

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 26, 2022 - 8:30 A.M.

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

CLOSED SESSION

2. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code §54957 – Title: County Administrator.**
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** Initiation of litigation pursuant to § 54956.9(c): one potential case.

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

- 10 A.M.
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. **Health & Human Services - ESAAA** - Request Board approve Contract Amendment No. 1 between the County of Inyo and California Indian Legal Services for the provision of Independent Contractor Services, revising the Scope of Work and Schedule of Fees to include additional CARES funding.
9. **Health & Human Services - First 5** - Request Board appoint Darcia Blackdeer-Lent to an unexpired three-year term as the Health & Human Services designee on the First 5 Children and Families Commission, ending December 5, 2024.
10. **Health & Human Services - Social Services** - Request Board approve Contract Amendment No. 1 to the contract between the County of Inyo and Community Service Solutions, revising the Scope of Work and Schedule of fees to include additional COVID-19 funding received for the purpose of providing personal protective equipment (PPE) to IHSS caregivers.
11. **Planning Department** - Request Board approve a Memorandum of Understanding (MOU) with the City of Bishop for the allocation of Regional Early Action Planning (REAP) grant funding.
12. **Planning Department** - Request Board: A) declare HELIX Environmental Planning Inc. a sole-source provider of planning services; B) approve the contract between the County of Inyo and HELIX Environmental Planning Inc. for the provision of planning services in an amount not to exceed \$60,758.50 for the period of April 1, 2022 to November 30, 2022, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
13. **Public Works** - Request Board approve the payment to Aspendell Mutual Water Company (AMWC), in the amount of \$26,614.44, for AMWC's relocation of County Service Area No. 2 sewer lateral that services 281 Columbine Road.
14. **Public Works** - Request Board: A) declare TerraVerde Energy, LLC of San Francisco, CA a sole-source provider of asset management services for solar photovoltaic systems; B) ratify the contract between the County of Inyo and TerraVerde Energy, LLC of San Francisco, CA for the provision of asset management services for solar photovoltaic systems in an amount not to exceed \$15,531.13 for the period of April 1, 2022 through March 31, 2025, contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
15. **Public Works** - Request Board: A) waive requirements of the Inyo County Purchasing Policy per the "no competitive advantage" exception; B) approve the standard contract between the County of Inyo and Road and Highway Builders of Sparks, NV for the provision of Road Construction Services on Cactus Flats Road in an amount not to exceed \$239,405.54, plus any allowable change orders, and authorize the Chairperson to sign; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Section 20142 and other applicable laws.

16. **Water Department** - Request Board review and possibly provide direction concerning the County's comments on LADWP draft 2022-2023 Pumping Plan.
17. **County Administrator** - Request Board receive an update on the Eastern Sierra Small Business Resource Center and provide any follow-up direction to staff as necessary.
18. **Probation** - Request Board: A) approve the modified job description for Deputy Chief Probation Officer; B) approve the contract between the County of Inyo and Julie Weier for provision of professional services as Deputy Chief Probation Officer at a monthly salary of \$9,248, effective April 28, 2022, with benefits provided pursuant to Resolution 2022-12; and C) authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.
19. **District Attorney** - Request Board: A) receive presentation from the District Attorney's Office regarding the Inyo County District Attorney Military Equipment Policy proposed pursuant to Assembly Bill 481; B) direct staff to post the proposed policy for 30 days on the DA's website and to then agendize for adoption by ordinance following the 30-day posting period; and C) provide any other desired direction to staff.
20. **Sheriff** - Request Board: A) receive presentation from the Sheriff regarding the Inyo County Sheriff's Military Equipment Policy proposed pursuant to Assembly Bill 481; B) direct staff to post the proposed policy for 30 days on the County's website and to then agendize for adoption by ordinance following the 30-day posting period; and C) provide any other desired direction to staff.
21. **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.
22. **Public Works** - Request Board:
 - A) Approve proposed Resolution No. 2022-14, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Identifying Projects to be Funded by Road Maintenance and Rehabilitation Funds Pursuant to SB 1: The Road Repair and Accountability Act," and authorize the Chairperson to sign;
 - B) Approve the recommended project lists attached to satisfy the documentation requirements to receive SB1, Road Repair and Accountability Act of 2017 funding from the Road Maintenance and Rehabilitation Account (RMRA); and
 - C) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or his designee, to sign for the RMRA funding and all associated supporting documents.
23. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of April 12, 2022 and April 19, 2022.

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

- 10:15 A.M. 24. **Water Department** - Request Board conduct a workshop with the Inyo County Water Commission to discuss Owens Valley conditions and the 2022-2023 LADWP operations plan.

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

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

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

26. **Treasurer-Tax Collector** - Treasury Status Report for the Quarter Ending March 31, 2022



County of Inyo

Board of Supervisors

COMMENT -

MEETING: April 26, 2022

FROM:

SUBJECT:

RECOMMENDED ACTION:
COUNTY DEPARTMENT REPORTS

SUMMARY/JUSTIFICATION:

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

APPROVALS:

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

Created -



County of Inyo



Health & Human Services - ESAAA

CONSENT - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Tyler Davis

SUBJECT: Ratification and approval of Amendment 1 with California Indian Legal Services including additional CARES funding.

RECOMMENDED ACTION:

Request Board approve Contract Amendment No. 1 between the County of Inyo and California Indian Legal Services for the provision of Independent Contractor Services, revising the Scope of Work and Schedule of Fees to include additional CARES funding.

SUMMARY/JUSTIFICATION:

This contract amendment comes before your Board with revisions to the scope of work and schedule of fees to include additional CARES funding received by the program. CILS has a long history of providing legal assistance services to older adults in the Eastern Sierra Region and is the agency's contracted provider for legal services for older adults through our ESAAA program. Their expertise will continue to be tapped to the benefit of our senior citizens for services including representation for evictions and other housing related legal needs should Board decide to approve this contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Board could choose not to approve this contract, thus delaying ESAAA's ability to provide required legal assistance to local senior citizens.

OTHER AGENCY INVOLVEMENT:

California Department of Aging (CDA), County of Mono, California Indian Legal Services

FINANCING:

This amendment is funded 100% CARES funds from CDA. This expense is currently budgeted in ESAAA (683000) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. California Indian Legal Services Amendment No. 1

2. CILS Agreement

APPROVALS:

Tyler Davis	Created/Initiated - 3/24/2022
Darcy Ellis	Approved - 3/24/2022
Tyler Davis	Approved - 3/29/2022
Marilyn Mann	Approved - 4/1/2022
Melissa Best-Baker	Approved - 4/1/2022
Tyler Davis	Approved - 4/5/2022
Marilyn Mann	Approved - 4/11/2022
Melissa Best-Baker	Approved - 4/11/2022
Amy Shepherd	Approved - 4/11/2022
John Vallejo	Approved - 4/11/2022
Marilyn Mann	Final Approval - 4/12/2022

AMENDMENT NUMBER 1 (One) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
California Indian Legal Services (CILS)
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and California Indian Legal Services (CILS), of Escondido, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated January 15, 2021, on County of Inyo Standard Contract No. 116, for the term from 7/01/2020 to 6/30/2024.

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

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

County and Contractor hereby amend such Agreement as follows:

ATTACHMENT A, SCOPE OF WORK, is amended as follows:

The last paragraph on the second page is amended to include:

FY 2021/2022 and FY 2022/2023

As amended, the last paragraph on the second page shall read as follows:

During FY 2020/2021, FY 2021/2022 and FY 2022/2023 with the additional CARES funding, CONTRACTOR shall provide legal services or advice related to issues arising from the COVID-19 pandemic or government responses to the pandemic.

ATTACHMENT B, SCHEDULE OF FEES, is amended as follows:

The sixth paragraph is amended to include:

FY 21/22 and FY 22/23

As amended, the sixth paragraph shall read as follows:

In FY 21/22 and FY 22/23, additional CARES monies are available for a total of \$9,122.50. A separate invoice for these funds will be submitted.

The effective date of this Amendment to the Agreement is July 1, 2021.

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

AMENDMENT NUMBER 1 (One) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
California Indian Legal Services (CILS)
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Heather Hostler
Signature

Executive Director, Heather Hostler

Dated: 03/29/2022

APPROVED AS TO FORM AND LEGALITY:

Grace Churchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Sue DL
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg
County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 8th day of December 2020 an order was duly made and entered as follows:

*HHS – CILS
Contract*

Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to ratify and approve the contract with California Indian Legal Services for the provision of legal services to older adults eligible for services through the Eastern Sierra Area Agency on Aging, in an amount not to exceed \$90,000 for the period July 1, 2020 through June 30, 2024, contingent upon the Board's adoption of future budgets. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: HHS DATE: December 17, 2020

WITNESS my hand and the seal of said Board this 8th
Day of December, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 8, 2020

FROM: Marilyn Mann

SUBJECT: Ratification and approval of Contract with California Indian Legal Services

RECOMMENDED ACTION:

Recommend Board ratify and approve the contract with California Indian Legal Services for the provision of legal services to older adults eligible for services through the Eastern Sierra Area Agency on Aging, in an amount not to exceed \$90,000 for the period July 1, 2020 through June 30, 2024, contingent upon the Board's adoption of future budgets.

SUMMARY/JUSTIFICATION:

This contract comes before your Board with revisions to the scope of work to include activities related to the use of the CARES funding received by the program. CILS has a long history of providing legal assistance services to older adults in the Eastern Sierra Region and are the agency's contracted provider for legal services for older adults through our ESAAA program. Their expertise will continue to be tapped to the benefit of our senior citizens for services including representation for evictions and other housing related legal needs should Board decide to approve this contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Board could choose not to approve this contract, thus delaying ESAAA's ability to provide required legal assistance to local senior citizens.

OTHER AGENCY INVOLVEMENT:

California Department of Aging (CDA), County of Mono

FINANCING:

This funding is 100% Federal IIIB and CARES funds from CDA. This expense is currently budgeted in ESAAA (683000) in Professional Services (5265) and will be budgeted in ESAAA in future years. No County General Funds.

ATTACHMENTS:

1. California Indian Legal Services/ESAAA Contract

AGREEMENT BETWEEN COUNTY OF INYO

AND California Indian Legal Services (CILS)
FOR THE PROVISION OF legal assistance SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal assistance services of California Indian Legal Services (CILS) of Escondido, 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 Marilyn Mann, whose title is: Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from July 1, 2020 to June 30, 2024 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 Ninety thousand Dollars

(\$ 90,000.00-----) (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>Health & Human Services</u>	Department
<u>163 May Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>California Indian Legal Services</u>	Name
<u>609 S. Escondido Blvd.</u>	Address
<u>Escondido, CA 92025</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 California Indian Legal Services (CILS)
FOR THE PROVISION OF legal assistance SERVICES


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

COUNTY OF INYO

By: 
Signature
Jeff Griffiths
Print or Type Name

Dated: 01/15/2021

CONTRACTOR

By: 
Signature
Dorothy Alther
Print or Type Name

Dated: 11/24/2020


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 California Indian Legal Services (CILS)
FOR THE PROVISION OF legal assistance **SERVICES****

TERM:

FROM: 7/1/2020 **TO:** 6/30/2024

SCOPE OF WORK:

CONTRACTOR is expected to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older adults throughout Inyo and Mono Counties. The primary focus is to deliver direct legal assistance services, at no cost to those older adults, by attorneys licensed and in good standing to practice law in the State of California. Law students, paralegals, paralegal interns, attorneys not licensed in California, and lay advocates may provide legal assistance under the direct supervision of a licensed attorney or as otherwise permitted by California law. Program services staff are encouraged to attend training being provided or sponsored by the State relevant to the subject areas of legal assistance.

CONTRACTOR is expected to work collaboratively to reach concurrence with Eastern Sierra Area Agency on Aging (ESAAA) management on an annual basis, on the local legal service needs, issue area priorities and identification of target populations.

CONTRACTOR shall refer clients, as necessary, to other appropriate agencies or organizations for services.

CONTRACTOR is expected to comply with specific requirement of the Older Americans Act (OAA), as outlined in the California Statewide Guidelines for Legal Assistance (attached).

CONTRACTOR shall provide education about and assistance with substantive legal issues of concern to older adults (defined as age 60 and older) living in the Eastern Sierra region of Inyo and Mono Counties. Services shall be targeted to those older adults with the greatest economic or social need including those who are:

1. homebound or limited mobility
2. long-term care facility residents
3. without access to transportation
4. living alone with no support or otherwise socially or geographically isolated
5. experiencing chronic health problems
6. abused
7. deaf/hearing impaired
8. immigrants
9. LGBT
10. limited English proficiency
11. people with physical disabilities
12. people with dementia or other mental capacity issues
13. grandparents caring for grandchildren
14. formerly incarcerated

Priority legal issues to address include those identified in both the California Statewide Guidelines (issued by the California Department of Aging), with specific focus on those identified in the most recent regional Needs Assessment conducted by the Eastern Sierra Area Agency on Aging (ESAAA); those issues include:

1. Getting legal assistance for matters such as wills, estate planning, public benefits, landlord-tenant matter, or other legal matters
2. Getting help with managing money, detecting and avoiding frauds and scams, credit cards, debt or taxes

Legal assistance services shall include some in-person assistance, including but not limited to on-site visits to regional Senior Centers (including, but not limited to, via electronic videoconferencing or other electronic video capability). Each site shall have no less than two, and ideally, four in-person appearances annually, including time slots reserved for private, confidential meetings with individual older adults, as coordinated with ESAAA staff. “(Contractor shall make best efforts to make the above in-person appearances to regional senior centers in a safe manner, taking into consideration the status of the COVID-19 pandemic and recommended practices and precautions from government health authorities)”

Specifically, CONTRACTOR shall provide brief legal consultation/advice/education and referral on all legal matters to targeted senior residents of Inyo and Mono Counties, and shall determine whether specific identified concerns require a legal remedy, a referral to a non-legal entity, or a referral to private attorneys if direct legal representation is required. Fee-generating cases shall be referred to the private bar. In no case will ESAAA nor the County of Inyo be responsible for costs of continued legal work on such cases.

CONTRACTOR shall comply with program monitoring by ESAAA staff as required by the State, or otherwise determined.

During FY 2020/2021 with the additional CARES funding, CONTRACTOR shall provide legal services or advice related to issues arising from the COVID-19 pandemic or government responses to the pandemic.

CALIFORNIA STATEWIDE GUIDELINES

FOR LEGAL ASSISTANCE

Prepared by

**Chisorom U. Okwuosa, Esq.
Legal Services Developer**

APRIL 7-8, 2015

**LORA CONNOLLY,
Director
California Department of Aging**

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I PREFACE

The Older American Act (OAA) of 1965, as amended, designates legal assistance as a priority service funded under Title 111-B[42 U.S.C. § 3026(a)(2)]. As such, the funding of legal assistance by each Area Agency on Aging is mandatory, and services must be accessible and available throughout each of the 33 Planning and Service Areas (PSAs) in California.

The Statewide Guidelines for Legal Assistance in California [hereinafter Guidelines] were originally developed by the Legal Services Developer within the California Department of Aging (CDA) in conjunction with representatives from the Area Agencies on Aging (AAAs), Legal Services Providers (LSPs), Ombudsmen, California Association of Area Agencies on Aging (C4A) and the California State Bar. The purpose of the Guidelines is to provide guidance and technical assistance to the AAAs and LSPs on the delivery of quality legal assistance to older individuals, pursuant to the Older Americans Act (OAA) of 1965, as amended. These Guidelines were designed to outline the elements of a quality legal services program and how to promote an effective legal assistance delivery system throughout the state.

On April 7 & 8, 2015, the Model Approaches Grant Partners - CDA, Legal Services of Northern California and the Legal Aid Association of California convened an in-person meeting of a Task Force in San Francisco for the purpose of updating the Guidelines. The Task Force consisted of representatives from CDA, AAAs, LSPs, C4A, Ombudsmen and the California State Bar. The task force was facilitated by Penelope Hommel, Co-Executive Director of The Center for Social Gerontology, Ann Arbor, Michigan.

The Guidelines were circulated to the members of the Task Force in draft form for comments. Following these revisions, the Task Force members, in turn, circulated a draft to their various members and obtained input. Most comments that were consistent with the consensus reached during the in-person meeting were incorporated into the Guidelines, where feasible. This document is now the final update of the Guidelines.

It is important to emphasize that the implementation of the updated Guidelines will not only help ensure compliance with the Older Americans Act and consistency with the Older Californians Act, but will also help to focus the delivery of legal assistance to at risk older individuals in California and promote effective advocacy.

On behalf of the California Department of Aging, I wish to thank my Grant Partners, each member of the Task Force and everyone who contributed or participated in this process.

July 31, 2015
Chisorom U. Okwuosa, Esq.
Legal Service Developer,

II. DEFINITIONS

For purpose of these Guidelines, the following definitions are applicable. Many of these definitions mirror those found in the Older Americans Act (OM) to whatever extent possible and appropriate. Any term not otherwise defined will have its general meaning.

Abuse -the willful: (a) infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical harm, pain, or mental anguish; or (b) deprivation by a person, including a caregiver, of goods or services that are necessary to avoid physical harm, mental anguish or mental illness. See 42 U.S.C. § 3002(1).

Accessible - the practical availability of legal services to the target population groups.

Adult Protective Services (APS) -those preventive and remedial activities performed on behalf of elders and dependent adults who are unable to protect their own interest, harmed or threatened with harm, caused physical or mental injury due to the action or inaction of another person or their own action as a result of ignorance, illiteracy, incompetence, mental limitation, substance abuse or poor health, lacking in adequate food, shelter or clothing, exploited of their income and resources, or deprived of entitlement due them. See Cal. Welf. & Inst. Code§ 15610.10.

Advance Directive - a document executed under the California Health Care Decisions Act (Cal. Prob. Code §§ 4600-4805) designating an agent for making health care decisions in case of the principal's incapacity and or expressing the principal's health care and related choices.

Americans with Disabilities Act - a-federal remedial statute designed to eliminate discrimination against individuals with disabilities and to integrate individuals with disabilities in all areas of society.

Area Agency on Aging - the agency on aging designated in a planning and service area to develop and administer the area plan for a comprehensive and coordinated system of services for older people. See 42 U.S.C. § 3025(b).

Community Legal Education -An essential system of outreach to inform elders, other service providers and concerned parties of the legal rights of older people in community education forums, which will vary based on the literacy, sophistication, predominant language, available resources, and geographic dispersion of clients. Community legal education is specifically discussed in Standard 3.6 of the "ABA Standards for the Provision of Civil Legal Aid," where it is described as an important tool for providers and which is available from the State Legal Services Developer.

Conservatorship - a court proceeding to appoint a manager for the financial affairs and/or the personal care of an adult who is either physically or mentally unable to handle either or both.

Legal Assistance - (a) means legal advice and representation provided by an attorney to older individuals with economic or social needs; and (b) includes - (i) to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under

California Statewide Guidelines for Legal Assistance

the direct supervision of an attorney; and (ii) counseling or representation by a nonlawyer where permitted by law. See 42 U.S.C. § 3002(33). Direct legal assistance may be provided face-to-face, by telephone, or by electronic communication and includes, but is not limited to, advice and consultation, litigation, administrative representation, brief services, preparing legal documents and pro se assistance.

Direct Supervision - oversight of the provision of services by a professional licensed to provide such services, so as to ensure appropriate quality and scope of services. Direct supervision necessarily includes, but is not limited to, a substantial degree of personal review of work product, and availability to respond to questions from the persons being supervised.

Exploitation - (a) the fraudulent or otherwise illegal, unauthorized, or improper act or process of an individual, including a caregiver or fiduciary, that uses the resources of an older individual for monetary or personal benefit, profit, or gain, or that results in depriving an older individual of rightful access to, or use of, benefits, resources, belongings, or assets; (b) In subparagraph (a), the term "caregiver" means an individual who has the responsibility for the care of an older individual, either voluntarily, by contract, by receipt of payment for care, or as a result of the operation of law and means a family member or other individual who provides (on behalf of such individual or of a public or private agency, organization, or institution) compensated or uncompensated care to an older individual. See 42 U.S.C. § 3002(18).

Greatest economic need - the need resulting from an income level at or below 125% of the current official Federal Poverty Guideline amounts, consistent with financial eligibility policies of the Legal Services Corporation and the Uniform Reporting System for California. See 45 C.F.R § 1611.3. This includes exceptions to the income ceiling for those at 200% or less of the Federal Poverty Guidelines amounts in certain circumstances as enumerated in the Legal Services Corporation regulations. *Id.* at § 1611.5. (Providers may also take the California Elder Economic Security Index into account, as Area Agencies do during their mandated planning process when identifying those in greatest economic need. See Cal. Welf. & Inst. Code § 9400.)

Greatest social need - the need caused by non-economic factors, which include:

- (A) physical and mental disabilities;
- (B) language barriers, and
- (C) cultural, social or geographical isolation, including isolation caused by race or ethnicity, sexual orientation or gender identity, or housing status or mobility issue that:
 - (i) restricts the ability of an individual to perform normal daily tasks;
 - (ii) or threatens the capacity of the individual to live independently.

California Statewide Guidelines for Legal Assistance

Legal Services Provider (LSP) - an entity that is funded to deliver legal services to older people pursuant to the OAA. Note that this definition shall include, and these Guidelines thus shall apply to any OAA Title IV funded hotline, should one exist.

Legal Services Corporation (LSC) - a private, non-membership nonprofit corporation, that provides financial support for legal assistance in non-criminal proceedings or matters to people financially unable to afford legal assistance. See 42 U.S.C. § 2996b(a).

Long Term Care Ombudsman Program - a program established by the OAA using State-certified paid and volunteer ombudsman representatives and volunteers who advocate on behalf of residents of long-term care facilities (and potentially individuals receiving long term services and supports in the community) to seek remedies for both individual and systemic issues, and investigate complaints of elder abuse within these facilities. See 42 U.S.C. § 3058g.

Medi-Cal - California's Medicaid, the federal and state program of medical assistance for needy and low-income people.

Medicare - a federal health insurance program administered by the Centers for Medicare & Medicaid Services (CMS) in the Department of Health and Human Services. that is available regardless of income. Most people 65 years of age or older and certain disabled or blind people, regardless of age, are covered.

Monitoring Tool - instrument used to provide specific information about legal services, including staffing, targeting, intake and outreach. Monitoring tools should include components that enable AAAs and providers to assess contractual compliance, ensure consistency with these Guidelines, evaluate the quality and impact of programs, and review program goals and outcomes.

Older Americans Act of 1965 (OAA) - a federal Act to provide assistance in the development of new or improved programs to help older people, through grants to states for community planning and services and for training, through research, development, or training project grants, and to establish within the Department of Health and Human Services an operating agency to be designated as the Administration on Aging (Note that the Administration on Aging is now a part of the Administration for Community Living, established in April 2012 by bringing together the Administration on Aging, the Office on Disability and the Administration on Developmental Disabilities and is part of the Department of Health and Human Services). See 42 U.S.C. § 3001 *et seq.*

California Statewide Guidelines for Legal Assistance

Outreach - the process of informing potential clients regarding legal information, legal issues, available services and how to access those services. This may include specific information about available services or general education on legal and other relevant issues. Outreach is the key to implementing the targeting and priority setting goals in the OAA. Outreach may also include communication with other organizations or agencies that serve elders targeted under the OAA, such as APS, law enforcement, and community organizations.

Paralegal - a person who is qualified by education, training, or work experience, who either contracts with, or is employed by, an attorney, law firm, corporation, governmental agency, or other entity, and who performs substantial legal work under the direction and supervision of an active member of the State Bar of California.

Planning and Service Area - a geographic area that is designated for purposes of planning, development, delivery, and overall administration of services under an area plan. See 42 U.S.C. § 3025.

Program Staff - includes attorneys, law students, paralegals or unlicensed attorneys, lay advocates, and legal secretaries acting under the supervision of a licensed attorney or as provided by California law, who are employed by a legal services provider and whose primary job duties concern providing legal services to target populations pursuant to the OAA.

State Legal Service Developer - a person whose position is mandated by the OAA and whose mission providing state leadership in a) developing legal assistance programs for older people (42 U.S.C. § 3027(a)(13)), and b) securing and maintaining legal rights of older persons (42 U.S.C. § 3058).

State Unit on Aging - the California Department of Aging, which administers programs that serve older adults, including legal services programs, administers funds allocated under the federal OAA and the Older Californians Act; referred to throughout this document as "the State."

Targeting - the requirement in the OAA that services reach older people with greatest economic and social need, with particular attention to low-income individuals, low-income minority individuals, older individuals residing in rural areas, with limited English proficiency, with severe disabilities (physical and/or mental), isolated because of sexual orientation or gender identity, at risk for institutional placement, or other isolated older individuals.

III. MISSION STATEMENT

Ensure justice, dignity, health, security, maximum autonomy and independence to older Californians, particularly those in greatest need, by protecting and enforcing the legal rights of individuals and by promoting social change through broad elder rights advocacy.

IV. PROGRAM PURPOSE

The purpose of the Legal Services Program is to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the State of California.

In the development and implementation of local legal services programs, OAA Title 111-8 legal services providers ("LSPs"), along with their partners, AAAs, Ombudsman programs and the State are to be guided as follows:

- All partners should recognize that LSPs are a part of the continuum of aging services and coordinate with other Older American Act programs to economize costs and develop systems for greatest impact.
- All partners should communicate to each other and to outside interested parties the important impacts of legal services.
- LSPs and AAAs should work together to identify target population - those in greatest social or economic need, or otherwise vulnerable older adults.
- LSPs and AAAs should work together to identify priority legal issues, using this document and the OAA as a guide, but more specifically delineating priorities for each service area in a given time period.
- LSPs and AAAs should work together with a mutual understanding that, where possible, efforts should be made to focus on priority legal issues as designated in this document and further delineated in each service area.
- LSPs and AAAs should work together to make a positive impact on the lives and well being of disadvantaged or vulnerable older persons by balancing serving many individuals with targeting services to specific populations and focusing on their most critical legal issues.
- LSPs should address all OAA legal services needs

V. TARGET POPULATIONS

The OAA, as amended, specifies that services be targeted to those people in greatest social or economic need, including but not limited to low-income individuals, minorities, rural elders, and those with limited English proficiency. Recognizing that the resources of the OAA are inadequate to meet the legal needs of all older adults, legal assistance services must be targeted to specific populations of older adults.

The target populations shall be determined after consideration of the personal and issue-specific risk factors outlined herein. LSPs and AAAs should collaborate to the greatest extent possible and appropriate to identify what populations are in the greatest social or economic need in their service area. Identified populations will vary from program to program to reflect the needs of the particular geographic locale served by each program. This identification can be achieved through formal or informal legal needs assessments, interviews with other service providers, and input from the targeted client groups.

After identifying appropriate target groups, AAAs and LSPs should again collaborate to the extent possible and appropriate to jointly develop a plan to ensure that legal services are targeted to those populations. In developing plans for targeting of legal services to specific groups of older persons, consideration is to be given to ways the legal assistance program can assist such groups to achieve their desired outcome.

Both identification of target groups and plans for targeting and outreach should be reassessed on a regular basis.

Examples of groups, within the broad categories of those with greatest economic or social need are listed below. This list is not exhaustive, mandatory or in priority order; rather it represents a range of possibilities.

- Homebound or limited mobility
- Residing in long-term care facility
- Without access to transportation
- Living alone with no support or otherwise socially or geographically isolated
- Experiencing chronic health problems
- Abused
- Homeless or at risk of homelessness
- Deaf/Hearing Impaired
- Immigrants
- LGBT
- Limited English Proficiency
- People with physical disabilities
- People with dementia or other mental capacity issues
- Grandparents caring for grandchildren
- Formerly incarcerated

VI. PRIORITY LEGAL ISSUES

AAAs and LSPs shall consider the issue areas listed below in preparing their Area Plans and Requests for Proposals (RFP). However, AAAs and LSPs should work collaboratively to establish specific local priorities. In setting local priorities for legal services, LSPs should work together with AAAs as well as other local stakeholders to identify issues of greatest concern to the service area's identified target population(s). Consumer input, formal or informal needs assessments, review of program data and consideration of other available resources to meet the need are just a few of the methods that can be used to identify local priorities.

Below is a list of substantive legal issues that affect target populations in California and that conform to the requirements of the OAA. Each larger issue is an established priority under the OAA and each sub-issue has been identified as commonly arising in California in the given category. These are not listed in order of priority and the list is not exhaustive.

- Income/Nutrition
 - **SSI**
 - Social Security
 - Pensions/Retirement
 - CalFresh/Supplemental Nutrition Assistance Program (SNAP)
 - Unemployment
- Housing/Utilities
 - Tenant Rights
 - Real Property
 - Utilities
- Long-term Care
 - **SNF**
 - Facility issues
 - Community-based, long-term care services
- Healthcare
 - **MediCal**
 - Medicare
 - Managed care
 - Provider/services access
 - Private/Insurance
- Protective Services/Elder Abuse/Defense against Conservatorship
 - Conservatorship issues (focus on defending older persons against guardianship as called for in the OAA § 321 (a)(6))
 - Restraining Orders
 - Abuse/neglect
 - Exploitation
 - Advanced Planning/Autonomy/advance directives

California Statewide Guidelines for Legal Assistance

Beyond the OAA priority issues listed above, consideration should be given to these issues identified as priorities in California:

- Consumer
 - o Bankruptcy/debt
 - o Contracts/warranties
 - o Scams/identity theft

- Civil Rights
 - o LEP Rights
 - o Discrimination
 - o Immigration

While all of the issues identified above have been identified as common issues throughout California, each service area's priority legal issues will be unique and need not include all of the issues listed. *AAAs and LSPs will jointly establish priorities issues for their service area.* Nothing in these Guidelines shall be construed to require that the LSP provide services in all of these issue areas. LSPs have the discretion to accept special compelling cases in other substantive issue areas not identified above. Also, regardless of the priority issues established by the AAA and LSPs for their area, LSPs can and should consider other factors when deciding whether or not each individual case is appropriate for acceptance. These factors include a client's individual circumstances, the merits of each case, the expertise of the LSP's staff in the type of case, the availability of assistance from complementary service providers and the impact the case might have on the community.

