will be made in the audit report along with recommendations for its resolution.

Task 1.2: Follow-Up on Prior Performance Audit Recommendations

To ensure the Triennial Performance Audit process remains constructive, the audit team will obtain and review key documents to determine the status of the recommendations included within the prior performance audit of the ICLTC. The audit report will include a summary of those recommendations and review progress which the ICLTC (RTPA) has made toward implementation. If implementation of a recommendation is ongoing, we will note this and document the progress to-date. If a prior audit recommendation has not been implemented, we will identify the reasons why and assess if it remains relevant or feasible. Should a yet-to-be implemented recommendation still be deemed relevant and feasible, we will include it in the 2022 audit report. Notable progress made by the ICLTC towards implementation of prior recommendations will also be documented.

Task 1.3: Review RTPA Functions

The roles and related functions of the Regional Transportation Planning Agency differ significantly from those of a transit operator. A transit operator's functional review focuses on a single specific transit program and its supporting functions. By contrast, the functional review of an RTPA has a dual focus: the internal functioning of the RTPA as an organization as well as its role in supporting and funding each of the transit operators to which it allocates TDA funding. Rather than evaluating a series of objective performance measures (such as those calculated for transit operators), our audit team instead will review regional goal-setting and coordination activities.

In conducting a functional review of the ICLTC, our audit team will identify and determine the extent and efficiency of the RTPA's functions using the following sources:

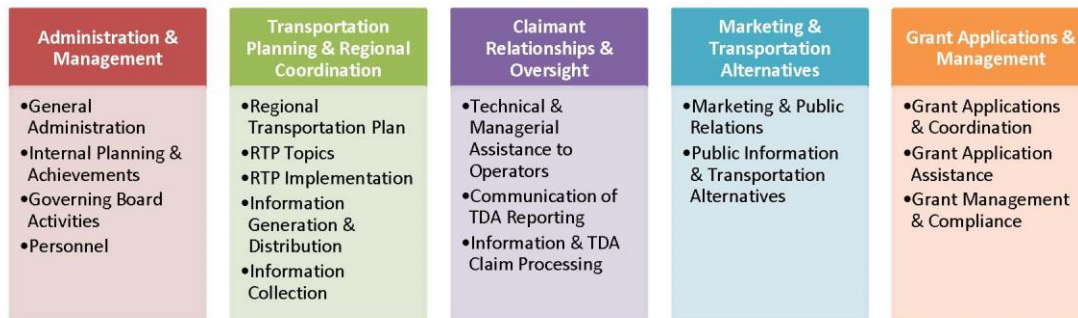




- Interviews with ICLTC staff;
- Interviews with each of the two operators within the RTPA's jurisdiction;
- Internal and external agency documents (including Board reports, planning studies, etc.); and
- Organizational policies and processes (including TDA claims).

A functional review of an RTPA determines the effectiveness and efficiency of key functional areas. Our audit team will review the various related functions of the RTPA for consistency with those included in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*, the elements of which are: Administration and Management; Transportation Planning and Regional Coordination; Claimant Relationships and Oversight; Marketing and Transportation Alternatives; and Grant Applications and Management.

RTPA Functions



In addition, our audit team will review the RTPA's goal-setting and regional planning activities. As warranted, additional documentation or interviews will be requested to fully examine performance or functional issues. Issues arising during the functional review will be included as functional findings, with recommendations for their resolution.

Task 1.4: Reporting and Presentation

We propose advancing the audit schedule so as to return ICLTC to a more traditional audit schedule that is in compliance with the established deadline of June 30, 2022. The draft triennial performance audit report of the RTPA will be provided for ICLTC staff review no later than May 30, 2022. Should the RTPA be able to produce additional information or documentation to warrant removal of a finding, doing so would take place at this time. Following receipt of comments from Commission staff regarding the draft audit, the audit team will incorporate edits, comments, and/or management responses into the report. The final report will be submitted no later than June 30, 2022.

Following the approval of the final draft report, Moore & Associates will prepare a PowerPoint to support a presentation to the ICLTC Board in June 2022. We understand the ICLTC board meets on the third Wednesday of the month at 9:00 a.m.

Task 1 deliverables: Draft triennial performance audit report of the RTPA by May 30, 2022, final audit report submitted by June 31, 2022, presentation to the ICLTC by June 30, 2022.



Task 2: Triennial Performance Audit of the Eastern Sierra Area Agency on Aging

A Triennial Performance Audit of a transit operator is intended to:

1. Provide operator management with information specific to the economy, efficiency, and effectiveness of its programs across the prior three years;
2. Provide the operator with knowledge and insight for use in future planning; and
3. Assure legislative and governing bodies (as well as the public) that TDA funds are being utilized efficiently.

Our audit team will verify the methodologies which the ESAAA used to calculate the performance indicators, compare internal data to that reported to external entities; examine operational functions (such as service planning, maintenance, financial planning, etc.); and provide constructive recommendations for improving efficiency and functionality.

Task 2.1: Determine Compliance with Statutory and Regulatory Requirements

The audit team will review the ESAAA's compliance with applicable sections of the Transportation Development Act California Code of Regulations (July 2018 update). Chapter III of the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities* lists specific operator compliance requirements (such as timely filing of TDA fiscal audits and eligibility to use State Transit Assistance funds for operating purposes) that should be investigated through the use of existing documents as well as interviews with ESAAA staff.

Our audit team will work with the ESAAA to obtain all necessary documents, and will be available to answer questions should the ESAAA's project representative be unclear as to what exactly is being requested. Our goal will be to complete the compliance review in advance of the site visit so that initial findings regarding potential non-compliance can be discussed at that time. If an indication of potential non-compliance is identified, a finding will be included in the draft audit report along with recommendations for resolution.

Task 2.2: Follow-Up on Prior Performance Audit Recommendations

To ensure the Triennial Performance Audit process remains constructive for all parties involved, our audit team will obtain and review key documents to determine the status of recommendations included within the prior TDA audit.





The review process plays a vital role in ensuring each operator complies with applicable TDA regulations, fulfills its assigned responsibilities, and offers the most effective and efficient transit service(s) possible. This objective assessment will provide assurance the operator has made quantifiable progress toward improving both the efficiency and effectiveness of its performance. If a prior audit recommendation has not been implemented, we will determine the reasons why, and assess if it remains relevant or feasible to implement. Findings and recommendations from prior TDA audits will be discussed within the 2022 audit report.

Moore & Associates also believes it is important to document notable accomplishments, especially with respect to prior audit recommendations, as these demonstrate an operator's commitment to full TDA compliance as well as introducing improvements to its operations and/or administration.

Task 2.3: Verify Performance Indicators

Through a review of performance indicators, our audit team will develop a thorough understanding of the recent performance of the Eastern Sierra Area Agency on Agency (ESAAA). Such indicators can provide insight into current operations as well performance trends across a longer period. Further, information gathered in this task may be used to identify potential issues or concerns that may lead to further examination during the functional review. We anticipate evaluating (at least) the following TDA-mandated performance indicators:

- Operating Cost/Passenger,
- Operating Cost/Vehicle Service Hour,
- Passengers/Vehicle Service Hour,
- Passengers/Vehicle Service Mile,
- Vehicle Service Hours/Employee, and
- Farebox Recovery Ratio.

In addition, our audit team will review supplemental (non-TDA) data and performance indicators we believe to be valuable in evaluating program performance. These may include:

- Operating Cost/Vehicle Service Mile,
- Vehicle Service Miles/Vehicle Service Hour, and
- Average Fare/Passenger.

To ensure the information reflects TDA definitions stipulated in PUC 99247, the audit team will assess the internal controls regarding the collection of performance-related data. The following data collection methods will be used in validating performance measures:

- **Operating Cost:** Operating cost will be validated by verifying that the operator keeps records of transit costs according to the Uniform System of Accounts and Records developed by the State Controller and the California Department of Transportation.
- **Ridership:** Verify the passenger data collection process by obtaining copies of reports that provide a listing of passenger counts for the reporting period being audited.



- **Vehicle Service Hours and Miles:** Following a review of data relating to Vehicle Service Miles and Hours for the audit period, the definition and methodology for calculating Vehicle Service Hours and Vehicle Service Miles will be discussed and reviewed to ensure compliance.
- **Employee Hours:** This metric is one of the most frequently misunderstood and miscalculated elements of a TDA audit. Our audit team will verify all transit-related hours worked by persons employed in connection with the system are captured. This includes employees not directly employed by the operator (such as an operations contractor) as well as hours worked by staff not normally assigned to transit, but who support the transit program (such as financial analysts). In addition, we will ensure the TDA definition of full-time equivalent is used in calculating this metric for the State Controller Reports.
- **Fare Revenue:** Utilize total audited fiscal year fare revenues to calculate the farebox recovery ratio. Our audit team will also review any fare revenue supplement associated with local program funds. The integrity of the revenue data collection process should be tested by (a) dividing total fare revenue by passenger count to obtain an average fare per passenger, (b) sampling fare collection data at its source, and (c) comparing the two figures.

In addition, we will compare performance indicators to those calculated within the prior TDA Triennial Performance Audit for further trend analysis with the goal of identifying potential issues or concerns that may need further examination during the functional review.

Task 2.4: Review Operator Functions

Our audit team will objectively evaluate the operator's functions for consistency with the functional areas presented in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*. The functional review will address seven key functional areas: General Management and Organization; Service Planning; Scheduling, Dispatch, and Operations; Personnel Management and Training; Administration; Marketing and Public Information; and Maintenance.

Operator Functions

General Management & Organization	Service Planning	Scheduling, Dispatch, & Operations	Personnel Management & Training	Administration	Marketing & Public Information	Maintenance
<ul style="list-style-type: none">•Administrative Oversight•Organizational Structure & Reporting•Recent Program Changes & Innovations•Areas of Interest to Management & Board	<ul style="list-style-type: none">•Strategic Planning•Short-Range Planning•Evaluation of Routes•Planning for Special Needs Transportation•Public Participation•Survey of Riders/Non-Riders	<ul style="list-style-type: none">•Assignment of Drivers•Vacation, Absences, & Sick Leave•Assignment of Passengers to Demand-Response Routes•Part-Time and Cover Drivers•Assignment of Vehicles to Routes	<ul style="list-style-type: none">•Recruitment•Motivation•Training & Safety•Discipline•Benefits	<ul style="list-style-type: none">•Budgeting & MIS•Financial & Grants Management•Risk Management•Contract Management•Facility Management•Accounts Payable•Procurement•Revenue Collection & Cash Management•Payroll	<ul style="list-style-type: none">•Marketing & Public Information•Communications with Other Government Agencies	<ul style="list-style-type: none">•Preventive Maintenance•Sufficiency of Facility•Vehicle Condition•Repair Scheduling•Parts Management•Communications with Dispatch•Contracting Out•Providing Maintenance to Other Organizations

Our functional review of the ESAAA will include:

- Interviews with management, staff, and/or Advisory Council members;
- Review of documents (i.e., committee reports, surveys, or transit planning studies);
- Calculation of additional metrics to provide additional insight into respective performance;
- Recommended updates to existing Performance Measurement Standards; and



- Confirmation that goals and objectives reflect the overall mission, vision, and values of the operator as well as guide the service development process.

Task 2.5: Reporting and Presentation

We propose advancing the audit schedule so as to return ESAAA to a more traditional audit schedule that is in compliance with the established deadline of June 30, 2022. The draft triennial performance audit report of the ESAAA will be provided for ICLTC and operator staff review no later than May 30, 2022. Should the operator be able to produce additional information or documentation to warrant removal of a finding, doing so would take place at this time. Following receipt of comments from staff regarding the draft audit, the audit team will incorporate edits, comments, and/or management responses into the report. The final report will be submitted no later than June 30, 2022.

Following the approval of the final draft report, Moore & Associates will prepare a PowerPoint to support a presentation to the ICLTC Board in June 2022. We understand the ICLTC board meets on the third Wednesday of the month at 9:00 a.m.

Task 1 deliverables: Draft triennial performance audit report of the ESAAA by May 30, 2022, final audit report submitted by June 31, 2022, presentation to the ICLTC by June 30, 2022.

Task 3: Triennial Performance Audit of the Eastern Sierra Transit Authority

Task 3.1: Determine Compliance with Statutory and Regulatory Requirements

The audit team will review the ESTA's compliance with applicable sections of the Transportation Development Act California Code of Regulations (July 2018 update). Chapter III of the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities* lists specific operator compliance requirements (such as timely filing of TDA fiscal audits and eligibility to use State Transit Assistance funds for operating purposes) that should be investigated through the use of existing documents as well as interviews with operator staff.

Our audit team will work with ICLTC and ESTA as well as the Mono County Local Transportation Commission to obtain all necessary documents, and will be available to answer questions should any entity need clarification as to the items being requested. Our goal will be to complete the compliance review in advance of the site visit so that any findings regarding potential areas of non-compliance can be discussed at that time. If an indication of potential non-compliance is identified, a finding will be included in the ESTA audit report along with recommendations for resolution.

Task 3.2: Follow-Up on Prior Performance Audit Recommendations

To ensure the Triennial Performance Audit process remains constructive for all parties involved, our audit team will obtain and review key documents from the ESTA to determine the status of recommendations included within the prior TDA audit.

The review process plays a vital role in ensuring the ESTA complies with applicable TDA regulations, fulfills its assigned responsibilities, and offers the most effective and efficient transit service(s) possible. Doing so will provide assurance the ESTA has made quantifiable progress toward improving both the efficiency



and effectiveness of its performance. If a prior audit recommendation has not been implemented, the audit team will determine the reasons why, and assess if it remains relevant or feasible to implement. Findings and recommendations from the prior TDA audit will be discussed within the 2023 audit report.

Task 3.3: Verify Performance Indicators

Through a review of performance indicators, our audit team will develop a thorough understanding of the recent performance of the ESTA to which the Inyo County LTC and Mono County LTC allocate TDA funding. We anticipate evaluating (at least) the following TDA-mandated performance indicators:

- Operating Cost/Passenger,
- Operating Cost/Vehicle Service Hour,
- Passengers/Vehicle Service Hour,
- Passengers/Vehicle Service Mile,
- Vehicle Service Hours/Employee, and
- Farebox Recovery Ratio.

In addition, our audit team will review supplemental (non-TDA) data and performance indicators we believe to be valuable in evaluating program performance. These may include:

- Operating Cost/Vehicle Service Mile,
- Vehicle Service Miles/Vehicle Service Hour, and
- Average Fare/Passenger.

To ensure the information reflects TDA definitions stipulated in PUC 99247, Moore & Associates, Inc. will assess the internal controls regarding the collection of performance-related data as discussed in Task 2.

In addition, we will compare performance indicators to those calculated within the prior TDA Triennial Performance Audit for further trend analysis with the intent of identifying potential issues or concerns that may need further examination during the functional review.

Task 3.4: Review Operator Functions

Our audit team will objectively evaluate each operator function for consistency with those presented in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*. The functional review will address seven key functional areas: General Management and Organization; Service Planning; Scheduling, Dispatch, and Operations; Personnel Management and Training; Administration; Marketing and Public Information; and Maintenance.





Operator Functions

General Management & Organization	Service Planning	Scheduling, Dispatch, & Operations	Personnel Management & Training	Administration	Marketing & Public Information	Maintenance
<ul style="list-style-type: none">•Administrative Oversight•Organizational Structure & Reporting•Recent Program Changes & Innovations•Areas of Interest to Management & Board	<ul style="list-style-type: none">•Strategic Planning•Short-Range Planning•Evaluation of Routes•Planning for Special Needs Transportation•Public Participation•Survey of Riders/Non-Riders	<ul style="list-style-type: none">•Assignment of Drivers•Vacation, Absences, & Sick Leave•Assignment of Passengers to Demand-Response Routes•Part-Time and Cover Drivers•Assignment of Vehicles to Routes	<ul style="list-style-type: none">•Recruitment•Motivation•Training & Safety•Discipline•Benefits	<ul style="list-style-type: none">•Budgeting & MIS•Financial & Grants Management•Risk Management•Contract Management•Facility Management•Accounts Payable•Procurement•Revenue Collection & Cash Management•Payroll	<ul style="list-style-type: none">•Marketing & Public Information•Communications with Other Government Agencies	<ul style="list-style-type: none">•Preventive Maintenance•Sufficiency of Facility•Vehicle Condition•Repair Scheduling•Parts Management•Communications with Dispatch•Contracting Out•Providing Maintenance to Other Organizations

Our functional review of the ESTA will include:

- Interviews with management, staff, and/or members of the governing body;
- Review of documents (i.e., committee reports, surveys, or transit planning studies);
- Calculation of additional metrics to provide additional insight into respective performance;
- Recommended updates to existing Performance Measurement Standards; and
- Confirmation that goals and objectives reflect the overall mission, vision, and values of the operator as well as guide the service development process.