VII. MECHANISMS FOR REACHING TARGETED GROUPS AND ADDRESSING PRIORITY ISSUES

After having jointly identified target populations and priority legal issues, AAAs and LSPs should consider what mechanisms they will use to reach those populations and provide services on those issues. Outreach may involve efforts aimed at targeted seniors or efforts aimed indirectly at seniors via other organizations that serve them. Outreach may also involve education or training. Collaboration between AAAs and LSPs is strongly encouraged in identifying targeting mechanisms and developing strategies. Consultation with other local stakeholders and service providers is also encouraged.

Strategic outreach is the key to implementing the targeting and priority setting goals. Outreach in its broadest sense involves a variety of strategies. A "first-come-first-served" program is the result of unfocused outreach and does not effectively reach targeted client populations. Almost by definition, the most at-risk vulnerable older adults are the most difficult to reach and serve. Only focused outreach will achieve the goal of reaching and serving those groups.

California Statewide Guidelines for Legal Assistance

Successful outreach efforts may include: distribution of information about services to community members, community legal education, developing referral sources among providers and community based organizations who work directly with target groups; including representatives of target groups on advisory boards; participating in groups or organizations for vulnerable adults; using culturally appropriate outreach materials; expanding intake hours and sites; developing additional ways to access services; utilizing media directed to target populations; utilizing bilingual staff; and other strategies to promote access. While outreach efforts, such as community legal education, are aimed at potential legal services clients, outreach may also occur to other organizations and providers. AAAs and LSPs should consider many factors in developing an outreach strategy including time and resources required for different types of outreach, availability of other community resources, both in terms of quantity of resources available and types of services, willingness of other organizations to collaborate, and importance of the target issue or population addressed. For example, some outreach efforts require establishment of relationships and partnerships with other organizations and communities that may be heavily time and resource consuming but will ultimately lead to more appropriately targeted services. Other outreach efforts, while more easily accomplished or perhaps resulting in more clients served, may not succeed in targeting the identified populations or issues. These factors should be considered by AAAs and LSPs in development of outreach strategies.

State and Area Plans are required to include plans for outreach to special target populations. A RFP for Legal Assistance must include a requirement for an outreach plan to such groups. This plan is an important factor to be considered by the AAA in contracting decisions and the contract negotiation process. Outreach plans addressed during the contract negotiation process should not be purely quantitative but rather should consider broader, qualitative impact and effective use of resources based on the specific target populations and issues.

No matter how well suited to a community, for a program to be successful, people must know of its existence, it must be easily accessible, and older people in the community must become aware of the value of legal assistance in protecting their interests and improving their lives.

VIII. PROVIDER ROLES AND RESPONSIBILITIES

A. General Expectations

Legal services providers (LSPs) are expected to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the relevant PSA. The primary focus of the LSP is to deliver direct legal assistance services.

B. Staff Expectations

1. Each program is expected to provide access, at no cost, to legal assistance by attorneys licensed and in good standing to practice law in the State of California. Law students, paralegals, paralegal interns, attorneys not licensed in California, and lay advocates may provide legal assistance under the direct supervision of a licensed attorney or as otherwise permitted by California law. Each program is required to carry adequate malpractice insurance in accordance with CDA requirements.
2. Program staff are expected to have experience and training or propose a plan for obtaining the necessary training in the priority subject areas of law in which they are providing services.
3. Program advocates are encouraged each year to attend training being provided or sponsored by the State relevant to the subject areas of legal assistance.

C. Other Provider Expectations

The LSPs are expected to:

1. Operate according to the Guidelines as set forth in this document and any amendments thereto.
2. Work collaboratively to reach concurrence with the AAA, on an annual basis (or alternatively just in the 2nd, 3rd, and 4th years of the LSP's contract, i.e., not during the competitive RFP process), on the local legal services needs, issue area priorities and identification of target populations.
3. Assist the State and the AAA in developing and amending a model monitoring tool to ensure consistency in the delivery of legal services and that LSPs are providing priority legal services to meet the local needs of the targeted population groups.
4. Refer clients, as necessary, to other appropriate agencies or organizations for services.

5. Comply with specific requirements of the OAA by doing the following:
 - a. Utilize funds received from the AAA to maintain existing levels of legal services to eligible individuals and, to the extent practicable, assure that legal services furnished will be in addition to any legal services being furnished with funds from other sources. See 42 U.S.C. § 3027(a)(11)(D). Additionally, any voluntary contributions shall be used to expand services and to supplement (not supplant) OAA funds. See 42 U.S.C. § 3030c-2(b)(4)(D).
 - b. Not condition access to the provision of Title 1118 funded legal assistance to any person 60 years of age or older solely on his/her level of income. See 42 U.S.C. § 3030c-2(b)(3). However, a LSP may question the client about financial circumstances as part of the process of providing legal advice, counsel and representation, and also for the purpose of identifying additional financial resources to which the client may be entitled, and to assist in targeting its resources to provide services to clients with greatest social or economic needs. See 45 C.F.R. § 1321.71(e).
 - c. Not deny services to any individual who does not contribute to the cost of the service. See 42 U.S.C. § 3030c-2(b)(3). Clients shall be given an opportunity to voluntarily contribute to the cost of the services they receive. Such opportunity shall be provided in a manner that ensures privacy with respect to contributions. LSPs shall clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary. The method of announcing the opportunity to contribute must not discourage the utilization of the service by the contributor or other potentially eligible individuals.
 - d. Demonstrate the ability to provide legal assistance in the primary language(s) spoken by clients. See 45 C.F.R. § 1321.71 (c)(5).
 - e. Coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program. See 42 U.S.C. § 3027(a)(11)(B).
 - f. Coordinate legal assistance activities with the private Bar including groups within the private Bar furnishing services to older individuals on a pro bona or reduced fee basis. See 42 U.S.C. § 3027(a)(11)(A)(iii).

California Statewide Guidelines for Legal Assistance

6. Establish a written grievance process for disposition of complaints made by or on behalf of older individuals. *See* 22 C.C.R. § 7400(a)(2).
7. Have ready access to relevant legal authorities for all appropriate staff, including relevant federal, state, and local laws, manuals for relevant government programs, and relevant support center manuals.
8. Have in place written procedures for case intake, acceptance and rejection.
9. Develop and follow a protocol and a program policy for referral of fee generating cases consistent with the OAA Regulations. *See* 45 C.F.R. § 1321.71 (g).

D. Coordination with the Long-Term Care Ombudsman Program

The ombudsman program is responsible for advocating and investigating complaints on behalf of the residents of long-term care facilities (LTCFs). In addition, the ombudsman program maintains an ongoing presence at LTCFs, monitors care conditions, and serves as a voice for LTCF residents unable to speak for themselves. Other ombudsman responsibilities include representing the interest of the residents wherever possible, witnessing advanced directives, and educating consumers about residents' rights and good care practices. The ombudsman should maintain strict confidentiality unless resident consent is granted.

The LSP and ombudsman operating within the PSA are expected to develop a Memorandum of Understanding (MOU) which will outline their respective roles and responsibilities, mechanisms for appropriate referral to the LSP and other coordination issues. Sample MOUs can be provided by the State upon request.

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and ombudsman services are provided by the same agency, LSPs must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may provide legal consultation to the ombudsman program only in instances where there is a civil suit or other legal action involving a LTCF resident and an ombudsman or the program is called as a witness or has been subpoenaed. LSPs shall not provide legal representation to the

California Statewide Guidelines for Legal Assistance

ombudsman program. Representation of the ombudsman program is the responsibility of the State as described below in Section . X.B.4.

E Other Coordination Expectations

1. LSPs are to coordinate with the network of other service providers, including but not limited to other LSPs, HICAP, senior information and assistance, APS, law enforcement, and case management services, within the limits of confidentiality.
2. LSPs and the State are to emphasize improved communication and sharing of knowledge and resources as part of the statewide LSP community for the benefit of all California seniors. This may include regular communication among LSPs via listserv, on phone calls, and at periodic in-person meetings.
5. LSPs and a statewide or regional senior legal hotline, if available, will coordinate services with each other to maximize benefits to clients in keeping with local needs and conditions.

F. Ethical Guidelines for Providers

1. LSPs must maintain confidentiality in accordance with relevant law and professional codes.
2. LSPs must abide by the California Rules of Professional Conduct, the State Bar Act (Cal. Bus. & Prof. Code § 6000, *et seq.*) and any other statutes or canons governing the practice of law or the treatment of confidential information in California.
3. LSPs shall develop and make available to the AAAs and the State Legal Services Developer a program policy on conflicts of interest related to outside employment and client representation.
4. The LSPs that are agencies of a county government are required to provide or refer to an alternate resource for legal assistance where conflict exists between the client and any agency of the county government.
5. LSPs are to exercise all reasonable efforts to avoid conflicts of interest among clients in accordance with the California Rules of Professional Responsibility, and identify alternate sources of legal assistance for clients who cannot be assisted by the provider.
6. LSPs are to make the best effort to clearly identify who is the prospective client and to educate the client or prospective client and other interested parties presenting the client's concerns and aging services communities about the potential conflict.

IX. AREA AGENCY ON AGING ROLES AND RESPONSIBILITIES

A. General Area Agency on Aging Expectations

AAAs are expected to work with the LSPs to provide leadership on all aging issues in their respective planning and service areas. This leadership will extend to overall planning, advocacy, coordination of services, interagency linkages, information sharing, monitoring, evaluation and support. The AAA will ensure that legal assistance services are incorporated into the area's aging network and ensure that the focus of legal assistance services is consistent with agency identified local goals under the approved area plan.

B. Specific Area Agency on Aging Expectations

With respect to legal assistance, the AAAs are expected to:

1. Work collaboratively, on an annual basis (or alternatively just in the 2nd, 3rd, and 4th years of the LSP's contract), to reach concurrence with the LSP on the local legal services needs, issue area priorities and identification of target populations.
2. Assure that LSPs are funded as a priority service and that legal assistance services are available throughout the planning and service area, as resources allow, in accordance with the OAA.
3. Select through a competitive process the LSP(s) best able to demonstrate the experience and capacity to meet the requirements of federal and state laws and regulations, address local concerns, and fulfill these Guidelines.
4. Assure that the primary focus of the LSP is to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the relevant planning and service area.
5. Develop and maintain, in partnership with the State and LSPs, a model monitoring tool for legal assistance services.
6. Monitor the program annually to assess compliance with Federal and State laws and regulations and contractual requirements, and to ensure consistency with the Guidelines.
7. Ensure that LSPs have a system in place to allow clients to file complaints or grievances about the operation of the legal assistance program, consistent with Section VIII(C)(6) of these Guidelines.

California Statewide Guidelines for Legal Assistance

8. Develop a model Request for Proposals, in partnership with the State Legal Services Developer, consistent with these Guidelines and adapted to each PSA.
9. Consider the quality and not just the quantity of legal services when monitoring and evaluating LSPs and, understand that in certain instances, greater impact can be achieved by serving fewer clients or in fewer hours.

C. Coordination, Training and Support Responsibilities

AAAs will, through the procurement and monitoring processes, ensure that LSPs demonstrate:

1. That staff have sufficient professional skills and receive training each year relevant to the subject areas of legal assistance being provided.
2. That a method exists to ensure coordination with other legal and non-legal service providers, including but not limited to Ombudsman, HICAP, senior information and assistance, APS, law enforcement, and case management services, within the limits of confidentiality.
3. That an outreach plan is developed and implemented.
4. That all relevant staff have reviewed and are apprised of agreed upon priority issue areas, target populations, and targeting mechanisms.

D. Ethics and Confidentiality

AAAs are to recognize and respect that LSPs must abide by the California Rules of Professional Conduct, the State Bar Act (Cal. Bus. & Prof. Code, § 6000, *et seq.*) and any other statutes or canons governing the practice of law or the treatment of confidential information in California. AAAs are to observe and respect attorney-client privilege held by LSPs and their clients. The OAA mandates observation of attorney-client privilege, but it also includes provisions concerning a lawyer's ethical obligations to protect client confidentiality. The legislative history of the act makes clear that this includes any client identifying information. Therefore, AAAs are to respect not just attorney-client privilege but that LSPs have a general ethical duty of confidentiality and may be legally justified in protecting client information.

X. STATE UNIT ON AGING ROLES AND RESPONSIBILITIES

A. General State Expectations

With respect to legal assistance, the State is expected to:

1. Develop an Elder Rights Plan, as a part of the State Plan, which will include and delineate a program to provide leadership for expanding the quality and quantity of legal and advocacy assistance in accordance with the program purposes outlined in Section IV. This function should be done in partnership with the AAAs, LSPs, consumers and other elder rights advocates. The State is to provide for a periodic assessment of the legal and advocacy needs of older individuals with respect to elder rights and unmet needs.
2. Provide a full-time Legal Services Developer and other personnel sufficient to ensure:
 - a. State leadership in securing and maintaining legal rights of older individuals.
 - b. Capacity for coordination of the provision of legal assistance funded under Title 111-8 and other funding sources.
 - c. Technical assistance, training, and supportive functions to AAAs, LSPs, ombudsman, and other appropriate individuals or organizations.
 - d. Regularly convene meetings with AAAs and LSPs.
3. Develop a system for monitoring the quality of legal assistance services, in partnership with the AAAs and LSPs. The monitoring system shall be designed in such a way as to protect the confidentiality of clients. Any monitoring shall take both quantity and quality of service into consideration with an understanding that in certain instances, greater impact can be achieved by serving fewer clients.

8. Other Expectations

1. The State will work with AAAs to develop a model Request for Proposals for adaptation to each area.
2. The State, in conjunction with AAAs and LSPs, will review and update these Guidelines for Legal Services as appropriate and will provide training as needed on the application and implementation of the Guidelines to the AAAs and LSPs.
3. The State will sponsor or provide training annually for LSPs.
4. The State will ensure that legal representation is provided to any representative of the ombudsman program against whom suit or other legal action is brought or threatened to be brought in connection with the performance of the official duties of the ombudsman. See 42 U.S.C. 30589(9).

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND California Indian Legal Services (CILS)
FOR THE PROVISION OF legal assistance SERVICES**

TERM:

FROM: 7/1/2020 **TO:** 6/30/2024

SCHEDULE OF FEES:

Funding from California Department of Aging (CDA) will be used to pay this contract. This is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This contract is a sub-award of the federal award to CDA to County of Inyo (EIN 95-6005445). The CFDA number is 93.044 Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers. These funds are a portion of the County of Inyo allocation.

Pursuant to 2 CFR Part 200-Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is aggregate of funds from all federal sources, not just funds coming from any pass-through entity. Sub recipients that meet this threshold are required to submit their annual Single or Program Specific Audit to County.

Pursuant to 2 CFR Part 200-Subpart D, HHS requires sub recipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant's report of Agreed Upon Procedures applied to the program funded by the sub-award.

An indirect cost rate shall not exceed 15%.

Upon ESAAA's receipt of monthly documentation of services provided and associated invoice, County shall provide monthly payment amounts of \$ 1,667, not to exceed \$ 20,000 annually, for each of the four years in the contract period.

In FY 20/21, an additional \$10,000 is available for CARES activities. A separate invoice for these funds will be submitted.

No specific travel or per diem is provided for in this contract.

Annually, CONTRACTOR shall comply with State fiscal requirements by completing necessary budget and related fiscal documents as requested by HHS fiscal staff. CONTRACTOR shall comply with annual fiscal monitoring by HHS/ESAAA fiscal staff.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND California Indian Legal Services (CILS)**
FOR THE PROVISION OF legal assistance SERVICES

TERM:

FROM: 7/1/2020 **TO:** 06/30/2024

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.



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Serena Johnson

SUBJECT: Appointment of Darcia Blackdeer-Lent, HHS designee, to the First 5 Children and Families Commission

RECOMMENDED ACTION:

Request Board appoint Darcia Blackdeer-Lent to an unexpired three-year term as the Health & Human Services designee on the First 5 Children and Families Commission, ending December 5, 2024.

SUMMARY/JUSTIFICATION:

Your Board is asked to appoint one individual to the First 5 Children and Families Commission to an unexpired term as the Health & Human Services designee. Inyo County Code requires that the First 5 Children and Families Commission membership shall consist of a designee of the Health & Human Services Director, as defined in Health & Safety Code Section 130140.

Marilyn Mann, HHS Director, is recommending for appointment, Darcia Blackdeer-Lent, interim Deputy Director of Aging and Social Services, as the designee of the HHS Director, filling the position Keri Oney, previous Deputy Director of Aging and Social Services held. Darcia's knowledge of family needs and community interventions will strengthen First 5 programs and initiatives.

First 5 Commission would like to recognize and thank Keri Oney for her two years sitting on the First 5 Commission, bringing a compassionate and forward-thinking perspective in support of children and young families in Inyo County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to appoint or not reappoint different persons, adhering to the County Code of HHS designee directions.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Serena Johnson	Created/Initiated - 4/1/2022
Marilyn Mann	Approved - 4/1/2022
Darcy Ellis	Approved - 4/1/2022
Marilyn Mann	Approved - 4/5/2022
John Vallejo	Approved - 4/5/2022
Marilyn Mann	Final Approval - 4/7/2022



County of Inyo



Health & Human Services - Social Services

CONSENT - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Tyler Davis

SUBJECT: Contract Amendment 1 with Community Service Solutions to provide additional funding for PPE during COVID-19

RECOMMENDED ACTION:

Request Board approve Contract Amendment No. 1 to the contract between the County of Inyo and Community Service Solutions, revising the Scope of Work and Schedule of fees to include additional COVID-19 funding received for the purpose of providing personal protective equipment (PPE) to IHSS caregivers.

SUMMARY/JUSTIFICATION:

Community Services Solutions is our contracted Employer of Record for our In-Home Supportive Services (IHSS) program. This contract amendment comes before your Board amending the Scope of Work and Schedule of fees to include additional COVID-19 funding received for the purpose of providing personal protective equipment (PPE) to IHSS caregivers. This funding is specific to the provision of PPE to caregivers who are providing care to an IHSS recipient who is either suspected to have COVID-19 or is confirmed to have COVID-19. PPE to be provided includes, but is not limited to gloves, gowns/aprons, goggles or face shields, face masks and respirators. The Department respectfully requests your Board approve the amendment to ensure IHSS caregiver access to PPE resources.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this request, which would require the County to establish a Public Authority to ensure we are in compliance with State requirements.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

State funds. This contract is be budgeted in Social Services (055800) in Support and Care (5501). No County General Funds.

ATTACHMENTS:

1. Community Service Solutions Sole-Source Agreement
2. CSS Amendment No. 1

APPROVALS:

Tyler Davis	Created/Initiated - 3/24/2022
Darcy Ellis	Approved - 3/24/2022
Tyler Davis	Approved - 3/29/2022
Marilyn Mann	Approved - 4/12/2022
Melissa Best-Baker	Approved - 4/12/2022
Amy Shepherd	Approved - 4/12/2022
John Vallejo	Approved - 4/12/2022
Marilyn Mann	Final Approval - 4/19/2022

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21st day of September 2021 an order was duly made and entered as follows:

HHS-Social Services – Community Service Solutions Sole-Source Contract Moved by Supervisor Kingsley and seconded by Supervisor Roeser to: A) declare Community Service Solutions a sole-source provider for IHSS Registry, Employer of Record, and Labor Union Negotiation Services; B) approve the contract between the County of Inyo and Community Service Solutions for the provision of an IHSS Registry and Employer of Record services in an amount not to exceed \$256,952.00 for the period of October 1, 2021 through June 30, 2023, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign. Motion carried unanimously 4-0, with Chairperson Griffiths absent.

WITNESS my hand and the seal of said Board this 21st
Day of September, 2021



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: September 22, 2021



County of Inyo



Health & Human Services - Social Services

CONSENT - ACTION REQUIRED

MEETING: September 21, 2021

FROM: Tyler Davis

SUBJECT: Approval of contract with Community Service Solutions for In-Home Supportive Services (IHSS) Registry, Employer of Record, and Labor Union Negotiation Services.

RECOMMENDED ACTION:

Request Board: A) declare Community Service Solutions a sole-source provider for IHSS Registry, Employer of Record, and Labor Union Negotiation Services; B) approve the contract between the County of Inyo and Community Service Solutions for the provision of an IHSS Registry and Employer of Record services in an amount not to exceed \$256,952.00 for the period of October 1, 2021 through June 30, 2023, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The County recently received notification of retirement from Life Remedies Celebrations (LRC), the non-profit consortium, who provides IHSS Registry services and acts as the Employer of Record and Labor Negotiation agent on behalf of the County. LRC provided notice of their intent to terminate their contract at the end of September.

Per Welfare and Institutions Code 12301.6, a county board of supervisors may, at its option, elect to do either of the following:

(1) Contract with a nonprofit consortium to provide for the delivery of in-home supportive services.

(2) Establish, by ordinance, a public authority to provide for the delivery of in-home supportive services.

Historically, Inyo County has contracted with a nonprofit consortium to provide for the delivery of in-home supportive services as it relates to the areas of acting as the employer of record, negotiating with the labor union and providing IHSS provider registry functions. As the employer of record, LRC has been responsible for investigating the qualifications and background of potential providers; establishing a referral system to connect consumers with provider options; providing training for both consumers and providers; and performing any other function related to the delivery of IHSS services in coordination with the agency.

With the retirement of our current provider, the agency has assessed the two available options and determined that continuing with the current model of contracting with a nonprofit consortium will best meet the needs of the County. While the majority of counties have an established public authority, small counties such as ours continue to use this option. With the retirement of the LRC provider, there is one (1) remaining non-profit consortium (Community Solutions) that provides this service and also currently contracts with Mono County to provide IHSS services. Community Solutions has an office established in Inyo County that provides other services, and they

have indicated a willingness to provide IHSS services for Inyo County through a contract.

The contract utilizes the full annual allocation available to the County, for the IHSS Public Authority/Non-Profit Consortium Administration function and will be effective beginning October 1, 2021, allowing for a smooth transition to the new agency. The Department respectfully requests your Board declare Community Service Solutions a sole source provider and approve the contract as requested.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this request, which would require the County to establish a Public Authority to ensure we are in compliance with State requirements.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Social Services Realignment funds. This contract would be budgeted in Social Services (055800) in Support and Care (5501). No County General Funds.

ATTACHMENTS:

1. Community Service Solutions Contract and Attachments

APPROVALS:

Tyler Davis	Created/Initiated - 9/8/2021
Darcy Ellis	Approved - 9/9/2021
Keri Oney	Approved - 9/15/2021
Marilyn Mann	Approved - 9/15/2021
Melissa Best-Baker	Approved - 9/16/2021
Marshall Rudolph	Approved - 9/16/2021
Amy Shepherd	Approved - 9/16/2021
Sue Dishion	Approved - 9/16/2021
Marilyn Mann	Final Approval - 9/16/2021

AGREEMENT BETWEEN COUNTY OF INYO

AND Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the IHSS Employer of Record services of Community Service Solutions of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from October 1, 2021 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 Two Hundred Fifty-Six Thousand, Nine Hundred Fifty-Two Dollars

(\$ 256,952.00) (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>Health and Human Services</u>	Department
<u>1360 N. Main St., Suite 201</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Community Service Solutions</u>	Name
<u>407 W. Line St. #3</u>	Address
<u>Bishop, CA 93514</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 Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: 
Signature

By: 
Signature

DAN TETHERON
Print or Type Name

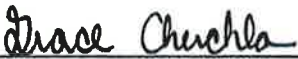
Amanda Philips
Print or Type Name

Dated: 9-21-21

Dated: 9/10/2021

APPROVED AS TO FORM AND LEGALITY:

County Counsel




APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record **SERVICES****

TERM:

FROM: October 1, 2021 **TO:** June 30, 2023

SCOPE OF WORK:

Please see attached: Attachment A - Scope of Work

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record SERVICES

TERM:

FROM: October 1, 2021 **TO:** June 30, 2023

SCHEDULE OF FEES:

The total cost of services stated in Attachment A for the contract period of October 1, 2021 to June 30, 2023 shall be \$256,952.00. The amounts are as follows:

IHSS PA/NPC Administration
October 1, 2021 - June 30, 2022 = \$105,000.00
July 1, 2022 - June 30, 2023 = \$140,000.00

IHSS Advisory Committee
October 1, 2021 - June 30, 2022 = \$5,976.00
July 1, 2022 - June 30, 2023 = \$5,976.00

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record **SERVICES****

TERM:

FROM: October 1, 2021 **TO:** June 30, 2023

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT A – SCOPE OF WORK

Contractor will act as the non-profit consortium employer of record for Inyo County In-Home supportive Services (IHSS) providers for the purposes of collective bargaining over wages, hours, and other terms and conditions of employment and other related activities, including, but not limited to:

- Assistance to recipients in finding IHSS providers through establishment and maintenance of a registry.
- Investigations of the qualifications and backgrounds of potential providers.
- A referral system under which IHSS providers shall be referred to recipients.
- Training for providers and recipients.
- Recruitment and outreach for new IHSS recipients throughout the County, including south and southeast communities
- Ensure that the requirements of all relevant laws and regulations are met.
- Maintain office hours for public access Monday through Friday, following the current Holiday Schedule of the County.

More specifically, the Contractor will provide the following:

Labor Negotiations:

1. Provision of all IHSS labor relations activities on behalf of Inyo County including but not limited to acting as spokesperson on behalf of and under the direction of the Inyo County Board of Supervisors, or their designee, in IHSS provider wage and benefit of negotiations; analyses of Union proposals; preparation of counter proposals and provision of negotiations of final proposals; report regularly to the Health and Human Services (HHS) Director and to the County Administrative Officer (CAO) and/or their designees on the status of negotiations.
2. Analysis, interpretation and explanation of provisions of labor agreements, labor law and governing entity policies and procedures regarding labor relations.
3. Provision of advice and consultation on all matters relating to IHSS labor negotiations.
4. Obtaining and analyzing salary and other compensation information from comparable agencies.
5. Calculation of anticipated cost impact to the county to implement any recommended changes in salary and benefits, as well as impact of non-economic changes in terms and conditions of employment.
6. Presentation of a recommended IHSS labor contract to the Inyo County Board of Supervisors.
7. Preparation and presentation of the case in any administrative hearings in matters such as grievances, complaints and disciplinary actions as it relates to IHSS provider rights.
8. As directed by the CAO or HHS Director, Contractor will perform research relating to labor relations and human resource matters.
9. Contractor shall review and analyze proposed legislation, relevant to IHSS, to determine the effect on county operations, finances and labor relations/human resources.

Public Authority/Nonprofit Consortium (PA/NPC) Administrative Rate

Contractor will develop and obtain a PA/NPC administrative rate for approval by the Inyo County Board

of Supervisors and the California Department of Social Services annually or as necessary, in consultation with the Health & Human Services Director or their designee. The rate will allow Inyo County to charge PA/NPC administrative costs to the State through the county claiming process.

Provider Registry

1. Contractor will maintain a registry of IHSS providers, with current status, contact information, and availability as back-up provider.
2. Contractor will provide assistance to recipients in finding a provider(s) on the IHSS registry. Recipients shall maintain the right to interview, hire, supervise, and fire their provider(s)
3. Contractor will be responsible for conducting all provider enrollment activities, including securing a criminal background check of each applicant to the provider registry.
4. Contractor will be authorized to utilize the Case Management, Payrolling, and Information System (CMIPS) for all necessary provider-related activities, such as provider enrollment and assignment and/or termination of providers to/from recipient cases.
5. Contractor will conduct mandatory training for providers and recipients, as directed by State law. This includes but is not limited to:
 - a. Eligibility requirements of IHSS providers
 - b. Rules, regulations, and provider-related processes and procedures, including timesheets
 - c. Consequences of committing fraud in the IHSS program
 - d. How to report suspected fraud or abuse in the provision or receipt of IHSS services
 - e. Laws regarding minimum wage and overtime pay, including paid travel time and wait time
 - f. Other required training pursuant to State and Federal law.
6. Contractor will provide ongoing assistance and conduct voluntary trainings for providers and recipients as needed, due to identification of local trends or potential issues, or in consultation with the Director of Social Services.
7. Contractor will routinely recruit applicants to the provider registry through print and web-based media, including, but not limited to flyers on community bulletin boards, newspapers, job websites, and local social media sites.
8. Contractor will create and maintain a website for Inyo County IHSS providers and recipients with information pertaining to the IHSS program. This includes but is not limited to:
 - a. Program regulations
 - b. Training videos
 - c. Program forms
 - d. Other useful resources.
9. Contractor will consult with the HHS Director or their designee and IHSS staff for input on website content.
10. Contractor will create and distribute a quarterly newsletter to all Inyo County IHSS providers and recipients with current news, legislative and/or program updates, training opportunities, and other pertinent updates.