Task 3.5: Reporting and Presentation

We propose advancing the audit schedule so as to return ESTA to a more traditional audit schedule that is in compliance with the established deadline of June 30, 2023. The draft triennial performance audit report of the ESAAA will be provided for ICLTC and operator staff review no later than April 30, 2023. Should the operator be able to produce additional information or documentation to warrant removal of a finding, doing so would take place at this time. Following receipt of comments from staff regarding the draft audit, the audit team will incorporate edits, comments, and/or management responses into the report. The final report will be submitted no later than June 30, 2023.

Following the approval of the final draft report, Moore & Associates will prepare a PowerPoint to support a presentation to the ESTA Board during its monthly meeting in June 2023. ESTA meets the first Friday of each month.

Task 1 deliverables: Draft triennial performance audit report of the ESTA by April 30, 2023, final audit report submitted by June 30, 2023, presentation to the ESTA Board by June 30, 2023.



Proposed Project Schedule

2022 TASKS	March				April				May				June				
	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27
Task 1: Triennial Performance Audits of the Inyo County Local Transportation Commission																	
Task 1.1: Determine Compliance with Legal and Regulatory Requirements																	
Task 1.2: Follow Up on Prior Performance Audit Recommendations																	
Task 1.3: Review RTPA Functions																	
Task 1.4: Reporting & Presentation																	
Task 2: Triennial Performance Audit of the Eastern Sierra Area Agency on Aging (ESAAA)																	
Task 2.1: Determine Compliance with Statutory and Regulatory Requirements																	
Task 2.2: Follow Up on Prior Performance Audit Recommendations																	
Task 2.3: Verify Performance Indicators																	
Task 2.4: Review of Operator Functions																	
Task 2.5: Reporting & Presentation																	
PROJECT MILESTONES																	
<i>Notice to Proceed</i>																	
<i>Kickoff meeting</i>																	
<i>Monthly Progress Report</i>																	
<i>Data collection</i>																	
<i>Virtual site visits</i>																	
<i>LTC and ESAAA administrative draft delivered</i>																	
<i>LTC and ESAAA final performance audit report delivered</i>																	
<i>Presentation(s)</i>																	



2023 TASKS	February				March				April				May				June				
	6	13	20	27	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26
Task 3: Triennial Performance Audit of the Eastern Sierra Transit Authority (ESTA)																					
Task 3.1: Determine Compliance with Statutory and Regulatory Requirements																					
Task 3.2: Follow Up on Prior Performance Audit Recommendations																					
Task 3.3: Verify Performance Indicators																					
Task 3.4: Review of Operator Functions																					
Task 3.5: Reporting & Presentation																					
PROJECT MILESTONES																					
<i>Kickoff meeting</i>																					
<i>Monthly Progress Report</i>																					
<i>Data collection</i>																					
<i>In-person site visit</i>																					
<i>ESTA administrative draft delivered</i>																					
<i>ESTA final performance audit report delivered</i>																					
<i>Presentation to ESTA Board</i>																					



Section 3 | Project Management

We propose [Kathy Chambers](#) as our audit project manager. She will be directly involved in every aspect of the associated work, ensuring all team members meet the established schedule and that all project deliverables are completed and accurate.

Effective project management is the key to a successful project outcome. It ensures the four project constraints of scope, time/schedule, cost, and quality are kept in balance throughout the course of the engagement. Each Moore & Associates' project manager is responsible for planning, organizing, motivating, and controlling the resources, processes, and protocols necessary for achieving a project's specific goals.

To support our proposed project management approach, Moore & Associates will utilize Basecamp, an easy-to-use web-based project collaboration tool which is provided at no-cost to our clients. Basecamp allows us to monitor task progress in real-time, assign resources effectively, and keep tabs on the project schedule. It ensures transparent communication between project team and client so that there are no surprises.



Our project manager will remain accountable throughout the entire project duration to ensure the ICLTC's project manager is kept up to date on all key aspects of the project. Our project team meets frequently to discuss all project elements and plan necessary actions. Upon identification of priority tasks, we will update the project Basecamp account, thereby providing the Commission's project manager with real-time access to all project materials. Should any question arise from our anticipated tasks, they may be submitted via the same Basecamp account, further maintaining complete transparency and open communication.

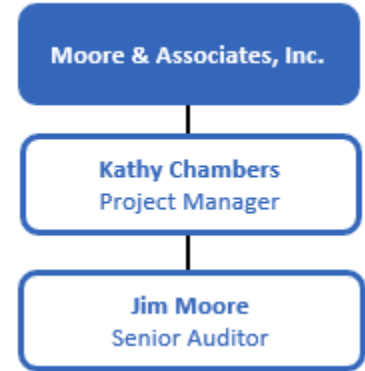
In addition to real-time status updates available through the Basecamp platform, we propose to conduct project status teleconferences with ICLTC's project manager on an as-needed basis to provide project status updates, recent tasks completed, as well as upcoming project tasks inclusive of anticipated staff assistance.



Section 4 | Consultant Staff

Project Team

Given the insight and dedication required to conduct this engagement, we propose **Kathy Chambers** as Project Manager and **Jim Moore** as Senior Auditor. Moore & Associates' personnel selected for this project were chosen not only for their experience completing successful triennial performance audits, but also for their specialized insight into public transportation. Collectively, they have successfully completed more than 250 Triennial Performance Audits in California. They are seasoned professionals, well-versed in the industry terminology, best practices, and operational standards needed to develop recommendations for enhanced service efficiency and effectiveness.



Kathy Chambers, an experienced performance auditor, will serve as project manager. Kathy will lead all tasks by coordinating work assignments and ensuring all project deliverables are of the highest quality. Kathy recently served successfully as project manager for TDA audits of the Alpine County Local Transportation Commission, Butte County Association of Governments, El Dorado County Transportation Commission, Fresno Council of Governments, Imperial County Transportation Commission, Kern Council of Governments, Kings County Association of Governments, Lake City/Council APC, Madera County Transportation Commission, Modoc County Transportation Commission, Nevada County Transportation Commission, Sacramento Area Council of Governments, San Benito Council of Governments, San Joaquin Council of Governments, Shasta Regional Transportation Agency, Stanislaus Council of Governments, Tulare County Association of Governments, and Ventura County Transportation Commission. She is intimately familiar with TDA compliance requirements, and strives to guide clients through a successful audit by remaining available to answer questions and address potential concerns via telephone, email, and the Basecamp project management software.

Jim Moore, our firm's founder, possesses more than 30 years of high-profile transportation experience gained in both the public and private sectors. Jim's experience includes performance audits, service planning, and project management for more than 200 public transportation organizations throughout the western United States, including triennial performance audit. Among his recent TDA audit assignments are the Fresno Council of Governments, Imperial County Transportation Commission, Kern Council of Governments, Kings County Association of Governments, Madera County Transportation Commission, Nevada County Transportation Commission, Sacramento Area Council of Governments, San Joaquin Council of Governments, Shasta Regional Transportation Agency, Stanislaus Council of Governments, Tulare County Association of Governments.

Resumes for project team are provided on the following pages.



Guarantees

We affirm all key personnel proposed for this project have sufficient capacity and availability to complete this project within the proposed timeframe and budget. **As such, we also offer the Inyo County Local Transportation Commission the following guarantees:**

- No person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the ICLTC’s project manager.
- The quality of all deliverables will meet the ICLTC’s standards as well as TDA requirements.
- All deadlines agreed upon at project initiation will be met.

Personnel Effort and Project Responsibilities

The matrix provided below illustrates the project effort and person hours for each Moore & Associates’ staffer assigned to this project, as well as specific areas of responsibility.

	Task 1	Task 2	Task 3	Total	Specific Responsibilities
Kathy Chambers	40	54	58	152	Project initiation, compliance assessment, data analysis, site visits, functional reviews, findings, report preparation, and presentations.
Jim Moore	38	46	50	134	Follow-up on prior recommendations, site visits, functional reviews, findings, and report preparation.
Administrative Staff	8	10	12	30	Data collection and follow-up. Miscellaneous support.
Total	86	110	120	316	



Resumes

Kathy Chambers

Project Role

- Project Manager
- Lead Auditor

Professional Involvement

- California Association for Coordinated Transportation (CalACT)
- Association for Coordinated Transportation

Performance audit experience

- Alpine County Local Transportation Commission (RTPA, Alpine County).
- Butte Council of Governments (RTPA, City of Gridley, Butte Regional Transit).
- El Dorado County Transportation Commission (RTPA, El Dorado County Transit Authority).
- Fresno Council of Governments (RTPA, City of Clovis, City of Fresno, Fresno County Rural Transit Agency, Fresno County Economic Opportunities Commission).
- Imperial County Transportation Commission (RTPA, Imperial County, the Imperial Irrigation District, Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial, and Westmorland).
- Kern Council of Governments (cities of Arvin, California City, Delano, McFarland, Ridgecrest, Shafter, Taft, Tehachapi, and Wasco; North of the River CTSA; Kern Transit; Golden Empire Transit; and RTPA).
- Kings County Association of Governments (City of Corcoran, Kings County Area Public Transit Agency, and RTPA).
- Lake City/County Area Planning Council (Lake Transit Authority and Lake APC as RTPA).
- Los Angeles County Metropolitan Transportation Authority (LACMTA as RTPA and operator as well as 21 additional operators).
- Madera County Transportation Commission (Chowchilla Area Transit Express; Madera Area Express; Madera County Connection; City of Madera Dial-A-Ride; Eastern Madera County Escort/Senior Bus; and RTPA).
- Modoc County Transportation Commission (RTPA, Modoc Transportation Agency).
- Nevada County Transportation Commission (RTPA, County of Nevada, and Town of Truckee).
- Orange County Transportation Authority (OCTA as RTPA; Orange County Transit District and Laguna Beach as operators).
- Placer County Transportation Planning Agency (cities of Auburn, Lincoln, and Roseville; Placer County Transit; CTSA; and RTPA).
- Sacramento Area Council of Governments (Sacramento Regional Transit and Paratransit, Inc.).
- San Benito Council of Governments (San Benito LTA and RTPA).
- San Joaquin Council of Governments (cities of Lodi, Ripon, and Tracy; San Joaquin RTD; Regional Rail Commission; and RTPA).
- Santa Cruz County Regional Transportation Commission (including RTPA and Santa Cruz MTD).
- Shasta Regional Transportation Agency (RTPA and Redding Area Bus Authority).
- Stanislaus Council of Governments (cities of Ceres, Modesto, and Turlock; ROTA; County of Stanislaus; and RTPA).
- Tulare County Association of Governments (cities of Dinuba, Exeter, Porterville, Tulare, Visalia, and Woodlake; County of Tulare; and TCAG).
- Ventura County Transportation Commission (cities of Camarillo, Moorpark, Ojai, Simi Valley, and Thousand Oaks; County of Ventura; Gold Coast Transit District; Valley Express; and RTPA).



Jim Moore

Project Role

- Senior Auditor

Professional Involvement

- Community Transportation Association of America (CTAA)
- California Association for Coordinated Transportation (CalACT)

Performance audit experience

- Alpine County Local Transportation Commission (RTPA, Alpine County).
- Butte Council of Governments (RTPA, City of Gridley, Butte Regional Transit).
- Fresno Council of Governments (RTPA, City of Clovis, City of Fresno, Fresno County Rural Transit Agency, Fresno County Economic Opportunities Commission).
- Imperial Valley Association of Governments (cities of Brawley, Calexico, and El Centro; Imperial Valley Transit; AIM Transit; West Shores Dial-A-Ride; and Med-Express).
- Kern Council of Governments (cities of Arvin, California City, Delano, McFarland, Ridgecrest, Shafter, Taft, Tehachapi, and Wasco; North of the River CTSA; Kern Regional Transit; Golden Empire Transit; and Kern COG).
- Kings County Association of Governments (City of Corcoran, Kings County Area Public Transit Agency, and RTPA).
- Los Angeles County Metropolitan Transportation Authority (LACMTA as RTPA as well as 21 transit operators)
- Madera County Transportation Commission (Chowchilla Area Transit Express; Madera Area Express; Madera County Connection; City of Madera Dial-A-Ride; Eastern Madera County Escort/Senior Bus; and MCTC).

- Nevada County Transportation Commission (RTPA, County of Nevada, and Town of Truckee).
- Orange County Transportation Authority (Orange County Transportation Authority as the RTPA; Orange County Transit District and Laguna Beach as operators).
- Placer County Transportation Planning Agency (cities of Auburn, Lincoln, and Roseville; Placer County Transit; CTSA; and PCTPA).
- Sacramento Area Council of Governments (Sacramento Regional Transit and Paratransit, Inc.).
- San Joaquin Council of Governments (cities of Lodi and Ripon; San Joaquin RTD; Regional Rail Commission; and SJCOG).
- San Luis Obispo Council of Governments (San Luis Obispo Regional Transit Authority, City of Paso Robles, South County Area Transit, and SLOCOG).
- Santa Cruz County Regional Transportation Commission (including RTPA and Santa Cruz MTD).
- Stanislaus Council of Governments (cities of Ceres, Modesto, and Turlock; County of Stanislaus; and RTPA).
- Transportation Agency for Monterey County (cities of Greenfield, King, and Soledad; Monterey-Salinas Transit; and Transportation Agency for Monterey County).
- Tulare County Association of Governments (cities of Dinuba, Exeter, Porterville, Tulare, Visalia, and Woodlake; County of Tulare; and TCAG).



Section 5 | Consultant Qualifications and References

Established in 1991, Moore & Associates, a certified small business with the State of California DGS office, consults in the areas of performance and management audits, service evaluation and design, and marketing exclusively to public transportation organizations throughout the western United States. The firm has a proven track record of successfully assisting public entities with Triennial Performance Audits that are not only fully compliant with TDA guidelines, but also present practical and sustainable recommendations specifically tailored to the needs and realities of each organization, whether RTPA or transit operator.



Moore & Associates' unique advantage is the ability to look at the bigger picture, given it has been a part of more than just the audit process. Our firm's considerable experience regarding strategic planning, transit management, and other integral elements of public transportation provision provides a depth of insight that cannot be obtained from merely reviewing reports or looking at performance indicators. Moore & Associates' work has covered all public transportation modes, ranging from large multi-modal metropolitan transportation organizations such as Los Angeles Metro and Sacramento RT to modest rural demand-response programs. We understand public transit from multiple perspectives, including as planners, operators, and riders. Therefore, our recommendations will take into account the unique characteristics of a service/planning area, including its opportunities and challenges.

We have assisted more than 250 public transportation clients, including recent performance audit work for the Alpine County Local Transportation Commission, Butte County Association of Governments, El Dorado County Transportation Commission, Fresno Council of Governments, Imperial County Transportation Commission, Kern Council of Governments, Kings County of Government, Lake County/City Area Planning Council, Los Angeles County Metropolitan Transportation Authority, Madera County Transportation Commission, Modoc County Transportation Commission, Nevada County Transportation Commission, Orange County Transportation Authority, Placer County Transportation Planning Agency, Plumas County Transportation Commission, Sacramento Area Council of Governments, San Benito Council of Governments, San Joaquin Council of Governments, Shasta Regional Transportation Agency, Stanislaus Council of Governments, Transportation Agency for Monterey County, Tulare County Association of Governments, and Ventura County Transportation Commission. These audits were completed in full compliance with the California TDA, and the majority have included both RTPA and transit operator components.

As requested in the Request for Proposals, two samples of our reports on closely related projects are provided electronically.



References

San Joaquin Council of Governments

Triennial Performance Audits

Gracie Orosco, Chief Accountant

555 E. Weber Ave., Stockton, CA 95202

209.235.0454



Duration: June 2021 – March 2022

In 2021, Moore & Associates was selected by the San Joaquin Council of Governments to conduct the FY18 – FY21 Triennial Performance Audits of itself, as the designated Regional Transportation Planning Agency, and each of the county's transit operators: City of Escalon, City of Lodi, City of Manteca, City of Ripon, City of Tracy, San Joaquin Regional Rail Commission, and San Joaquin Regional Transit District. Tasks of the audit included determining compliance with statutory and regulatory requirements, status of prior performance audit recommendations, verification of performance indicators, and a review of operator functions. The audits not only fulfilled the requirements of the TDA with respect to SJCOG as the RTPA, but also provided a continuing assessment of productivity and TDA compliance for the operators. Moore & Associates was also selected to conduct SJCOG's TDA audits in 2018.