Bilingual Access

Contractor will ensure Spanish speaking IHSS providers and recipients have equal access to training and program supports. Recruitment of providers will be in English and Spanish.

Employer of Record

1. Contractor will assist IHSS Providers with timesheets, payroll-related questions, employment and earnings verifications and Workers Compensation paperwork.
2. Contractor will assist outside agencies with employment and earnings verifications requests. Outside agency requests may come from, but are not limited to:
 - a. Workers Compensation
 - b. District Attorney
 - c. Welfare Departments
 - d. State and Federal Agencies

Timesheets

1. Contractor will assist current and new providers and recipients/consumers with registering for electronic or telephonic timesheets.
2. Contractor will provide on-going assistance for both providers and recipients/consumers with timesheet questions and needs.

Coordination with the County of Inyo

1. Contractor will regularly and on an on-going basis solicit input from the HHS Director, appropriate HHS division leads, supervisors, staff and consumers regarding provider training and the registry.
2. Contractor will remain in regular contact with the CAO and/or his designee with regard to labor negotiations and County policies with respect to wages and benefits.
3. Contractor will not act independently in authorizing wages, benefits, or policy. All decisions on wages, benefits, or policy will be authorized by the CAO before being presented by the Contractor.
4. Contractor will regularly brief the CAO and/or his designee on labor negotiations, rationale behind wages, benefits or policy strategy negotiations, and any proposed policy changes.
5. Contractor will maintain current knowledge of applicable IHSS regulations and guidance; review IHSS program updates, letters, and notices from the California Department of Social Services ; and coordinate with appropriate HHS managers, supervisors, staff and consumers regarding implementation of applicable changes and establishment of best practices and recommend policy and procedure changes to ensure compliance.

IHSS Advisory Committee

1. Contractor will administer the Inyo County IHSS Advisory Committee, to include:
 - a. Scheduling meetings
 - b. Preparing and distributing agendas and minutes
 - c. Presenting current issues and topics relating to the IHSS program
3. Contractor will recruit members for IHSS Advisory Committee in consultation with the Inyo County Clerk of the Board of Supervisors. Members shall be appointed by the Inyo County Board of Supervisors.
4. The Advisory Committee shall provide ongoing advice and recommendations regarding the IHSS program to the Inyo County Board of Supervisors.

Attachment C: Insurance Requirements for HHS Provider 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): ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

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

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: Insurance as appropriate to the Contractor's profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations

Attachment C: Insurance Requirements for HHS Provider Services

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

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

OTHER INSURANCE PROVISIONS

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

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

Attachment C: Insurance Requirements for HHS Provider Services

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-

BUSINESS AUTO COVERAGE PART DECLARATIONS

PRODUCER: CalNonprofits Insurance Services
P.O. Box 1610
Capitola, CA 95010

POLICY NUMBER: 2020-12201
RENEWAL OF NUMBER: 2019-12201

Item One: **NAME OF INSURED AND MAILING ADDRESS:**
Community Service Solutions

P.O. Box 346
Coleville, CA 96107

POLICY PERIOD: FROM 10/18/2020 TO 10/18/2021
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Consulting services

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item Two: **SCHEDULE OF COVERAGES AND COVERED AUTOS.**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES		COVERED AUTOS <small>Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos.</small>	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY CSL		N/A	EXCLUDED	N/A
HIRED AUTO		8	\$1,000,000 CSL	\$50
NONOWNED AUTO		9	INCLUDED	\$200
AUTO MEDICAL PAYMENTS		N/A	EXCLUDED	N/A
UNINSURED MOTORIST		N/A	EXCLUDED	N/A
UNINSURED MOTORIST-PD		N/A	EXCLUDED	N/A
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	8	Actual cash value or cost of repair whichever is less minus \$500 \$500	Incl.
	COLLISION COVERAGE	8		
TOWING AND LABOR		N/A	\$N/A for each disablement of a private passenger "auto"	N/A
ESTIMATED TOTAL PREMIUM				\$250

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

CA 00 01 10 13, CA 01 43 05 17, CA 04 44 10 13, CA 20 54 10 13, CA 20 55 10 13, CA 23 84 10 13, CA 23 85 10 13,
CA 99 23 10 13, CA 99 33 10 13, CA 99 34 10 13

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

COUNTERSIGNED: 09/14/2020

BY

Samuel C. D.

NIAC - AL

(AUTHORIZED REPRESENTATIVE)

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

PROGRESSIVE
COMMERCIAL

Named insured

COMMUNITY SERVICE
SOLUTIONS
PO BOX 346
COLEVILLE, CA 96107

Policy number: 04164088-4

Underwritten by:

Progressive Express Ins

July 22, 2021

Policy Period: Sep 25, 2021 - Sep 25, 2022

Page 1 of 2

progressive.com

Online Service

Make payments, check billing activity, print policy documents, or check the status of a claim.

1-800-895-2886

For customer service and claims service,
24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary

This is your Renewal Declarations Page

This Renewal Declarations Page is effective only if the minimum amount due to renew your policy is received or postmarked by September 25, 2021.

Your coverage begins on September 25, 2021 at 12:01 a.m. This policy expires on September 25, 2022 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits.

The policy contract is form 6912 (02/19). The contract is modified by forms 2852CA (02/19), 2313 (02/19), 4852CA (02/19), 4881CA (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$1,120
Bodily Injury Liability	\$100,000 each person/\$300,000 each accident		
Property Damage Liability	\$50,000 each accident		
Uninsured/Underinsured Motorist	\$100,000 each person/\$300,000 each accident		164
Uninsured Motorist Property Damage	Rejected		--
Comprehensive			105
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			670
See Auto Coverage Schedule	Limit of liability less deductible		
Roadside Assistance			19
See Auto Coverage Schedule			
Subtotal policy premium			\$2,078.00
California Vehicle Assessment Fee			3.52
Total 12 month policy premium and fees			\$2,081.52

Important information about fees

The following additional fees may apply:

Late payment fee \$10.00

Fee for returned checks or refused payments \$20.00



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefor nonprofits.org

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:

POLICY NUMBER: 2020-12201

CalNonprofits Insurance Services
P.O. Box 1610
Capitola, CA 95010

RENEWAL OF NUMBER: 2019-12201

NAME OF INSURED AND MAILING ADDRESS:

Community Service Solutions
P.O. Box 346
Coleville, CA 96107

POLICY PERIOD:

FROM 10/18/2020 TO 10/18/2021
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Consulting services

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

Table with 2 columns: Coverage Limit and Amount. Includes General Aggregate Limit, Products - Completed Operations Aggregate Limit, Personal and Advertising Injury Limit, Each Occurrence Limit, Damage to Premises Rented to You, and Medical Expense Limit.

ADDITIONAL COVERAGES:

CLASSIFICATION(S)

SEE ATTACHED SUPPLEMENTAL DECLARATIONS SCHEDULE G

PREMIUM

\$1,350

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

COUNTERSIGNED: 09/14/2020

BY

Handwritten signature of Pamela C. D.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

NIAC-GL



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

SOCIAL SERVICE PROFESSIONAL COVERAGE FORM DECLARATIONS

PRODUCER: CalNonprofits Insurance Services P.O. Box 1610 Capitola, CA 95010

POLICY NUMBER: 2020-12201 RENEWAL OF NUMBER: 2019-12201

NAME OF INSURED AND MAILING ADDRESS:

Community Service Solutions P.O. Box 346 Coleville, CA 96107

POLICY PERIOD: FROM 10/18/2020 TO 10/18/2021 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Consulting services

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Table with 3 columns: LIMITS OF COVERAGE, LIMIT, PREMIUM. Rows include SOCIAL SERVICE PROFESSIONAL AGGREGATE LIMIT (\$1,000,000, \$800) and SOCIAL SERVICE PROFESSIONAL EACH EVENT LIMIT (\$1,000,000).

TOTAL PREMIUM: \$800

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

NIAC-E02 01 17, NIAC-E069 SSP 02 19, NIAC-E11 SSP 09 19, NIAC-E125 11 19, NIAC-E32 01 17, NIAC-E33 SSP 09 19, NIAC-E42 SSP 09 19

COUNTERSIGNED: BY [Signature] (AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

NIAC-SSP



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INFORMATION PAGE

12-0404-FA98

POLICY NO. 90-EK-N302-4 COVERAGE IS PROVIDED BY
REPLACES NO. 90-EB-Q855-0 STATE FARM FIRE AND CASUALTY COMPANY
PO Box 853925, Richardson TX 75085-3925

1. NAMED INSURED & MAILING ADDRESS
COMMUNITY SERVICE SOLUTIONS
PO BOX 346
COLEVILLE CA 96107-0346

NCCI CARRIER CODE NO. 14842
FEIN 010658352

OTHER WORKPLACES NOT SHOWN
AT LEFT: SEE WC990002
INSURED IS A CORPORATION

COPYRIGHT 1987 NATIONAL COUNCIL ON COMPENSATION INSURANCE

2. THE POLICY PERIOD IS FROM 09/01/2021 TO 09/01/2022 12:01 A.M. STANDARD TIME AT THE INSURED'S MAILING ADDRESS.

3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: CA

B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:
BODILY INJURY BY ACCIDENT \$1,000,000 EACH ACCIDENT
BODILY INJURY BY DISEASE \$1,000,000 EACH EMPLOYEE
BODILY INJURY BY DISEASE \$1,000,000 POLICY LIMIT

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT ME, MT, ND, OH, RI, WA, WV, WY AND STATES LISTED IN 3A.

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES: WC000000C
WC040360A WC040601A WC040301D WC000422C* WC000421E* WC040421*

*EFFECTIVE 09/01/2

4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

CODE NOS. AND CLASSIFICATIONS	PREMIUM BASIS TO-TOTAL ESTIMATED ANNUAL REMUNERATION	RATE/\$100 REMUNERATION	ESTIMATED ANNUAL PREMIUM
8810 CLERICAL OFFICE EMPLOYEES - NOC	304,432	.40	1,218
COMPANY SURCHARGE FOR INCREASED EMPLOYERS LIABILITY LIMITS			115
TERRORISM 9740	304,432	.03	91
MINIMUM PREMIUM \$ 500 CALIFORNIA	TOTAL ESTIMATED ANNUAL PREMIUM \$		1,424

PREMIUM ADJUSTMENT PERIOD SHALL BE QUARTERLY DEPOSIT PREMIUM \$ 427
STATE FRAUD SURCHARGE \$ 2.10
SEE SURCHARGE OVERFLOW PAGE

PREPARED 07/08/2021

WC 00 00 01 04-84

COUNTERSIGNED _____

AMENDMENT NUMBER 1 (One) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Community Service Solutions
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Community Service Solutions, of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated September 21, 2021, on County of Inyo Standard Contract No. 116, for the term from October 1, 2021 to June 30, 2023.

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

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

County and Contractor hereby amend such Agreement as follows:

ATTACHMENT A, SCOPE OF WORK, is amended as follows:

Page 3 is amended to include:

COVID-19 Essential Protective Gear

1. From date of contract amendment - June 30, 2022, contractor, at the request of a provider that is providing direct patient care to a recipient with suspect or confirmed COVID-19, will provide essential protective gear as defined by the California Department of Public Health which includes but is not limited to gloves, gowns/aprons, goggles or face shields, facemasks and respirators.

ATTACHMENT B, SCHEDULE OF FEES, is amended to include the following:

Essential Protective Gear (EPG)

March 1, 2022 - June 30, 2022 = \$12,502.00. A separate invoice will be received.

The effective date of this Amendment to the Agreement is March 1, 2022.

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

AMENDMENT NUMBER _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Amanda Philips
Signature

Amanda Philips
Type or Print

Dated: 3/21/2022

APPROVED AS TO FORM AND LEGALITY:

Grace Churchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg
County Risk Manager



County of Inyo

Planning Department

CONSENT - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Cathreen Richards

SUBJECT: MOU between the County and the City of Bishop

RECOMMENDED ACTION:

Request Board approve a Memorandum of Understanding (MOU) with the City of Bishop for the allocation of Regional Early Action Planning (REAP) grant funding.

SUMMARY/JUSTIFICATION:

The State has made funding available through a Regional Early Action Planning (REAP) grant that is focused on accelerating housing production and addressing regional planning for housing. As a regionally focused grant, the County applied for the REAP funding to:

- Share with the City of Bishop as a regional partner; and,
- To support preparation of the County's Environmental Impact Report prepared as a requirement of the SB2 grant project to include a regional Vehicle Miles Traveled Feasibility Study, and a goals and programs report.

The total REAP grant award is \$121,517. The City of Bishop's allocation is \$54,682. The proposed Memorandum of Understanding formalizes the City of Bishop's obligations and statement of work under the grant; the County as grant administrator; and, allows the County to sub-allocate funds in the amount of \$54,682 to the City of Bishop. The City of Bishop reviewed and signed the MOU in agreement with the terms set forth.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the MOU. Since the County's contract with HCD for the REAP grant directs the preparation of an MOU to sub-allocate the funds to the City of Bishop not doing so would be in conflict with the terms of the REAP grant and is not recommended.

OTHER AGENCY INVOLVEMENT:

- The California Department of Housing and Community Development
- City of Bishop

FINANCING:

The City of Bishop will be paid by through the Planning (023800) budget). Planning will be reimbursed by the

HCD pursuant to the HCD and County of Inyo Contract #21-REAP-16452, dated February 23, 2023.

ATTACHMENTS:

1. REAP Grant MOU

APPROVALS:

Cathreen Richards	Created/Initiated - 4/14/2022
Darcy Ellis	Approved - 4/14/2022
John Vallejo	Approved - 4/14/2022
Amy Shepherd	Approved - 4/14/2022
Cathreen Richards	Final Approval - 4/14/2022

Memorandum of Understanding Between Inyo County and the City of Bishop for Sub-Allocation of Regional Early Action Planning (REAP) Grant Funds

This memorandum of understanding (“MOU”) is made this 22nd day of March 2022 (“Effective Date”), by and between the County of Inyo, a political subdivision of the State of California, (“County”) and the City of Bishop (“City”). County and City are sometimes collectively referred to herein as the “Parties” and each a “Party.”

WHEREAS, pursuant to Government Code section 65302(c), Housing Elements are mandatory portions of local general plans in California; are prepared in accordance with Government Code section 65580 et seq.; and are required to be updated every five years, following mandatory review and approval by the California Department of Housing and Community Development (HCD); and

WHEREAS, pursuant to Health & Safety Code section 50510.01, the Local Government Planning Support Grants Program is established for the purpose of providing regions and jurisdictions with one-time funding, including grants for planning activities to enable jurisdictions to meet the 6th Cycle (2021 – 2029) of the regional housing needs assessment as part of their Housing Elements updates; and

WHEREAS, pursuant to Health & Safety Code section 50515.02, in January 2021, the County submitted an application to HCD for a Regional Early Action Planning (REAP) Grant (“Application”), naming the City as a regional partner for suballocation of grant funds pursuant to 50515.02(e)(2). A true and correct copy of the Application is attached hereto as “**Exhibit A**” and incorporated herein by this reference; and

WHEREAS, in February 2022, HCD approved the County’s Application, and on February 23, 2022, the County and HCD executed grant funding agreement number 21-REAP-16462 (“Agreement”), allocating funds to the County in the amount of \$121,517.00 (“Grant Funding”). A true and correct copy of the Agreement is attached hereto as “**Exhibit B**” and incorporated herein by this reference; and

WHEREAS, this MOU is intended to reflect the Parties understanding of the distribution of the Grant Funding and to facilitate the subsequent implementation of activities by the Parties in furtherance of the purpose for which the REAP Grant was approved by HCD.

Now, therefore, the Parties hereby agree as follows:

1. Allocation of Grant Funding. The Parties agree to allocate the 121,517.00 of Grant Funding as outlined in Exhibit A and summarized below:
 - a. The County shall retain \$66,835.00 to perform the following tasks:
 - i. Support SB2 project (including site inventory study, rezoning efforts, develop and EIR, etc.) to include regional VMT and analysis with the EIR.
 - ii. Grant administration.

- b. The County shall distribute the remaining \$54,682.00 to the City to be used in compliance with 50515.02(f) as follows:
 - i. Exclusive support for the City's ongoing SB2 project and provision of additional funds for CEQA.
2. Compliance with the Agreement and MOU. The City hereby acknowledges its cognizance of and its understanding of its obligation to comply with the terms and conditions of the Agreement and MOU. The City agrees to abide by the terms and conditions of the Agreement and to undertake all actions requested by the County pursuant to the Agreement or MOU, in order to facilitate the County's compliance with the terms and conditions of the Agreement.
3. Compliance with the Law. The Parties agree to comply with all Federal, State, and local laws in the performance of their obligations under this MOU.
4. Sub-Agreements. Copies of all agreements between the City and any sub-recipient, contractor or subcontractor shall be submitted to the County so that they may then be provided to the HCD's Program Manager as required by Exhibit D, section 8, paragraph B of the Agreement.
5. Quarterly Reports. The City also shall deliver to the County, on a quarterly basis, status reports and accounting records reflecting any expenditure of the Grant funding by the City or by a sub-recipient of the City. The City shall deliver its status reports and accounting records within thirty (30) days following the end of the period covered by the document. The City's quarterly status reports shall, at a minimum, include discussion of any allocations or sub-allocations of the Grant funding, a description of any project initiated in whole or in part with the Grant funding and a description of the progress made on any such project.
6. Retention of Records. The City shall maintain public records (as that term is defined in Government Code section 6252) (collectively, "Records") required under the Agreement, relating to any matter contained in this MOU, or demonstrating that the Grant funding was used in a manner consistent with the Agreement. The City shall make the Records available to the County, HCD or the State Auditor upon demand. The City shall maintain the Records and make them available for inspection for a period of at least one (1) year following the termination of this MOU or the time specified in Government Code section 8546.7, whichever is later. Records relating to any audit or litigation relevant to this MOU or the Agreement shall likewise be retained for five years after the conclusion or final resolution of such matter, as required by Exhibit D, section 3, paragraph E of the Agreement.
7. Disallowed Costs. The City shall return to the County any funds which HCD has disallowed within 90 days following notice to the City.
8. Indemnity.
 - a. The City shall indemnify the County, along with its officers, directors, and employees, for any costs or liabilities (including without limitation for damages, court costs, attorneys' fees, and expert witness fees) arising from, resulting from,

or in connection with the City's actions with respect to subject matter of this MOU or relating in any way to the use of the Grant funding by the City or any sub-recipient, contractor, or subcontractor of the City.

- b. Notwithstanding, the obligation to indemnify shall not apply to any costs or liabilities caused solely by the active negligence or willful misconduct of the County or any of its officers, directors and employees.
9. Duration of MOU. This MOU shall be in effect from the Effective Date until December 31, 2024, unless its term is extended by written modification in accordance with the provisions of section 11, paragraph c of this MOU.
10. Notices. All notices provided for or permitted under this MOU must be in writing and delivered either by personal service, by first-class United States mail or as a PDF attachment to an email sent to the addresses provided for the City and County below. Any Member may change its address for receipt of notice by providing notice of that change as provided in this section 10.

The County of Inyo
Planning Director
PO Drawer L
Independence, CA 93526

The City of Bishop
Planning Director
377 West Line Street
Bishop, CA 93514

11. General Provisions.
- a. This MOU is binding upon and shall inure to the benefit of any successors or assigns.
 - b. This MOU represents the entire understanding of the Parties as to those matters contained in this MOU. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this MOU.
 - c. This MOU may not be modified or altered except by writing signed by both Parties.
 - d. The City may not assign, delegate or transfer its rights and duties in this MOU without the written consent of the County, except that the City may enter into one or more sub-agreements with any sub-recipient, contractor, or subcontractor to implement activities in furtherance of the purposes for which the Grand funding was approved by HCD without the necessity of obtaining such consent.
 - e. Any dispute arising under this MOU, which is not resolvable by informal mediation between the Parties, shall be adjudicated in a court of law under the laws of the State of California.
 - f. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

- g. This MOU shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this MOU shall only be in California. Any action brought to interpret or enforce this MOU, or any of the terms or conditions hereof, shall be brought and maintained in the Inyo County Superior Court.
- h. If any part of this MOU is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this MOU remains in full force and effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this MOU with lawful and enforceable terms intended to accomplish the Members' original intent.
- i. This MOU does not and is not intended to create any rights or obligations for any person or entity except the Parties.
- j. The Parties represent and warrant that the individual signing this MOU on each agency's behalf is duly authorized to do so and their signature on this MOU legally binds that agency to the terms of this MOU.
- k. This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU.

The Parties have caused this MOU to be executed as of the date and year first above written.

County of Inyo

Chair, Inyo County Board of Supervisors

City of Bishop

Karen Schwartz

Mayor, City of Bishop



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Cathreen Richards

SUBJECT: Contract with HELIX Environmental Planning

RECOMMENDED ACTION:

Request Board: A) declare HELIX Environmental Planning Inc. a sole-source provider of planning services; B) approve the contract between the County of Inyo and HELIX Environmental Planning Inc. for the provision of planning services in an amount not to exceed \$60,758.50 for the period of April 1, 2022 to November 30, 2022, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Currently, the Planning Department and HELIX staff are working on a vacant land inventory, zoning and General Plan review of properties located in the County. This information is used to identify land that might be appropriate for zone and General Plan designation changes to promote affordable housing opportunities primarily by increasing the allowable residential density. This work is funded by an SB 2 grant directed at planning assistance that supports affordable housing.

The State has also made funding available through a Regional Early Action Planning Grant (REAP) that is focused on accelerating housing production and addressing regional planning for housing. As a regionally focused grant, the County applied for REAP funding to:

- Share with the City of Bishop; and,
- To support preparation of the County's Environmental Impact Report prepared as a requirement of the SB2 grant project to include a regional Vehicle Miles Traveled Feasibility Study, and a goals and programs report.

The total REAP grant award is \$121,517. The City of Bishop's allocation is \$54,683. A Memorandum of Understanding will be presented to the Board at a later date to formalize the City of Bishop's statement of work under the grant and the County as grant administrator.

HELIX's VMT feasibility study will qualitatively determine baseline per capita VMT conditions across the County. VMT is a measurement of the overall level of auto use in an area or region and is now the measurement of choice for transportation impacts (this is of particular importance under CEQA), as it is believed to be more closely related to carbon emissions and air pollution than local traffic levels are.

The VMT goals and strategies report will help the County better identify areas where increased housing density is

most appropriate, especially with regard to transportation opportunities and areas that are not as well suited due to VMT constraints. The results of the VMT feasibility study can also be used by the County to evaluate transportation impacts of proposed projects on future CEQA documents. California Senate Bill 743 required that a new metric be adopted when evaluating transportation impacts and VMT was the one chosen to replace Level of Service.

Since HELIX is already working on the EIR that the VMT study results will be incorporated into, staff is requesting a sole source contract with them. Planning and HELIX staffs have negotiated contract terms that meet both the County's and the Department of Housing and Community Development's contract requirements. Both parties have agreed to the language included in the attached contract and agree that the Statement of Work can be completed within the budgetary and scheduling requirements.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- Direct staff to renegotiate the contract. Staff has worked with HELIX to arrive at mutually agreeable contract provisions that also meet the HCD's contract requirements. Additional negotiations could be time consuming and may not be productive.
- Direct staff to issue an RFP for consultant services. Such an action could take several months, could pose logistical and financial challenges, and a different consultant would not have the experience that HELIX does or the ability to easily use the information generated in this project for the SB2 project.

OTHER AGENCY INVOLVEMENT:

FINANCING:

HELIX Environmental will be paid by Planning (023800), Professional & Special Services (5265). Planning will be reimbursed by the HCD pursuant to the HCD and County of Inyo Contract #21-REAP-16452, dated February 23, 2022.

ATTACHMENTS:

1. Helix Agreement

APPROVALS:

Cathreen Richards	Created/Initiated - 4/6/2022
Darcy Ellis	Approved - 4/7/2022
John Vallejo	Approved - 4/12/2022
Amy Shepherd	Approved - 4/12/2022
Cathreen Richards	Final Approval - 4/12/2022

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

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Professional services of HELIX Environmental Planning, 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 Inyo County Planning 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.

2. TERM.

The term of this Agreement shall be from April 1, 2022 to November 30, 2022 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 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 \$60,758.50 (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 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:	
<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
DAY OF _____

COUNTY OF INYO

CONSULTANT

By: _____
Signature

Print or Type Name

By: Robert Edgerton
Signature
ROBERT EDGERTON
Print or Type Name

Dated: _____

Dated: MARCH 10, 2022

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]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND HELIX Environmental Planning, Inc.

FOR THE PROVISION OF Professional **SERVICES**

TERM:

FROM: April 1, 2022

TO: November 30, 2022

SCOPE OF WORK:

Contractor acknowledges and accepts its role as a subcontractor pursuant to REAP Grant Agreement, 21-REAP-16462, which is attached hereto as Exhibit 1, and incorporated herein by this reference, and agrees to comply with all applicable provisions including but not limited to the terms and conditions listed in Exhibit D pages 1-9 of the REAP Grant Agreement.

Contractor shall provide the services as outlined in the Letter Proposal to Provide Environmental Consulting Services in Support of the Regional Early Action Planning Grant, which is attached hereto as Exhibit 2 and incorporated herein by this reference.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND HELIX Environmental Planning, Inc.

FOR THE PROVISION OF Professional **SERVICES**

TERM:

FROM: April 1, 2022

TO: November 30, 2022

SCHEDULE OF FEES:

Inyo County will pay HELIX Environmental Planning, Inc., through a REAP 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 \$60,758.50. 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 # (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 \$60,758.50 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: April 1, 2022

TO: November 30, 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 \$60,758.50 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: April 1, 2022 **TO:** November 30, 2022

SEE ATTACHED INSURANCE PROVISIONS

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

SCO ID:
AGREEMENT NUMBER
21-REAP-16462

EXHIBIT 1
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
Inyo County

2. The term of this Agreement is:

START DATE
Upon HCD Approval
THROUGH END DATE
12/31/2024

3. The maximum amount of this Agreement is:
\$121,517.00

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	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	REAP General Terms and Conditions	9
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		16

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/OI/SL/Resourcas>

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.)

Inyo County

CONTRACTOR BUSINESS ADDRESS
PO Drawer L

CITY
Independence

STATE
CA

ZIP
93526

PRINTED NAME OF PERSON SIGNING

Cathreen Richards
CONTRACTOR AUTHORIZED SIGNATURE

TITLE

Planning Director

DATE SIGNED
1/6/2022

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
95833

PRINTED NAME OF PERSON SIGNING

~~Shawn Singh~~ **Synthia Rhinehart**

TITLE

Contracts Manager,
Business & Contract Services Branch

DATE SIGNED
2/23/2022

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Synthia Rhinehart

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

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

The Local Government Planning Support Grants Program is established for the purpose of providing regions and jurisdictions with one-time funding, including grants for planning activities to enable jurisdictions to meet the sixth cycle of the regional housing needs assessment. Up to two hundred fifty million dollars (\$250,000,000) shall be distributed under the program in accordance with Health and Safety Code sections 50515.02 and 50515.03. Of this amount, approximately one hundred twenty-five million dollars (\$125,000,000) is available to councils of governments and other regional entities. The Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grant Program, or "REAP") to councils of governments and other regional entities in accordance with the Notice of Funding Availability ("NOFA") pursuant to Health and Safety Code section 50515.04, subdivision (f).

Pursuant to Health and Safety Code section 50515.02, subdivision (d)(3), a council of governments or a fiscal agent of a multiagency working group, as defined in section 50515.02, may request up to 25 percent of its available funding in advance. This Standard Agreement authorizes the encumbrance of full funds available to the applicant pursuant to the NOFA, subject to all statutory requirements and all applicable provisions including the NOFA, initial application and award for advance payment, subsequent advance payment application and award, application and award for the full remaining fund amount and amendment to this agreement.

The Grantee shall consult with the Department on any amendment or other provision related to the implementation of the Program. The Department decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.04, subdivision (g).

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning activities pursuant to the NOFA and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the NOFA, this Agreement, subsequent amendments to this Agreement, the

Regional Early Action Planning Grant Program (REAP)
NOFA Date: October 10, 2019
Approved Date: March 30, 2020
Prep. Date: (August 20, 2021)

EXHIBIT A

representations contained in the initial advance payment and subsequent full application(s), and the requirements of the authority cited above. Based on all representations made by the Grantee, the Department shall encumber the full amount pursuant the NOFA and provide advance payment and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds after the initial application up to 25 percent of the full amount described in Exhibit B.

3. **Definitions**

Terms herein shall have the same meaning as defined by the NOFA.

4. **Scope of Work**

Grantee shall use the awarded funds in accordance with the approved Scope of Work as contained in the timeline and budget and related information outlined in the application for 25 percent advance payment and any subsequent applications for partial or full funding. The Scope of Work may be amended in compliance with statutory requirements subject to approval by the Department.

5. **Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Scope of Work, approved application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be made available for audit and inspection by the Department at any point during the term of the agreement and subject to any amendments to this agreement.
- B. The Department may request additional information, as needed, to meet the statutory requirements of the Program and facilitate amendments to this agreement, including but not limited to reporting or audit requirements, progress in implementing advance payment(s), or award of the full amount available to the Grantee.
- C. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with statutory or Department requirements.

Regional Early Action Planning Grant Program (REAP)
NOFA Date: October 10, 2019
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EXHIBIT A

- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with statutory or Department requirements.
- E. The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this agreement or subsequent amendments.

6. Department Contract Coordinator

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development
Housing Policy Development Division
Land Use Planning Unit
Attention: REAP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

Regional Early Action Planning Grant Program (REAP)
NOFA Date: October 10, 2019
Approved Date: March 30, 2020
Prep. Date: (August 20, 2021)

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 any application and award and any subsequent modifications or additions thereto approved by the Department. All awarded applications for funding 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 any approved 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 an 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

- A. maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$682,364.00.
- B. This Agreement authorizes an initial advance payment(s) up to 25% Award for eligible activities as described in the 25 percent application.
- C. This Agreement authorizes subsequent award amounts or advance payment up to the total award amount as described in Section 2A, of this Exhibit, and subject to Department approval.
- D. The Grantee shall submit and follow a schedule for the expenditure of the 25 percent advance payment, any subsequent payment and the total amount prior to disbursement of funds. The schedule is subject to

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EXHIBIT B

Department approval and may be revised as the Department deems necessary.

3. Grant Timelines

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- B. All Grant funds must be expended by December 31, 2023 pursuant to Health and Safety Code section 50515.04(c)(1).
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before November 1, 2023, to ensure the Department meets the December 31, 2023 expenditure deadline. Under special circumstances, approved by the Department, the Department may provide exception, including, but not limited to, advance payment to carry out the terms of this agreement.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

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 NOFA which includes associated forms and guidelines and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve planning activities in accordance with the NOFA.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.

Regional Early Action Planning Grants (REAP)
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EXHIBIT B

- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance. 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 or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after October 1, 2019, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.

5. Performance

The Grantee will be subject to amendments to this section as a result of future applications and awards.

6. Fiscal Administration

- A. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be terminated by the State by providing Contractor written notice of not less than thirty (30) days prior to the effective date of the termination. In the event of termination by the State due to lack of Budget appropriation, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement on the effective date of termination.
- C. Subject to Section 6.B. above, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no

Regional Early Action Planning Grants (REAP)
NOFA Date: October 10, 2019
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Prep. Date: (August 20, 2021)

EXHIBIT B

liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

EXHIBIT D

REAP 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. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards.

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 shall 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

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perform or cause to be performed a financial audit of any and all phases of the award. At the 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 shall 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.

EXHIBIT D

- 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 \$10,000.00, the Department's right to audit the contractor's records and interview their employees.
 - 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 decisions of the Department shall be final and not subject to further appeal pursuant to Health and Safety Code Section 50515.04(g).
 - 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.

EXHIBIT D

- 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 shall submit any requested documents to the Department within 30 days of the early termination notice.
- E. A strong implementation component for the funded activity through this Program is required, including, where appropriate, agreement by Grantee and its subcontractors to formally adopt or complete a planning or other activity consistent with the NOFA. The Grantee must carry out provisions to ensure the adoption or completion of activities in accordance with the NOFA, including activities subcontracted to localities. Grantee may be subject to repayment of the grant should the Grantee or any of its subcontractors under this agreement fail to adopt or complete activities set forth in its application, this Agreement or any amendments to this Agreement.
- F. The following shall each constitute a breach of this Agreement:
- 1) Grantee's failure to comply with any term or condition of this Agreement.
 - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
 - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- 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 a variety of remedies, including but not limited to:
- 1) Revoke existing REAP award(s) to the Grantee;
 - 2) Require the return of unexpended REAP funds disbursed under this Agreement;
 - 3) Require repayment of REAP Funds disbursed and expended under this agreement;
 - 4) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance

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with the REAP Program requirements; and

- 5) Other remedies available at law, by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
 - 6) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.
- H. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

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 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

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- 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 this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall 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 monitoring and enforcement of those agreements and all work performed thereunder.

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 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 that each of them in turn include the nondiscrimination and compliance provisions of this

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clause in all contracts and subcontracts they enter into to perform work under REAP.

- 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 REAP 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 consistent with the terms of this Agreement and the interests of the Department.

11. Changes in Terms/Amendments

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

12. State-Owned Data

- A. Definitions

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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 Deliverables conceived or made, either solely or jointly with others during the term of this Agreement, 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 Products 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 jointly by the Department, Grantee, and any of Grantee's sub-recipients ("joint owners"), 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 for the benefit of the joint owners. The joint owners shall jointly 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 assign, to the joint owners,

EXHIBIT D

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 a joint owner's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. 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 agree to assign to the Department joint ownership of all Inventions. 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 shall automatically vest in the joint owners and no further agreement will be necessary to transfer ownership to the joint owners.

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, after consultation with the Grantee.

EXHIBIT 2

HELIX Environmental Planning, Inc.
11 Natoma Street, Suite 155
Folsom, CA 95630
916.365.8700
www.helixepi.com



September 30, 2021

Ms. Cathreen Richards, Planning Director
Inyo County Planning Department
168 N. Edwards Street
Independence, CA 93526

Subject: Letter Proposal to Provide Environmental Consulting Services in Support of the Regional Early Action Planning Grant

Dear Ms. Richards:

Inyo County (County) proposes to use recently allocated Regional Early Action Planning (REAP) grant funding from the California Department of Housing and Community Development (HCD) to conduct a regional Vehicle Miles Traveled (VMT) feasibility study. The purpose of the VMT feasibility study would be to qualitatively determine baseline per capita VMT conditions across the County using an evaluation rubric that may consider, but would not be limited to: vacant land availability; 5D-VMT elasticities (density, design, destination access, distance to transit and diversity of housing stock); and active transportation options. The result of the feasibility study would be VMT reduction strategies/goals aimed at promoting the State's mandates on equitable housing solutions and environmental justice, reducing/mitigating greenhouse gas emissions, and promoting housing opportunities across the socioeconomic spectrum. The County would undertake a public outreach campaign during development of the feasibility study to garner community input as well as receive guidance from the County Planning Commission and Board of Supervisors. The VMT goals and programs would help the County better identify areas where increased housing density is most appropriate especially with regard to transportation opportunities, and areas that are not as well suited due to VMT constraints. Results of the VMT feasibility study would be incorporated into the Vacant Lands Inventory Environmental Impact Report (EIR), as feasible.

HELIX Environmental Planning, Inc. (HELIX) and our teaming partner, T. Kear Transportation Planning and Management, Inc. (TKTPM), will prepare the VMT feasibility study on behalf of the County as outlined below.

SCOPE OF SERVICES

Task 1 – Public Outreach and Data Collection

HELIX will conduct a public outreach campaign to engage County residents and decision makers as to the benefits/constraints of VMT analysis as well as potential VMT reduction strategies.

HELIX will coordinate with County staff as to the exact timing and location of the meetings; TKTPM will present a brief overview of the VMT process, including a proposed outline of the VMT feasibility study. Input will be solicited by meeting participants for consideration during preparation of the VMT feasibility study. Written and oral comments will be transcribed into a public outreach campaign letter report for submittal to the County/HCD.

Assumptions: The two meetings will occur on consecutive nights in two locations along the Highway 395 corridor (i.e., Lone Pine, Independence, Bishop, etc.). This assumption maximizes travel efficiency and logistics for the contractors. Virtual (Zoom™) meetings may be substituted for the in-person meetings at the County's request.

Deliverables: Public outreach campaign meeting notes regarding VMT reduction strategies summarized in letter report format.

Schedule: Fall/Winter 2021.

Task 2A – VMT Feasibility Study

The regional VMT analysis will support the County's Vacant Lands Inventory EIR, intended to support approximately 475 additional multifamily housing units by 2040 in compliance with the County's assignment under California's Regional Housing Needs Assessment (RHNA).

Travel demand models are used to estimate regional VMT and anticipate effects from programmatic land use plans. The County does not have its own travel demand model; consequently, this study will rely on the California Statewide Travel Demand Model (CSTDM) for VMT estimates. Analysis will include a base-year VMT estimate (either 2017 or 2020) and a horizon-year VMT estimates (2040) with and without the land use changes anticipated by the County's Vacant Lands Inventory EIR.

The CSTDM was developed to forecast interregional freight and passenger movements. Its roadway networks and land use detail are relatively coarse. The County envisions adding approximately 475 dwelling units by 2040, primarily through approximately eight multifamily housing developments. Rather than amending the CSTDM data to reflect the EIR assumptions, existing model results and changes to the land use forecast will be used to estimate the Vacant Lands Inventory impact on VMT and VMT per service population (residents plus employees). Either a quantitative "FRATAR" process (a method of trip distribution) will be used to post-process CSTDM results, or a more qualitative approach may be taken using VMT elasticities. Exact details of the approach will be coordinated with Caltrans' Statewide Modeling Branch, with consideration to the available budget. Land use assumptions embedded into the CSTDM itself will not be updated. The resulting post processing procedures will be documented and available for use in future County projects.

Deliverables: Base year VMT estimate without the project, future year VMT estimate without the Vacant Lands Inventory, future year VMT estimate with the Vacant Lands Inventory, and documented CSTDM post processing procedures.

Assumptions: "Without project" VMT estimates may be based on default CSTDM land use assumptions, as necessary.

Schedule: Draft analysis within 16 weeks of authorization to proceed, final memo-report and documentation within 4 weeks of receipt of written results.

Task 2B – Multifamily Housing Site Evaluation

Approximately eight potential sites have been identified for multifamily housing in unincorporated Inyo County. This task shall develop a qualitative evaluation rubric to further prioritize each of these development opportunities. Criteria used will be distilled from the best practices in the literature such as a subset of "5D" VMT elasticities (e.g., density; design, destination access; distance to transit; and diversity of housing stock); active transportation options; and the types of data that either the County's GIS systems can generate, or that can be inferred from maps. These metrics may be as detailed as employment within 1-5 miles to proposed housing, or as simple as the relative distance to major employment opportunities (such as County government offices or the Los Angeles Department of Water and Power offices).

Under this task, the County will support the GIS analysis. Qualitative evaluation will be used where quantitative data are not readily available. The use of qualitative rankings for some or all cells in the rubric may limit the potential of Task 2B work products to future evaluations. Because input data are often challenging to estimate and subject to uncertainty in rural regions such as Inyo County, anticipated outputs from the rubric will be qualitative in nature such as: more than a 15 percent reduction relative to regional average VMT per capita; a reduction between 0-15 percent; or likely increased VMT per capita (categories consistent with Senate Bill 743 guidance from the Governor's Office of Planning and Research).

Assumptions: County to support Task 2B development with County-generated GIS data as needed.

Deliverables: Land use project VMT rubric and base year VMT estimate, future year VMT estimate without the Plan, future year VMT estimate with the Plan, documented CSTDM post processing procedures.

Schedule: Draft analysis within 16 weeks of authorization to proceed, final memo-report and documentation within 4 weeks or receipt of written results.

Task 3 – Presentation to County Decision Makers

HELIX and TKTPM shall participate in up to two meetings, one with the Planning Commission, and the second with the Board of Supervisors. Each of these meetings are assumed to require a separate trip to Inyo County. Teleconference participation rather than in person participation may be an option for one or both meetings.

Deliverables: HELIX and TKTPM participation in up to two meetings, and up to two trips to Inyo county.

Schedule: Spring 2022.

Task 4 – Integrate VMT Feasibility Study into Vacant Lands Inventory EIR

HELIX will integrate the results of the VMT feasibility study into the Vacant Land Inventory EIR as applicable and as project schedules for the EIR and REAP grant allow.

Deliverables: VMT feasibility study integrated and appended to the Vacant Lands Inventory EIR.

Schedule: Spring 2022.

COST ESTIMATE

HELIX is pleased to submit this cost estimate not to exceed \$60,757. The estimated cost for each task is provided below. All work shall be invoiced on a time-and-materials basis pursuant to Exhibit A, Terms and Conditions. Payment terms are net 30 days pursuant to the Terms and Conditions referenced herein.

Task No.	Task Name	Cost
1	Public Outreach and Data Collection	\$14,151
2	VMT Feasibility Study	\$25,025
3	Presentation to County Decision Makers	\$8,050
4	Integrate VMT Feasibility Study into EIR	<u>\$13,531</u>
	TOTAL	\$60,757

We look forward to working with you on this project. If you have any questions concerning this proposal, please call me at 916.365.8713.

Letter Proposal to Ms. Cathreen Richards
September 30, 2021

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Sincerely,



Robert Edgerton, AICP CEP
Principal

Enclosure: Exhibit A (Terms and Conditions) and Exhibit B (Schedule of Fees)

The following Terms and Conditions are made a part of the letter agreement/proposal (Agreement) between HELIX and Client and supersede any conflicting Terms and Conditions proposed by Client, unless HELIX agrees to such Terms and Conditions in writing.

ARTICLE 1. SCOPE OF WORK AND STANDARD OF PERFORMANCE

HELIX will perform the work outlined in the Agreement and any services approved by Client under Article 3 (the Services). HELIX will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of HELIX's profession practicing at the time under similar conditions in the geographic area of Client's project. HELIX makes no other representation, expressed or implied, nor no other warranty or guarantee under this Agreement or in any report, opinion or document provided hereunder.

ARTICLE 2. COMPENSATION

Client agrees to pay HELIX compensation for the Services in accordance with the rates set forth in Exhibit B. HELIX shall invoice Client monthly or as otherwise agreed. Client agrees to pay HELIX within thirty (30) days of the date of invoice. If payment is not paid when due, then such sum shall bear interest at 1½ percent per month on the unpaid balance, not to exceed the maximum legal rate of interest.

ARTICLE 3. CHANGES AND ADDITIONAL WORK

Client may request or HELIX may recommend or request, verbally or in writing, a change in the scope in excess of or in addition to the Services ("additional work"). As soon as practical after such request or recommendation, HELIX shall forward to Client a proposal of the costs for such additional work and any adjustment to the payment schedule and time for performance. Client shall approve or disapprove the proposal, in writing. If approved, HELIX shall perform the extra work in accordance with the Terms and Conditions herein.

Notwithstanding the foregoing, however, if Client verbally approves the extra work and HELIX has performed the same, then Client agrees to pay HELIX the amount and pursuant to the payment schedule as set forth in its proposal.

ARTICLE 4. LIMITATION OF LIABILITY

Recognizing the relative risks and benefits of the project for which the Services are being performed, Client agrees to limit the liability of HELIX, its directors, officers, employees, agents and subcontractors for any and all injuries, claims, losses, expenses or damages (including incidental or consequential damages) arising out of or in any way related to the Services or the project hereunder, to the lesser of (a) fifty thousand dollars (\$50,000) or (b) the total compensation for the Services hereunder. Such liability includes HELIX's negligence, errors or omissions, strict liability and breach of contract or warranty. Any claim against HELIX hereunder shall be brought within one (1) year of the completion of the Services herein.

ARTICLE 5. TERMINATION

Either party may terminate this Agreement, either in whole or in part, without cause, by giving the other party thirty (30) days written notice. In such event, Client will pay HELIX for all work performed by it prior to the notice of termination.

In the event of a default, the non-defaulting party shall give the defaulting party ten (10) days' written notice of default. "Default" includes Client's failure to pay HELIX sums due, including additional work pursuant to Article 3. The defaulting party's failure to cure the breach within said ten- (10-) day period shall constitute a material breach of this Agreement and termination of the Agreement.

ARTICLE 6. SUSPENSION OF WORK

Client may suspend the Services, in whole or in part, by giving HELIX reasonable, written notice specifying the work to be suspended. Upon receipt of notice, HELIX shall suspend the work requested and Client shall pay for all Services through the date of suspension and any costs incurred by HELIX in suspending the work.

Thereafter, Client may notify HELIX of its intent to recommence the suspended Services. HELIX will promptly provide Client with any adjusted costs and schedule and, upon Client approval, HELIX shall recommence the Services previously suspended.

ARTICLE 7. PROPRIETARY INFORMATION

HELIX agrees not to disclose to any third person, nor use for the benefit of anyone other than Client, any data, records, financial information or other confidential or proprietary information, marked as such in writing, arising out of or related to the performance of the Services (Proprietary Information). Client similarly agrees not to disclose to any third person, nor use for the benefit of anyone, Proprietary Information of HELIX.

ARTICLE 8. COMPLIANCE WITH LAWS

HELIX shall comply with and observe applicable federal, state and local laws, ordinances, rules, and regulations having jurisdiction over HELIX or the performance of the Services in effect during the term of this Agreement.

ARTICLE 9. FORCE MAJEURE

Client will grant extensions of time and increase the compensation to HELIX to the extent that HELIX's performance hereof is delayed due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of HELIX making it impracticable or unable to perform such obligation, including but not limited to natural catastrophes, restraint by court order or public authority and action or nonaction by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority which, by exercise of due diligence, HELIX (a) could not reasonably have been expected to obtain or (b) has been unable to overcome. HELIX will notify Client immediately of any such delay or anticipated delay, and Client will extend the date of performance for a period equal to the time lost by reason of the delay and will make an equitable adjustment to the compensation in Article 2.

ARTICLE 10. INSURANCE

HELIX maintains the following insurance: (a) Workers' Compensation insurance – statutory limits; (b) Comprehensive Automobile Insurance – combined bodily injury and property damage limit of one million dollars (\$1,000,000) each occurrence; (c) Comprehensive General Liability Insurance – combined bodily/personal injury and property damage limit of one million dollars (\$1,000,000); (d) Professional Liability & Contractors Pollution Legal Liability – limit of one million dollars (\$1,000,000) each occurrence; (e) Excess Umbrella Liability – limit of two million dollars (\$2,000,000) each occurrence. Upon Client's request, HELIX will furnish evidence that such Insurances are in effect. If additional coverage or increased limits of liability is desired, Client may make such request prior to the start of work. HELIX will attempt to obtain the requested coverage or limits, and Client agrees to pay for any additional costs of insurance within ten (10) days of the date of invoice.

ARTICLE 11. AVAILABILITY OF LAND, DATA AND DIFFERING SITE CONDITIONS (for contracts involving field or construction services)

Client shall furnish the site or obtain access to any site not owned by Client. Client shall notify HELIX of any encumbrances or restrictions specifically related to use of the site with which HELIX must comply in performing the Services. Client will obtain in a timely manner and pay for any fees or charges associated with site access or the encumbrances. Client shall furnish HELIX with a current legal description of the lands upon which the Services are to be performed and Client's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands.

HELIX may rely upon the accuracy of the data contained in Reports and Drawings furnished to it by Client or Client's engineer. Reports and Drawings are defined as (a) reports of explorations and tests of subsurface conditions at or contiguous to the site that have been used by the engineer in documents provided to HELIX; and (b) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (including underground facilities) that Client or Client's engineer has used in preparing documents provided to HELIX.

If HELIX believes that any subsurface or physical conditions at or contiguous to the site that are uncovered or revealed either (a) is of such a nature as to establish that data on which HELIX is entitled to rely as provided above is materially inaccurate; or (b) is of such a nature as to require a change in the contract; or (c) differs materially from that shown or indicated in documents provided to HELIX by Client or others; or (d) is of an unusual nature and differs materially from conditions ordinarily encountered in work of the character provided for in this contract, then HELIX shall promptly, after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in the event of an emergency), notify Client or its engineer in writing about such conditions. Thereafter, Client or Client's engineer will investigate the conditions. If the existence of the differing site conditions causes an increase in HELIX's cost of or time required for performance of the work, HELIX will receive an equitable adjustment to the contract price and schedule.

HELIX will not be responsible for any hazardous environmental conditions uncovered or revealed at the site. If such conditions are encountered, HELIX shall immediately stop all work and notify Client or Client's engineer. HELIX shall not be required to resume work in connection with such conditions until Client has obtained any required permits and advised HELIX in writing of such conditions and any affected area is or has been rendered safe for the resumption of work; or has specified any special conditions under which such work may be resumed safely; and HELIX shall receive an adjustment to the contract schedule and price accordingly.

ARTICLE 12. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by and pursuant to the Commercial Rules of the American Arbitration Association then in effect. Any such proceedings shall take place in San Diego, California. In any action or proceeding hereunder, the prevailing party shall be entitled to recover attorneys' fees, filing fees, expert witness fees and other costs of arbitration or suit.

ARTICLE 13. NOTICES

Any notice from one party to another shall be in writing and delivered personally, by facsimile or by United States mail, registered or certified, return receipt requested, postage fully pre-paid, to the addresses as set forth in the Agreement to the attention of the signatory of this Agreement.

Any notice shall be deemed delivered upon personal service or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. If any party changes its address, such party shall notify the other party as provided in this article.

ARTICLE 14. MISCELLANEOUS

14.1 Successors and Assigns: This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors-in-interest, assigns and transferees. Neither party can assign this Agreement without the prior written consent of the other party.

14.2 Counterparts: This Agreement may be signed in two or more counterparts, each of which shall constitute an original, but all of which shall be one in the same document.

With the Agreement, these Terms and Conditions and any attached Exhibits constitute the complete and entire contract between the parties and supersedes any previous communications, representations or agreement, whether oral or written, with respect to the subject matter hereof.

EXHIBIT B
SCHEDULE OF FEES



CONSULTING SERVICES

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

DIRECT COSTS

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

PAYMENT

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt. If payment is not paid when due, then such sum shall bear interest at 1 ½ % per month on the unpaid balance, not to exceed the maximum legal rate of interest.

PROFESSIONAL RATES

Current hourly rates for consulting services:

Principal	\$225-250
Principal Acoustician	\$180-205
Principal Biologist	\$190-225
Principal Landscape Architect	\$160-190
Principal Permitting Specialist	\$170-220
Principal Planner	\$200-235
Principal Regulatory Specialist	\$190-225
Senior Project Manager I-III	\$150-200
Senior Air Quality Specialist	\$155-180
Senior Environmental Specialist	\$130-170
Senior Fisheries Scientist	\$200-230
Senior Noise/Air Quality Specialist	\$150-180
Noise/Air Quality Specialist	\$115-145
Environmental Specialist I-III	\$85-125
Environmental Compliance Analyst	\$70
Environmental Compliance Specialist	\$75-125
Project Manager I-III	\$120-175
Assistant Project Manager	\$100-120
Archaeology Field Director	\$110
Staff Archaeologist	\$80-115
Senior Archaeologist	\$120-170
Architectural Historian	\$100-130
Environmental Planner I-III	\$95-120
Environmental Analyst	\$65-75
Landscape Architect	\$110-125
Senior Landscape Architect	\$130-160
Landscape Planner I-III	\$95-115
Sr. Scientist	\$130-165
Biologist I-V	\$85-130
Assistant Biologist	\$60
Senior GIS Specialist	\$125-165
GIS Specialist I-III	\$75-120
Graphics	\$115
Technical Editor	\$90-100
Operations Manager	\$105- 120
Word Processor I-III	\$65-85
Clerical	\$60-75

Rates are subject to change on a yearly basis



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Travis Dean

SUBJECT: Payment for the re-location of a sewer lateral

RECOMMENDED ACTION:

Request Board approve the payment to Aspendell Mutual Water Company (AMWC), in the amount of \$26,614.44, for AMWC's relocation of County Service Area No. 2 sewer lateral that services 281 Columbine Road.

SUMMARY/JUSTIFICATION:

Several years ago, Aspendell Mutual Water Company (AMWC) went through the process of a road abandonment for the development of a lot for a well, control room, water mains to feed their reservoir, and related infrastructure. During that process there was no record found of a sewer lateral on the said lot. During construction of the AMWC well, a CSA #2 sewer lateral was discovered within the 50 foot control zone, violating California Water Regulations. Upon discovery of said sewer lateral, AMWC was directed to re-locate the lateral outside of the 50 foot control zone prior to proceeding with construction of the new well.

AMWC is requesting financial reimbursement for the construction costs related to the relocation of said CSA #2 sewer lateral, and CSA #2 and the County have agreed to split the cost pending your Board's approval of this item and the 3rd quarter budget.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the reimbursement. This is not recommended as the sewer lateral services a property as part of the CSA2 system.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are sufficient funds in the CSA #2 budget and a budget appropriation is being proposed during the 3rd quarter sufficient to cover Inyo's portion of the cost.

ATTACHMENTS:

1. Appropriation Change Request Form
2. Letter from Aspendell Mutual Water Company

APPROVALS:

Travis Dean	Created/Initiated - 3/28/2022
Darcy Ellis	Approved - 3/28/2022
Travis Dean	Approved - 3/28/2022
Michael Errante	Approved - 3/28/2022
Breanne Nelums	Approved - 3/29/2022
Leslie Chapman	Approved - 4/21/2022
John Vallejo	Approved - 4/21/2022
Amy Shepherd	Final Approval - 4/21/2022

APPROPRIATION CHANGE REQUEST FORM

DEPARTMENT Public Works DATE 3/24/22
 BUDGET UNIT 810001 CSA #2

FROM: <u>5700</u>	AMOUNT: <u>\$ 26,615</u>	TO: <u>5620</u>	AMOUNT: <u>\$ 26,615</u>
<u> </u>	<u>\$</u>	<u> </u>	<u>\$</u>
<u> </u>	<u>\$</u>	<u> </u>	<u>\$</u>
<u> </u>	<u>\$</u>	<u> </u>	<u>\$</u>
TOTAL	<u>\$ 26,615</u>	TOTAL	<u>\$ 26,615</u>

JUSTIFICATION (Attach memo if necessary)

We are working on a board order to reimburse Aspendell Mutual Water Company for a removal and replacement for a sewer line in our CSA#2 district. Letter requesting this is attached to the email. I spoke with Heather and she said we should pay it out of 5620 Infrastructure.

BY: B. Nelums
 DEPARTMENT HEAD

- SUFFICIENT FUNDS
- INSUFFICIENT FUNDS
- NOT APPROVED

BY: _____
 AUDITOR-CONTROLLER

- BOARD ACTION
- BOARD ACTION NOT REQUIRED
- 4/5 VOTE REQUIRED
- APPROVE AS REQUIRED
- APPROVE AS REVISED
- DISAPPROVE

BY: 
 COUNTY ADMINISTRATOR

AUDITOR'S OFFICE ONLY

DATE ENTERED:
 BUDGET TYPE:
 PROCESSED BY:

September 20, 2021

SEP 30 2021

Michael Errant
Director of Public Works
Inyo County
P.O. Drawer Q
Independence, CA 93526

Dear Director Errante,

This letter is sent on behalf of the Aspendell Mutual Water Company (AMWC) bound within CSA2.

Several years ago, AMWC went through the process of road abandonment with Inyo County during a course of action to develop a lot for a well, control room, new water mains to feed our reservoir, and related infrastructure. This was all presented and approved by working with Inyo County Public Works, the Planning Commission, and later approved by the Board of Supervisors. Throughout the process there was no public record showing there was a sewer lateral and subsequent easement on the property. A "Lot Merger" was presented and approved by the County in October of 2017 in preparation of soil and well work (Application Reference # PM #2016-02). The lot merger referenced was integral in the development and design of the site.

Upon discovery, in June 2021, of a previously unidentified sewer lateral we were directed to correct the condition prior to proceeding with our new well. The existing sewer lateral for the home on 281 Columbine Road connecting on Cardinal Road required abandonment and a new connection was constructed outside of the 50' control zone in compliance with California water regulations.