KEY STAFF: Kathy Chambers (Project Manager), Jim Moore (Senior Auditor).

Stanislaus Council of Governments

Triennial Performance Audits

Karen (Kincy) Dunger, Manager of Financial Services

1111 I Street, Modesto, CA 95354

209.525.4640



Duration: June 2021– March 2022

In 2021, Moore & Associates was selected by the Stanislaus Council of Governments to conduct the FY18 – FY21 Triennial Performance Audits of itself, as the designated Regional Transportation Planning Agency, and of the county's transit operators: the Cities of Ceres, Modesto, and Turlock; County of Stanislaus; and Stanislaus Regional Transit Authority. Moore & Associates presented recommendations to assist StanCOG and the transit operators by improving progress toward their respective transportation goals. The audits fulfill the requirements of the TDA with respect to StanCOG as the RTPA while also recommending productivity improvements for the operators. County-wide, compliance findings pertained to STA eligibility, while functional findings focused on accurate data reporting and the need to include a farebox compliance element in TDA fiscal audits. Audits will be completed on schedule and within the stipulated budget. Moore & Associates was also selected to conduct StanCOG's TDA audits in 2019.

KEY STAFF: Kathy Chambers (Project Manager), Jim Moore (Senior Auditor).



Fresno Council of Governments

Triennial Performance Audits

Jennifer Soliz, Associate Regional Planner
2035 Tulare Street, Suite 201, Fresno, CA 93721
559.233.4148



Duration: October 2021 – May 2022

During 2021, Moore & Associates was selected by the Fresno Council of Governments to conduct the FY 2018/19 – FY 2019/20 Triennial Performance Audits of itself, as the designated Regional Transportation Planning Agency, and of the county's transit operators: the cities of Clovis and Fresno; Fresno County Rural Transit Agency, and Fresno Economic Opportunities Commission. The audits fulfill the requirements of the TDA with respect to Fresno COG as the RTPA while also providing for future productivity improvements and TDA compliance improvements for the operators. Moore & Associates was also selected to prepare Fresno COG's TDA Triennial Performance Audits in 2018.

KEY STAFF: Kathy Chambers (Project Manager), Jim Moore (Senior Auditor).

Modoc County Transportation Commission

Triennial Performance Audits

Niki Lemke, Chief Fiscal Officer
108 S. Main St., Alturas, CA 96101
530.233.6410



Duration: June 2021 – December 2021

In 2021, Moore & Associates was selected by the Modoc County Transportation Commission to conduct the FY18 - FY21 Triennial Performance Audits of itself, as the designated Regional Transportation Planning Agency, and the county's transit operator, Modoc Transportation Agency. Tasks of the audit included determining compliance with statutory and regulatory requirements, status of prior performance audit recommendations, verification of performance indicators, and a review of operator functions. The audits not only fulfilled the requirements of the TDA with respect to MCTC as the RTPA, but also provided a continuing assessment of productivity and TDA compliance for the operator.

KEY STAFF: Kathy Chambers (Project Manager).



Kings County Association of Governments

Triennial Performance Audits

Teresa Nickell, Regional Planner

339 W. D Street, Suite B, Lemoore, CA 93245

559.852.2657



Duration: September 2021– May 2022

In 2019, Moore & Associates was selected by the Kings County Association of Governments to conduct the FY 2016 – FY 2018 Triennial Performance Audits of itself, as the designated Regional Transportation Planning Agency, and of the county's transit operators: Kings County Area Public Transit Agency (KCAPTA) and the City of Corcoran. Moore & Associates presented recommendations to assist KCAG and the transit operators by improving progress toward their respective transportation goals. Audits were completed on schedule and within the stipulated budget. The audits fulfilled the requirements of the TDA with respect to KCAG as the RTPA while also recommending productivity improvements for transit operators. Moore & Associates was subsequently selected to prepare KCAG's FY 2019 – FY 2021 TDA Triennial Performance Audits, which is currently in progress.

KEY STAFF: Kathy Chambers (Project Manager), Jim Moore (Senior Auditor).

Nevada County Transportation Commission

Triennial Performance Audits

Dan Landon, Executive Advisor

101 Providence Mine Road, Suite 102, Nevada City, CA 95959

530.265.3202



Duration: October 2018 – May 2019

In 2019, Moore & Associates was selected by the Nevada County Transportation Commission to conduct the FY 2015/16 – FY 2017/18 Triennial Performance Audits of itself, as the designated Regional Transportation Planning Agency, and of the county's transit operators: County of Nevada (Gold Country Stage and Gold Country Lift) and Town of Truckee. Moore & Associates developed recommendations to assist NCTC and the transit operators by improving progress toward their respective transportation goals. Audits were completed on schedule and within the stipulated budget. The audits fulfilled the requirements of the TDA with respect to NCTC as the RTPA while also recommending productivity improvements for the operators. Compliance findings tended to be administrative in nature and should be easily addressed prior to the next audit. Functional findings focused primarily on more effective program documentation.

KEY STAFF: Kathy Chambers (Project Manager), Jim Moore (Senior Auditor).



Section 6 | Contract

Moore & Associates, Inc. has no concerns regarding entering into the County of Inyo Standard Contract No. 113 included within the Request for Proposals. Moore & Associates is also able to comply with all the insurance requirements set forth in the *Terms and Conditions*, as discussed in the RFP.



Section 7 | Price Proposal

Labor Expenses			Task 1: RTPA Audit								Task 1 Total	
			Task 1.1		Task 1.2		Task 1.3		Task 1.4			
Title	Name	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
PROJECT MANAGER	Kathy Chambers	\$65.00	8	\$520.00	4	\$260.00	12	\$780.00	16	\$1,040.00	40	\$2,600.00
SENIOR AUDITOR	Jim Moore	\$70.00	6	\$420.00	4	\$280.00	16	\$1,120.00	12	\$840.00	38	\$2,660.00
ADMINISTRATIVE STAFF		\$25.00	2	\$50.00	0	\$0.00	2	\$50.00	4	\$100.00	8	\$200.00
Subtotal, Direct Labor			16	\$990.00	8	\$540.00	30	\$1,950.00	32	\$1,980.00	86	\$5,460.00
Burden and Overhead			88%	\$871.20	\$475.20	\$1,716.00	\$1,742.40					
Total Labor				\$1,861.20	\$1,015.20	\$3,666.00	\$3,722.40					
Direct Costs												
TRAVEL				\$0.00	\$0.00	\$0.00	\$0.00					
PRINTING/PRODUCTION				\$0.00	\$0.00	\$0.00	\$250.00					
Total Direct Costs				\$0.00	\$0.00	\$0.00	\$500.00					
TOTAL COST				\$1,861.20	\$1,015.20	\$3,666.00	\$4,222.40					

Labor Expenses			Task 2: ESAAA Operator Audit										Task 2 Total	
			Task 2.1		Task 2.2		Task 2.3		Task 2.4		Task 2.5			
Title	Name	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
PROJECT MANAGER	Kathy Chambers	\$65.00	8	\$520.00	4	\$260.00	12	\$780.00	14	\$910.00	16	\$1,040.00	54	\$3,510.00
SENIOR AUDITOR	Jim Moore	\$70.00	6	\$420.00	4	\$280.00	4	\$280.00	20	\$1,400.00	12	\$840.00	46	\$3,220.00
ADMINISTRATIVE STAFF		\$25.00	2	\$50.00	0	\$0.00	2	\$50.00	2	\$50.00	4	\$100.00	10	\$250.00
Subtotal, Direct Labor			16	\$990.00	8	\$540.00	18	\$1,110.00	36	\$2,360.00	32	\$1,980.00	110	\$6,980.00
Burden and Overhead			88%	\$871.20	\$475.20	\$976.80	\$2,076.80	\$1,742.40						
Total Labor				\$1,861.20	\$1,015.20	\$2,086.80	\$4,436.80	\$3,722.40						
Direct Costs														
TRAVEL				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
PRINTING/PRODUCTION				\$0.00	\$0.00	\$0.00	\$0.00	\$250.00						
Total Direct Costs				\$0.00	\$0.00	\$0.00	\$0.00	\$500.00						
TOTAL COST				\$1,861.20	\$1,015.20	\$2,086.80	\$4,436.80	\$4,222.40						



INYO COUNTY LOCAL TRANSPORTATION COMMISSION
TRIENNIAL PERFORMANCE AUDITS
 Technical Proposal
 March 7, 2022

Labor Expenses			Task 3: ESTA Operator Audit										Task 3 Total	
			Task 3.1		Task 3.2		Task 3.3		Task 3.4		Task 3.5			
Title	Name	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
PROJECT MANAGER	Kathy Chambers	\$65.00	8	\$520.00	4	\$260.00	12	\$780.00	14	\$910.00	20	\$1,300.00	58	\$3,770.00
SENIOR AUDITOR	Jim Moore	\$70.00	6	\$420.00	4	\$280.00	6	\$420.00	20	\$1,400.00	14	\$980.00	50	\$3,500.00
ADMINISTRATIVE STAFF		\$25.00	2	\$50.00	0	\$0.00	2	\$50.00	4	\$100.00	4	\$100.00	12	\$300.00
Subtotal, Direct Labor			16	\$990.00	8	\$540.00	20	\$1,250.00	38	\$2,410.00	38	\$2,380.00	120	\$7,570.00
Burden and Overhead		88%		\$871.20		\$475.20		\$1,100.00		\$2,120.80		\$2,094.40		\$6,661.60
Total Labor				\$1,861.20		\$1,015.20		\$2,350.00		\$4,530.80		\$4,474.40		\$14,231.60
Direct Costs														
TRAVEL				\$0.00		\$0.00		\$0.00		\$1,100.00		\$500.00		\$1,600.00
PRINTING/PRODUCTION				\$0.00		\$0.00		\$0.00		\$0.00		\$250.00		\$250.00
Total Direct Costs				\$0.00		\$0.00		\$0.00		\$1,100.00		\$500.00		\$1,850.00
TOTAL COST				\$1,861.20		\$1,015.20		\$2,350.00		\$5,630.80		\$4,974.40		\$16,081.60

Labor Expenses			Project Total	
Title	Name	Rate	Hours	Cost
PROJECT MANAGER	Kathy Chambers	\$65.00	152	\$9,880.00
SENIOR AUDITOR	Jim Moore	\$70.00	134	\$9,380.00
ADMINISTRATIVE STAFF		\$25.00	30	\$750.00
Subtotal, Direct Labor			316	\$20,010.00
Burden and Overhead		88%		\$17,608.80
Total Labor				\$37,618.80
Direct Costs				
TRAVEL				\$1,600.00
PRINTING/PRODUCTION				\$750.00
Total Direct Costs				\$2,350.00
TOTAL COST				\$39,968.80



Appendix A | Sample Reports

As requested in the Request for Proposals, two samples of recent TDA Triennial Performance Audit reports are provided electronically on the accompanying USB drive.

- Madera County Transportation Commission, Triennial Performance Audit, 2021.
- Town of Truckee, Triennial Performance Audit, 2019.



Appendix B | Small Business Documentation



Certification ID: 23183

Legal Business Name	Address
MOORE & ASSOCIATES INC	25852 McBean Pkwy
Doing Business As (DBA) Name1	#187
MOORE & ASSOCIATES INC	VALENCIA
Doing Business As (DBA) Name2	CA 91355
Office Phone Number	Email:
661/253-1277	info@moore-associates.net
Business Fax Number	Total Number of Employees
661/253-1208	8
Business Web Address	Business Types
http://www.moore-associates.net	Service
Service Areas	
Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba	
View Keywords	View Classifications

Active Certifications

[More Help](#)

Certification Type	Status	From	To
SB(Micro)	Approved	05/14/2019	05/31/2022

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, 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 _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of _____ Dollars and _____ cents (\$ _____) for performance of all of the services and completion of all of the work described in Attachment **A**.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed _____ Dollars and _____ cents (\$ _____) (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. NONDISCRIMINATION.

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

13. ASSIGNMENT.

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

14. DEFAULT.

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

15. WAIVER OF DEFAULT.

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

16. CONFIDENTIALITY.

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

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

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

17. CONFLICTS.

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

18. POST AGREEMENT COVENANT.

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

19. SEVERABILITY.

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

20. FUNDING LIMITATION.

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

21. AMENDMENT.

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

22. NOTICE.

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

County of Inyo

_____ Department
Address
City and State

Contractor:

_____ Name
Address
City and State

23. ENTIRE AGREEMENT.

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

#

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

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: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

COUNTY OF INYO
REQUEST FOR PROPOSALS



To complete Triennial Performance Audits of 1) the Inyo County Local Transportation Commission, 2) the Eastern Sierra Transit Authority, and 3) the Eastern Sierra Area Agency on Aging

Deadline for Submission: March 7, 2022

County of Inyo
Public Works Department
P.O. Drawer Q, 168 N. Edwards St.
Independence, California 93526

REQUEST FOR PROPOSALS

INTRODUCTION

The Inyo County Local Transportation Commission (ICLTC) is the Regional Transportation Planning Agency (RTPA) for Inyo County. On behalf of the ICLTC, the County of Inyo (Inyo County), through its Public Works Department, seeks to obtain an independent contractor/consultant with expertise in RTPA's, transportation planning, transit planning, and the Transportation Development Act to complete 1) a Triennial Performance Audit of the ICLTC, covering the three-year period starting on July 1, 2018 and ending on June 30, 2021; 2) a Triennial Performance Audit of the Eastern Sierra Area Agency on Aging (ESAAA), covering the three-year period starting on July 1, 2018 and ending June 30, 2021; and 3) a Triennial Performance Audit of the Eastern Sierra Transit Authority (ESTA), covering the three-year period starting on July 1, 2019 and ending on June 30, 2022.

The ICLTC has allocated TDA revenues to ESAAA as a human services transit agency since ESAAA's creation in 2012.

ESTA is the public transportation operator in Inyo and Mono Counties and receives Transportation Development Act (TDA) funding from both the ICLTC and the Mono County Local Transportation Commission (MCLTC). The audits will cover the entirety of the ESTA service area. The MCLTC will cover half of the cost of ESTA's audit.

SETTING

Inyo County is located near the center of California (from north to south). The western edge of the county is the crest of the Sierra Nevada and the east edge is the State of Nevada. Inyo County is a large, rural county. Most of the population of the county is located close to U.S. Highway 395 in the Owens Valley.

ICLTC

The ICLTC was established pursuant to State Government Code Section 29535 on July 12, 1972, by resolutions of the Inyo County Board of Supervisors and the Bishop City Council. This entity was then designated as the transportation planning agency for Inyo County by the State Secretary of the Business, Transportation and Housing Agency.

The ICLTC is authorized to act as the lead transportation planning and administrative agency for transportation projects and programs in Inyo County. It is intended that the coordinated efforts of City, County and State level representatives and their technical staff, through the ICLTC, will implement appropriate solutions to address overall County transportation needs. The primary duties of the ICLTC consist of the following:

1. Administration of Transportation Development Act (TDA) funds.
2. Development and implementation of the Inyo County Regional Transportation Plan (RTP).
3. Preparation and implementation of the annual Overall Work Program (OWP).
4. Review and comment on the State Transportation Improvement Program (STIP).

5. The ICLTC is responsible for the preparation of the Regional Transportation Improvement Program (RTIP), in collaboration with Caltrans, and submitted for adoption by the California Transportation Commission (CTC).
6. Review and prioritize grant applications for various funding programs.

The ICLTC membership consists of three representatives appointed by the Inyo County Board of Supervisors and three representatives appointed by the Bishop City Council. Terms of office shall be as designated by the Inyo County Board of Supervisors and the Bishop City Council. The designating authority, for each regular member it appoints, may designate an alternate representative to serve in place of the regular member when that party is absent or disqualified from participating in a meeting of the commission.

The Executive Director of the ICLTC is appointed by the Inyo County Board of Supervisors. The Executive Director is responsible for the general administration of ICLTC activities. The ICLTC Secretary is appointed by the Executive Director to maintain records, including meeting minutes and project files and to assist staff in preparation and dissemination of public notices, agendas, agenda packets and other official business. Technical (engineering, legal and planning) staffing services for the ICLTC are provided by Inyo County and the City of Bishop as needed.