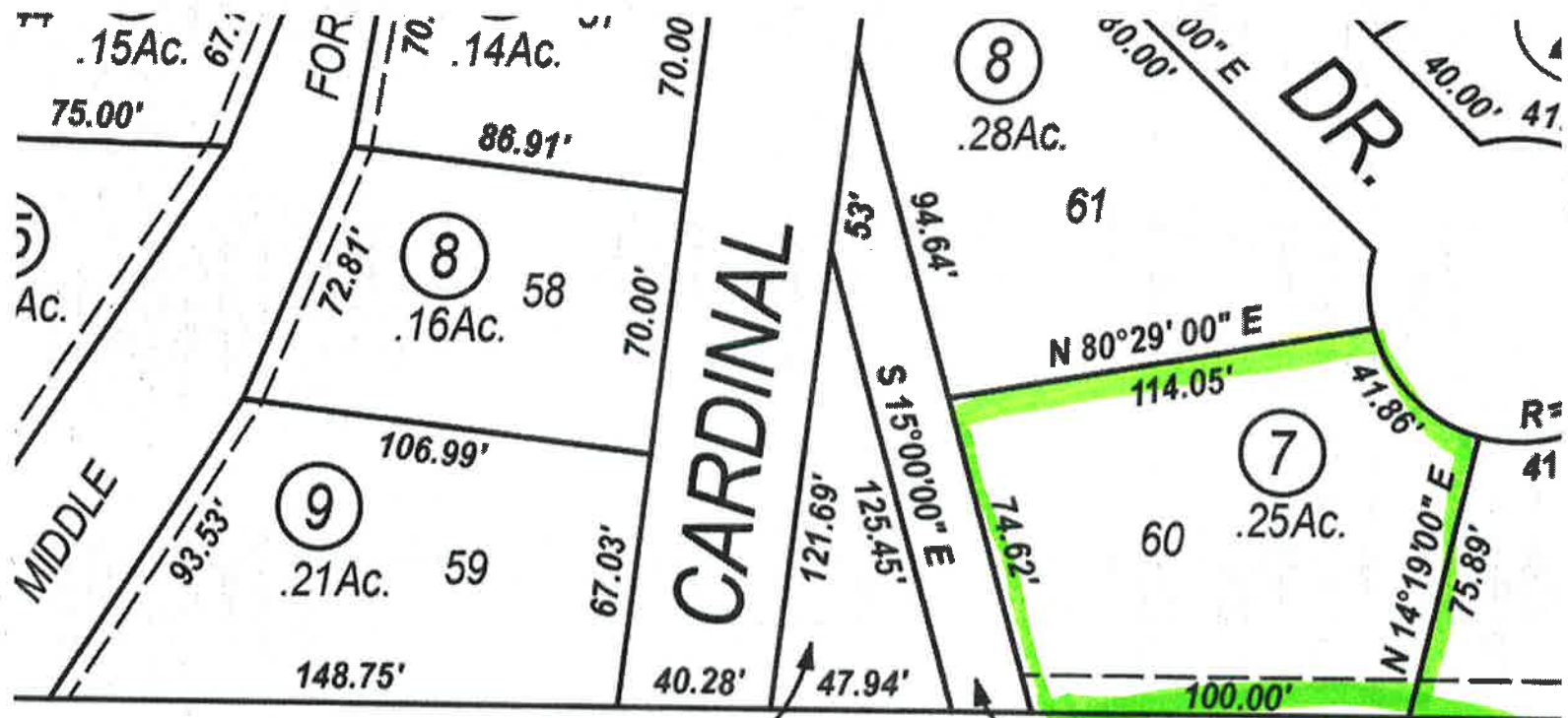
At the CSA2 advisory meeting held on September 9, 2021 one advisory member presented a proposal that the County consider compensation for work completed. AMWC is requesting financial reimbursement of the moneys AMWC expended in the removal and replacement of the undocumented sewer lateral lines. We also request Inyo County update the CSA 2 maps and plans to include the new sewer lateral and agree to add the 50' (50 foot) control zone easement to Inyo County's parcel number 014-294-10. The attached invoice for work completed and cancelled check provide documentation of the amount AMWC paid to correct this condition. Would Inyo County consider reimbursement to AMWC?

Respectfully submitted,



Thierry Montoya
President, Aspendell Mutual Water Company
117 Columbine Drive





(10) COUNTY
.08Ac.

(11) NOTICE OF PARCEL MERGER 2018/0226
.03Ac.

REVISED
9/11/2018

NOTE: 1. 1
A
2. N

CHASE for BUSINESS

Printed from Chase for Business

Total \$26,614.44

Sep 16, 2021
Post date

5402
Check #

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

ASPENDELL MUTUAL WATER COMPANY
177 COLUMBINE DR.
BISHOP, CA 93514

CHASE
BISHOP CA
90-7162/8222

005402
9/8/2021

PAY TO THE
ORDER OF

RG Plumbing, Inc.

\$

**26,614.44

Twenty-Six Thousand Six Hundred Fourteen and 44/100 *****

DOLLARS

RG Plumbing, Inc.
186 McLaren Lane
Bishop, CA 93514

Memo

Relocate sewer line for new well

Scott Taylor
AUTHORIZED SIGNATURE

⑆005402⑆ ⑆322271627⑆ 4883899341⑆

⑆ SECURITY FEATURES INCLUDED. DETAILS ON BACK ⑆

CHASE for BUSINESS

Printed from Chase for Business

\$26,614.44

Total

Sep 16, 2021
Post date

5402
Check #

EL DORADO SAVINGS BANK
<321170978>
09152021
21009000350740

EL DORADO SAVINGS BANK
BISHOP, CA 93514
FOR DEPOSIT ONLY
R.G. PLUMBING-CONSTRUCTION
213002456

PAY TO THE ORDER OF
EL DORADO SAVINGS BANK
R.G. PLUMBING-CONSTRUCTION
213002456

Listed below are the security features provided on this document

- Micro-Print border under Warning Band and Security Screen. Absence of these features may indicate a forgery.
- Photocopy Void. The word "Void" will appear when photocopied.
- Security Warning Band Border
- Non-Negotiable Phrase

A Padlock design is a certification mark of Check Payment Systems Association

R.G. Plumbing Construction
 186 Mc Laren Lane
 Bishop, CA 93514

760-937-1356
 rg.plumbing1@yahoo.com

Invoice

Bill To
Aspendell Mutual Water District 117 Columbine Bishop, CA 93514

Date
08/30/21
Invoice No.
2021-128

Terms
Due on receipt

Description	Quantity	Rate	Amount
Relocate Sewer line for new well			
7/21			
Excavator and Operator	7	140.00	980.00
Pipe Fitter	7	95.00	665.00
Pipe Fitter	7	95.00	665.00
7/22			
Excavator and Operator	8.5	140.00	1,190.00
Pipe Fitter	8.5	95.00	807.50
Pipe Fitter	8.5	95.00	807.50
7/23			
Excavator and Operator	7.5	140.00	1,050.00
Pipe Fitter	7.5	95.00	712.50
Pipe Fitter	7.5	95.00	712.50
7/26			
Excavator and Operator	7.75	140.00	1,085.00
Pipe Fitter	7.75	95.00	736.25
Pipe Fitter	7.75	95.00	736.25
7/27			
Excavator and Operator	4	140.00	560.00
Pipe Fitter	4	95.00	380.00
Pipe Fitter	4	95.00	380.00
7/28			
Excavator and Operator	9.5	140.00	1,330.00
Pipe Fitter	9.5	95.00	902.50
Due upon receipt, invoices 30 days past due will be charged 1.5% interest.		Total	

R.G. Plumbing Construction
 186 Mc Laren Lane
 Bishop, CA 93514

760-937-1356
 rg.plumbing1@yahoo.com

Invoice

Bill To
Aspendell Mutual Water District 117 Columbine Bishop, CA 93514

Date
08/30/21
Invoice No.
2021-128

Terms
Due on receipt

Description	Quantity	Rate	Amount
Pipe Fitter	9.5	95.00	902.50
7/29 Backfill			
Excavator and Operator	7	140.00	980.00
Pipe Fitter	7	95.00	665.00
Pipe Fitter	7	95.00	665.00
7/30 Grade			
Excavator and Operator	4.25	140.00	595.00
Pipe Fitter	4.25	95.00	403.75
Pipe Fitter	4	95.00	380.00
8/2			
Excavator and Operator	7.5	140.00	1,050.00
Pipe Fitter	7.5	95.00	712.50
Pipe Fitter	7	95.00	665.00
8/3			
Excavator and Operator	4.5	140.00	630.00
Pipe Fitter	4.5	95.00	427.50
Pipe Fitter	4.5	95.00	427.50
8/5			
Excavator and Operator	3	140.00	420.00
Pipe Fitter	3	95.00	285.00
Pipe Fitter	2.5	95.00	237.50
8/11			
Operate Excavator, grading	4.5	50.00	225.00
Move Equipment	3.5	100.00	350.00
Due upon receipt, invoices 30 days past due will be charged 1.5% interest.		Total	

R.G. Plumbing Construction
 186 Mc Laren Lane
 Bishop, CA 93514

760-937-1356
 rg.plumbing1@yahoo.com

Invoice

Bill To
Aspendell Mutual Water District 117 Columbine Bishop, CA 93514

Date
08/30/21
Invoice No.
2021-128

Terms
Due on receipt

Description	Quantity	Rate	Amount
Material			
Asphalt Patch	5	12.66	63.30
Pipefittings	1	1,172.22	1,172.22
1.0 SK Sand	1	1,657.67	1,657.67
Due upon receipt, invoices 30 days past due will be charged 1.5% interest.		Total	\$26,614.44



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Justine Kokx

SUBJECT: Sole-Source Contract with TerraVerde Energy, LLC

RECOMMENDED ACTION:

Request Board: A) declare TerraVerde Energy, LLC of San Francisco, CA a sole-source provider of asset management services for solar photovoltaic systems; B) ratify the contract between the County of Inyo and TerraVerde Energy, LLC of San Francisco, CA for the provision of asset management services for solar photovoltaic systems in an amount not to exceed \$15,531.13 for the period of April 1, 2022 through March 31, 2025, contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

In 2013, Inyo County utilized Terra Verde's services to install solar arrays at the Jail, Juvenile Hall, and at the Independence Annex building parking lot. TerraVerde performed project design, project management, and created a facility operations plan for the solar arrays. TerraVerde has been the provider of energy and performance optimization services since the installation of the solar arrays and subsequently has intricate knowledge of the systems and maintenance protocols, ensuring the warranty remains intact and valid. As systems get older, the importance of consistent performance analysis and monitoring increases. TerraVerde integrates its proprietary SolarShadow platform with the utility, solar, and battery data systems, giving them real-time insight into the energy and financial performance of solar & battery assets. Access to real-time performance data is invaluable for gauging the overall health of the system.

BACKGROUND/HISTORY OF BOARD ACTIONS:

TerraVerde has been the provider of energy and performance optimization services since the installation of the solar arrays. They have intricate knowledge of the solar array systems and maintenance protocols to ensure continued warranty coverage.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract. This is not advisable. TerraVerde's long-term knowledge of the systems ensures a cost effective, consistent and practical means to ensure the solar systems continue to be well maintained.

OTHER AGENCY INVOLVEMENT:

Inyo County Public Works

County Counsel
Inyo County Auditor
Risk Management

FINANCING:

This contract will be budgeted in the Building, Maintenance & Grounds Budget, 011100; Professional Services, object code 5265.

ATTACHMENTS:

1. TerraVerde Quarterly Report 2021-2022Q2
2. Asset Management Service Agreement April 2022
3. Attachment B Insurance Requirements

APPROVALS:

Justine Kokx	Created/Initiated - 4/14/2022
Michael Errante	Approved - 4/15/2022
Breanne Nelums	Approved - 4/18/2022
Darcy Ellis	Approved - 4/18/2022
Aaron Holmberg	Approved - 4/19/2022
John Vallejo	Approved - 4/19/2022
Amy Shepherd	Final Approval - 4/19/2022

SITE SUMMARY

I. Solar Sites

Site Name	Operational Year	PV Size (kW-DC)	Ownership	Installer
Adult Jail	2013	238.0	County Owned	Tesla
Courthouse Annex	2013	101.5	County Owned	Tesla
Juvenile Hall	2013	91.0	County Owned	Tesla
TOTAL		430.5		

	DELIVERED
1 ST QUARTER: JULY 2021 – SEPTEMBER 2021	DECEMBER 10, 2021
2 ND QUARTER: JULY 2021 – DECEMBER 2021	FEBRUARY 3, 2022
3 RD QUARTER: JULY 2021 – MARCH 2022	
ANNUAL REPORT: JULY 2021 – JUNE 2022	

QUARTERLY AND ANNUAL REPORTS ARE COMPILED FOLLOWING RECEIPT AND REVIEW OF COMPLETE PRODUCTION DATA.

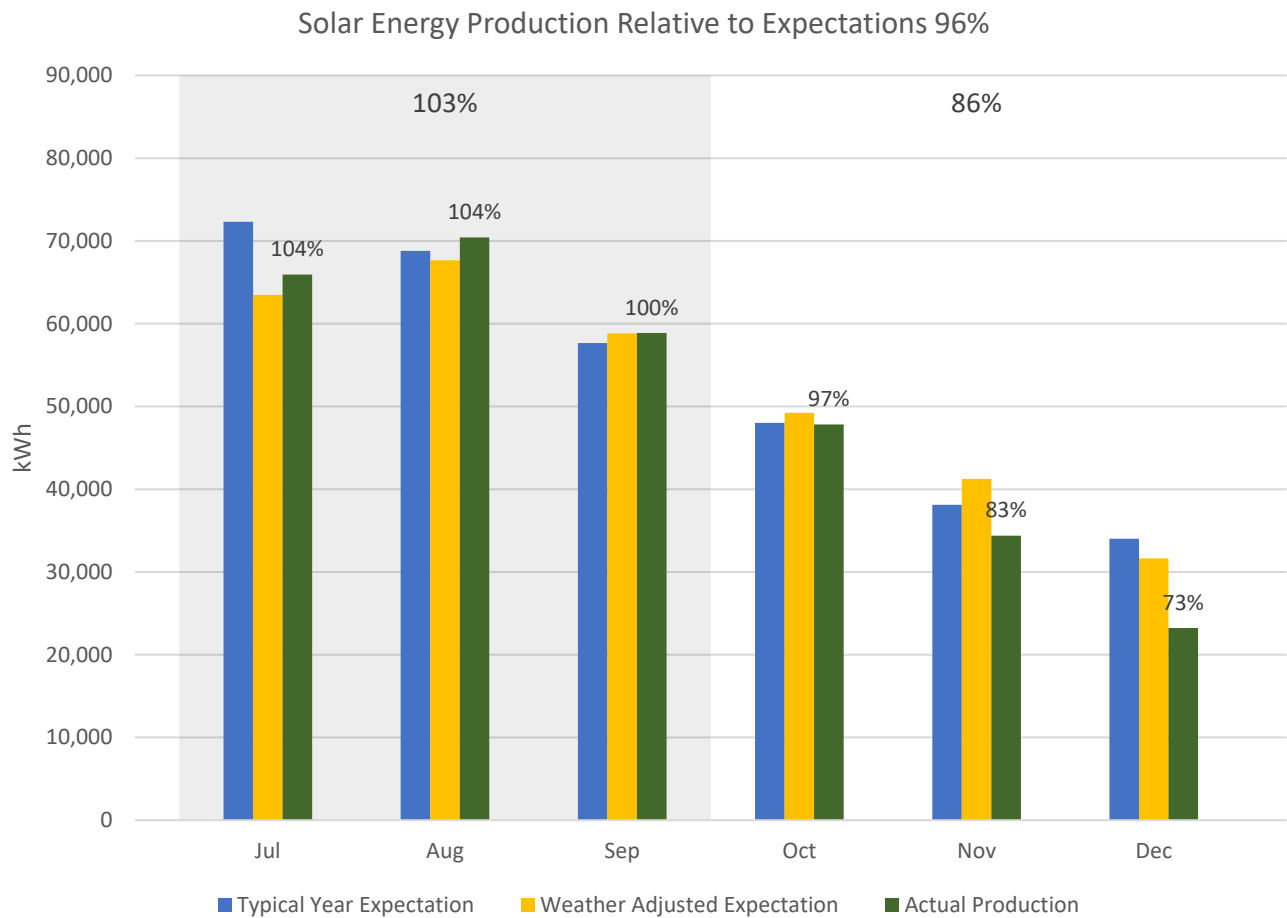
PREPARED FOR: Inyo County
PRESENTED BY: TerraVerde Energy, LLC

1. INTRODUCTION

This report is prepared to present a performance review of the Photovoltaic (PV) systems from July 2021 through December 2021. Individual site production can be found in Section 4. A guide to understanding the data in this report can be found in Section 5.

An analysis of the PV system production shows that over this period, the **County's PV systems produced 96% of what would be expected** in a typical, weather adjusted year. Underperformance this period was due to the system issues described in the Corrective Maintenance section. Those issues have since been resolved.

Inyo County Total



2. CORRECTIVE MAINTENANCE

Start Date	End Date	Length	Asset Name	Subject	Date	Status
10/24/2021	11/23/2021	30	Inyo County Juvenile Hall PV System	System stopped reporting data on the monitoring platform. Cannot confirm system operation.	12/2/2021	Tesla visited site on 11/23 and replaced the gateway. System resumed normal data communication.
					11/17/2021	Tesla indicated that they have a site visit planned for 11/23.
					11/10/2021	Discussed issue with Tesla on the phone and confirmed they opened a case for troubleshooting.
					11/8/2021	Informed the district personnel and requested them to visit the site to check the status of the inverter and power cycle it before we reach out to Tesla for further troubleshooting.
12/8/2021	1/21/2022	44	Inyo County Courthouse Annex PV System	System stopped producing power.	1/27/2022	Tesla visited the site on 1/21 and found a tripped breaker in the switchgear. Breaker was reset and production resumed.
					1/19/2022	Tesla confirmed again that site visit is planned for 1/21.
					1/12/2022	Tesla site visit was rescheduled to 1/21. It is possible to resources can be pulled in to make the visit sooner.
					1/5/2022	Tesla confirmed they have a site visit scheduled for 1/7.
					12/15/2021	Discussed case with Tesla on the phone and confirmed that they have a case open to troubleshoot.
					12/13/2021	Called Chris Cox to follow up on this case. He said that he will have someone visit the site today to perform the initial troubleshooting.
					12/9/2021	Informed the district personnel and requested them to visit the site to check the status of the inverters and power-cycle them if necessary.
12/25/2021	1/7/2022	13	Inyo County Jail PV System	Meter [19255] 58691 stopped producing power	1/12/2022	Tesla visited site on 1/7 and found a breaker to the AC disconnect was tripped. Full production was restored.
					1/5/2022	Tesla confirmed they have a site visit scheduled for 1/7.
					1/5/2022	Informed Tesla and requested them to troubleshoot this issue.

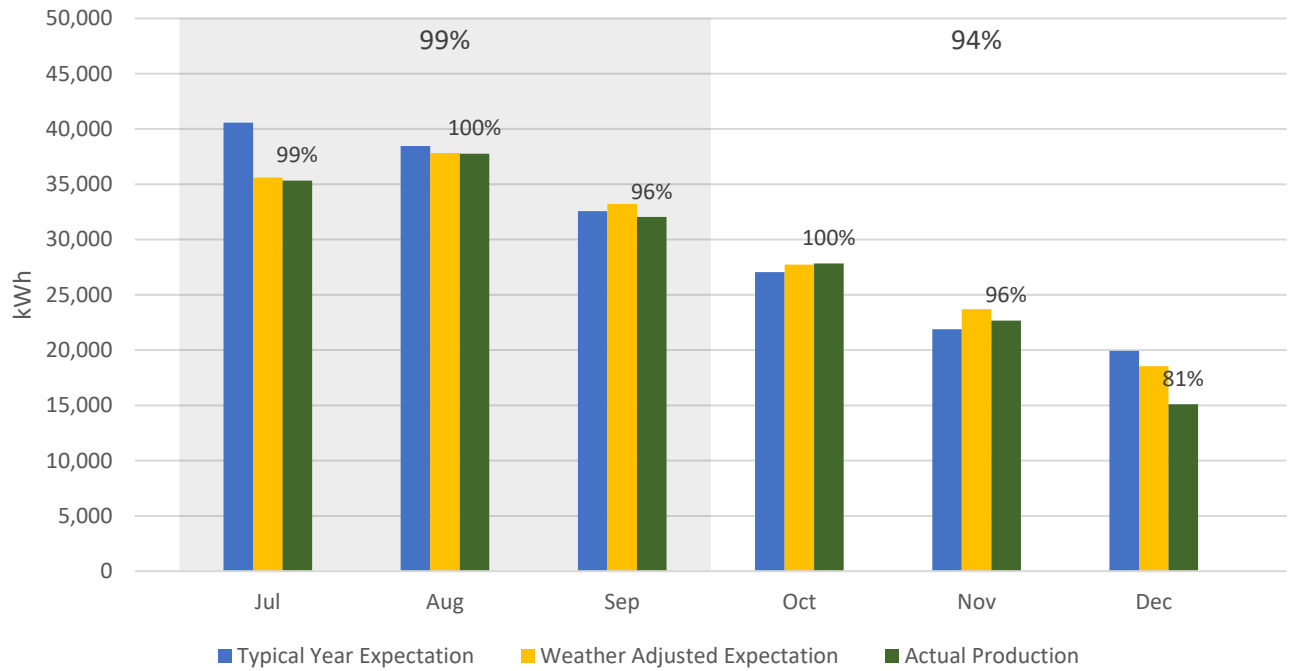
3. NEXT STEPS

TerraVerde will continue monitoring the systems on a daily basis. The next report will include data from the first three quarters of the 2021-2022 fiscal year.

4. SITE SPECIFIC PERFORMANCE

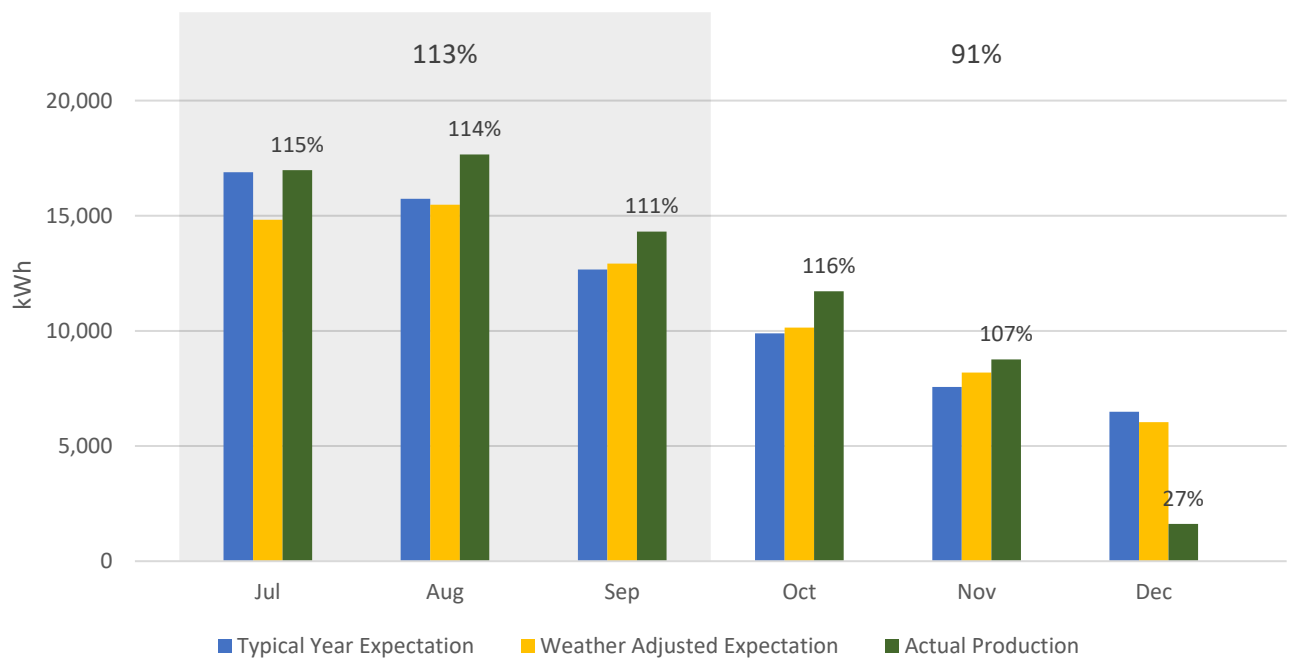
ADULT JAIL

Solar Energy Production Relative to Expectations 97%

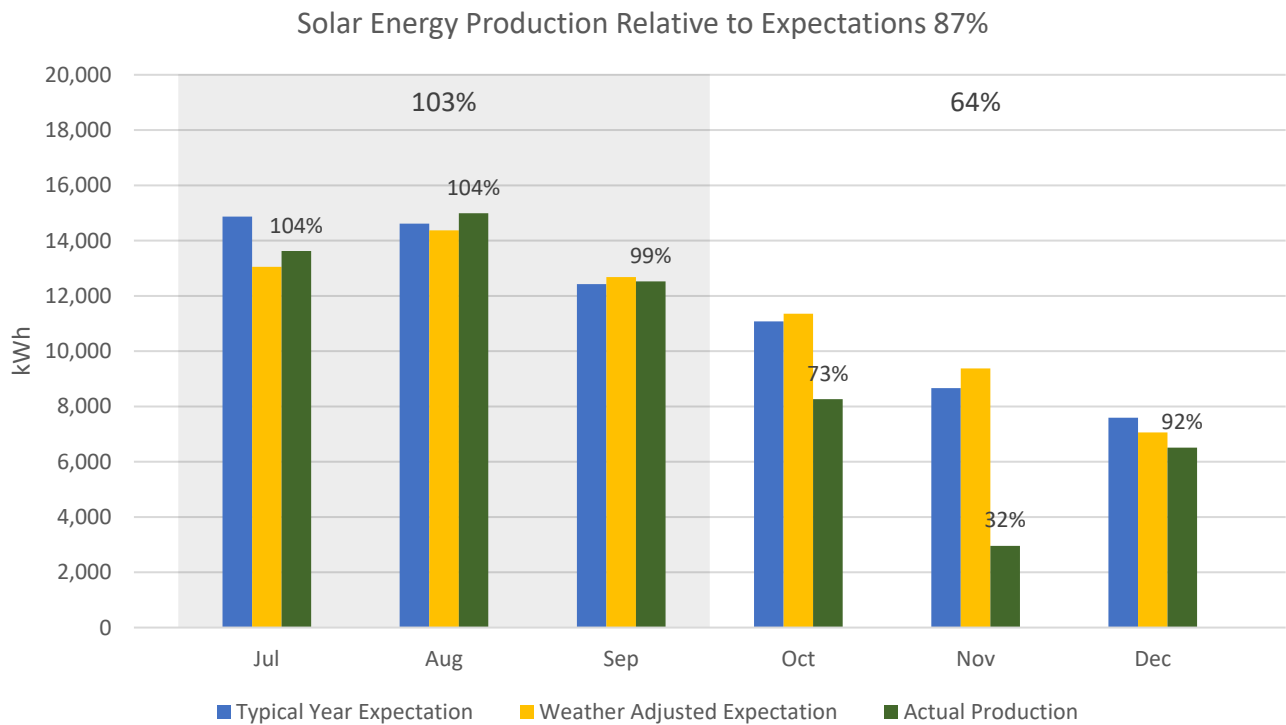


COURTHOUSE ANNEX

Solar Energy Production Relative to Expectations 105%



JUVENILE HALL



5. HOW TO READ THIS REPORT

This section serves as a guide to understanding each of the performance measurements we provide.

Typical Year vs. Actual PV Production – This table compares Typical Year PV Production with Actual PV Production. The Typical Year PV Production is based on the specific PV system configuration and TMY data (Typical Meteorological Year). The Actual PV Production is what was recorded in the remote monitoring systems. This comparison can help to see how well the systems are performing relative to a typical year. These numbers should be about 100%. Numbers over 100% indicate that the system is performing better than expected for a typical year.

Weather Adjusted PV Production – This measurement takes the irradiance measured by the nearest weather station and converts it into a predicted power calculation. This helps to normalize the data such that accurate assessments of the system can be made during months with abnormally high or low amounts of sunlight.

Graphs displaying production data are based on calendar month start and end dates.



ASSET MANAGEMENT SERVICES AGREEMENT

This Asset Management Services Agreement (“Agreement”) is entered into as of this 1st day of April 2022 (the “Effective Date”), by and between County of Inyo, hereinafter referred to as (“System Owner”) and TerraVerde Energy, LLC, hereinafter referred to as (“Service Provider”).

WHEREAS, Service Provider is in the business of providing asset management services for solar photovoltaic systems;

WHEREAS, System Owner desires to retain the Service Provider to provide the asset management services described herein for System Owner’s Solar Photovoltaic Systems (“System”), located at the site(s) described in Appendix 1.

NOW THEREFORE, the Parties enter into this Asset Management Agreement under the terms and conditions set forth below:

1. Term and Payment

This Agreement takes effect on the Effective Date and will continue in effect for three (3) years, with the System Owner option to opt out annually. For the services provided by Service Provider under this Agreement, System Owner agrees to pay Service Provider an annual sum of \$5,000 (the “Annual Fee”), which shall increase annually by 3.5%.

Service Provider shall invoice System Owner in the amount of the Annual Fee on or about the Effective Date and each anniversary thereof. Payment to Service Provider is due net 30 days from receipt of invoice.

Service Provider may also bill System Owner (at cost) for reasonably incurred expenses including but not limited to legal services (third party NDA’s, MNDA’s, or other forms of confidentiality agreements, etc.), travel expenses, etc.

2. Scope of Work

System Provider shall provide the services described in Appendix 2 (the “Scope of Work”). The System Owner shall perform the responsibilities described in Appendix 3 (the “System Owner Responsibilities”).

3. Third Party Providers

Service Provider may engage third party resource providers (“third party providers”) as it deems advisable for the purpose of performing or carrying out any of its obligations under this Agreement. No such engagement shall relieve Service Provider of any of its obligations or



liabilities under this Agreement. The use of any third-party provider shall not result in an increase in the Annual Fee, unless the services provided exceed the Scope of Work and the System Owner agrees to reimburse Service Provider for charges prior to any charges being incurred.

4. Additional Services

System Owner may request services from Service Provider not included in the Scope of Work by submitting to Service Provider a Work Order Request Form in substantially the form of Appendix 4. If Service Provider agrees to perform such services, it shall respond to the Work Order Request Form in writing. Charges for any additional work requested by System Owner and not specified in the Scope of Work will be invoiced to System Owner by Service Provider at \$150.00 per hour.

5. Use of Data

System Owner is the owner of all system performance data produced by the System's data acquisition system. As part of the services performed hereunder, Service Provider shall collect and analyze such data on behalf of System Owner.

6. Intellectual Property

Any code or software used by Service Provider and deemed to be proprietary by Service Provider as part of delivering services under this Agreement shall remain the sole exclusive property of Service Provider.

7. Limitation of Liability

The liability of each party arising out of or related to the terms of this agreement shall be limited to direct, actual damages only and all other damages and remedies are waived. In no event shall either party be liable to the other party for consequential, special, incidental, punitive, exemplary or indirect damages, lost profits or business interruption damages, whether by statute, in tort, contract or otherwise.

Without limiting the generality of the foregoing, System Owner acknowledges and agrees that, except in case of Service Provider's gross negligence or willful misconduct, Service Provider's total liability for any claims made hereunder shall not exceed the amount of the Annual Fees paid by System Owner to TerraVerde; provided, however, that this sentence shall not apply to any damages or liabilities (including death or bodily injury or damage to real or tangible personal property) to the extent covered by TerraVerde's insurance.

8. Force Majeure

Notwithstanding any other provision of this Agreement, each party's obligations under this Agreement shall be suspended by any Force Majeure if and to the extent that such party is

prevented or delayed from performing by reason of the Force Majeure; provided, however, that (a) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure and required by any remedial measures, (b) no obligations of any party that arose before the occurrence of such causes shall be excused as the result of the occurrence, and (c) each party shall use commercially reasonable efforts to remedy its inability to perform; and provided, further, that no Force Majeure shall excuse any payment obligations of any party otherwise due hereunder. Each party shall notify the other as to the occurrence and resolution of any force majeure event.

“Force Majeure” means any occurrence that was not anticipated as of the Effective Date that: (a) in whole or in part: (i) delays a party’s performance under this Agreement; (ii) causes a party to be unable to perform its obligations; or (iii) prevents a party from complying with or satisfying the conditions of this Agreement; (b) is not within the control of that party; and (c) the party has been unable to overcome by the exercise of due diligence. “Force Majeure” includes an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute, or actions or inactions of any governmental authority.

9. Limited Warranty

Service Provider warrants that services provided pursuant to this Agreement shall be performed in a reasonable and workmanlike manner. Service Provider further warrants that any services provided hereunder shall be performed in accordance with prudent industry practices, all applicable laws and regulations, specifications and processes recommended by the equipment manufacturers. Service Provider shall not take any actions that would void or impair any other warranty covering the System.

WARRANTY DISCLAIMER. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE SERVICES PROVIDED ON THE FACE OF THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS ANY AND ALL WARRANTIES OF ANY OTHER KIND, INCLUDING ANY EXPRESS WARRANTY AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, SYSTEM PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY AS TO ANY PARTICULAR LEVEL OF SYSTEM PRODUCTION OR FINANCIAL BENEFIT TO SYSTEM OWNER.

10. Indemnification

Subject to the other terms and limitations in this Agreement, Service Provider shall defend, indemnify and hold harmless System Owner and its Governing Board, members of its Governing Board, directors, officers, agents, employees, successors and assigns (collectively, the “System Owner Indemnified Persons”) from and against any personal injury or property damage losses incurred by any System Owner Indemnified Person as a result of, arising out of, relating to, or in the nature of injury or death to any person, or loss of or damage to, or loss of use of property of third parties, to the extent caused by the gross negligence or willful misconduct of Service

Provider, except to the extent that such damage or loss was caused by the negligence or willful misconduct of any of the System Owner Indemnified Parties. It is a condition to TerraVerde's obligations under this Section 10 that System Owner provide timely notice of any third-party claim with respect to which TerraVerde may have liability under this Section 10. TerraVerde shall have the right to assume control of the defense of any such third-party claims. TerraVerde shall have the right to settle or compromise any such claims provided that TerraVerde has received System Owner's written consent, which consent shall not be unreasonably withheld or delayed. If TerraVerde has assumed such defense, System Owner may participate in such defense at its sole cost and expense, and TerraVerde shall not be obligated to pay for the legal fees of any counsel other than its own, unless representation of Client and TerraVerde by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

11. Insurance

Service Provider shall obtain and maintain in force during the term of this Agreement comprehensive general liability insurance against all claims of bodily injury, death, or property damage with coverage at least equivalent to a combined single limit of \$1,000,000 each occurrence and \$2,000,000 aggregate; and automobile liability insurance, if applicable, with coverage at least equivalent to \$1,000,000 each accident, \$1,000,000 each occurrence.

12. Termination

Either party may terminate this Agreement due to the other party's material breach of this Agreement or material failure to perform any obligation set forth herein. The party seeking to terminate this Agreement due to the other party's breach of this Agreement shall give the breaching party written notice of intent to terminate, and the breaching party shall have twenty (20) days from the date of the notice to cure such breach and, if the breach is not cured within such time, the Agreement shall terminate on the date specified in the notice of termination.

13. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF THE STATE CALIFORNIA WITHOUT REFERENCE TO CONFLICT OF LAW RULES THEREOF. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in San Francisco County, California.

14. Waiver, Severability

Any failure on the part of a party to insist upon the performance of this Agreement or any part thereof shall not constitute a waiver of any right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not



be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

15. Notices

Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by email or facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section. All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below:

If to System Owner:
County of Inyo California
168 N. Edwards Street
Independence, CA 93526

If to Service Provider:
TerraVerde Energy, LLC
1300 22nd Street, Unit 401
San Francisco, CA 94107

Attn: Michael Errante
Email: merrante@inyocounty.us

Attn: Asset Management
ams@terraverde.energy

16. Binding Effect, Assignment

This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns. Neither party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided however, that both parties shall have the right to assign or otherwise transfer this Agreement to any parent, subsidiary, affiliated entity or pursuant to any merger, consolidation or reorganization, provided that all such assignees and transferees agree in writing to be bound by the terms of this Agreement prior to such assignment or transfer.

17. Entire Agreement, Counterparts

This Agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes all prior written or oral agreements between said parties with respect to said subject matter. No modification to the terms and conditions of this Agreement shall be binding on the parties unless approved by a signed writing by the parties hereto. In the event of a conflict between this Agreement and any other writing between the parties, the terms and conditions of this Agreement shall control. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SERVICE PROVIDER: TerraVerde Energy, LLC.

Name: Ali Chehrehbaz
Title: President

Service Provider Signature: _____ **Date:** _____

SYSTEM OWNER: Inyo County CA

Name: _____
Title: Inyo County Board of Supervisors
Signature: _____ **Date:** _____

Name: _____
Title: County Counsel
Signature: _____ **Date:** _____

Name: _____
Title: County Auditor
Signature: _____ **Date:** _____

Name: _____
Title: County Risk Manager
Signature: _____ **Date:** _____

Appendix 1

System Owner's Solar Photovoltaic Systems ("System")

Site	PV Size (kW-DC)	Operational Year
Adult Jail	238.0	2013
Courthouse Annex	101.5	2013
Juvenile Hall	91.0	2013
	430.5	

Appendix 2 Scope of Work

1. Energy & Provider Performance Optimization
 - a. Monitor System Performance: comparative analysis of actual vs. expected performance, ensure early detection & appropriate response to system issues
 - b. Issue Management: manage and enforce warranty claims, maintenance obligations, and performance guarantees
 - c. Create & Maintain a Facility Operation Plan: a data room with current, relevant, source of truth documentation for these energy systems including contracts, contacts, drawings, and utility authorizations
 - d. Oversee & Manage Maintenance Protocols: managing providers' completion of warranty and corrective maintenance work, address directly if not under warranty (on a time and materials basis and subject to written approval of work by System Owner)
 - e. Coordination of Annual Preventive Maintenance & System Inspections. TerraVerde will manage O&M solicitations and provide feedback and recommendations on findings. Payment for preventive maintenance and panel washing will be the responsibility of the county.

2. Optional Renewable Energy Certificate Management
 - a. Coordinate the establishment of Agency Reporting services with the appropriate Performance Monitoring Service Provider(s)
 - b. Register each of the systems as Generating Units on the WREGIS platform
 - c. Negotiate price & terms for the sale of the Renewable Energy Certificates
 - d. Include reporting of sale revenues in the annual financial analysis (item 3.b in this scope of work)

3. Detailed Energy Performance Analysis & Financial Reporting
 - a. Quarterly analysis & reporting of
 - i. Actual vs. weather adjusted solar energy production
 - ii. Actual vs. expected energy usage
 - iii. Issues and actions throughout the portfolio
 - b. Annual analysis & reporting of
 - i. Actual vs. expected avoided electric utility costs
 - ii. Actual vs. expected expenses
 - iii. Actual vs. expected savings
 - iv. Actual vs. weather adjusted solar energy production
 - v. Actual vs. expected energy usage
 - vi. Issues and actions throughout the portfolio

Appendix 3
System Owner Responsibilities

1. Actively manage electricity usage at System Owner's facilities
2. Provide Service Provider with access to:
 - a. Performance Monitoring System and historical production records
 - b. Information related to the System(s) including contracts, drawings, warranties, maintenance contracts, performance monitoring platforms, historical system performance data, and historical utility usage and billing data as applicable.
 - c. Utility bills and data
3. Allow Service Provider and its third-party providers, agents and employees with reasonable access to the System(s) during reasonable times and without prior notice as required for the performance of Service Provider's Scope of Work under this Agreement
4. Supervise Service Provider and its third-party providers, agents and employees while services are performed at System Owner's site(s)
5. Review and respond to Service Provider maintenance recommendations including PV module washing, vegetation trimming, soil stabilization, non-warranty equipment and labor costs, and other costs
6. Facilitate emergency inverter reading & power cycling, as necessary



Appendix 4
Work Order Request Form

FROM [Name]
 [Company Name]
 [Street Address]
 [City, ST ZIP Code]
 [Phone]

The following number must appear
 on all related correspondence,
 shipping papers, and invoices:

W.O. NUMBER: [#####]

DATE	REQUESTED BY	INVOICE # FOR BILL	TERMS
------	--------------	--------------------	-------

STATUS	DESCRIPTION	HOURS	RATE	AMOUNT
--------	-------------	-------	------	--------

- Critical Non-Critical
- Critical Non-Critical
- Critical Non-Critical
- Critical Non-Critical
- Critical Non-Critical

Subtotal
Sales Tax
Other
TOTAL

SEND ALL CORRESPONDENCE TO:

ASSET MANAGEMENT
 TERRAVERDE ENERGY, LLC

ASSETMANAGEMENT@TERRAVERDE.ENERGY
 1300 22ND STREET, UNIT 401
 SAN FRANCISCO, CA 94107
 PHONE 206.696.9607

AUTHORIZED BY **DATE**

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

CONSENT - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Travis Dean

SUBJECT: Rehabilitation of a portion of Cactus Flats Road

RECOMMENDED ACTION:

Request Board: A) waive requirements of the Inyo County Purchasing Policy per the "no competitive advantage" exception; B) approve the standard contract between the County of Inyo and Road and Highway Builders of Sparks, NV for the provision of Road Construction Services on Cactus Flats Road in an amount not to exceed \$239,405.54, plus any allowable change orders, and authorize the Chairperson to sign; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Section 20142 and other applicable laws.

SUMMARY/JUSTIFICATION:

The City of Los Angeles Department of Water and Power (LADWP) has hired Road and Highway Builders, LLC, to perform construction activities on their North Haiwee Dam No. 2 Project. Part of this project included the realignment and pavement of a portion of Cactus Flats Road.

When Inyo County Public Works was informed of the project, the Inyo County Road Superintendent noted that there was a portion of Cactus Flats Road (approximately 1,540 linear feet of pavement), which is not part of LADWP's project, that is in need of rehabilitation. This portion of Cactus Flats Road has been a constant maintenance issue, but its remote location has limited the ability to economically repair this section of road. Inyo County Public Works thought that it would be wise to repair this remote stretch of road while LADWP's contractor was already out in that area working on a much larger project. Inyo County Public Works reached out to Road and Highway Builders, LLC, and received a quote to rehabilitate said portion of existing pavement. The quote to rehabilitate the County's portion of Cactus Flats Road is \$239,405.54 inclusive of 767 tons of asphalt, (\$71.32 per ton). This price includes ripping the existing asphalt section, water, placing and rolling subgrade, placing, grading and finishing aggregate base (26' wide) and mixing, hauling and placement of asphalt (3" x 24' x 1540'), and quality control.

Public Works requests that your Board approve a contract with Road and Highway Builders, LLC in the amount of \$239,405.54 to perform the realignment work outlined above. Public Works did not put this project out to bid pursuant to the "no competitive advantage" exception to bidding rules. The "no competitive advantage" exception permits a public agency to forego normal bidding requirements when it can be said with certainty that putting a project out to bid would frustrate the purpose of the project or be contrary to the public interest. *Graydon v. Pasadena Redevelopment Agency*, 104 Cal. App. 3d 631 (1980). Here, LADWP has already brought a contractor to the area to complete a multi-million dollar construction project. Inyo County's project is quite small

in comparison, and if Inyo County put this project out to bid, Road and Highway Builders would almost certainly not respond to the bid, as Inyo County's project is too small for Road and Highway Builders to get involved under normal circumstances.

Additionally, while it is possible that other contractors might respond to a bid put out by the County for this project, these contractors would all charge the County mobilization costs, which represent the cost of transporting equipment and personnel to the job site. Road and Highway Builders is not charging a separate mobilization cost because their crews and equipment are already on site. Given the remote location, if the County hired a contractor just to repair the 1,540 linear feet of road at issue, Public Works estimates that mobilization would be approximately \$45,000, which would increase the total project cost by 18%. Finally, Road and Highway Builders is giving the County the same rate on asphalt as they gave LADWP. Asphalt is generally sold with bulk discounts (i.e., the more you buy, the cheaper it is per ton). Because LADWP used thousands of tons of asphalt on their project, they received a bulk discount that Inyo County could never achieve given the relatively small quantity of asphalt involved in the County's project. Public Works estimates that most asphalt plants would charge the County approximately \$130 per ton, given the amount of asphalt that the County is looking to purchase for this project. In other words, LADWP's rate allows for a savings of approximately \$45,000 on the asphalt.

Therefore, by contracting with Road and Highway Builders LLC to perform this project, Public Works estimates that the County is saving approximately \$90,000. This cost savings would be lost if the County were to put this project out to bid.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award this contract, but this is not recommended as we would not be able to rehabilitate this portion of the road for less money if we went out for bids.

OTHER AGENCY INVOLVEMENT:

FINANCING:

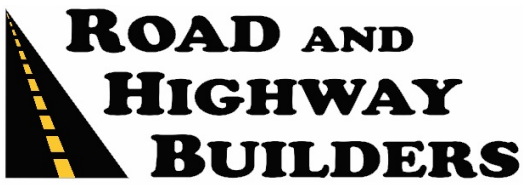
This project is funded by the Road Department Budget 034600, Object Code 5700 - Construction in Progress

ATTACHMENTS:

1. Cactus Flat Road Paving Project Extension
2. CFR Subgrade Prep and Base Quote
3. Road and Highway Builders Agreement

APPROVALS:

Travis Dean	Created/Initiated - 4/14/2022
Darcy Ellis	Approved - 4/14/2022
John Pinckney	Approved - 4/18/2022
Shannon Platt	Approved - 4/18/2022
Breanne Nelums	Approved - 4/18/2022
John Vallejo	Approved - 4/19/2022
Amy Shepherd	Approved - 4/19/2022
Michael Errante	Final Approval - 4/20/2022



April 12, 2022

Inyo County Public Works
168 N. Edwards
Independence, CA 93526

Attn. Travis Dean

Subject: Extension of Cactus Flats Road Realignment

Dear Mr. Dean:

Reference is made to the Inyo County Public Works request for additional paving of the Cactus Flats Roadway (CFR) Realignment that Road and Highway Builds (RHB) is performing for the Los Angeles Department of Water and Power (LADWP). This approximate 1540' of new asphalt paving would start at the planned termination of the LADWP CFR realignment, and proceed to the east along the existing CFR alignment for 1540' to the top of the slope. Based upon the web conference held on July 7, 2021, and further phone discussions, RHB provides the following proposed price for the work described below

ITEM	QUANTITY	PRICE
PAVING OF 1540' CACTUS FLATS ROAD	1 LUMP SUM	\$192,195.84

- Price is inclusive of mixing, hauling, and placement, of "Class B 3/4" PG70-10" Asphalt as approved by the LADWP for use on the Cactus Flats Road realignment. Standard quality control measures will be followed.
- Based upon RHB's assumptions and previous discussions of existing site grading and traffic, RHB's price is for a single lift 3" thick (0.25'), 24' wide, and 1540' long asphalt section.
- Price is inclusive of water and rolling of subgrade, RHB is not responsible for quality control to verify subgrade conditions
- Inyo County to prepare subgrade, and shoulder the finished asphalt section
- Due to unknown subsurface conditions and final roadway usage, there is no implied warranty for the finished asphalt product.
- Price excludes traffic control, grading and clearing, surveying, permitting, bonding, prime coat, SWPPP, or other work not specified above.
- Increases or decreases in desired paving section will change pricing, please coordinate with RHB representative to revise pricing as necessary.
- Payment Terms -30 days from date of placement.

Should and further information be required, please call me at (775) 530-0276.

Sincerely,
Road and Highway Builders

Trevor Thomassen
Project Manager



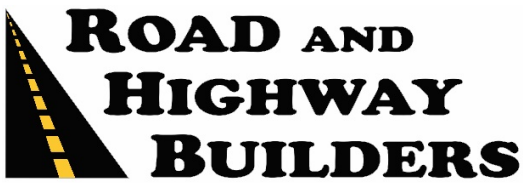
North Haiwee Dam
CFR Extension

#	BID ITEM	DESCRIPTION	QTY.	U/M	LABOR	MATERIALS	EQUIP.	SUB.	TRUCK	UNIT COST	TOTAL COST	UNIT PRICE	TOTAL PRICE
1		ADDITIONAL PAVING (~1540')	1	LS	\$25,425	\$61,147	\$17,664	\$0	\$53,962	\$158,197.70	\$158,197.70	\$192,195.84	\$192,195.84
		TOTAL COST			\$25,425	\$61,147	\$17,664	\$0	\$53,962		\$158,197.70		
		OVERHEAD (8.3%)		8.3%							\$171,328.11		
		PROFIT (% OF COST)		12.18%							\$20,867.73		
		BOND (1%)		0.000%							\$0		
		TOTALS									\$192,196		
											TOTAL PRICING		\$192,195.84

CFR EXTENSION

767 TN

MATERIAL	QUANTITY	RATE	LABOR	MATERIALS	EQUIP.	SUB.	TRUCK	UNIT COST	TOTAL COST				
ASPHALT (TN)	767	\$71.32		\$54,702.44				\$71.32	\$54,702.44				
TAX	54,702	7.75%		\$4,239.44				\$5.53	\$4,239.44				
ENVIRONMENTAL FEE (LOAD)	35.0	\$5.00		\$175.00				\$0.23	\$175.00				
SS-1H CONCENTRATE	1.2	\$400.00		\$492				\$0.64	\$492.00				
SS-1H TAX	\$492	7.75%		\$38				\$0.05	\$38.13				
SS-1H HAUL	1.2	\$50.00					\$62	\$0.08	\$61.50				
SMALL TOOLS	1.0	\$1,500.00		\$1,500				\$1.96	\$1,500.00				
PROOF ROLL SUBGRADE	ST/HR	OT/HR	ST HRS	OT HRS	DAYS	RATE/HR	LABOR	MATERIALS	EQUIP.	SUB.	TRUCK	UNIT COST	TOTAL COST
ROLLER	\$90.40	\$126.60	8.0	2.0	1.0	\$101.38	\$976		\$1,014			\$1.89	\$1,990.20
2000 GAL WATER TRUCK	\$70.16	\$105.24	8.0	2.0	1.0	\$36.13	\$772		\$361			\$3.44	\$1,133.06
QUALITY CONTROL	ST/HR	OT/HR	ST HRS	OT HRS	DAYS	RATE/HR	LABOR	MATERIALS	EQUIP.	SUB.	TRUCK	UNIT COST	TOTAL COST
INSPECTOR	\$100.00	\$140.00	8.0	2.0	1.5	\$23.75	\$1,620		\$356			\$2.58	\$1,976.25
HAUL	QTY		ST HRS			RATE/HR	LABOR	MATERIALS	EQUIP.	SUB.	TRUCK	UNIT COST	TOTAL COST
CA SINGLES	35.0		8.0			\$140.00	\$0		\$0		\$39,200	\$51.11	\$39,200.00
TRAVEL TIME	35.0		3.0			\$140.00	\$0		\$0		\$14,700	\$19.17	\$14,700.00
LAYDOWN	ST/HR	OT/HR	ST HRS	OT HRS	DAYS	RATE/HR	LABOR	MATERIALS	EQUIP.	SUB.	TRUCK	UNIT COST	TOTAL COST
OPERATOR FOREMAN	\$92.00	\$132.00	8.0	3.0	1.5	\$23.75	\$1,698		\$392			\$1.89	\$2,089.88
PAVER OPERATOR	\$90.40	\$126.60	8.0	2.5	1.5	\$274.81	\$1,560		\$4,328			\$3.44	\$5,887.81
SCREEDMAN	\$90.40	\$126.60	8.0	2.5	1.5		\$1,560		\$0			\$1.52	\$1,559.55
OPERATOR & BUGGY	\$90.40	\$126.60	8.0	2.5	1.5	\$289.43	\$1,560		\$4,559			\$3.82	\$6,118.07
STEEL ROLLER	\$90.40	\$126.60	8.0	2.5	1.5	\$101.38	\$1,560		\$1,597			\$2.21	\$3,156.29
STEEL ROLLER	\$90.40	\$126.60	8.0	2.5	1.5	\$101.38	\$1,560		\$1,597			\$2.21	\$3,156.29
RUBBER ROLLER	\$90.40	\$126.60	8.0	2.5	1.5	\$84.67	\$1,560		\$1,334			\$2.13	\$2,893.10
RAKER & SKIPPY	\$69.18	\$98.77	8.0	2.5	1.5	\$42.40	\$1,201		\$668			\$1.40	\$1,868.35
RAKER	\$69.18	\$98.77	8.0	2.5	1.5		\$1,201		\$0			\$1.17	\$1,200.55
DUMPMAN	\$69.18	\$98.77	8.0	2.5	1.5		\$1,201		\$0			\$1.17	\$1,200.55
BOOT TRUCK	\$70.16	\$105.24	8.0	2.5	1.5	\$41.80	\$1,237		\$658			\$1.97	\$1,894.92
BROOM - UN OP			4.0		1.5	\$43.11	\$0		\$259			\$0.20	\$258.66
2000 GAL WATER TRUCK - UN OP			8.0	2.0	1.5	\$36.13	\$0		\$542			\$0.37	\$541.95
TOTAL DIRECT COST							\$19,262	\$61,147	\$17,664	\$0	\$53,962		\$152,033.97
LABOR BURDEN	32.00%						\$6,164						
TOTAL COST							\$25,425	\$61,147	\$17,664	\$0	\$53,962	\$206.26	\$158,197.70



April 15, 2022

Inyo County Public Works
168 N. Edwards
Independence, CA 93526

Attn. Travis Dean

Subject: Extension of CFR – Prep Subgrade and Place Base

Dear Mr. Dean:

Reference is made to the Inyo County Public Works request for additional subgrade prep and base placement on the Cactus Flats Roadway in the same location RHB had previously supplied pricing to place asphalt pavement. This approximate 1540' of subgrade prep and base placement would start at the planned termination of the LADWP CFR realignment, and proceed to the east along the existing CFR alignment for 1540' to the top of the slope. Based upon Inyo County's email requesting a quote this work, and clarifications received April 14, 2022, RHB provides the following price for the current scope.

ITEM	QUANTITY	PRICE
PREP AND BASE 1540' CACTUS FLATS ROAD	1 LUMP SUM	\$47,209.70

- Price is inclusive of ripping and rolling subgrade, and placing, grading, and finishing aggregate base.
- Based upon RHB's field investigation, the current roadway has a significant crown due to the edges of the roadway eroding into the borrow ditch. By ripping the existing asphalt section, this would reduce the slip plane between old asphalt and new aggregate base, and minimize the variable thickness in placing base on the significant cross slopes present.
- Based upon field investigation, there is only approximately 26 feet of existing roadway. If this width was to be increased, significant grading and water control changes would have to be made to the roadside ditch. RHB's current quote is to place base 26 feet wide.
- RHB is not responsible for quality control to verify subgrade conditions
- Due to unknown subsurface conditions and final roadway usage, there is no implied warranty for the finished asphalt product.
- Price excludes traffic control, grading and clearing, surveying, permitting, bonding, prime coat, SWPPP, or other work not specified above.
- Increases or decreases in desired paving section will change pricing, please coordinate with RHB representative to revise pricing as necessary.
- Payment Terms –30 days from date of placement.

Should and further information be required, please call me at (775) 530-0276.

Sincerely,
Road and Highway Builders

Trevor Thomassen
Project Manager

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. PREVAILING WAGE.

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

13. NONDISCRIMINATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo

_____ Department
Address
City and State

Contractor:

_____ Name
Address
City and State

24. ENTIRE AGREEMENT.

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

#

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

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

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



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: April 26, 2022

FROM: Aaron Steinwand

SUBJECT: 2022-23 LADWP Annual Operations Plan

RECOMMENDED ACTION:

Request Board review and possibly provide direction concerning the County's comments on LADWP draft 2022-2023 Pumping Plan.

SUMMARY/JUSTIFICATION:

Regarding LADWP's Annual Operations Plan, the Inyo/Los Angeles Long-Term Water Agreement (LTWA) provides that:

By April 20th of each year, the Department shall prepare and submit to the Inyo County Technical Group a proposed operations plan and pumping program for the twelve (12) month period beginning on April 1st. The County through its Technical Group representatives shall review the Department's proposed plan of operations and provide comments to the Department within ten (10) days of receipt of the plan.

As of the time of the preparation of this agenda request, we have not received the proposed Annual Operations Plan from LADWP. The Water Department will distribute the proposed Annual Operations Plan to the Board, Water Commission, interested public, and post on the Water Department website when we receive it. Given the low snowpack and extreme drought conditions, it is expected that pumping and reduction to water supply for irrigation and projects in the Owens Valley will be proposed by LADWP.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

LADWP

FINANCING:

ATTACHMENTS:

APPROVALS:

Aaron Steinwand
Darcy Ellis
Aaron Steinwand
John Vallejo
Amy Shepherd

Created/Initiated - 4/14/2022
Approved - 4/14/2022
Approved - 4/15/2022
Approved - 4/15/2022
Final Approval - 4/15/2022



County of Inyo

County Administrator

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: April 26, 2022

FROM: Miquela Beall

SUBJECT: Update on the Eastern Sierra Small Business Resource Center Project

RECOMMENDED ACTION:

Request Board receive an update on the Eastern Sierra Small Business Resource Center and provide any follow-up direction to staff as necessary.

SUMMARY/JUSTIFICATION:

Provide the Board with an update on the Eastern Sierra Small Business Resource Center. The project has moved from the planning phase to the implementation phase; staff feels it is important to update the Board on the implementation progress so far. This update will include the status of the remodel of the physical space, the restructure of the working group, updates on upcoming events being planned by the BRC, and any updates on potential funding sources.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

APPROVALS:

Miquela Beall
Darcy Ellis
Leslie Chapman
John Vallejo

Created/Initiated - 4/12/2022
Approved - 4/12/2022
Approved - 4/21/2022
Final Approval - 4/21/2022



County of Inyo



Probation

DEPARTMENTAL -

MEETING: April 26, 2022

FROM: Jeffrey Thomson

SUBJECT: Deputy Chief Probation Officer Contract

RECOMMENDED ACTION:

Request Board: A) approve the modified job description for Deputy Chief Probation Officer; B) approve the contract between the County of Inyo and Julie Weier for provision of professional services as Deputy Chief Probation Officer at a monthly salary of \$9,248, effective April 28, 2022, with benefits provided pursuant to Resolution 2022-12; and C) authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The current job description for the Deputy Chief Probation Officer was developed in 2009. A new job description has been created to better reflect the duties, responsibilities, and expectations that is required of the Deputy Chief Probation Officer.

DPO Weier has gained a wealth of experience in her 18 years as a Deputy Probation Officer of the Inyo County Probation Department. She has moved through the ranks from DPOI to DPOIII and was recently promoted to the newly developed Probation Manager position. She has taken on every assignment within the Department including case management, field supervision, drug task force assigned officer, training officer, supervisor, collaborative courts (both Drug Court and Reentry Court) and has learned the juvenile laws and operations during her time as a DPOIII and Probation Manager. DPO Weier is more than capable of taking on the assignment of Deputy Chief and becoming second in command of the day-to-day operations of the probation department.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract. However, this is not recommended.

OTHER AGENCY INVOLVEMENT:

County Counsel
Personnel

FINANCING:

Funding for this position is included in the Fiscal Year 2021-2022 Board Approved Probation General Budget. Budget #023000, in the salaries and benefits object codes.