ESAAA

ESAAA uses TDA funding to provide rides to individuals who are physically or logistically unable to use regular public transportation to obtain essential services such as medical appointments, grocery shopping, pharmacy and day care services. These individuals need transportation and assistance from the driver to find the out-of-town medical facility, purchase and carry groceries into the house, enter and exit the vehicle, etc. Based on individual needs, services are provided by Inyo County staff using program vehicles to residents through Inyo County. ESAAA provides short and long distance medical trips and regularly scheduled errand/shopping trips. ESAAA Site Coordinators assess individuals, plan trips and maintain records.

ESTA

In 2006, Inyo and Mono counties together with the City of Bishop and the Town of Mammoth Lakes entered into a Joint Powers Agreement (JPA) to form the Eastern Sierra Transit Authority (ESTA). ESTA assumed operating responsibility for transit service in the two-county area on July 1, 2007. ESTA is built on the foundation of Inyo-Mono Transit, an agency that was administered by Inyo County. The ESTA governing board consists of two elected officials from each of the member entities; the City of Bishop, County of Inyo, Town of Mammoth Lakes and the County of Mono.

Since the creation of ESTA, Transportation Development Act funds flowing to the Inyo and Mono County Local Transportation Commissions have not been allocated to local streets and roads. ESTA is the primary public transit service in both Inyo and Mono Counties and provides regional fixed route service; local fixed route service in Mammoth Lakes; Dial-a-Ride service in Lone Pine, Bishop, Mammoth Lakes, and Walker; seasonal recreation shuttle service in the Mammoth Lakes area; vanpool service tailored to meet the needs of work commuters; and inter-city service that reaches as far north as Reno, NV and as far south as Lancaster.

ESTA is the only year-round provider of inter-regional public transportation for the entire Eastern Sierra region. Yosemite Area Regional Transit System (YARTS) provides inter-regional services

during the summer between Mono County and destinations in Yosemite and the western slope of the Sierra Nevada. ESTA operates local and interregional bus routes on schedules that are adjusted seasonally.

SCOPE OF WORK

I. Triennial Performance Audits of the Inyo County Local Transportation Commission

The Consultant shall provide RTPA auditing and analysis services and shall prepare Triennial Performance Audits of the ICLTC for the periods of July 1, 2018 through June 30, 2021. This project is further described below.

The Triennial Performance Audit must satisfy the requirements set forth in Section 99246 of the Public Utilities Code. The performance audit is to cover the three-year period.

The consultant will be required to review and determine the Inyo County Local Transportation Commission's compliance with applicable sections of the California Code of Regulations. At a minimum, the Code Sections for which compliance is to be verified are those specified within the most recent version of the "Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities," published by the California Department of Transportation. Should the consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report. The consultant must then prescribe a recommended course to correct the instances of non-compliance.

Required Deliverables and Timeline:

- **Administrative Draft Triennial Performance Audit Report**
 1. The report should include a statement of the audit objectives and a description of the audit scope and methodology and should, at minimum, include:
 - A full discussion of the audit findings and the auditor's conclusions;
 - The cause of any problem areas noted in the audit;
 - Recommendations for actions to correct the problem areas and to improve operations, when called for by the audit objectives;
 - A statement that the audit was made in accordance with generally accepted government auditing standards and disclose when applicable standards were not followed;
 - Significant internal controls that were assessed, the scope of the auditor's assessment work, and any significant weaknesses found during the audit;
 - Notation of all significant instances of noncompliance and abuse and all indications or instances of illegal acts that could result in criminal prosecution that were found during or in connection with the audit;
 - Pertinent views of responsible officials of the organization, program, activity, or function audited concerning the auditor's findings, conclusions and recommendations, and what corrective action is recommended;
 - A description of any noteworthy accomplishments, particularly when management improvements in one area may be applicable elsewhere;
 - A listing of any significant issues needing further study and consideration; and

- A statement about any pertinent information that was omitted because it is deemed privileged or confidential. The nature of such information should be described, and the basis under which it is withheld should be stated.
- **Final Triennial Performance Audit Report**
- **The final report must be delivered no later than August 31, 2022.**
- The auditor will retain all work-papers and records for a minimum period of three (3) years from the date the final audit report is accepted. All such documents shall be the property of Inyo County and made available upon request to Inyo County, ICLTC, and federal and state grantor agencies during normal business hours.

II. Triennial Performance Audit of the Eastern Sierra Area Agency for Aging (ESAAA)

The Consultant shall provide TDA auditing and analysis services and shall prepare Triennial Performance Audits of ESAAA for the period July 1, 2018 through June 30, 2021. This project is further described below.

The Triennial Performance Audit must satisfy the requirements set forth in Section 99246 of the Public Utilities Code. The performance audit is to cover the period from July 1, 2018 through June 30, 2021.

The consultant will be required to review and determine ESAAA’s compliance with applicable sections of the California Code of Regulations. At a minimum, the Code Sections for which compliance is to be verified are those specified within the most recent version of the “Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities,” published by the California Department of Transportation. Should the consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report. The consultant must then prescribe a recommended course to correct the instances of non-compliance.

Required Deliverables and Timeline:

- **Administrative Draft Triennial Performance Audit Report**
 1. The report should include a statement of the audit objectives and a description of the audit scope and methodology and should, at minimum, include:
 - A full discussion of the audit findings and the auditor’s conclusions;
 - The cause of any problem areas noted in the audit;
 - Recommendations for actions to correct the problem areas and to improve operations, when called for by the audit objectives;
 - A statement that the audit was made in accordance with generally accepted government auditing standards and disclose when applicable standards were not followed;
 - Significant internal controls that were assessed, the scope of the auditor’s assessment work, and any significant weaknesses found during the audit;
 - Notation of all significant instances of noncompliance and abuse and all indications or instances of illegal acts that could result in criminal prosecution that were found during or in connection with the audit;

- Pertinent views of responsible officials of the organization, program, activity, or function audited concerning the auditor’s findings, conclusions and recommendations, and what corrective action is recommended;
 - A description of any noteworthy accomplishments, particularly when management improvements in one area may be applicable elsewhere;
 - A listing of any significant issues needing further study and consideration; and
 - A statement about any pertinent information that was omitted because it is deemed privileged or confidential. The nature of such information should be described, and the basis under which it is withheld should be stated.
- **Final Triennial Performance Audit Report**
 - **The final reports must be delivered no later than August 31, 2022.**
 - The auditor will retain all work-papers and records for a minimum period of three (3) years from the date the final audit report is accepted. All such documents shall be the property of Inyo County and made available upon request to Inyo County, ICLTC, and federal and state grantor agencies during normal business hours.

III. Triennial Performance Audits of the Eastern Sierra Transit Authority

The Consultant shall provide transit auditing and analysis services and shall prepare a Triennial Performance Audit of the Eastern Sierra Transit Authority for the period from July 1, 2019 through June 30, 2022. The Triennial Performance Audit must satisfy the requirements set forth in Section 99246 of the Public Utilities Code. The audit must satisfy the requirements for both the ICLTC and MCLTC.

Required Deliverables and Timeline:

- **Administrative Draft Triennial Performance Audit Report**
 1. The report should include a statement of the audit objectives and a description of the audit scope and methodology and should, at minimum, include:
 - A full discussion of the audit findings and the auditor’s conclusions
 - The cause of problem areas noted in the audit
 - Recommendations for actions to correct the problem areas and to improve operations, when called for by the audit objectives
 - A statement that the audit was made in accordance with generally accepted government auditing standards and disclose when applicable standards were not followed
 - Significant internal controls that were assessed, the scope of the auditor’s assessment work, and any significant weaknesses found during the audit
 - Notation of all significant instances of noncompliance and abuse and all indications or instances of illegal acts that could result in criminal prosecution that were found during or in connection with the audit
 - Pertinent views of responsible officials of the organization, program, activity, or function audited concerning the auditor’s findings, conclusions and recommendations, and what corrective action is recommended
 - A description of any significant noteworthy accomplishments, particularly when management improvements in one area may be applicable elsewhere
 - A listing of any significant issues needing further study and consideration; and

- A statement about any pertinent information that was omitted because it is deemed privileged or confidential. The nature of such information should be described, and the basis under which it is withheld should be stated.

Final Triennial Performance Audit Report

- **The reports must be delivered no later than August 31, 2023.**
- The auditor will retain all work-papers and records for a minimum period of three (3) years from the date the final audit report is accepted. All such documents shall be the property of Inyo County and made available to Inyo County, Mono County, ICLTC, MCLTC, and federal and state grantor agencies during normal business hours.
- **Presentation to the governing board of the Eastern Sierra Transit Authority.** Make an interactive presentation of the final report to the governing board of the Eastern Sierra Transit Authority by the end of August 2023.

SERVICES PROVIDED BY INYO COUNTY, MONO COUNTY, AND EASTERN SIERRA TRANSIT AUTHORITY STAFF

ICLTC, ESAAA, ESTA, and MCLTC staff will provide the services listed below in support of the Consulting firm’s services:

- A. Relevant documents.
- B. Input from each agency as needed.
- C. Access to personnel.

RESPONSE TO THIS RFP

Responses to this RFP must contain the items listed below. Any proposal that does not include all of the requested information may be considered as non-responsive and may not be considered.

The RFP should include a narrative that addresses the nature of the three different performance audits. This narrative should demonstrate an understanding of the scope of work for each of the projects and should discuss the proposed approach each audit.

- 1. Transmittal letter.** The transmittal letter should include the name, title, mailing address, e-mail address, phone number and original signature of an individual with authority to negotiate on behalf of and to contractually bind the proposer, and who may be contacted during the period of proposal evaluation. Only one original of the transmittal letter need be prepared to accompany all copies of the Technical and Cost Proposals.
- 2. Introduction.** In this section, the Proposer should demonstrate an adequate understanding of laws and statutes relating to Regional Transportation Planning Agencies, public transit agencies, and community transit service agencies.
- 3. Triennial Performance Audit Technical Approach.** The audit plan should include:

- a. A description of the overall audit program being submitted for each of the three agencies, including an explanation of the basic purpose and general focus of the audits.
 - b. A thorough explanation of the consultant's proposed course of action. References should be made to RFP requirements and the consultant's plans for meeting those requirements. If the consultant proposes major changes in the RFP approach, those changes should be clearly specified. The consultant should specify, techniques, especially data elements to be sampled, staff to be interviewed, documents to be reviewed, etc.
 - c. An itemized description of the proposed project schedule, and the end products to be produced. Each audit must be finished per the completion date described in the **Schedule of Events**. It is anticipated that the Notice to Proceed will be issued by **March 22, 2022**.
4. **Project Management.** The Proposer must prepare an explanation of the project management system and practices to be used to assure that the project is completed within the scheduled time frame and that the quality of the required products will meet the Counties' requirements.
 5. **Consultant and Subcontractor Staff.** The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A Project Manager must be designated, and an organizational chart showing the manager and all project staff must be included. A matrix must be presented indicating the effort, either in percentage of the total project or in man-hours, which will be contributed by each professional, during each phase or task making up the project. If a subcontractor will be used, the proposer must include a letter from the subcontractor committing to perform at least the work shown for subcontractor professionals in the above-described matrix. If local firms/vendors will be used they should be clearly identified.
 6. **Consultant Qualifications and References.** The proposal must describe the nature and outcome of relevant projects previously conducted by the consultant which are related to the work described within this RFP. Attention should be paid to consultant's qualifications relative to state and federal laws pertaining to RTPAs and public transit agencies, particularly, experience with the California Transportation Development Act. Descriptions should include a client contact name, address, phone number, a description of the type of work performed, approximate date on which the work was completed and professional staff who performed the work. If a subcontractor is proposed, two or three similar qualifications and references should be provided for the subcontractor. Up to two samples of the consultant's reports on closely related projects should also be included, if available.
 7. **Contract.** A statement as to the respondent's ability to enter into County of Inyo Standard Contract No. 113 (attached hereto), which will govern the selected respondent's work. This is a lump sum contract (no per diem) for an Independent Contractor. Note ability to meet Insurance requirement set forth in *Terms and Conditions* No. 9 on page 3 and Attachment C of the Contract. Proposers are cautioned that exceptions that proposer may take to Contract No. 113 may result in proposer's response being deemed unresponsive.
 8. **Price Proposal.** In addition to a Technical Proposal, the prospective contractor shall prepare a detailed Cost Proposal for the work to be performed. The Cost Proposal shall itemize all items

that will be charged to Inyo County, including travel charges that will be involved in the project and included in the bid amount. Costs shall be segregated to show specific tasks within the scope of work, staff hours allocated to each task, rates, classifications, administrative overhead and a rate schedule for extra work. If subcontractors are to be used, the prospective contractor must indicate any markup that the prospective contractor plans to take on subcontracts. The same breakdown of subcontract costs shall be provided as is required for contractor costs above. Failure to provide detailed cost breakdowns may be cause for rejection of the proposal.

Additionally, the proposal shall show a subtotal detailing the cost for each of the three Triennial Performance Audits as well as a total cost for all work performed.

PROJECT EVALUATION

It is the intent of the County to evaluate all proposals received in response to this RFP. To be considered, proposals must be received prior to the 4:00 p.m. on **March 7, 2022**, at the Inyo County Public Works Department, 168 N. Edwards Street, P.O. Box Q, Independence, CA 93526.

Following an initial screening by the selection committee of all the proposals, a short list of the most qualified respondents will be established, consisting of up to three firms. If necessary, these firms will be interviewed by a selection committee to further evaluate each firm's capability, experience, staffing level, availability, history, past clientele, and ability to meet deadlines, budgets and work with public agencies. Following this, the County shall commence contract negotiations with the highest ranked respondent, as more fully described below.

Inyo County hereby notifies all proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that proposers will not be discriminated against on the grounds of race, religion, creed, medical condition, color, marital status, ancestry, gender, age, national origin or physical or mental disability in consideration for award. In addition, Inyo County requires that any consultant or consulting firm hired by Inyo County to perform any work activity does not discriminate against any employee or applicant for employment because of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability.

Inyo County retains the right to reject any and all proposals that do not comply with provisions of this request for proposal or for unforeseen reasons related to funding of this project.

This request for proposals does not obligate Inyo County to award a contract to conduct performance audits, nor does it commit Inyo County to pay for any costs associated with the preparation and submittal of a proposal. The Scope of Work is subject to modification as work progresses.

EVALUATION CRITERIA/SELECTION PROCESS

A selection committee composed of staff of the Inyo County LTC, ESTA, ESAAA, and local transportation partners will evaluate all proposals that are received by the established deadline. The information provided in each proposal will be the basis for selecting a consultant firm. The criteria for

selection will be determined from the following areas with the weights for each specific area as indicated.

A. Consultant’s demonstration of a clear understanding of the project and the operations of the LTC, ESAAA, and ESTA as evidenced by the written and, if applicable, oral proposal	20%
B. Consultant’s specialized experience, qualifications and technical competence as related to the services required, including but not limited to RTPAs, public transit agencies, community transit service agencies, performance auditing, transportation planning, and the California Transportation Development Act.....	15%
C. Consultant’s past record of performance including control of costs, quality of work and completion in a timely manner	15%
D. Consultant’s relative allocation of resources, in terms of quality and quantity, to key tasks, including the time and skills of personnel assigned to the task and the consultant’s approach to managing resources and project output	15%
E. Specific experience of the project team to be assigned	20%
F. Price proposal.....	15%
Total.....	100%

Up to three respondents receiving the highest preliminary ranking from the review committee may be invited to an interview. If there is an interview, the review committee will make a final ranking of the top three respondents. The County will commence contract negotiations with the firm receiving the highest final ranking.

If the County and that firm are unable to consummate an agreement, the County will reject that firm and begin negotiations with the firm receiving the second highest rank from the committee. This process shall continue until the County reaches an agreement with a consultant.

Once an agreement is reached, the successful consultant shall execute Standard County Contract No. 113, which will then be forwarded to the Inyo County Board of Supervisors for approval. The execution of the contract by the Chairperson of the Inyo County Board of Supervisors will constitute notice to the consultant to proceed with the work.

LOCAL AND SMALL BUSINESS ENTERPRISE CONTRACTING PREFERENCE

There is a contracting preference of 5% for small business enterprises (or) 8% for local businesses available for this Request for Proposals. This preference is specifically related to the Cost Proposal as described in the Evaluation Criteria/Selection Process described above. To be eligible for a preference, a small business enterprise must submit proof of certification from the State of California or the Small Business Administration as a small business. A local business must provide documentation that it is a local business as defined by Inyo County Code § 6.06.020(B) with its proposal. Please refer to the

Inyo County website home page at <http://www.inyocounty.us/> for a copy of the Local Business Verification Form.

Inquiries: Direct questions to: Justine Kokx, Transportation Planner, Inyo County Local Transportation Commission staff, at telephone number (760) 878-0202 or e-mail jkokx@inyocounty.us. If you have any questions, please submit these in writing. Responses to those questions will be uploaded onto the Inyo County Local Transportation Commission website at http://www.inyocounty.us/Bid_Packages.html.

Qualified individuals and firms wishing to submit proposals should send them to:

Justine Kokx
Inyo County Public Works Department
P.O. Drawer Q
168 N. Edwards Street
Independence, CA 93526

SCHEDULE OF EVENTS

Date	Event		
March 7, 2022	Proposals submitted to County by March 7, 2022 at 4:00 p.m. as described below.		
March 22, 2022	It is estimated that the Chair of the Board of Supervisors will have signed the contract by this date – that shall serve as a Notice to Proceed.		
Event	Date		
	LTC	ESAAA	ESTA
Kickoff Meeting	03/29/2022	03/29/2022	03/29/2023
Administrative draft delivered	06/30/2022	06/30/2022	06/30/2023
Final performance audit delivered	08/31/2022	08/31/2022	08/31/2023
Final Performance Audit Presentation	08/31/2022	08/31/2022	08/31/2023

DEADLINE: To be considered, three (3) copies of the Proposal must be received at the above address by 4:00 p.m. on **March 7, 2022**, postmarks and facsimiles are not acceptable.



 Michael Errante
 Inyo County Public Works Director

Date: 2/07/2022

Attachment B: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

Professional Liability (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

Attachment B: Insurance Requirements for Professional Services

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

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

Attachment B: Insurance Requirements for Professional Services

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

-end-



County of Inyo



Public Works - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Cap Aubrey

SUBJECT: Consideration of waiver of fees for Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department

RECOMMENDED ACTION:

Request Board consider approval of waiver of solid waste disposal and gate fees for the Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department event, April 30, 2022.

SUMMARY/JUSTIFICATION:

As a community service, the Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department is holding a clean-up event for Earth Day on April 30, 2022. The organization has requested a waiver of solid waste disposal and gate fees for waste collected at the event. Each year, the participants clean the reservation roads surrounding the reservation boundaries, collecting several bags of trash. Waste attributable to the clean-up will be tracked by the Landfill Gate Attendant. Loss of revenue should be minimal.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not waive these fees. The cost will then be borne by the event's organizers.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is a minimal amount of revenue to the Waste Management Enterprise Fund that may be lost as a result of the waiver of these fees.

ATTACHMENTS:

1. Lone Pine Paiute-Shoshone Reservation Request

APPROVALS:

Teresa Elliott
Darcy Ellis
Teresa Elliott
John Vallejo
Michael Errante

Created/Initiated - 3/16/2022
Approved - 3/18/2022
Approved - 3/18/2022
Approved - 3/18/2022
Final Approval - 3/21/2022



**Lone Pine Paiute-Shoshone Reservation
Environmental & Air Quality Department**

PO Box 747/1101 E-Sha Lane
Lone Pine, CA 93545
PH 760-876-4690 Fax 760-876-4682

March 14, 2022

Inyo County Waste Management
1360 North Main Street
Bishop, CA 93514
Attention: Cap Aubrey

Dear Cap:

The Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department would like to request a gate fee waiver for the upcoming Earth Day event. Each year the participants clean the reservation roads surrounding the reservation boundaries collecting several bags of trash.

It is my understanding that permission to wave the gate fee is granted by the Board of Supervisors. LPPSR hopes to receive a favorable response. This year's event will take place on Saturday, April 30, 2022.

I welcome any questions you may have about the day's event. I can be reached by phone at 760-876-4690 or by email at mel.joseph@lppsr.org.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mel O. Joseph".

Mel O. Joseph, Environmental Director
Lone Pine Paiute-Shoshone Reservation

Cc: Matt Kingsley, Inyo County 5th District Supervisor



County of Inyo



Public Works - Road Department

CONSENT - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Shannon Platt

SUBJECT: Road Department request to purchase an air compressor

RECOMMENDED ACTION:

Request Board authorize a purchase order for an amount not to exceed \$ 30,681.83, payable to Valley Power Systems, Inc. of City of Industry, CA for one (1) new Atlas Copco portable air compressor.

SUMMARY/JUSTIFICATION:

The Road Department has identified the need to augment its fleet with a large, 185 cubic feet per second, air compressor.

With the Counties fairly recent acquisition of local water systems, the need to be able to make speedy repairs has become evident. This purchase will help in that process when overlaying asphalt needs to be jack hammered loose and removed to access the faulty water lines. The compressor will also be utilized in our routine road maintenance operations to operate jack hammers, rock drills and clear culverts.

The Road Department is utilizing Sourcewell, a cooperative purchasing program that provides nationally leveraged discount pricing through Valley Power Systems, Inc. of City of Industry, CA (Sourcewell Contract # 041719-ACC). The pricing offered by Sourcewell through Valley Power Systems provides the county with a 35% discount off the list price, which makes it highly competitive against comparable products offered on the market. Pursuant to Inyo County Purchasing Manual Section iii(B)(5), the Road Department may purchase this equipment via Sourcewell / Valley Power Systems, Inc. without soliciting bids. The Road Department is recommending your Board authorize the purchase of (1) one Atlas Copco XAS 188 KD8 T4F portable compressor from Valley Power Systems, Inc. to be delivered to the Road Department Shop, 750 South Clay St., Independence, CA 93526. The total expense, including delivery and taxes, is not to exceed \$ 30,681.83.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the purchase. This is not recommended as the current fleet is not adequate to handle the calls for service.

OTHER AGENCY INVOLVEMENT:

County Counsel

Auditor's Office

FINANCING:

The funding for the air compressor has been approved in the FY 21/22 Road Department Budget, 034600, Object code 5650, Equipment.

ATTACHMENTS:

1. Remit To Address for Valley Power Systems
2. Air Compressor Quote

APPROVALS:

Shannon Platt	Created/Initiated - 3/9/2022
Darcy Ellis	Approved - 3/9/2022
Shannon Platt	Approved - 3/9/2022
Breanne Nelums	Approved - 3/9/2022
John Vallejo	Approved - 3/9/2022
Amy Shepherd	Approved - 3/11/2022
Michael Errante	Final Approval - 3/11/2022



Valley

POWER SYSTEMS, INC.

425 S. Hacienda Blvd., City of Industry, CA 91745 (800) 924-4265 (626) 333-1243 Fax (626) 369-7096

TO: All Customers of Valley Power Systems, Inc.

DATE: October 6, 2021

SUBJECT: New Payment Remittance Address for Valley Power Systems, Inc.

NEW PAYMENT REMITTANCE ADDRESS (Effective November 5, 2021)

Remittance address when sending payments via USPS (regular mail):

Valley Power Systems, Inc.
P.O. Box 884677
Los Angeles, CA 90088-4677

Remittance address when sending payments via courier services (FedEx, DHL, UPS, etc.):

Valley Power Systems, Inc.
3440 Flair Drive
El Monte, CA 91731

If you have any questions or concerns, please do not hesitate to contact our credit department. We appreciate your immediate attention and cooperation.

Sincerely,

Jonathan Trott
Finance Manager
Valley Power Systems, Inc.
(626) 333-1243



Valley Power Systems, Inc.

March 11, 2022

Quote# 021722-BN-REV3

Inyo County Road Department
PO Box Q
Independence, CA 93526-0616

Attached please find you quote for 1 stock Atlas Copco XAS 188 KD8 T4F portable Compressor. This quote is only valid for the XAS 188 KD8 T4F we currently have in stock. We have QTY 4 and they are first come/first serve.

XAS 188 KD8 T4F

Standard Configuration

XAS 188 KD8 T4F	List price	\$32,969.00
Part number 8973 4262 04	Sourcewell discount	35%
	Sourcewell price	\$21,430.00

Non-Sourcewell costs

Part number 3018117	APE-Extended Drawbar and Single 50' Live Hose Reel (Shipped Loose for Installation by others)	\$4,400.00
	Inbound freight	\$1,600.00
	Delivery to: Inyo County Road Dept. 750 South Clay St. Independence, Ca. 93526	\$1,250.00
Sales Tax	7.75%	\$2,001.83
Compressor total including tax		\$30,681.83

Atlas Copco Contract number - 041719-ACC

Inyo County Road Department Member Number - 66920

In-Stock in City of Industry, CA

Notes, Exceptions or Options;

1. It is customer's responsibility to verify quoted materials and services meet specifications, drawing requirements and codes. No written details and drawings have been provided. Exception taken to anything not included in this proposal.
2. We reserve the right to re-quote due to clerical errors.
3. Applicable taxes have not been included.
4. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
5. Fuel is **NOT** included in our offer.
6. Off-loading, installation, anchoring, anchor bolts and wiring of the generator and other loose parts

are By Others.

Compressor Delivery: Current ESTIMATED lead-time is **1 week** from factory order date after release for production, plus 1 week for shipment to the jobsite. ESTIMATED factory lead times are after receipt of approved purchase order. Time for processing Purchase Order or pending submittal approval not included in lead-time. Lead-Time dates are subject to manufacturers change due to product availability and should not be considered a "promise" delivery date.

Permits: A.P.C.D, SCAQMD or other Air Quality District or Building Permits fees and compliance are excluded. The cost for this study and any additional emission equipment required due to the study are excluded. It is the customer or end users responsibility to file and secure all permits and licenses pertaining to the Air Quality Management District.

Shipment: Unless otherwise specified, all risk of loss from the goods shall shift to the Buyer at such time as the goods are delivered to a carrier for shipment to Buyer.

Cancellation: Circumstances may require cancellation of some or all of equipment ordered. In that event, cancellation charges will be levied based on our actual costs.

R. A. (Bob) Nehlsen



Sales Engineer, Product Manager
Valley Power Systems, Inc.
Power Generation Group
D: (909)969-5354
C: (909)210-2250
E: bob.nehlsen@valleypsi.com

VALLEY POWER SYSTEMS, INC. AND SUBSIDIARIES

TERMS AND CONDITIONS OF SALE

PROJECT: _____

Acceptance of this Proposal by _____ (hereinafter referred to as "Buyer") shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this Proposal are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Valley Power Systems, Inc. and/or any of its parents, affiliates, or subsidiaries (hereinafter referred to as "Valley") to commence work for the above referenced Project.

1. Payment terms are cash paid prior to shipment to Buyer unless prior arrangements have been made with Valley's credit department. Valley reserves the right to require accelerated payment terms including cash payment in full in advance of ordering any product or material. No provision of this agreement shall serve to void Valley's entitlement to payment for properly performed work or suitably stored materials or to require Valley to continue performance if payments are not made. Valley shall have the right to file a lien or claim on its behalf in the event that any payment to Valley is not timely made. Valley is a supplier of equipment not a subcontractor, and as such, does not allow or accept retentions.
2. All sums not paid when due shall bear an interest rate of 1-1/2 percent per month or the maximum legal rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Buyer.
3. No back-charges or claim of the Buyer for services shall be valid except by an agreement in writing by Valley before the work is executed, except in the case of Valley's failure to meet any requirement of the Proposal work. In such event, the Buyer shall notify Valley of such default, in writing, and allow Valley reasonable time to correct any deficiency before incurring any cost chargeable to Valley.
4. Buyer is to prepare all work areas so as to be acceptable for Valley's work under the Contract. Valley will not be called upon to start work until sufficient areas are ready to insure continued work. If Valley is performing work outside any Valley facility, the Buyer shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical and water at no cost to Valley.
5. Valley shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the Contract. Valley shall not be responsible for delays or defaults where occasioned by any causes of any kind that extend beyond its control including but not limited to: delays caused by the owner, general contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. Valley shall be entitled to equitable adjustment in the Contract amount for additional costs due to unanticipated project delays or accelerations caused by others whose acts are not Valley's responsibility and to time extensions for unavoidable delays. Buyer shall make no demand for liquidated damages of any kind.
6. Valley's workmanship is guaranteed for a period of six months from the date of delivery to Buyer, unless otherwise expressly required by the California Air Resources Board. New or remanufactured parts, materials, or equipment are warranted only to the extent of the warranty furnished by the manufacturer of such parts, materials or equipment. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy shall be that Valley shall replace or repair any part of its work that is found to be defective. Valley shall not be responsible for damage or defect caused by abuse, modifications not executed by Valley, improper or insufficient maintenance, improper operation or normal

wear, tear and usage. Valley's sole obligation under this warranty is to correct any defects as provided herein. The liability of Valley arising out of such defects shall not in any case exceed the cost of correcting such defects in accordance with this warranty, or the Contract amount, whichever is less, and shall not include any transportation charges, owner's labor or materials (except as authorized in writing in advance), loss of profits or revenue, or any direct or indirect consequential damages of any kind. Warranty on parts and material is limited to the terms and conditions of the respective manufacturer's written warranty statement.

7. Work called for herein is to be performed during Valley's regular working hours. All work performed outside of such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized.
8. Buyer shall, if the Owner does not, purchase and maintain all insurance upon full value of the entire Contract and/or materials delivered to the jobsite, which shall include the interest of "Valley Power Systems Inc. and its Affiliates and Subsidiaries." At any time, Valley may request from Buyer a Certificate of Insurance verifying said insurance.
9. Valley shall indemnify and hold harmless Buyer, Owner, Architect or others from damages only to the extent such damages were caused by the sole negligence or willful omission of Valley or anyone for whose acts Valley is liable.
10. Buyer assumes all responsibility for ensuring goods or services purchased from Valley are suitable for and can be permitted for their intended use, unless otherwise expressly required by the California Air Resources Board or other regulatory agency. Buyer is responsible for securing all emissions or other permits required for operation.
11. By signing this agreement, the Buyer represents to Valley that the Buyer has complied with all applicable legal requirements regarding the competitive bidding of public works contracts, including but not limited to those contained in the California Public Contract Code.
12. Where there is a conflict between provisions of the contract documents between the Owner and Buyer and this Proposal, then this Proposal shall govern.

Customer or End User / Title

Date Signed

Printed Name



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Jared Sparks

SUBJECT: Request for Approval for 2022 OHV Grant Application

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-13, titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Department of Parks and Recreation is offering the Off-Highway Vehicle (OHV) grant program, to provide for well-managed OHV recreation by providing financial assistance to eligible agencies that develop, maintain, operate, expand, support, or contribute to well managed, high quality, OHV recreation areas, roads, and trails; and to responsibly maintain the wildlife, soils, and habitat of Project Areas in a manner that will sustain long-term OHV recreation in accordance with the legislative provisions and intent of the Act commencing at PRC section 5090.01.

If awarded, these monies would be used to assist with costs associated with overtime for OHV Patrol Deputies, purchase materials and supplies required for OHV enforcement, supplement and provide training to strengthen the Sheriff Department's Enforcement Detail for private and government owned property that is already in use and enforce where it is not zoned and planned for.

The Inyo County Sheriff's Department has been participating in the OHV competitive grant since 2009. Both South-County and North-County are equipped with necessary OHV Enforcement equipment, and training has been provided yearly for Patrol Deputies.

This is a competitive grant; therefore we will not know what we are awarded until the Intent to Award is posted on the State Parks OHV Division website June, 2022; the preliminary application is due to the State by March 8, 2022. The OHV grant requires a twenty-five percent (25%) in-kind match. Any item that is eligible as a Project Cost is also eligible as a match. The Sheriff's Department anticipates applying for \$92,000. However, historically law enforcement applications statewide rarely are awarded more than 50 percent of the total requested, and are often reduced significantly more than 50 percent of the total requested amount.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Resolution, but this alternative is not recommended. The OHV monies have historically been a valuable resource to Inyo County.

OTHER AGENCY INVOLVEMENT:

Bureau of Land Management (BLM), Forest Service

FINANCING:

If the grant application were approved, then a budget will be created – budget number to be determined by the Auditor’s Office. The in-kind match will met through staff salaries and equipment dedicated to the enforcement detail as well as administrative duties associated with managing the OHV grant.