ATTACHMENTS:

1. Deputy Chief Probation Officer Updated Job Description
2. Julie Weier Agreement
3. Resolution No. 2022-12 (signed)

APPROVALS:

Jeffrey Thomson	Created/Initiated - 4/14/2022
Darcy Ellis	Approved - 4/14/2022
Jeffrey Thomson	Approved - 4/18/2022
John Vallejo	Approved - 4/18/2022
Amy Shepherd	Approved - 4/19/2022
Keri Oney	Approved - 4/19/2022
Krystal Leonard	Approved - 4/19/2022
Jeffrey Thomson	Final Approval - 4/21/2022

INYO COUNTY
PERSONNEL SERVICES
P. O. BOX 249
INDEPENDENCE, CA 93526



(760) 878-0377
FAX (760) 878-0465

AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES A **CLOSED DEPARTMENTAL RECRUITMENT FOR:**

DEPUTY CHIEF PROBATION OFFICER

DEPARTMENT: Probation
LOCATION: Countywide
SALARY: Range 88 \$7611 - \$9248**

****BENEFITS**

CalPERS Retirement System (2% at 55) – employee contribution of 7% paid by Inyo County (EPMC reported as salary). Two medical plans available with 100% of employee and dependent monthly premium paid on one plan; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION

To assist in planning, coordinating, and directing the programs and activities of the Probation Department, including adult and juvenile probation services; to supervise and evaluate the work of subordinate staff; to participate in all aspects of probation casework and fieldwork duties; and to perform related duties and responsibilities as required. This position is an integral member of the Probation Department's management team.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Chief Probation Officer.

Exercises direction over professional, technical, and clerical staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Assists in the overall coordination, administration and supervision of field and office functions of the Probation Department.

May assist in the development and implementation of departmental policies and procedures, goals, and objectives.

Trains, supervises, and evaluates the performance of professional, technical, and clerical personnel as assigned; provides advice and assistance as needed; recommends and implements disciplinary processes as necessary.

Reviews and evaluates reports of subordinates for accuracy, completeness and compliance with applicable policies and procedures; determines and monitors follow-up actions required.

May assist in the preparation and management of the department budget.

Assesses, investigates, reports, and presents cases concerning adult and juvenile offenders; performs physical searches of offenders and their residences; testifies and presents departmental recommendations for sentencing in court; assesses client needs and develops case plans to ensure compliance with court orders; monitors probationers' performance; investigates, interrogates, and arrests probation violators as required.

Assists subordinates in making difficult decisions in complex, sensitive or controversial case situations.

May oversee the daily operations of Juvenile Hall, ensuring compliance with applicable laws, regulations, policies, procedures, and standards of safety.

Responds to and resolves inquiries, requests for assistance and complaints in areas of responsibility.

Assists in coordinating department activities and programs with those of other law enforcement agencies, County departments and divisions, and other agencies as appropriate.

May represent the Chief Probation Officer and the department at meetings and other functions as necessary.

Reviews and keeps informed of current major court decisions and legislation that relate to probation programming and community safety.

May prepare or assist in the preparation of grant requests, surveys, statistical and other reports.

Performs general administrative / office work as required, including preparing reports and correspondence, attending meetings, copying, and filing documents, entering and retrieving computer data, reviewing mail and literature, ordering supplies and equipment, etc.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state, and local laws, regulations, codes, and ordinances.

County and departmental policies and procedures.

Principles and practices of adult and juvenile probation work.

Principles of applied psychology and human behavior and their relationship to the causes, extent and control of crime and delinquency.

Casework, case planning and management, including intervention and modification strategies.

Interviewing methods.

Types and services of public and private assistance / support agencies available to probationers.

Principles and practices of law enforcement.

Judicial / court processes and procedures.

Principles of supervision, training, and performance evaluation.

Budget preparation and administration practices.

Report and business letter preparation techniques.

Modern office practices and technology, including the use of computers for word processing and records management.

English usage, spelling, grammar, and punctuation.

Safe work practices.

Use of firearms.

Public / community relations techniques.

Ability to:

Interpret, analyze, and apply pertinent federal, state, and local laws, rules, regulations, codes and ordinances, and County / department policies and procedures.

Train, supervise and evaluate the work of subordinate staff.

Understand and follow complex written and oral instructions.

Exercise sound, independent judgment with minimal supervision.

Exercise skilled judgment in the assessment and treatment of probationers.

Analyze problems, identify alternative solutions, determine consequences of proposed actions, and implement recommendations in support of goals.

React quickly and calmly in emergency situations.

Prepare clear and concise reports; maintain detailed records.

Perform mathematical computations with accuracy.

Make effective public presentations.

Gain cooperation through discussion and persuasion.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Meet the physical requirements necessary to perform assigned duties safely and effectively.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment; worker drives on surface streets or isolated dirt road areas and may be exposed to traffic hazards, adverse weather conditions, extreme heat or cold, wetness, air contaminants, fumes/dust, laboratory solvents and chemicals, skin irritants, violence, above average noise.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at a desk and intermittently walk, stand, stoop, kneel, crouch, climb, run, balance and reach while performing office and field duties; operate a motor vehicle; lift and/or move weights of up to 25 pounds frequently and over 40 pounds occasionally; use hands to finger, handle or feel

objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office and police-issue equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Requires the strength and stamina to perform law enforcement duties, including handling firearms and making arrests.

MINIMUM QUALIFICATIONS

Experience:

Five years of increasingly responsible experience as a probation, parole, or corrections officer, including at least two years in a lead supervisory or management capacity; or three years at or above the Deputy Probation Officer III level in Inyo County.

Education:

High school or GED equivalency is required. Graduation from an accredited college or university with a bachelor's degree in sociology, criminology, corrections, social services, psychology, or closely related field.

**Relevant work experience with the Inyo County Probation Department may be substituted on a year for year basis for the education.

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, the Personnel Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Possession of certificate of completion of Probation Officer Core as required by Standards in Training for Corrections (S.T.C.) certification as a Deputy Probation Officer.

Completion of, or the ability to complete within one year of employment, the Probation Manager's Core Training course as required by Standards in Training for Corrections (S.T.C.).

Ability to pass a background investigation and psychological evaluation prior to appointment. PC 832 Arrest, Search, and Seizure training.

Firearms Training required if armed.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

**AGREEMENT BETWEEN COUNTY OF INYO
JULIE WEIER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY CHIEF PROBATION OFFICER**

INTRODUCTION

WHEREAS, JULIE WEIER (hereinafter referred to as "Deputy Chief Probation Officer") has been duly appointed as Deputy Chief Probation Officer for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Deputy Chief Probation Officer 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 Deputy Chief Probation Officer under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

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

3. TERM.

The term of this Agreement shall be from April 28, 2022, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy Chief Probation Officer in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Deputy Chief Probation Officer.

B. Travel and Per Diem. County shall reimburse Deputy Chief Probation Officer for the travel expenses and per diem which Deputy Chief Probation Officer incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Deputy Chief Probation Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Deputy Chief Probation Officer without the proper approval of the County.

County of Inyo Standard Contract - No. 208
Deputy Chief Probation Officer

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy Chief Probation Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment. Deputy Chief Probation Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy Chief Probation Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Deputy Chief Probation Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy Chief Probation Officer that the performance of these services and work will require a varied schedule. Deputy Chief Probation Officer, in arranging the work schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy Chief Probation Officer to provide the services and work described in Attachment A must be procured by Deputy Chief Probation Officer and be valid at the time Deputy Chief Probation Officer enters into this Agreement. Further, during the term of this Agreement, Deputy Chief Probation Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. The County will pay the cost of the licenses, certificates, and permits necessary for Program to perform duties as Deputy Chief Probation Officer. All other licenses, certificates, and permits will be procured and maintained in force by Deputy Chief Probation Officer at no expense to the County. Deputy Chief Probation Officer will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Deputy Chief Probation Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy Chief Probation Officer with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy Chief Probation Officer to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy Chief Probation Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy Chief Probation Officer will use reasonable care to protect, safeguard and maintain such items while they are in Deputy Chief Probation Officer's possession.

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

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy Chief Probation Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy Chief Probation Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Deputy Chief Probation Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy Chief Probation Officer harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy Chief Probation Officer's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Chief Probation Officer One Hundred and Eighty (180) days written notice of such intent to terminate. Deputy Chief Probation Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

This is an agreement for the personal services of Deputy Chief Probation Officer. County has relied upon the skills, knowledge, experience, and training of Deputy Chief Probation Officer as an inducement to enter into this Agreement. Deputy Chief Probation Officer shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Deputy Chief Probation Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

14. CONFIDENTIALITY.

Deputy Chief Probation Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy Chief Probation Officer only as allowed by law.

15. CONFLICTS.

Deputy Chief Probation Officer agrees that Deputy Chief Probation Officer has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Deputy Chief Probation Officer agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Deputy Chief Probation Officer or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail to the respective parties as follows:

County of Inyo	
<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

Deputy Chief Probation Officer:
JULIE WEIER Name
P.O. Box 1806 Address
Bishop, CA 93514 City and State

19. 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 JULIE WEIER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY CHIEF PROBATION OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
26th DAY OF April, 2022.

COUNTY OF INYO

DEPUTY CHIEF PROBATION OFFICER

By: _____

By: Julie Weier
Print or Type Name

Dated: _____


Signature

Dated: 4-15-22

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND JULIE WEIER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY CHIEF PROBATION OFFICER**

TERM:

FROM: April 28, 2022 TO: TERMINATION

SCOPE OF WORK:

Deputy Chief Probation Officer shall perform the duties and responsibilities as identified in the job description for Deputy Chief Probation Officer attached hereto.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JULIE WEIER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY CHIEF PROBATION OFFICER**

TERM:

FROM: April 28, 2022 TO: TERMINATION

SCHEDULE OF FEES:

1. Deputy Chief Probation Officer shall be paid at Range 88 Step E (\$9,248 monthly). Deputy Chief Probation Officer shall be paid every two weeks on County payday.
2. The Chief Probation Officer will review Deputy Chief Probation Officer's performance annually. As a result of such review, the Chief Probation Officer may authorize an increase or decrease in Deputy Chief Probation Officer's salary to a higher step in the range for Deputy Chief Probation Officer's position.
3. To the extent not inconsistent with any other provision of this contract, the terms and conditions of Deputy Chief Probation Officer's employment shall also be covered by the County's Personnel Rules and Regulations and by the Management Resolution 2022-12 or a successor resolution applicable to Management Employees. (Note: among other things, Articles XII and XIII of the Personnel Rules and Regulations, dealing with Disciplinary Procedures/Appeals and Grievances, will not apply to Deputy Chief Probation Officer's employment.)
4. Deputy Chief Probation Officer is entitled to Eighty (80) hours paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. The County will provide a vehicle for the Deputy Chief Probation Officer that will be housed at a County yard.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND JULIE WEIER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY CHIEF PROBATION OFFICER

TERM:

FROM: April 28, 2022 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

\\\\\\ NOTHING FOLLOWS\\\\\\

RESOLUTION NO. 2022-12

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Management are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for management employees, excluding, appointed officials and Board of Supervisors;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed as Management and shall be subject to the salary and/or terms and conditions of employment set forth below:

AIRPORT DIRECTOR
ASSESSOR SENIOR
CAO ASSISTANT
CAO DEPUTY
COUNTY COUNSEL ASST
COUNTY COUNSEL DEPUTY
COUNTY COUNSEL CHIEF DEPUTY
DISTRICT ATTORNEY DEPUTY SENIOR
ENVIRONMENTAL HEALTH DEPUTY DIRECTOR
HHS DEPUTY DIRECTOR AGING AND SS
HHS DEPUTY DIRECTOR BEHAVIORAL HEALTH
HHS DEPUTY DIRECTOR PUBLIC HEALTH
HHS ASSISTANT DIRECTOR
INFORMATION SERVICES DIRECTOR
MANAGEMENT ANALYST SENIOR
PERSONNEL DEPUTY DIRECTOR
PLANNING DEPUTY DIRECTOR
PROBATION DEPUTY CHIEF ADULT/JUVENILE
PUBLIC WORKS DEPUTY DIRECTOR
SENIOR BUDGET ANALYST
WATER DEPUTY DIRECTOR

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the “County”) has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Management employees not represented by any employee bargaining unit. This Resolution applies to those positions listed below:

AIRPORT DIRECTOR
ASSESSOR SENIOR
CAO ASSISTANT
CAO DEPUTY
COUNTY COUNSEL ASST
COUNTY COUNSEL DEPUTY
COUNTY COUNSEL DEPUTY CHIEF
DISTRICT ATTORNEY DEPUTY SENIOR
ENVIRONMENTAL HEALTH DEPUTY DIRECTOR
HHS DEPUTY DIRECTOR AGING AND SS
HHS DEPUTY DIRECTOR BEHAVIORAL HEALTH
HHS DEPUTY DIRECTOR PUBLIC HEALTH
HHS ASSISTANT DIRECTOR
INFORMATION SERVICES DIRECTOR
MANAGEMENT ANALYST SENIOR
PERSONNEL DEPUTY DIRECTOR
PLANNING DEPUTY DIRECTOR
PROBATION DEPUTY CHIEF ADULT/JUVENILE
PUBLIC WORKS DEPUTY DIRECTOR
SENIOR BUDGET ANALYST
WATER DEPUTY DIRECTOR

Persons in these positions are hereinafter referred to as “Management Employees..

ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS

This Resolution supersedes all prior Resolutions with regards to the Management Employees covered by this Resolution to the extent they are inconsistent herewith.

ARTICLE 3. NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. Management Employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

Section 3. Whenever the masculine gender is used in this Resolution, it shall be understood to include the feminine gender.

ARTICLE 4. WORKDAY AND WORKWEEK

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday.)

- a. The Obligation of Management Employee is to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied schedule. Officials in arranging their work schedule will coordinate and make arrangement to fulfill the requirements of the services and work, which are necessary.
- b. Management Employee's on either a seven or eight hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- c. Management Employee's on a four day, ten hour per day work schedule will generally work four consecutive days with three consecutive days off.
- d. Any transfer of a Management Employee to another position shall be at 8 hours per day.
- e. The County Administrative Officer may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME

Management Employees are FLSA Exempt employees.

ARTICLE 6. STANDBY COMPENSATION

Employees requested by the department head to serve in an after-hours response capacity will receive \$7500, for performing standby duties on each regularly scheduled day and \$120.00, for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.

ARTICLE 7. SALARIES

a. Salaries

Management employees shall be paid a monthly salary as set forth in the schedule below and in Attachment D.

All salaries shall be adjusted annually on the first pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March to March change of the BLS (Bureau of Labor Statistics) Riverside -San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

b. Longevity Pay: The County shall provide Management employees the following longevity increases after ten (10) years of consecutive service:

- 10 years - 2%
- 15 years – 2%
- 20 years – 2%
- 25 years – 2%

These increases will be based on start date. If the Management employees start on the first through fifteenth of the month, the increase will begin the first of that month. If Management employees starts on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

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d. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

ARTICLE 8.

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ARTICLE 9. INSURANCE BENEFITS

a. The County shall continue to provide Management Employees with the medical benefit plan administered by the Public Employees Retirement System (PERS).

County agrees to pay 80% of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.

- b. The County shall reimburse Management Employees' 50% of the annual medical deductible after the full deductible per person has been paid.
- c. The County shall provide Management Employees', through Delta Dental, orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- d. County agrees to pay 100% of the premium for optical insurance.
- e. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan.
 - Eligible for employee only coverage = \$ 92.31 per pay period
 - Eligible for employee plus one coverage = \$ 184.62 per pay period
 - Eligible for family coverage = \$ 276.93 per pay period

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

County will pay the monthly administration fee for each Management Employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the applicable premium on behalf of the employee, as set forth in the County's Short-Term Disability Insurance Plan (as the same may be amended from time to time)." Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer. The benefit will be as set forth in the Short Term Disability Program.

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for Management Employees.

ARTICLE 13.

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ARTICLE 14.

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ARTICLE 15.

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ARTICLE 16. SICK LEAVE

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.

- b. Any Management employee who retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement. Management employees can donate directly to an employees. Management employee can only donate 80 hourly per calendar year.

ARTICLE 17. VACATION LEAVE

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangement, which approval will not be unreasonably denied.

- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

ARTICLE 18. FLEXIBLE LEAVE

The County shall grant 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

July 1-October 31.....	Five (5) days
November 1 - February 28	Three (3) days
March 1 - June 30.....	One (1) day.

ARTICLE 19. HOLIDAYS

a. Recognized Holidays. County holidays are as follows:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King Day)
- Third Monday in February (Presidents Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veteran's Day)
- Thanksgiving Day
- Friday immediately following Thanksgiving Day
- December 24 or December 31
- December 25 (Christmas Day)

b. Management employees who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

ARTICLE 20. RETIREMENT PROVISIONS

a. County shall provide Management employee with the 2% 55 full formula PERS retirement for miscellaneous members.

b. County shall pay the Management employees contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.

c. Management employees shall pay their own contribution for both Social Security and Medicare through payroll deductions

d. PERS benefit to miscellaneous employees shall consist of:

1. Final compensation to be based on highest one year's salary;
2. Include post-retirement survivor allowance;
3. Allow 260 days of accrued sick leave to be added to service credit;
4. Employer Paid Member Contribution (EPMC)
5. All other provisions as amended in the County PERS contract.

New PERS members hired after January 2013 will fall under PEPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

- f. Any change in retirement benefits negotiated by ICEA, Management Employees will be applied to management employees by future amendments to this resolution.

ARTICLE 21. PERSONNEL RULES/RESOLUTION

The Personnel Rules and Regulations are hereby incorporated. In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail.

ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 23. TRAVEL PAY

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

ARTICLE 24.

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ARTICLE 25. OUT OF CLASSIFICATION PAY

Any employee assigned work in a higher classification will have his/her salary increased by a minimum of 5% or be increased to the higher classification for the time worked, whichever is greater, after five (5) working days, effective the first day worked.

ARTICLE 26.

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ARTICLE 27.

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ARTICLE 28. UNIFORMS

The County shall provide all employees covered by this Resolution who are required to wear a uniform, the necessary uniforms and will provide for the laundering for such uniforms. Laundering services will be provided directly through the County. Employees who elect to launder the uniforms through other means will do so at their own expense. The above is provided in lieu of a uniform allowance. The County shall provide the employees a list of the required uniforms.

ARTICLE 29. SAFETY SHOES

County shall reimburse each employee covered by this Resolution who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

ARTICLE 30. PERFORMANCE EVALUATIONS

County will use the performance evaluation agreed to in the ICEA MOU.

ARTICLE 31. DRUG-FREE WORKPLACE/DOT DRUG TESTING POLICY

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

The County of Inyo will enforce the Alcohol and Drug Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

ARTICLE 32. MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 806.

ARTICLE 33. TUITION REIMBURSEMENT

Employees will be eligible for the Tuition Reimbursement Program approved by the County.

ARTICLE 34. SMOKING

There shall be no smoking or chewing of tobacco in any County facility or County vehicle. Smoking on County property shall only be allowed in designated smoking areas.

ARTICLE 35. MISTAKEN OVERPAYMENTS

Should any Management employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment. However, not more than 10% of any such employees' net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, Management employees will have the option of 10%-25% deducted from any one paycheck.

ARTICLE 36. LETTER OF REPRIMAND

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ARTICLE 37.

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ARTICLE 38.

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ARTICLE 39.

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ARTICLE 40. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the Chief Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the affected Management employee may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

ARTICLE 41. SEPARABILITY

If any portion of this Resolution 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 or state statute or regulation, or any county ordinance, the remaining provisions of this Resolution, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of the Resolution are severable.

ARTICLE 42.

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ARTICLE 43

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ARTICLE 44.

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PASSED AND ADOPTED this 15th day of March, 2022 by the following vote of the Inyo County Board of Supervisors:

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

NOES:

ABSTAIN:

ABSENT:



Dan Totheroh , Chairperson, Inyo County Board of Supervisors

Attest: Leslie Chapman
Clerk of the Board

BY: 
Darcy Ellis, Assistant

**ATTACHMENT D
MANAGEMENT EMPLOYEES
EFFECTIVE JULY 8, 2021
4% COLA**

Range	Step A	Step B	Step C	Step D	Step E
039	2,409	2,526	2,656	2,789	2,926
040	2,461	2,582	2,712	2,852	2,994
041	2,524	2,643	2,777	2,916	3,061
042	2,577	2,700	2,841	2,987	3,131
043	2,636	2,764	2,907	3,048	3,205
044	2,699	2,832	2,978	3,127	3,285
045	2,757	2,900	3,041	3,200	3,359
046	2,816	2,970	3,108	3,272	3,439
047	2,891	3,036	3,190	3,343	3,517
048	2,965	3,099	3,257	3,429	3,592
049	3,025	3,176	3,335	3,503	3,677
050	3,094	3,253	3,413	3,580	3,764
051	3,169	3,330	3,491	3,666	3,843
052	3,243	3,400	3,576	3,750	3,940
053	3,322	3,487	3,656	3,832	4,038
054	3,392	3,570	3,740	3,925	4,127
055	3,477	3,643	3,828	4,023	4,228
056	3,562	3,732	3,917	4,114	4,321
057	3,639	3,824	4,013	4,212	4,421
058	3,726	3,911	4,103	4,312	4,533
059	3,816	4,003	4,207	4,416	4,636
060	3,908	4,099	4,305	4,524	4,747
061	3,997	4,195	4,409	4,633	4,855
062	4,093	4,300	4,517	4,733	4,977
063	4,184	4,396	4,622	4,850	5,091
064	4,289	4,500	4,721	4,970	5,211
065	4,385	4,610	4,841	5,085	5,334
066	4,489	4,716	4,959	5,202	5,464
067	4,602	4,832	5,074	5,332	5,586
068	4,714	4,951	5,197	5,451	5,728
069	4,827	5,068	5,321	5,583	5,858
070	4,943	5,194	5,450	5,726	6,012
071	5,058	5,311	5,579	5,854	6,150
072	5,180	5,444	5,710	5,990	6,292
073	5,302	5,570	5,851	6,142	6,449
074	5,432	5,703	5,986	6,289	6,604
075	5,563	5,844	6,126	6,437	6,761
076	5,695	5,979	6,284	6,597	6,925
077	5,830	6,118	6,430	6,753	7,088
078	5,971	6,263	6,581	6,910	7,255
079	6,110	6,419	6,737	7,073	7,431
080	6,259	6,576	6,908	7,250	7,613
081	6,407	6,736	7,069	7,426	7,792
082	6,575	6,895	7,245	7,607	7,984
083	6,736	7,069	7,426	7,785	8,184
084	6,902	7,245	7,607	7,984	8,389
085	7,071	7,426	7,785	8,184	8,597
086	7,246	7,607	7,984	8,389	8,807
087	7,427	7,785	8,184	8,597	9,020
088	7,611	7,984	8,389	8,807	9,248
089	7,802	8,184	8,597	9,020	9,476
090	7,993	8,389	8,807	9,248	9,718
091	8,190	8,597	9,020	9,476	9,953
092	8,394	8,807	9,248	9,718	10,204
093	8,605	9,020	9,476	9,953	10,452
094	8,810	9,248	9,718	10,204	10,714
095	9,027	9,476	9,953	10,452	10,986
096	9,256	9,718	10,204	10,714	11,255
097	9,483	9,953	10,452	10,986	11,529
098	9,722	10,204	10,714	11,255	11,820
099	9,957	10,452	10,986	11,529	12,110



County of Inyo



District Attorney

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Tom Hardy

SUBJECT: Presentation from the District Attorney's Office regarding the Inyo County District Attorney Military Equipment Policy

RECOMMENDED ACTION:

Request Board: A) receive presentation from the District Attorney's Office regarding the Inyo County District Attorney Military Equipment Policy proposed pursuant to Assembly Bill 481; B) direct staff to post the proposed policy for 30 days on the DA's website and to then agendaize for adoption by ordinance following the 30-day posting period; and C) provide any other desired direction to staff.

SUMMARY/JUSTIFICATION:

AB 481 from the 2021 Legislative session requires certain law enforcement agencies which acquire or use certain "military equipment" to obtain approval from their applicable governing body. District Attorneys are included in the list of agencies and offices required to comply with AB 481. AB 481 provides specific definitions of items considered "military equipment". While the District Attorney is a Constitutionally independent officer, the Board of Supervisors maintains budgetary authority over expenditures of the District Attorney, and the District Attorney believes that this Board, pursuant to the terms of AB 481, must review and approve (by ordinance) the District Attorney's "military equipment" policy. At this time, the only "military equipment" owned by the District Attorney's office are three patrol rifles and related ammunition. These rifles are assigned to DA Investigators for use in potential high risk law enforcement operations. The District Attorney does not plan to acquire any new or additional "military equipment"

In seeking the approval of the governing body, a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue. Following the requisite 30-day posting, the Board must consider approval of an ordinance adopting that policy at a noticed public meeting. Accordingly, the Inyo County District Attorney's Office has drafted its policy for presentation to the Board today.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Delaying the process will affect the County's ability to use the necessary equipment.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

No fiscal impact.

ATTACHMENTS:

1. District Attorney Policy Regarding Military Equipment

APPROVALS:

Maureen McVicker	Created/Initiated - 4/6/2022
Darcy Ellis	Approved - 4/7/2022
Maureen McVicker	Approved - 4/7/2022
Sue Dishion	Approved - 4/8/2022
John Vallejo	Approved - 4/12/2022
Amy Shepherd	Approved - 4/12/2022
Tom Hardy	Final Approval - 4/12/2022

Exhibit A

Inyo County District Attorney Policy Regarding Military Equipment

(Adopted by District Attorney 4/4/2022)

I. PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

II. DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department. While the District Attorney is a Constitutionally independent Officer of the County of Inyo, the Governing Body for purposes of this policy is the Inyo County Board of Supervisors, as it is the governing body with budgetary approval authority.

Military equipment categories– Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code §30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.

Exhibit A

- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

III. POLICY

It is the policy of the Inyo County District Attorney that the Investigations Division and all other Departmental employees comply with the provisions of Government Code § 7071 with respect to military equipment.

IV. MILITARY EQUIPMENT COORDINATOR

The District Attorney shall designate a District Attorney Investigator to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- b) Identifying department equipment that qualifies as military equipment in the current possession of the District Attorney, or the equipment the District Attorney intends to acquire that requires approval by the governing body.
- c) Conducting an inventory of all military equipment at least annually.
- d) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - a. Publicizing the details of the meeting.
 - b. Preparing for public questions regarding the District Attorney's funding, acquisition, and use of equipment.
- e) Preparing the annual military equipment report for submission to the District Attorney and ensuring that the report is made available on the department website (Government Code § 7072).
- f) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

Exhibit A

V. MILITARY EQUIPMENT INVENTORY (April, 2022)

The following constitutes a list of qualifying equipment for the District Attorney:

1. Bushmaster AR 15 Semi-Automatic Rifle .223 CAL
2. Colt AR 15 Semi-Automatic Rifle .223 CAL
3. Colt M4 Select Fire/Semi-Automatic Rifle .223 CAL
4. Approximately 2,148 rounds of .223 CAL ammunition

Each item listed has an indefinite expected lifespan, except for the ammunition will has an indefinite lifespan until discharged from a firearm.

These items are commonly issued law enforcement patrol rifles and are issued to or assigned to District Attorney Investigators (all of whom are sworn Peace Officers) for use in high-risk law enforcement situations.

VI. APPROVAL

The District Attorney or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the District Attorney or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- a) Requesting military equipment made available pursuant to 10 USC § 2576(a).
- b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- g) Acquiring military equipment through any means not provided above.

Exhibit A

VII. ANNUAL REPORT

Upon approval of this military equipment policy, the District Attorney or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The District Attorney or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

VIII. COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the District Attorney shall hold at least one well-publicized and conveniently located community engagement meeting, at which the District Attorney should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

-----Nothing Follows 04/04/2022-----



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Jared Sparks

SUBJECT: Presentation from the Sheriff regarding the Inyo County Sheriff's Military Equipment Policy

RECOMMENDED ACTION:

Request Board: A) receive presentation from the Sheriff regarding the Inyo County Sheriff's Military Equipment Policy proposed pursuant to Assembly Bill 481; B) direct staff to post the proposed policy for 30 days on the County's website and to then agendize for adoption by ordinance following the 30-day posting period; and C) provide any other desired direction to staff.

SUMMARY/JUSTIFICATION:

On September 30, 2021, Governor Newsom signed into law seven major peace officer reform bills, including Assembly Bill 481. AB 481 (commencing with section 7070 of the Government Code) addresses the funding, acquisition, and use of items deemed to be considered "military equipment."

Pursuant to Gov't Code section 7071, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, must commence a governing body approval process no later than May 1, 2022. If the governing body does not approve the continuing use of military equipment by adopting a military equipment use policy (by ordinance) within 180 days of submission of the proposed military equipment policy to the governing body, the law enforcement agency shall cease its use of the military equipment until it receives that approval.

Under the new law (see Government Code section 7070) the following is defined as military equipment:

Category 1: Unmanned, remotely piloted, powered aerial or ground vehicles

Category 2: Mine-resistant ambush-protected vehicles or armored personnel carriers

Category 3: High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached

Category 4: Tracked armored vehicles that provide ballistic protection to their occupants

Category 5: Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units

Category 6: Weaponized aircraft, vessels, or vehicles of any kind

Category 7: Battering rams, slugs, and breaching apparatuses that are explosive in nature

Category 8: Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition

Category 9: Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code §30515, with the exception of standard-

issue handguns

Category 10: Any firearm or firearm accessory that is designed to launch explosive projectiles

Category 11: Noise-flash diversionary devices and explosive breaching tools

Category 12: Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray

Category 13: TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices

Category 14: Kinetic energy weapons and munitions

Category 15: Any other equipment as determined by a governing body or a state agency to require additional oversight

The Inyo County Sheriff's Office is currently in possession of items in Categories 1, 5, 7, 9, 11, 12, and 14.