ATTACHMENTS:

1. OHV Resolution

APPROVALS:

Jared Sparks	Created/Initiated - 3/24/2022
Jared Sparks	Approved - 3/24/2022
Darcy Ellis	Approved - 3/24/2022
John Vallejo	Approved - 3/24/2022
Amy Shepherd	Approved - 3/24/2022
Eric Pritchard	Final Approval - 3/24/2022

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE
SUBMITTAL OF THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS
AND RECREATION, OFF-HIGHWAY VEHICLE GRANT APPLICATION**

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project; and

WHEREAS this Board finds that the County's receipt of such funding would be beneficial to the residents of Inyo County.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors hereby:

- (a) Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
- (b) Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
- (c) Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development of Projects be maintained to specific conservation standards; and
- (d) Certifies that the Project will be well-maintained during its useful life; and
- (e) Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
- (f) Certifies that this agency will provide the required matching funds; and
- (g) Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
- (h) Appoints the Inyo County Sheriff as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this 12th day of April 2022, by the following role call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson,
Inyo County Board of Supervisors

ATTEST: Leslie Chapman
 Clerk of the Board

By: _____
Darcy Ellis, Assistant



County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Marilyn Mann

SUBJECT: Children's Memorial Day Proclamation

RECOMMENDED ACTION:

Request Board approve a proclamation declaring Friday, April 22, 2022 as Children's Memorial Day in Inyo County.

SUMMARY/JUSTIFICATION:

On April 24, 1997, the California Assembly passed California House Resolution 25: Children's Memorial Day. Through this Resolution, the Assembly declared that the fourth Friday of April is proclaimed as "Children's Memorial Day," and that the Children's Memorial Flag be flown on this day each year in remembrance of those children whose lives were cut short by senseless violence.

The month of April is designated as Child Abuse Prevention Month and many activities are held and recognized during the month. The Office of Child Abuse Prevention (OCAP) encourages all California counties to participate in a statewide rising of the Children's Memorial Flag on Friday, April 22, 2022. Statewide participation in the Children's Memorial Day Flag Raising, provides counties with an avenue to increase awareness of child abuse and neglect through a unified message and facilitates broader community involvement in child abuse prevention.

The Children's Memorial Day Flag Raising Ceremony will be held at 8:30 a.m. on Friday, April 22, 2022 at the Clint G. Quilter Consolidated Office Building. The year's event will precede the Resiliency Symposium, a learning opportunity for our community about building resiliency to combat the impact of trauma. The attached proclamation recognizes the importance of our community's children and the commitment we have to ensure their safety and well-being.

The Department is respectfully requesting approval of the attached proclamation declaring April 22, 2022 as Children's Memorial Day in Inyo County

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Wild Iris, CASA, Inyo County Juvenile Court, Bishop Paiute Social Services Programs, Owens Valley Career Development Center, Bishop Indian Head Start, Northern Inyo Hospital Healthcare District, Inyo County Probation, Toiyabe Indian Health Project, and Inyo County Superintendent of Schools.

FINANCING:

No Fiscal Impact

ATTACHMENTS:

1. Children's Memorial Day 2022 Proclamation

APPROVALS:

Marilyn Mann	Created/Initiated - 3/24/2022
Darcy Ellis	Approved - 3/24/2022
Marilyn Mann	Final Approval - 3/24/2022



**PROCLAMATION OF THE
INYO COUNTY BOARD OF SUPERVISORS
PROCLAIMING APRIL 22, 2022
AS CHILDREN'S MEMORIAL DAY
THROUGHOUT INYO COUNTY**



IN MEMORY OF CHILDREN WHO HAVE DIED BY VIOLENCE

***WHEREAS**, the health, safety and well-being of children and youth in Inyo County is vital to ensuring they have the strongest start possible to thrive and succeed; and*

***WHEREAS**, parents hold the primary responsibility for a child's health, safety and well-being and provide a foundation of love and support for their children, they are not alone as they work to keep their children safe; and*

***WHEREAS**, educators, concerned citizens, community organizations, service providers and public officials all have vital roles in protecting our children and supporting families.*

***WHEREAS**, Inyo County is committed to promoting and developing the capacity of families and communities to care for and protect vulnerable children and youth, and to maximizing the potential of every child in Inyo County by supporting healthy child development; and*

***WHEREAS**, by surrounding children with positive relationships and experiences they are more likely to grow into confident, caring and productive adults; and*

***WHEREAS**, all children have the right to be protected from all abuse, violence, exploitation and neglect; and*

***WHEREAS**, throughout America, tragic cases of violence against children are occurring with increasing frequency and senselessness, destroying innocent lives and devastating families; and*

***WHEREAS**, the people of Inyo County believe in the celebration of life, diversity and hope for the future through our children and deplore and condemn acts of violence committed against the children of our community.*

***NOW, THEREFORE, BE IT PROCLAIMED** that in memory of children who have died or been impacted by violence, the County of Inyo, does hereby proclaim Friday, April 22, 2022, as "Children's Memorial Day" in the County of Inyo.*

***PASSED AND PROCLAIMED** this 5th day of April 2022.*

Supervisor Dan Tothoroh, Board Chairperson



County of Inyo



Clerk-Recorder

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Danielle Sexton

SUBJECT: Request for change in authorized strength in the Clerk-Recorder-Elections Department

RECOMMENDED ACTION:

Request Board: A) approve the new job description for Assistant to the Clerk Recorder at Range 70; and B) increase the Authorized Strength in the Clerk-Recorder/Elections Department by adding one (1) Assistant to the Clerk-Recorder position.

SUMMARY/JUSTIFICATION:

As the Clerk-Recorder-Elections office is entering a new term with a new Clerk-Recorder, it is important to have the appropriate staffing in the office to accomplish the multiple tasks related to this office. Additionally, during any absences it is critical that there is enough management staff to accomplish the high-level tasks related to both the Clerk Office, as well as the Elections Office.

Currently, with staffing vacancies, it is crucial that training and cross-training occur immediately, and the addition of this position will ensure that there is sufficient knowledge and staff to cover all duties within the office. Currently, the Clerk-Recorder has been able to sustain the workload by working late nights and weekends, which is common for the Elections Office. However, the months before, during and after an election produces more work than one person can maintain alone. The work that will need to be performed by this new position is above and in addition to any tasks performed by Office Technicians.

Adding this new position will provide the proper in-office support during the 2022 Elections. This position is required to be in-person full-time to work directly with the department head for compliance and guidance and to create processes. Examples of the immediate and critical duties to be assigned to the new position include (but are not limited to) the following:

- Administrative & Fiscal Duties: Reconcile system data and prepare financial reports; research and analyze federal, state, and local laws for compliance in procedure, and in implementation of programs and projects; prepare materials for contracts, ordinances, and resolutions for implementation of programs and projects; create and maintains written office procedures for administrative and departmental functions; and monitor budget for various units and projects.
- Elections Department Duties: Set up and maintain data in the Election software; process and maintain local and state candidate materials; assist with recruiting, training, supervising, and paying election workers; maintain, relocate, and organize goods and equipment including those located in storage and at

polling place locations throughout the County; update and create election materials as needed, including digital files, hard copies, website materials, social media, and press releases; track expenses and prepare invoices to bill elections costs and/or reimbursements based on actual expense; maintains records for federal, state and local office contests, education/school and special districts, and assist with all contests and candidates before, during and after each election; and perform related duties as assigned.

- **Clerk-Recorder Department Duties:** Compile data for various State and federal reporting requirements; monitor, reconcile, and disperse funds from trust accounts; audit fees and taxes imposed and the distribution of funds based on statutory codes; prepare records for archived storage; file and maintain disclosure statements and FPPC regulation forms for all agencies overseen by Department; perform customer service to the public; and when necessary, perform backup duties to the assignments of other office staff in the department.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the increase and hiring of the position, which would result in risking the Elections department fulfilling its obligations for the 2022 elections processes, and would impact customer service to the public and the implementation of statutorily required programs of the Clerk-Recorder departments.

OTHER AGENCY INVOLVEMENT:

Inyo County Personnel

FINANCING:

This change in authorized strength is covered within our FY 2021-2022 budgets (010300 & 011000).

ATTACHMENTS:

1. Assistant to the Clerk Recorder

APPROVALS:

Danielle Sexton	Created/Initiated - 3/18/2022
Sue Dishion	Approved - 3/28/2022
Darcy Ellis	Approved - 3/28/2022
Danielle Sexton	Approved - 3/28/2022
John Vallejo	Approved - 3/28/2022
Amy Shepherd	Final Approval - 3/28/2022



ASSISTANT TO THE CLERK-RECORDER

DEFINITION:

Under the direction of the Clerk-Recorder, Registrar of Voters, the Assistant to the Clerk Recorder will provide is responsible for providing supervision over programs, office obligations, and/or staff, including Election Workers, as assigned, and is involved in the ongoing planning and implementation of Clerk and Elections services.

ESSENTIAL JOB DUTIES:

Duties may include, but are not limited to, the following:

Administrative & Fiscal Duties: Reviews materials to recreate and/or maintain fiscal processes, including but not limited to reconciliation of system data to financial reports, preparing journal entries, calculating projections, and completing financial reports; Performs research and statistical analysis on administrative, fiscal, and program projects; Monitors, researches, reviews, and analyzes federal, state, and local laws for compliance in procedure, and in implementation of programs and projects; Prepares materials for contracts, ordinances, and resolutions for implementation of programs and projects; Creates and maintains written office procedures for administrative and departmental functions; Responds to requests for information from within the County as well as from federal, state, and local agencies and the public; Prepares agreements, financial spreadsheets, correspondence, reports, responds to questionnaires and surveys; Establishes and maintains documentation and records as appropriate; Participates in special projects; Oversees a portion of the budget including the proper expenditure coding, document preparation, and other financial-related activities; Monitors budget for various units and projects; Initiates and administers grants, contracts and special projects; Performs various levels of accounting responsibilities; Organizes records within the office and prepares for retention/storage; Builds and maintains positive working relationships with co-workers, County management and staff, special interest groups, and the general public utilizing principles of effective customer service; and Performs related duties as assigned.

Elections Department Duties: Sets up and maintains data in the Election software; Runs, analyses and prepares reports; Processes and maintain local and state candidate materials; Assists with recruiting, training, supervising, and paying election workers; Maintains, relocates and organizes goods and equipment including those located in storage and at polling place locations throughout the County; Update and create election materials as needed, including digital files, hard copies, website materials, social media, and Press Releases; Track expenses and prepare invoices to bill elections costs and/or reimbursements based on actual expense; Maintains records for federal, state and local office contests, education/school and special districts, and assist with all contests and candidates before, during and after each election; and Performs related duties as assigned.

Clerk-Recorder Department Duties: Compiles data for various State and federal reporting requirements; Monitors, reconciles, and disperses funds from trust accounts; Audits fees and taxes imposed and the distribution of funds based on statutory codes; Prepares records for archived storage; Files and maintains disclosure statements and FPPC regulation forms for all agencies overseen by Department; Performs customer service to the public; On occasion performs backup duties to the assignments of other office staff in the department; and Performs related duties as assigned.

EMPLOYMENT STANDARDS

Education/Experience: Equivalent to graduation from a four-year college or university with major coursework in business, administration, management, accounting, or closely related field with knowledge and understanding of governmental administration being highly desirable; OR five years of experience performing a broad range of professional analytical and/or administrative duties in the areas of general administration, fiscal, or program analysis work. Supervisory experience working in a governmental agency is preferred.

Knowledge of: Principles and practices of business administration; Principles of budget and program management; Governmental functions and organization; Principles and practices of supervision and leadership; Departmental program goals, requirements, and operations; Budget preparation and control, accounting principles, and elementary statistical methods; Methods and procedures of governmental budget preparation and control; Laws, rules, and regulations governing assigned departmental areas.

Ability to: Implement strong organizational and time management skills to cover multiple simultaneous projects; Perform detailed analysis and administrative work involving the use of independent judgment and personal initiative; Create and maintain Excel spreadsheets complex formulas and features; Understand, interpret, research, and apply laws rules, and regulations; Plan, assign, monitor, and supervise the work of others; Create written procedures; Participate and benefit from supervision and opportunities for growth and development; Produce documentation using various departmental programs; Stand, walk, twist, and lift and carry 25 pounds; Climb and descend stairs, drive a motor vehicle during any time of day/evening; and Establish and maintain cooperative working relationships with community groups, co-workers and the general public.

SPECIAL REQUIREMENTS:

You may be required to drive a motor vehicle in the course of employment and must possess a valid operator's license issued by the State Department of Motor Vehicles. Your position may be required to serve as a Disaster Service Worker during a County emergency. You must be a registered voter in California. Lift/Carry hardware up to 25lbs. You must be available to work nights and weekends as needed.



County of Inyo



Child Support Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Amy Weurdig

SUBJECT: Requested change in authorized strength for Eastern Sierra Department of Child Support Services

RECOMMENDED ACTION:

Request Board increase the authorized strength in Child Support by adding one (1) Child Support Officer I - III, Range 057-064 (\$3,639-\$5,211).

SUMMARY/JUSTIFICATION:

The Child Support Supervisor will be leaving the department and county in mid-October 2022. Our department would benefit from hiring an additional Child Support Officer I-III to be trained before the departure. Once the Supervisor departs, the Supervisor position will be removed from the organization until it is needed in the future. This dovetailing of hiring would allow for training and transfer of intrinsic knowledge from the supervisor to the new staff.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

By not hiring this position at this time, the department will struggle in service delivery while staff is being trained.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Financing will come from our administrative allocation of Federal and State funding through the Department of Child Support Services (Budget 022501). No County general funds will be used.

ATTACHMENTS:

APPROVALS:

Amy Weurdig
Darcy Ellis
Amy Weurdig
Sue Dishion

Created/Initiated - 3/16/2022
Approved - 3/18/2022
Approved - 3/18/2022
Approved - 3/28/2022

John Vallejo
Amy Shepherd

Approved - 3/28/2022
Final Approval - 3/28/2022



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Marilyn Mann

SUBJECT: Recommended Letters of Support for Managed Care Plan Providers

RECOMMENDED ACTION:

Request Board review and approve letters of support for Anthem and Health Net as managed Medi-Cal plan providers.

SUMMARY/JUSTIFICATION:

Medi-Cal, California's Medicaid program, ensures health coverage for over 13.4 million Californians. Medi-Cal coverage allows these Californians have access to a wide array of health care services including preventive/primary care, specialty medical services, hospital and lab services, behavioral health services, and long-term care and support.

California was the first state to introduce managed Medicaid care in the 1970s. However, it wasn't until approximately 2012 that the state moved to expand managed care across all 58 counties. There are 6 managed care models:

County Organized Health System (COHS). A health plan created and administered by the County Board of Supervisors. Within a COHS county, all managed care enrollees are in the same plan. (22 counties)

Two-Plan Model. This model is comprised of a publicly-run entity (a "Local Initiative") and a commercial plan. (14 counties)

Geographic Managed Care (GMC). In this model, DHCS contracts with a mix of commercial and non-profit plans that compete to serve Medi-Cal beneficiaries. (2 counties)

Regional Expansion Model. DHCS contracts with two commercial plans in each county. (18 counties)

Imperial Model. This model only operates in Imperial County where DHCS contracts with two commercial plans.

San Benito (Voluntary) Model. This model only operates in San Benito County where DHCS contracts with one commercial plan.

Inyo County was part of the Regional Expansion Model that banded 18 counties together and two commercial entities were procured to serve these counties.

The current model serving Inyo County does not promote reinvestment of revenues into building our health care capacity. The two commercial entities (Anthem and Health Net) serving Inyo County vie for our small Medi-Cal population and are charged with ensuring health care access and services for those residents across our large geographic area. Both entities have struggled with meeting the primary care, specialty care, and behavioral

health care needs of our residents in more remote areas, especially those living near the Nevada border. Their ability to invest in building capacity is impacted by having to share the small number of participants, while also meeting their stockholders' needs.

The Department of Health Care Services (DHCS) is currently undergoing a procurement process with the projection that new contracts will be in place beginning in 2024. When the procurement process was announced, Inyo County, like most counties in the Regional Expansion Model, began to explore other options that could better serve their needs. The options available to the 18 counties geographically located in the northern part of the state were greater than those available to the counties further south, like Inyo. Our large geographic area combined with our small population, does not make us appealing to other plans that would experience similar challenges as the commercial plans. However, as the procurement process moved forward, we had some promising discussions with the Inland Empire Health Plan (IEHP), the publicly run entity in a two-plan model. IEHP was interested in working with us, but had concerns about meeting the timeline for implementation, as their pandemic response efforts needed to be a priority. We jointly requested a one-year extension from DHCS, which was not granted, as it would delay their procurement process. This leaves Inyo County being served by commercial plans identified through the procurement.

Anthem and Health Net, the two existing commercial plans have applied to continue as our managed care providers. While the Department does not support this model, we recognize that ensuring continuity of services for our Medi-Cal population is critical, since we are unable to provide a better option. The Department has provided a letter of support for Anthem, as they have been engaged partners with our Public Health and Behavioral Health divisions, as well as with the community. Health Net has not requested a letter from our Department and our experience with Health Net has not been as strong as with Anthem. However, during the last year, as we have worked to prepare for the implementation of CalAIM (California Advancing and Innovating Medi-Cal), we have experienced both plans as being engaged and strong partners in the implementation effort.

Your Board has been asked to submit letters to DHCS in support of their applications to continue as managed care providers for our area. The Department is recommending that those letters outline the challenges and concerns of our County and support not the high quality of service provided to date, as it has been lacking, but support the importance of continuity of service delivery. Draft letters have been provided for your Board's consideration.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to adopt the letters as provided, amend the letters or decide to not submit letters of support.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is no financing associated with this item.

ATTACHMENTS:

1. Draft Anthem letter
2. Draft Health Net letter

APPROVALS:

Marilyn Mann
Darcy Ellis
Marilyn Mann
Anna Scott
Marilyn Mann

Created/Initiated - 3/24/2022
Approved - 3/24/2022
Approved - 3/25/2022
Approved - 3/25/2022
Final Approval - 3/25/2022

DATE

California Department of Health Care Services
Contract Services Branch
1501 Capitol Avenue
Sacramento, California 95814

To Whom It May Concern:

As the chairperson of the Inyo County Board of Supervisors, I offer this letter in response to Anthem, Inc.'s request for support of your proposal to provide Medi-Cal managed care plan services in Inyo County. As one of the two existing managed care providers serving Inyo County, our Board has appreciated Anthem's responsiveness and proactive efforts to maintain strong, positive working relationships with our Health and Human Services Department and our community partners. Our Board is aware of the challenges Anthem has experienced establishing contracts to ensure health care capacity to meet the needs of our residents.

Inyo County is a geographically large county and remote in its location, as well as sparsely populated with 1.8 residents for every square mile. Our county neighbors Nevada, which results in unique challenges as our managed care providers strives to build capacity to serve our more remote areas with basic primary care services.

The statewide implementation of managed Medi-Cal resulted in Inyo County being placed in a geographic cohort with 17 other counties served through contracts with two commercial plans. This was not a model of our choosing, but other options were not available to us during the statewide expansion of managed care. This Regional Expansion model is not ideal for counties such as ours, as the result is two for-profit entities competing for a small Medi-Cal population while needing to ensure the health care delivery system has the capacity to meet the needs of remote communities with limited healthcare access options. Being served by for-profit entities also results in more limited funding available to reinvest in our community health care capacity.

The current procurement process provided the opportunity to explore other options. Unfortunately, the pandemic restricted our ability to move forward with exploring a promising option with a neighboring local initiative model, as their need to focus on pandemic response would have delayed their ability to bring Inyo County into their delivery system and the State would not allow an extension. Since our options are limited, and the current model is what is available to our County, we support maintaining Anthem as one of the two managed care plans.

Our Board is hopeful that the State will require specific service delivery outcomes to ensure that Anthem continues to work to build health care capacity for all Inyo residents. Thank you.

Sincerely,

Dan Totheroh
Chair

DATE

California Department of Health Care Services
Contract Services Branch
1501 Capitol Avenue
Sacramento, California 95814

To Whom It May Concern:

As the chairperson of the Inyo County Board of Supervisors, I offer this letter in response to Health Net of California's (Health Net) request for support of your proposal to provide Medi-Cal managed care plan services in Inyo County. As one of the two existing managed care providers serving Inyo County, our Board is aware of the challenges Health Net has experienced in establishing contracts to ensure health care capacity to meet the needs of our residents.

Inyo County is a geographically large county and remote in its location, as well as sparsely populated with 1.8 residents for every square mile. Our county neighbors Nevada, which results in unique challenges as our managed care providers strives to build capacity to serve our more remote areas with basic primary care services.

The statewide implementation of managed Medi-Cal resulted in Inyo County being placed in a geographic cohort with 17 other counties served through contracts with two commercial plans. This was not a model of our choosing, but other options were not available to us during the statewide expansion of managed care. This Regional Expansion model is not ideal for counties such as ours, as the result is two for-profit entities competing for a small Medi-Cal population while needing to ensure the health care delivery system has the capacity to meet the needs of remote communities with limited healthcare access options. Being served by for-profit entities also results in more limited funding available to reinvest in our community health care capacity.

The current procurement process provided the opportunity to explore other options. Unfortunately, the pandemic restricted our ability to move forward with exploring a promising option with a neighboring local initiative model, as their need to focus on pandemic response would have delayed their ability to bring Inyo County into their delivery system and the State would not allow an extension. Since our options are limited, and the current model is what is available to our County, we support maintaining Health Net as one of the two managed care plans.

Our Board is hopeful that the State will require specific service delivery outcomes to require Health Net to build health care capacity for all Inyo residents. Thank you.

Sincerely,

Dan Totheroh
Chair



County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Melissa Best-Baker

SUBJECT: Request to change authorized strength and hire two Social Workers I-IV

RECOMMENDED ACTION:

Request Board change the Authorized Strength in Health and Human Services by adding two (2) Social Worker I, II, III or IV positions.

SUMMARY/JUSTIFICATION:

The Budget Act of 2021 appropriated state general funds for the purpose of enhancing county child welfare services (CWS) agency's existing Emergency Response (ER) services and staff for hotline and investigation functions, including increasing supervisory and support staff, which make vital contributions to the ER workforce. These funds are required to be spent on staff. Additionally, AB 135 provides for an increase in the Adult Protective Services allocation for the purpose of supporting tools and infrastructure to address the state's growing aging population. This bill states that it is the intent of the Legislature to enable the program to provide longer term case management for those with more complex cases, expand APS Multidisciplinary Teams to include housing representatives, and explicitly includes county In-Home Supportive Services agency employees as mandated reporters. AB 135 lowers the eligible age to meet the statutory definition of "elder" for purposes of APS services from 65 to 60, allowing counties to investigate and provide services to vulnerable adults five years earlier than previously permissible. An additional social worker will support the agency's ability to meet these new requirements and increased workload resulting from expansion of the eligible population.

The Department is respectfully requesting your Board increase the agency's authorized strength by adding two Social Workers I-IV.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to deny these additional positions, which may negatively impact our ability to meet new State requirements.

OTHER AGENCY INVOLVEMENT:

Juvenile Court, Juvenile Probation, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, CASA, Foster Parents, Sheriff's Office, Bishop Police Department

FINANCING:

State funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker	Created/Initiated - 3/18/2022
Darcy Ellis	Approved - 3/22/2022
Marilyn Mann	Approved - 3/24/2022
Sue Dishion	Approved - 3/29/2022
Amy Shepherd	Approved - 3/29/2022
Marilyn Mann	Final Approval - 3/29/2022



County of Inyo

Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors meeting minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of March 8, 2022 and March 15, 2022.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 3/24/2022
Final Approval - 3/24/2022



County of Inyo



Planning Department

TIMED ITEMS - ACTION REQUIRED

MEETING: April 5, 2022

FROM: Cathreen Richards

SUBJECT: Outdoor Light Ordinance

RECOMMENDED ACTION:

Request Board: A) receive a presentation from staff on a Draft Outdoor Lighting Ordinance; B) conduct a public hearing on the proposed Draft Outdoor Lighting Ordinance adding Chapter 18.74 to the County Code and enact said ordinance; and C) certify that the provisions of the California Environmental Quality Act have been met.

SUMMARY/JUSTIFICATION:

The Inyo County General Plan Chapter 8.8 - Visual Resources, Policy 1.6 Light and Glare, has addressed outdoor lighting, since 2002, which reads:

Control of Light and Glare

The County shall require that all outdoor light fixtures including street lighting, externally illuminated signs, advertising displays and billboards use low-energy, shielded light fixtures which direct light downward (i.e. lighting shall not emit higher than a horizontal level) and which are fully shielded. Where public safety would not be compromised, the County shall encourage the use of low-pressure sodium lighting for all outdoor light fixtures.

This has never been implemented by the Code as regulations regarding outdoor lighting have never been added to it to do so.

In June of 2018, after presentations to the Board of Supervisors from the Inyo County Dark Sky Group (ICDSG) and planning department staff, the Board directed staff to continue researching outdoor lighting issues and conduct community workshops to get local input on the level of interest in dark skies and outdoor lighting regulations. In October of 2018, staff conducted three public workshops. Then, in February of 2019, staff conducted a workshop with the Planning Commission, where staff presented the public input received, as well as, gave the Commission and the attending public an overview of the issues and opportunities relating to outdoor lighting. Finally, in November 2019, staff compiled the key points that the public expressed interest in and shared it with the Board of Supervisors. The Board directed staff to continue to work on an outdoor lighting ordinance that focused on reducing light trespass and pollution where State regulations might fall short, but are not too prescriptive in the methods to achieve this goal.

Based on the community workshops in Bishop, Lone Pine and Independence, the public is very interested in preserving the resource of Inyo County's dark skies, both for the enjoyment of residents and as a potential tourist attraction. Issues of glare, light trespass and pollution were some of the primary concerns raised at the public

meetings and echoed at the Planning Commission and Board workshops. Community members related many stories of the neighbors' outside lights beaming onto their homes at night. It became evident at these meetings, and based on further research, that staff needed to get a more complete understanding of what was already covered by California Building Standards, and then make proposals that related to the issues that were unregulated by State law. Staff completed the research on how State law already regulates outdoor lighting and found the regulations are currently very comprehensive for commercial and industrial properties. This information has resulted in staff preparing an outdoor lighting ordinance that focuses on the elimination of light nuisances, pollution and the preservation of the night sky that can be enforced by the County and effect residential areas.

ANALYSIS

Planning, Building and Safety and County Counsel staff reviewed the present status of lighting regulations, as well as, reviewed the outdoor lighting standards of other jurisdictions and the comments received by the public. With this information, a draft ordinance has been prepared for the Board of Supervisors review and possible approval.

As directed by the Board, the draft ordinance focuses on the elimination of light nuisance and pollution more than prescriptive regulations and it directly implements General Plan Policy Visual Resources 1.6 Control of Light and Glare. The proposed ordinance (Attached) includes sections for:

Purpose and application

Definitions

Applicability

Exemptions

General Requirements

Outdoor Lighting Plans

Prohibitions

Signs

Outdoor Performance, Sport and Recreation Facilities

Energy Conservation

Violations and Penalties

These elements can be found in the attached Draft ordinance. Highlights of the ordinance include:

A Purpose Statement that addresses the need for safe and pleasant night time environments by eliminating nuisances caused by unnecessary light intensity, direct glare, and light trespass, as well as, protecting the night sky. The Purpose Statement sets the stage for the County to address outdoor lighting nescience issues.

The ordinance also focuses on both new and existing outdoor lighting. New lighting will be required to meet certain standards (primarily nuisance avoidance) while existing lighting is not required to be immediately updated, but can be, if it is determined to be a nuisance.

Definitions are also an important element of the draft ordinance as the regulations are based on the elimination of light trespass and pollution. These definitions include:

- "Light Trespass" means artificial light or illuminance that falls beyond the property it is located on, generally light from one property that shines onto another property or the public right of way. The amount of trespass shall be expressed in foot-candles (fc) as measured with a light meter and shall be limited to no more than 0.5 fc at the property line on which the light is located. Field measurements to determine light trespass compliance shall not include the effect of light produced by street lights.
- "Light Pollution" means any adverse effect of artificial light sources including, but not limited to, discomfort to the eye or diminished vision due to glare, light trespass, uncontrolled up-lighting, or any artificial light that diminishes the ability to view the night sky.

There are exemptions from the County's ordinance, which are based on state regulations. These include that the regulations do not apply to federal, tribal, state or local jurisdictions. There is also additional exemption language related to night time flag illumination. This was included as the Flag of the United States must either be taken down at night or be illuminated and local jurisdictions can regulate this. The draft code includes: Night time illumination of the United States and State of California flags shall be limited to lighting the area of the flag without trespass and any up-lighting shall be at a temperature of no more than 3,000-kelvins.

Outdoor lighting plans will be required. Including this will result in lighting plans being included in the plans for development and/or redevelopment, as well as for discretionary land use entitlements. As appropriate, applicants for new or substantial remodeling of residential buildings, subdivisions, conditional use permits, Lone Pine Design Review, General Plan and/or zone reclassifications will be required to submit the manufacturer specification sheets for the planned lighting and an illustration of the location, height and aiming point of all proposed outdoor lighting.

With regard to existing lighting, the proposed ordinance provides that existing nonconforming outdoor lighting fixtures will still be allowed, but they cannot be structurally altered so as to extend their useful life, aside from regular maintenance. If the Planning or Public Works Director determines that a nonconforming lighting fixture results in light pollution or light trespass, either Director may require the light to either be shielded, filtered, redirected, replaced with a less intense light source or otherwise modified (including removal if necessary) to eliminate the light pollution or light trespass.

Finally the proposed ordinance includes requirements with regard to:

- Nuisance prevention
- Maintenance
- Lighting levels
- Fixture types, and
- Accent lighting.

In addition to the proposed outdoor lighting ordinance, staff is also suggesting that the County further evaluate changing the lighting zone established by the State for energy standards found around the City of Bishop to a lower lighting category (map attached). Lighting areas are established by the California Energy Commission for all areas in the State. They are defined by Census Bureau's urban and rural definitions. This is mostly driven by established Census geography and the number of people residing within it and not the actual characteristics of the area. The Zones are:

Lighting Zone 1: areas that are developed portions of government designated parks, recreation areas and wildlife preserves;

Lighting Zone 2: Rural areas

Lighting Zone 3: Urban areas

Lighting Zone 4 is a special use district that may be created by a local government through application to the Energy Commission.

The area defined as urban includes the City of Bishop, the Bishop Paiute Tribal land and the unincorporated County in west Bishop and the Meadow Creek area. A process set forth by the Energy Commission is required to change the lighting zone. This process is much easier for a down zone than an up zone. Staff is proposing to work with the City of Bishop and the Bishop Paiute Tribe as their interest allows. The County, however, can only request the change for the area under its jurisdiction.

PLANNING COMMISSION

The Planning Commission reviewed the proposal and conducted a public hearing on December 1, 2021 and adopted a Resolution (Attached) by a 2-yes, to 1-abstention vote to recommend that the Board of Supervisors approve the Ordinance. No substantive issues were raised; however, the question of safety with regard to night time lighting was posed. This subject had been covered at previous community meetings and Planning Commission and Board of Supervisor's workshops and it was covered again at the hearing.

Briefly, staff reviewed several studies about night time lighting versus less night time lighting and the effects on safety. Most studies showed that more lighting at night does not necessarily result in better safety conditions. Some studies found the exact opposite in that more nighttime lighting actually increased the crimes of vandalism and graffiti by making it easier for perpetrators to see what they are doing. Some also recommended motion sensor lighting as it has the best effect on deterring would be criminals by adding the element of surprise when it suddenly comes on.

According to a 2012 report from the American Medical Association, “Glare from nighttime lighting can create hazards ranging from discomfort to frank visual disability.” Another study which looked at intense street and commercial strip lighting found that “when risks are carefully considered, local authorities can safely reduce street lighting saving both costs and energy ... without necessarily impacting negatively upon road traffic collisions and crime”.

Most importantly, this ordinance does not recommend eliminating outdoor or street lighting as there are valid risk concerns in doing so. Instead, it focuses on reducing the negative effects of light trespass and pollution. Outdoor, nighttime, light will still be allowed as will street lights with the goal of reducing unnecessary, obtrusive, annoying and/or dangerous lighting.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the Common Sense Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This project is a proposal to add regulations regarding outdoor lighting, light trespass and pollution. It includes no development proposals or any increases in allowed uses or densities and will result in less impacts to people and wildlife as night time lighting will be reduced.

RECOMMENDED FINDINGS

The proposed ordinance is covered by the Common Sense Rule 15061(b)(3)

(Evidence: the proposed ordinance is covered by the Common Sense Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This project is a proposal to add regulations regarding outdoor lighting, light trespass and pollution. It includes no development proposals or any increases in allowed uses or densities and will likely result in less impacts to people and wildlife as night time lighting will be reduced.)

Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.

(Evidence: Adding Chapter 18.74 – Outdoor Lighting, to the Inyo County Code is consistent with the Goals and Policies of the General Plan as it implements General Plan Policy 1.6 Light and Glare and does not conflict with other General Plan policies. It would also further existing General Plan policies related to visual resources, wildlife protection and increasing recreation opportunities.)

Based on substantial evidence in the record, the proposed Zoning Ordinance to add Chapter 18.74 to the Inyo County Code is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

(Evidence: Zone Text Amendment 2021-01 is consistent with the Inyo County Zoning code as adding Chapter 18.74 does not discontinue or expand an allowed use, nor does it conflict with other regulations related to lighting, in any of the County’s Zoning Districts. It does, instead, implement a General Plan policy and allow the County to reduce light trespass and pollution.)

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. DRAFT Ordinance - Chapter 18.74 Outdoor Lighting
2. Planning Commission Resolution - Signed

APPROVALS:

Cathreen Richards	Created/Initiated - 3/17/2022
Darcy Ellis	Approved - 3/17/2022
Leslie Chapman	Approved - 3/31/2022
John Vallejo	Approved - 3/31/2022
Cathreen Richards	Final Approval - 3/31/2022

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 18.74 OUTDOOR LIGHTING TO THE INYO COUNTY CODE.

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE: Chapter 18.74 shall be added to the Inyo County Code to read as follows:

Chapter 18.74 Outdoor Lighting

- 18.74.010. Purpose and Application.**
- 18.74.020. Definitions.**
- 18.74.030. Applicability.**
- 18.74.040. Exemptions.**
- 18.74.050. General Requirements.**
- 18.74.060. Outdoor Lighting Plans.**
- 18.74.070. Prohibitions.**
- 18.74.080. Signs.**
- 18.74.090. Outdoor Performance, Sport and Recreation Facilities.**
- 18.74.100. Energy Conservation.**
- 18.74.110. Violations and Penalties.**

18.74.010 Purpose and application.

The purpose of this chapter is to provide regulations for outdoor lighting within Inyo County in order to:

1. Provide a safe and pleasant nighttime environment for residents and visitors;
2. Eliminate nuisances caused by unnecessary light intensity, direct glare, and light trespass;
3. Protect the ability to view the night sky by restricting the upward projection of light;
4. Remove existing nonconforming outdoor lighting that violates this chapter;
5. Promote lighting practices and systems that conserve energy;
6. Protect sensitive areas and nocturnal species that can be harmed by unregulated nighttime lighting.

These general provisions serve as specific development standards to be applied in addition to the basic provisions within each zoning district in the County and the California Uniform Building Code.

18.74.020 Definitions. The following terms have the following meanings in this chapter:

1. “Fixture” means a complete lighting unit including the lamp and parts designed to distribute the light, position and protect the lamp, and connect the lamp to a power source - also referred to as a “luminaire.”
2. “Foot-candle (fc)” means a unit of measurement for the total amount of light cast on a surface (illuminance). One foot-candle is equivalent to the illuminance produced by a source of one candle at a distance of one foot.
3. “Full Cutoff Fixture” means a lighting fixture designed such that no light, either directly from the bulb or indirectly from the fixture, is emitted at or above a horizontal plane running through the lowest point on the fixture.
4. “Glare” means strong and dazzling light and/or direct and unshielded light striking the eye to result in visual discomfort and reduced visual performance.
5. “Lamp” means an artificial light source installed in the socket portion of the fixture, to be distinguished from the whole assembly - commonly referred to as a “bulb.”
6. “Light Pollution” means any adverse effect of artificial light sources including, but not limited to, discomfort to the eye or diminished vision due to glare, light trespass, uncontrolled up-lighting, or any artificial light that diminishes the ability to view the night sky.
7. “Light Trespass” means artificial light or illuminance that falls beyond the property it is located on, generally light from one property that shines onto another property or the public right of way. The amount of trespass shall be expressed in foot-candles (fc) as measured with a light meter and shall be limited to no more than 0.5 fc at the property line on which the light is located. Field measurements to determine light trespass compliance shall not include the effect of light produced by street lights.
8. “Lumen” means the unit used to quantify the amount of light energy produced by a lamp. For example, a 40-watt incandescent lamp produces approximately 400 lumens, while a 35-watt high-pressure sodium lamp produces about 2,300 lumens.
9. “Outdoor Lighting Fixture” means any temporary or permanent lighting fixture that is installed, located, or used in such a manner to provide illumination of objects or activities outside. Outdoor lighting fixtures include all fixtures mounted to the exterior of a structure, poles, bollards, or other freestanding structures, or placed so as to provide direct illumination on any exterior area or activity.
10. “Shielding” means a barrier around or within a fixture that helps conceal the lamp and control light distribution. A fixture that is “fully shielded” incorporates a solid barrier, emits no light rays above the horizontal plane and effectively obscures visibility of the lamp. A fixture that is “partially shielded” may allow some light to pass through a semi-translucent barrier, and/or may allow visibility of the lamp from certain perspectives.
11. “Temporary Lighting” means lighting that is intended to be used for a special event for up to ten days.

18.74.030 Applicability.

1. New Outdoor Lighting. All outdoor lighting fixtures installed after the effective date of this chapter shall conform to the requirements established by this chapter.
2. Existing Outdoor Lighting. All existing outdoor lighting fixtures installed prior to the effective date of this chapter shall be addressed as follows:
 - a) All existing outdoor lighting fixtures located on a property that is part of an application for a Conditional Use Permit; Subdivision approval; Lone Pine Design Review; or, a building permit for any new structure, or new or modified exterior light fixtures, or any addition(s) of gross floor area, seating capacity, or parking spaces (either with a single addition or cumulative additions), shall meet the requirements of this chapter for the entire property. Such applications are required to include an outdoor lighting plan pursuant to section 18.74.060. Conformity shall occur prior to final inspection, or final map recordation when applicable.
 - b) Existing nonconforming outdoor lighting fixtures that were not regulated by previous development codes shall be allowed continued use, except that the lighting shall not be structurally altered so as to extend its useful life, aside from regular maintenance. If the Planning or Public Works Director determines that a nonconforming lighting fixture results in light pollution or light trespass, the Director may require the light to either be shielded, filtered, redirected, replaced with a less intense light source or otherwise modified (including removal if necessary) to eliminate the light pollution or light trespass.

18.74.040 Exemptions.

The following are exempt from the provisions of this chapter:

1. Seasonal displays using multiple low-wattage bulbs (approximately 15 lumens or less), provided that they do not constitute a fire hazard, create a nuisance, and are maintained in a safe condition.
2. Vehicular lights and all temporary emergency lighting needed by law enforcement, Fire Protection Districts, or other emergency services.
3. All temporary lighting used for the construction or repair of roadways, utilities, and other public infrastructure.
4. All lighting required by state or federal regulatory agencies.
5. Illuminated address signs at no more than 15 lumens.
6. Night time illumination of United States and State of California flags shall be limited to lighting the area of the flag without trespass and any up-lighting shall be at a temperature of no more than 3,000-kelvins.

The Planning or Public Works Director may authorize minor deviations when proposed outdoor lighting does not conflict with the purposes of this chapter. An application for such a deviation must be made in writing and include an outdoor lighting plan pursuant to sections 18.74.050 and 18.74.060. Temporary lighting for special events shall also be reviewed in this manner.

18.74.050 General Requirements.

The following general standards apply to all non-exempt outdoor lighting fixtures:

1. Nuisance prevention. All outdoor lighting fixtures shall be designed, located, installed, aimed downward or toward structures, retrofitted if necessary, and maintained in order to prevent glare, light trespass, and light pollution.
2. Maintenance. Fixtures and lighting systems shall be in good working order and maintained in a manner that serves the original design intent of the system.
3. Fixture Types. All new outdoor lighting, including landscape lighting, shall use full cutoff luminaires with the light source downcast and fully shielded with no light emitted above the horizontal plane, with the following exceptions:
 - a) Fixtures that have a maximum output of 100 lumens (equivalent to one 10-watt incandescent bulb) or less, regardless of the number of bulbs, such as for string party or yard lights, may be left unshielded provided the bulb surfaces are obscured from off-site visibility with a semi-translucent or frosted glass that has an opaque top to prevent the light from shining directly up. However, partial or full shielding is preferred to control light output in all situations.
 - b) Fixtures that have a maximum output of 600 lumens (equivalent to one 40-watt incandescent bulb) or less shall be partially or totally shielded using a solid or semi-translucent barrier, provided that the lamp is not visible from off site, no direct glare is produced, and the fixture has an opaque top to keep light from shining directly up; e.g., a low output-style wall pack.
 - c) Floodlights that do not meet the definition of “full cutoff” may be used if permanently directed downward, if no light is projected above the horizontal plane, and if and fitted with external shielding to prevent glare and off-site light trespass. Unshielded floodlights are prohibited.
4. Accent Lighting. Residential accent lighting shall be limited to street address illumination. LED-type accent lighting is preferred. Commercial accent lighting may be permitted in conjunction with a sign permit. Limited architectural features may be illuminated by up-lighting, provided that the light is effectively contained by the structure, the lamps are low intensity to produce a subtle lighting effect, and no glare or light trespass is produced. For statues, public art, or other objects of interest that cannot be illuminated with down-lighting, upward lighting may be used only in the form of one narrow-cone spotlight that confines the illumination to the object of interest.

The provisions of this chapter are not intended to prevent the use of any design, material, or method of installation or operation not specifically prescribed herein, provided that the Planning or Public Works Director has approved any such alternative. An alternative proposal may be approved if it provides at least approximate equivalence to the applicable specific requirements of this chapter or if it is otherwise satisfactory and complies with the intent of this chapter.

Inyo County reserves the right to further restrict outdoor lighting including, but not limited to, pole height and level of illumination, when it is deemed in the public interest consistent with the purpose of this chapter.

18.74.060 Outdoor Lighting Plans.

An outdoor lighting plan shall be submitted, as appropriate, in conjunction with an application for: a Conditional Use Permit; Subdivision approval; Lone Pine Design Review; Zoning or General Plan designation amendments; or, a Building Permit for any new structure, or new or modified exterior light fixtures, or any addition(s) of gross floor area, seating capacity, or parking spaces (either with a single addition or cumulative additions). An outdoor lighting plan is required for all new outdoor lighting installations on residential, commercial, industrial, public and institutional properties. The Planning or Public Works Director may request outdoor lighting plans from applicants for other types of projects due to project location, size, or proposed use, as necessary. An outdoor lighting plan shall include at least the following:

- a) Manufacturer specification sheets, cut-sheets, or other manufacturer-provided information for all proposed outdoor lighting fixtures to show fixture diagrams and light output levels;
- b) The proposed location, mounting height, and aiming point of all outdoor lighting fixtures (a site plan is preferred); and
- c) If building elevations are proposed for illumination, drawings for all relevant building elevations showing the fixtures, the portions of the elevations to be illuminated, the illuminance level of the elevations, and the aiming point for any remote light fixture.

If needed to review the proposed outdoor lighting fixture installation, the Planning or Public Works Director may require additional information following the initial outdoor lighting plan submittal, including but not limited to a written narrative to demonstrate the objectives of the lighting, Photometric data, Color Rendering Index (CRI) of all lamps and other descriptive information on the fixtures, computer-generated photometric grid showing foot-candle readings every 10 feet within the property or site and 10 feet beyond the property lines (an iso-foot-candle contour line-style plan may be acceptable), and/or landscaping information to describe potential screening.

The Planning or Public Works Director may approve, deny, or require modifications to any outdoor lighting plan in order to meet the purpose of this chapter.

18.74.070 Prohibitions.

1. The installation of any new fixture not in conformance to this chapter is prohibited.
2. No outdoor lighting fixtures shall be installed, aimed, or directed to produce light that constitutes light pollution or trespass into neighboring properties or the public right of way.

3. No outdoor lighting fixture may be installed or maintained in such a manner to cause glare visible from off the property.
4. No outdoor lighting fixture may be operated in such a manner as to constitute a hazard or danger to persons, or to safe vehicular travel.
5. Blinking, flashing, moving, revolving, flickering, changing-intensity, and changing-color lights and internally illuminated signs are prohibited unless permitted pursuant to Inyo County Code Chapter 18.75.
6. The installation of new mercury vapor and/or low or high-pressure sodium lamps is prohibited.
7. Search lights, laser source lights, or any similar high-intensity light is prohibited except in emergencies by police and fire personnel or at their direction, or for approved temporary lighting.
8. Streetlights shall be down directed with complete horizontal shielding of the reflective surface and no higher than 17 feet from the bottom of the shielded fixture surface with a maximum of 5fc of light at the surface. Greater height may be granted by the County Public Works Director for safety or adopted minimum highway standards.

18.74.080 Signs.

All outdoor lighting for commercial signs installed and maintained pursuant to Chapter 18.75 shall conform to the provisions of this chapter.

18.74.090 Outdoor Performance, Sport and Recreation Facilities.

Where playing fields or other special activity areas are to be illuminated, lighting fixtures shall be mounted, aimed, and shielded so that their beams fall within the primary playing area and immediate surroundings, and so that no light trespass is produced.

The main lighting shall be turned off as soon as possible following the end of an event. Where feasible, a low-level lighting system shall be used to facilitate patrons leaving the facility, cleanup, nighttime maintenance, and other closing activities.

18.74.100 Energy Conservation.

All outdoor lighting fixtures shall conform to the requirements of Title 24 the California Energy Code.

18.74.110 Violations and Penalties.

It shall be unlawful to install or operate any outdoor lighting fixture in violation of this chapter. Any person violating any provisions of this chapter may be subject to the provisions of the Inyo County Code Title 22. In addition, any outdoor lighting fixture erected or maintained contrary to the provisions of this chapter may be declared to be a public nuisance subject to the procedures

set forth Title 22. Such remedies are in addition to and may be sought or imposed concurrently with any other remedy provided by law, regulation or ordinance.

PASSED AND ADOPTED this 5th day of April, 2022 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson

ATTEST: Leslie Chapman
 Clerk to the Board

By: _____
 Darcy Ellis, Assistant

ZTA- Resolution # 2021-02
Outdoor Lighting

RESOLUTION NO. 2021-02

**A RESOLUTION OF THE PLANNING COMMISSION OF THE
COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING
THAT THE BOARD OF SUPERVISORS CERTIFY THAT ZONE
TEXT AMENDMENT 2021-01/INYO COUNTY- OUTDOOR
LIGHTING IS EXEMPT FROM CALIFORNIA ENVIRONMENTAL
QUALITY ACT, AND MAKING CERTAIN FINDINGS WITH
RESPECT TO AND APPROVING ZONE TEXT AMENDMENT NO.
2021-01/INYO COUNTY- OUTDOOR LIGHTING**

WHEREAS, the County of Inyo ("County") desires to add a chapter to the Inyo County Code Title 18 (Zoning) relating to outdoor lighting;

WHEREAS, the County intends to regulate outdoor lighting in all zoning districts;

WHEREAS, the purpose of this ordinance is to provide the requirements and standards for outdoor lighting within the unincorporated areas of Inyo County to help to ensure that outdoor lighting is not a nuisance due to unnecessary light intensity, direct glare, and light trespass;

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects;

WHEREAS, Pursuant to the CEQA, the proposed ordinance is covered by the Common Sense Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA;

WHEREAS, on October 27, 2021, following a noticed public hearing the Inyo County Planning Commission recommended that this Board of Supervisors:

1. Certify that the proposed project is exempt from the requirements of CEQA.
2. Make certain findings with respect to and approve Zone Text Amendment 2021-01/Inyo County – Outdoor Lighting, based on all of the information in the public record and on the recommendation of the Planning Commission.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the October 27, 2021 hearing, including the Planning Department Staff Report, this Planning Commission makes the following findings:

RECOMMENDED FINDINGS

1. The proposed ordinance is covered by the General Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
2. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

1. Certify ZTA No. 2021-01/Inyo County – Outdoor Lighting is exempt from CEQA, per the Common Sense Rule.
2. Make certain findings with respect to, and approve ZTA No. 2021-01/Inyo County – Outdoor Lighting, based on all of the information in the public record and on recommendation of the Planning Commission.

PASSED AND ADOPTED THIS OCTOBER 27, 2021 by the following vote of the Inyo County Planning Commission:

AYES:
NOES:
ABSTAIN:
ABSENT:


Caitlin Morley, Chairperson
Inyo County Board of Supervisors

ATTEST:

Cathreen Richards
Planning Director

By 
Paula Riesen, Secretary of the Commission