In seeking the approval of the governing body, a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue. Following the requisite 30-day posting, the Board must consider approval of an ordinance adopting that policy at a noticed public meeting.

Accordingly, the Inyo County Sheriff's Office has drafted a "Military Equipment" policy (ICSO Policy 704) and an inventory list of defined items in current possession for presentation to the Board today.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not take any action, but would be failing to act in accordance of the newly enacted state law.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

N/A

ATTACHMENTS:

1. Inyo County Sheriff Policy Regarding Military Equipment
2. Military Equipment Policy ICSO AB481 Inventory

APPROVALS:

Jared Sparks	Created/Initiated - 4/18/2022
Darcy Ellis	Approved - 4/18/2022
Jared Sparks	Approved - 4/18/2022
Keri Oney	Approved - 4/18/2022
John Vallejo	Approved - 4/19/2022
Amy Shepherd	Approved - 4/19/2022
Eric Pritchard	Final Approval - 4/20/2022

Military Equipment

704.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

704.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the [Department/Office].

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Inyo County Sheriff Department

Policy

Military Equipment

704.2 POLICY

It is the policy of the Inyo County Sheriff Department that members of this [department/office] comply with the provisions of Government Code § 7071 with respect to military equipment.

704.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this [department/office] to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying [department/office] equipment that qualifies as military equipment in the current possession of the [Department/Office], or the equipment the [Department/Office] intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Inyo County Sheriff Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the [department/office]'s funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the [department/office] website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the [Department/Office] will respond in a timely manner.

704.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the [Department/Office]:

[Insert attachment here]

704.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the [department/office] website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

Inyo County Sheriff Department

Policy

Military Equipment

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this [department/office].
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

704.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

704.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the [department/office] website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in [department/office] inventory.

704.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the [Department/Office] shall hold at least one well-publicized and conveniently located community engagement meeting, at which the [Department/Office] should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Description	Manufater	Date	Quantity	Cost	Lifespan	Purpose, Training, & Authorized Use
40 mm						
Direct Impact OC	Safariland LLC	Sep-21	44	\$32.00 EA	Single use. Lifespan: 5 years.	Use: Barricaded suspect (s), hostage rescue, and crowd control. This limits the danger / exposure to
Direct Impact Extended Range OC	Safariland LLC	Sep-21	14	\$33.50 EA	Single use. Lifespan: 5 years.	Civilians, Deputies and the Suspect (s). Devices used have been proven to increase the success of peaceful
Penetrating Ferret OC	Safariland LLC	Sep-21	46	\$30.35 EA	Single use. Lifespan: 5 years.	outcomes. All listed CN/CS/ OC gas has the same general purpose with different delivery and concentrations
Direct Impact CS	Safariland LLC	Sep-21	51	\$31.80 EA	Single use. Lifespan: 5 years.	depending on the situation.
Direct Impact Extended Range CS	Safariland LLC	Sep-21	12	\$33.50 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Direct Impact Extended Range Marking	Safariland LLC	Jan-17	6	\$33.50 EA	Single use. Lifespan: 5 years.	Training: POST Diversionary Devices course. Additional training through SED/SWAT Trainings.
32. cal Stinger Rubber ball	Safariland LLC	Jan-17	10	\$28.40 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
White Smoke	Safariland LLC	Jan-17	18	\$34.20 EA	Single use. Lifespan: 5 years.	Lifespan: 5 years.
Red Smoke	Safariland LLC	Jan-17	15	\$41.30 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Green Smoke	Safariland LLC	Jan-17	13	\$41.30 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Ferret CS Powder	Def Tech	Jan-17	10	\$26.90 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Ferret OC	Def Tech	Jan-17	26	\$19.35 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Ferret CS	Def Tech	Jan-17	3	\$20.60 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Direct Impact Marking	Safariland LLC	Jan-17	2	\$31.80 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Ferret Practice	Def Tech	Jan-17	4	\$28.05 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
CS Delay 1.35	Def Tech	Jan-17	18	\$28.05 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Direct Impact Extended Range Sponge	Safariland LLC	Jan-17	15	\$32.35 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Sponge Round training kit	Safariland LLC	Apr-22	250	\$3.96 EA	Reusable. Lifespan: 5 years.	Authorized use: SED Team.
Direct Impact Sponge	Safariland LLC	Jan-21	26	\$30.10 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
40MM Launcher	LMT	20-Apr	5	\$812.99 EA	7-10 years depending on use.	Authorized use: SED Team.
Candles / Grenades						
OC Vaper	Safariland LLC	1/16/2021	24	\$52.65 EA	Single use. Lifespan: 5 years.	Use: Barricaded suspect (s), hostage rescue, and crowd control.
CS Candle	Safariland LLC	1/16/2021	10	\$34.70 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Pocket Tac CS	Def Tech	Jan-21	21	\$29.40 EA	Single use. Lifespan: 5 years.	Training: POST Diversionary Devices course.
OC Grenad T-16	Def Tech	1/16/2021	13	\$34.40 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
CS Canister	Def Tech	1/16/2021	4	\$34.70 EA	Single use. Lifespan: 5 years.	Lifespan: 5 years.
CS Canister	Fed Lab	1/16/2021	2	\$34.70 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Smoke Grenade	Fed Lab	1/16/2021	2	\$41.10 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Smoke Grenade	Fed Lab	1/16/2021	2	\$41.10 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
CS Grenade	Fed Lab	1/16/2021	5	\$34.70 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Flameless Tri Chamber CS Grenade	Def Tech	Jan-17	23	\$48.55 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
HC Max Smoke	Def Tech	Jan-02	7	\$44.25 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Pocket Tac Smoke	Def Tech	Jan-02	11	\$29.10 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team.
Pepperball						
Live	Pepperball	Jan-21	4,500	\$2.50 per	Single use. Lifespan: 3 years.	Use: Barricaded suspect(s), tactical operations, jail operations, and crowd control.
Inert	Pepperball	Jan-21	8,250	\$1.00 per	Single use. Lifespan: 3 years.	Lifespan: 3 years (for live & Inert).
Tippmann Launcher	Pepperball	1/21/2022	7	\$600.00 EA	5-7 years with depending on use.	Training: 8-hour Pepperball training course.
37MM						
37mm Launcher	Federal Labratori: UNKNOWN		3	\$928.75 ea	Out of date not used in primary deployments	Use: N/A - NO LONGER USED.
Ferret CS	Def Tech	Jan-07	12	\$26.90 EA	Single use. Lifespan: 5 years.	Lifespan: no longer used, to be destroyed.
Heavy Barricade CS	Def Tech	Jan-07	10	\$26.90 EA	Single use. Lifespan: 5 years.	Authorized use: N/A
Ferret OC	Def Tech	Jan-07	1	\$26.90 EA	Single use. Lifespan: 5 years.	
OC						
Sabre Red MK-3	Crossfire Tech	8/2/2021	36	\$12.00 EA	Single use. Lifespan: 5 years.	Use: Barricaded suspect(s), tactical operations, jail operations, and crowd control.
Sabre Red MK4	Crossfire Tech	8/2/2021	43	\$13.00 EA	Single use. Lifespan: 5 years.	Training: POST Basic Academy chemical agents course.
Sabre Red MK-9	Crossfire Tech	1/21/2019	10	\$31.10 EA	Single use. Lifespan: 5 years.	Lifespan: 5 years.
12GA						
Less Than Lethal Shotguns stocks	Magpul	05/19/0221	6	\$127.96 EA	Lifespan: 5 years.	Use: Patrol operations, tactical operations.
MK Ballistic Flexible Baton	Safariland LLC	Jan-20	335	\$5.85 EA	Single use. Lifespan: 5 years.	
MK Ballistic Fin Stabilized Baton	Safariland LLC	Jan-20	5	\$5.85 EA	Single use. Lifespan: 5 years.	Training: POST Basic Academy firearms, ICSO department quals. 4-hour less lethal course.
Drag Stabilized Baton	Safariland LLC	Jan-20	200	\$6.00 EA	Single use. Lifespan: 5 years.	
OC Liquid Ferret	Def Tech	Jan-20	45	\$8.70 EA	Single use. Lifespan: 5 years.	Authorized use: SED Team, Patrol Staff, Custody Staff.
CS Liquid Ferret	AAI	Jan-20	10	\$8.70 EA	Single use. Lifespan: 5 years.	
CS/CN Delivery Devices						

Large Burn Safe	Covina- Thompso	1/21/2021	1	\$800.00 EA	Lifespan varies on useage	<u>Use:</u> Tactical SED/SWAT operations.
Small Burn Safe	Covina- Thompso	1/21/2021	1	\$435.00 EA	Lifespan varies on useage	
Wall Piercing Pole	Covina- Thompso	1/21/2021	1	\$450.00 EA	Lifespan varies on useage	<u>Training:</u> SWAT Training.
Flash Bang Pole	Covina- Thompso	1/21/2021	2	\$165.00 EA	Lifespan varies on useage	<u>Authorized use:</u> SED Team
Breaching Tools						
Large Ram	Adamsons	1/21/2017	1	\$725.00 EA	10 years with proper use.	<u>Use:</u> gain access to buildings and vehicles to aprehend suspect (s) and or save victims.
Small Ram	Adamsons	1/21/2017	2	\$675.00 EA	10 years with proper use.	
Hooligan Tool	Adamsons	1/21/2017	4	\$475.00 EA	10 years with proper use.	<u>Training:</u> SWAT Training. <u>Authorized use:</u> SED Team
Night Vision						
PVS-15	Litton	20-Nov	5	*Department of Navy lease contract		<u>Use:</u> Tactical night oprations.
PVS-18	Litton	22-Feb	6	*Department of Navy lease contract		<u>Training:</u> Swat Training. <u>Authorized use:</u> SED Team
Simunitions						
AR style	Colt/Sim	Apr-10	3	\$999.10	5 years	<u>Use:</u> Provide realistic training for active shooter/active threat situations, realistic SWAT training
Glock 22 style	Glock/Sim	1/21/2021	2	\$449.00	5 years	exercises and hostage rescue.
Smith&Wesson Style	S&W/Sim	1/21/2021	2	\$300.00	5 years	
Simunition Rounds	.38/.357	1/21/2021	1,850	\$0.60 EA	Single use.	<u>Training:</u> ICSSO active shooter/active threat and SWAT training.
Simunition Rounds	9mm	1/21/2021	1,500	\$0.60 EA	Single use.	Authorized use: SED Team, Patrol Staff (under direction of course Instructor).
Assault Rifles						
AR15	Colt	Jan-07	29	\$999.10 EA	5-10 years depending on use	<u>Use:</u> Patrol operations. <u>Training:</u> POST 16-Hour Tactical Rifle Course. For Patrol Staff Use.
M4/M16	Colt	Jan-07	12	\$999.10 EA	5-10 years depending on use	<u>Use:</u> SED/SWAT operations. <u>Training:</u> POST SWAT Course, SED/SWAT Training. SED Team Only
9mm SMG		Jan-07	5	\$999.10 EA	5-10 years depending on use	<u>Use:</u> SED/SWAT operations. <u>Training:</u> POST SWAT Course, SED/SWAT Training. SED Team Only
Long Range Rifle						
Bolt Action .308	Remmington		1	\$1,500	10 years before rebuild yearly maintence to be compliant.	<u>Use:</u> Long-range tactical SED/SWAT operations. <u>Training:</u> SED/SWAT Training.
Robot						
Avator II	Robotex	6/30/2013	1	\$15,903.00	20 years	<u>Use:</u> Tactical operations for entry and negotiation purposes.
Arm Attachment	Robotex	6/14/2014	1	\$26,460	20 years	<u>Training:</u> SED/SWAT Training.
Carbonfire 10 Adapter	Robotex	6/14/2014	1	5,995.60	20 years	<u>Authorized Use:</u> SED Team.
Command Trailers						
Funrunner 22'	FC222	11/13/2000	1	\$17,316.00	5 years (per Auditor's Office)	<u>Use:</u> Tactical operations, critical incidents, natural disasters, large events etc.
Funrunner 24'	FDE242	6/3/2011	1	\$19,620.00	5 years (per Auditor's Office)	<u>Training:</u> Driver operator class/trailer oprations.
				Yearly maintenance: \$1,000.00		<u>Authorized use:</u> Sheriff's upper Administration, SED Team, Search and Rescue.
Radio Vehicle						
MIGU Radio Communications Truck	Ford F-250	2/18/2010	1	\$28558.57	5 years (depreciated)	<u>Use:</u> Tactical operations, critical incidents, natural disasters, large events etc.
Camper shell	A.R.E.	3/20/2010	1	\$2,809.20	5 years (depreciated)	<u>Training:</u> Vehicle operators course.
Mobile Communications Tower	Unk	12/6/2012	1	\$24,03.13	10 years	<u>Authorized use:</u> Licensed ICSSO staff/Support Services
Ammunition						
FMJ .223	Winchester	11/30/2021	44,000	0.43	Single use. 5 years.	<u>Use:</u> Training, proficiency, and firearms applications.
SXT .223	Winchester	11/30/2021	16,140	0.55	Single use. 5 years.	<u>Training:</u> ICSSO range training, POST Perishable skills training.
FMJ.308	Winchester	11/30/2021	920	0.82	Single use. 5 years.	<u>Authorized use:</u> All sworn and Correctional Staff, as directed by range instructors.
SXT.308	Winchester	11/30/2021	1,360	0.99	Single use. 5 years.	
FMJ 9mm	Winchester	11/30/2021	57,000	0.22	Single use. 5 years.	
SXT 9mm	Winchester	11/30/2021	35,000	0.33	Single use. 5 years.	
EOD Explosive Suit						
Bomb suit, visor, & helmet	EOD 9	6/30/2014	1	\$24,859.44	5 years	<u>Use:</u> Not currently in use, No EOD Staff
Class III rifles to be traded in for credit						
BROWNING	1918A2	8/12/1988	1	unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
AUTO-ORDNANCE CORP	28A1	2/21/1989	1	unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment

AUTO-ORDNANCE CORP	28A1	7/11/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
H&R REISING	MODEL 50	1/30/1943	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
H&R REISING	MODEL 50	1/30/1943	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
WINCHESTER	M14	6/14/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
H&R ARMS CO	M14	6/14/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
ITHACA	M3A1	1/8/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
ITHACA	M3A1	1/8/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
RPB INDUSTRIES	M10	unknown	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
SPRINGFIELD	UZI	unknown	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
FN	FAL	unknown	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
FN	FAL	unknown	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 26, 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:

Darcy Ellis	Created/Initiated - 4/21/2022
Jared Sparks	Approved - 4/21/2022
Darcy Ellis	Approved - 4/21/2022
John Vallejo	Approved - 4/21/2022
Amy Shepherd	Approved - 4/21/2022
Eric Pritchard	Final Approval - 4/21/2022

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



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Greg Waters

SUBJECT: Resolution Adopting List of Projects for Fiscal Year 2022-23 Funded by SB 1

RECOMMENDED ACTION:

Request Board:

- A) Approve proposed Resolution No. 2022-14, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Identifying Projects to be Funded by Road Maintenance and Rehabilitation Funds Pursuant to SB 1: The Road Repair and Accountability Act," and authorize the Chairperson to sign;
- B) Approve the recommended project lists attached to satisfy the documentation requirements to receive SB1, Road Repair and Accountability Act of 2017 funding from the Road Maintenance and Rehabilitation Account (RMRA); and
- C) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or his designee, to sign for the RMRA funding and all associated supporting documents.

SUMMARY/JUSTIFICATION:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, to address basic road maintenance, rehabilitation and critical safety needs on both the State highway and local streets and roads. An overview and details of the Senate Bill were outlined at the Board meeting of May 9, 2017. To recap, SB 1, or The Road Repair and Accountability Act of 2017, will increase the per gallon fuel excise taxes; increase the diesel fuel sales tax; increase vehicle registration fees; and provides inflationary adjustments to tax rates in future years. The collected revenue is to be placed in the State Road Maintenance and Rehabilitation Account (RMRA) for allocation.

State law requires counties and cities to establish eligibility for SB 1 Road Maintenance and Rehabilitation Account (RMRA) funding on an annual basis by submitting a list of proposed projects to the California Transportation Commission (CTC). Project lists do not have to be adopted within a county or city budget for FY 2018-2019 and into the future, but project lists do have to be adopted by resolution at a regular public meeting. Projects that are proposed do not need to be completed in that fiscal year, and can be amended or continued in subsequent project proposals.

Public Works is bringing a resolution and project lists for the 2022-23 SB1 funding cycle as required in the SB1, Road Repair and Accountability Act of 2017 legislation to be eligible for Road Maintenance and Rehabilitation Account (RMRA) funding.

The requested projects in this SB1 funding cycle will include a continuation of any previously approved projects,

including but not limited to:

Project #9 – Cactus Flat Road Repair

Project #10 – North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement

Project #13 – Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culverts, As Required

Project #14 – Warm Springs Road Grader Overlay

Project #15 – Death Valley Road Chip Seal

Project #16 – Trona Wildrose Road Chip Seal

Project #17 – Panamint Valley Road Paver Overlay

Project #18 – Old Spanish Trail Road Grader Overlay

Project #19 – Grandview, Mesquite, and Meadow Lane Fiber Seal Project (Originally Approved 2021, Revised for 2022)

Project #20 – Meadow Creek I & II, Lazy A Sidewalk Improvement

Project #21 – Lasky Lane Drainage Remediation

Project #22 - Micro Fiber Slurry Seal (Originally Approved 2021, Revised for 2022)

Project #23 - Guardrail Replacement and Modernization (Originally Approved 2021, Revised for 2022)

Project #24 – Trona Wildrose Reconstruction

Project #25 - Lone Pine Town Streets Asphalt Resurfacing Project

Project #26 - Lone Pine Sidewalks and ADA Improvement Project

The requested projects in this SB1 funding cycle will include newly listed projects, including but not limited to:

Project #27 - Fog Seal Multiple Roads

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the resolution and project lists; however, this is not recommended as the County would not be entitled to the SB1 funding. The addition of this funding will allow for continuing improvements to the County's road infrastructure and provide safer roads for the traveling public.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The attached Resolution is submitted for Board approval of proposed RMRA (SB-1) funded projects for the Fiscal Year 2022-2023.

ATTACHMENTS:

1. 2022-2023 Proposed Project List Resolution

APPROVALS:

Greg Waters	Created/Initiated - 4/4/2022
Darcy Ellis	Approved - 4/5/2022
Greg Waters	Approved - 4/5/2022
Breanne Nelums	Approved - 4/5/2022
John Vallejo	Approved - 4/5/2022
Amy Shepherd	Approved - 4/5/2022
Michael Errante	Final Approval - 4/5/2022

RESOLUTION NO. _____

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Inyo County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Inyo County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, Inyo County, will receive an estimated \$3,653,301 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS, this is the 6th year in which Inyo County is receiving SB 1 funding and will enable Inyo County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, Inyo County has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, Inyo County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help Inyo County maintain and rehabilitate dozens of the 530 streets/roads, and several of the 50 bridges, add active transportation infrastructure throughout the County this year and several types of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that Inyo County's streets and roads are in an "excellent/good/at-risk/poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "excellent/good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets

infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Inyo County, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2022-23 Road Maintenance and Rehabilitation Account revenues:

Project #27 – Various Roads Fog Coat Project

[See Attachment A]

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2022-23 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the County is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project #9 – Cactus Flat Road Repair

Project #10 – North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement

Project #13 – Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culverts, As Required

Project #14 – Warm Springs Road Grader Overlay

Project #15 – Death Valley Road Chip Seal

Project #16 – Trona Wildrose Road Chip Seal

Project #17 – Panamint Valley Road Paver Overlay

Project #18 – Old Spanish Trail Road Grader Overlay

Project #19 – Grandview, Mesquite, and Meadow Lane Fiber Seal (Revised, roads added)

Project #20 – Meadow Creek I & II, Lazy A Sidewalk Improvement

Project #21 – Lasky Lane Drainage Remediation

Project #22 - MicroFiber Slurry Seal (Revised, roads added)

Project #23 - Guardrail Replacement and Modernization (Revised, roads added)

Project #24 - Trona Wildrose Reconstruction

Project #25 - Lone Pine Town Streets Asphalt Resurfacing Project

Project #26 - Lone Pine Sidewalks and ADA Improvement Project

[See Attachment A]

PASSED AND ADOPTED by the Board of Supervisors of Inyo County, State of California
this _____ day of _____, 2022, by the following vote:

Attachment A - Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #27

Various Roads Fog Coat Project

TR#18-002

Description:

The Various Road Fog Coat Project involves the preparation and application of fog seal and associated striping and pavement markings of Rock Creek Road (1001), Fort Independence (3029), Shabbell Lane (3036), Whitney Portal Road West (4018A), and Nine Mile Canyon Road (5040)

Locations:

Rock Creek Road (1001), Fort Independence (3029), Shabbell Lane (3036), Whitney Portal Road West (4018A), and Nine Mile Canyon Road (5040)

Estimated useful life:

The estimated useful life of this treatment is 5 years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$750,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #9

Cactus Flat Road Repair

Description;

This project will consist of an asphalt overlay of 1500' x 20' of damaged pavement on Cactus Flat Road #5024. The Department of Water and Power, City of Los Angeles (DWP), will be doing a realignment of Cactus Flat Road, a County Road, to allow DWP to perform infrastructure upgrades. Upon completion of the realignment, the County will perform an asphalt overlay on a 1500' section of Cactus Flat East of the DWP project boundary.

Location;

Cactus Flat Road is located in Inyo County, just south of Olancho. The section that will be repaired is approximately 5 miles west of the intersection of Cactus Flat Road and US395, 5 miles south of Olancho.

Estimated useful life;

20 years

Anticipated construction date;

7/1/2021 through 6/30/2023

Costs for this project are estimated to be;

Inyo Engineers Estimate	\$80,000
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Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #10

North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement

Description;

In 2017, a storm system destroyed a County bridge located in North Round Valley Road #1003, a County Road. This bridge was on the primary access route for the community of 40 Acres, located at the North end of the paved section of North Round Valley Road, approximately one mile north of the bridge. This bridge replacement qualified for State of California OES disaster funds at 75% reimbursement of project costs, incident #2017-11; 3602 (attached). Also included in this incident is the repair and stabilization of Birchim Lane #1006, a County Road. Birchim Lane is a secondary primitive road that allows access to the effected community, and has now become the primary access to the community of 40 Acres. Birchim Lane has also qualified under the OES Disaster incident and is eligible for the 75% reimbursement of project cost from the State of California. Environmental and bridge design are currently underway for the North Round Valley Bridge, as well as design and repair of Birchim Lane. The Office of Emergency Services has approved the Engineers estimate of \$3,400,000 for the North Round Valley Bridge Replacement, as well as \$600,000 for the Birchim Lane repair and stabilization. It is anticipated that the State of California OES will fund \$3,000,000; Inyo County will provide the 25% contribution of \$1,000,000 with SB1 funds. Due to the anticipated two to three year construction schedule, it is anticipated that the County contribution will be divided over the FY2020-2021, FY2021-22, and FY2022-2023 SB1 funding cycles, at \$333,333 each cycle.

Locations;

North Round Valley Road, with the damaged bridge, and Birchim Lane, that intersects North Round Valley Road, is located in Inyo County, 15 miles North West of Bishop.

Estimated useful life;


Useful life is 50 years

Anticipated construction date;

Pre-Con Schedule 7/1/2020 through 6/30/2021 Construction Schedule 7/1/2021 through 10/31/2022

Costs for this project are estimated to be;

25% County contribution requirement; \$1,000,000, (Anticipate dividing between FY2020-21/FY2021-22/FY2022-2023 SB1 cycles)

 <p>STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES</p> <p>California Disaster Assistance Act Damage Survey Report (DSR)</p> <p>3602</p>	STATE DISASTER NUMBER: 2017-11	FEDERAL DISASTER #: N/A
	STATE APPLICANT ID NUMBER: 027-00000	FEDERAL PA ID #: NA
	STATE INCIDENT PERIOD: 03/01/17 to 07/30/17	
	TYPE OF DISASTER: <input type="checkbox"/> Governor's Proclamation or <input checked="" type="checkbox"/> Director's Concurrence <input type="checkbox"/> Earthquake or <input type="checkbox"/> Flood/Winter Storm or <input type="checkbox"/> Fire <input checked="" type="checkbox"/> Other (Please Specify Type): Snow Melt	
TYPE OF CDAASR CATEGORY: <input type="checkbox"/> Emergency Work or <input checked="" type="checkbox"/> Permanent Work C ROAD SYSTEMS AND BRIDGES		
SUPPLEMENT TO CDAASR #:		

SUBGRANTEE NAME: **Inyo County**

FACILITY/SITE ADDRESS OR DIRECTIONS (Include City, County of Site):
 North Round Valley Road-Pine Creek Bridge. Round Valley CA, Inyo County

COUNTY:
Inyo

DESCRIBE DISASTER RELATED DAMAGE TO THE FACILITY/SITE:

Excessive amounts of snow caused by the January-February 2017 Storms Disaster and a rain event in the mountains, produced extraordinary high flows in Pine Creek resulting in severe erosion to the south bank and bridge failure. Pine Creek flows scoured away approximately 50 feet of embankment and roadway south of the southern bridge abutment. Scouring beneath the footing of the southern abutment compromised the integrity of the bridge structure resulting in settling of the southern abutment and pulling the bridge deck away from the north abutment.

SCOPE OF WORK:

Work to Be Completed:
 Permanent restoration will include removing damaged bridge structure and debris from the Pine Creek channel. Constructing a new 75' by 35' Reinforced Concrete Box Girder Bridge with abutments, constructing approach slabs, roadwork and guard railing, installing and placing rip rap for slope and scour protection. Traffic has been detoured to Birchim Lane as an alternate route until the bridge can be constructed (duration of 2-4 years). Birchim Lane will require work/maintenance to safely address the increased volume of traffic for this duration. Preliminary Engineering and Construction Engineering will include bridge design, surveying, geotechnical studies, hydraulic studies, environmental and archaeological clearances, material testing, coordination with various regulatory agencies, construction management and project documentation.

Is this Facility Eligible for Federal Funds?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> INKN	Federal DSR/PW Number:	N/A
Federal Program:	<input type="checkbox"/> EMA <input type="checkbox"/> HRCS <input type="checkbox"/> HWHA <input type="checkbox"/> PSACE <input type="checkbox"/> OTHER	Federal DSR/PW \$ Amount:	N/A
Is this an Historic Structure?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> INKN	On National Register?	<input type="checkbox"/>
Significant Effect on Environment?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> INKN	50+ Years Old?	<input type="checkbox"/>
Is there Insurance for Damages?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> INKN	Is Project Cat-X or Stat-X?	<input type="checkbox"/> ES <input type="checkbox"/> NO <input checked="" type="checkbox"/> INKN
Work done by Force Account Labor?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> INKN	Insurance Recovery:\$	0
		Ins. Deductible	\$0
		Percentage of Work Completed at Inspection:	10%
Total Eligible Labor, Equipment, Materials and Contract costs from Cost Worksheet:		TOTAL COSTS:	\$2,730,670.00
OES Applicant Services Rep. Name	OES ASR Signature	Date of Site Inspection:	1/25/2018
Marcia Burchiel	<i>Marcia Burchiel</i>	Date of DSR Submission to AC:	1/25/2018
Name of Local Representative	Representative's Signature	Recommend Eligible?	<input checked="" type="checkbox"/> ES <input type="checkbox"/> NO
Kelley Williams	Concur by Phone	Concur with Scope of Work?	<input checked="" type="checkbox"/> ES <input type="checkbox"/> NO
Name of Reviewer/Manager	Reviewer/Manager Signature	Contact Telephone Number:	(760) 878-0292
Peter Crase	<i>Peter Crase</i> 1/29/18	Date Reviewed:	01/25/18
Public Assistance Officer	PAO Signature	Recommend Eligible?	<input checked="" type="checkbox"/> ES <input type="checkbox"/> NO
David Gillings	<i>David Gillings</i> 2/6/18	See attachment explaining changes or denial	Approved? <input checked="" type="checkbox"/> ES <input type="checkbox"/> NO
		Amount \$:	2,730,670.00

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #13

Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culvert – As Required

TR#18-002

Description:

Application of rubberized crack fill and pot-hole patching to seal asphalt pavement to prevent water intrusion to the subgrade, protecting the subgrade from erosion and causing pavement failure. Overlay for some roads that are in an advanced state of deterioration, restriping, and guardrail and culvert repairs and/or replacement as necessary.

Locations:

County-wide, the Inyo County Road Route system, where several roads are grouped in areas, or 'zones' will be used for identification of the residential streets, outlying roads, and individual roads receiving the crack fill, patching, restriping, overlay, guardrail, and culverts. Not every road in each route will warrant the application, the routes identified below are both residential and outlying roads, roads within the routes will receive some application, towns and routes are as follows;

- Bishop Area; Routes #1001 through #1006
- Big Bine Area; Routes #2001, through #2004
- Independence Area; Routes #3001 through #3005, and #3008
- Lone Pine Area; Routes #4001 through #4008
- Tecopa/Shoshone Area; Routes #5002 through #5006

Estimated useful life:

Useful life is 10 years

Anticipated construction date:

7/01/2022 through 6/30/2023

Costs for this project are estimated to be:

\$1,000,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #14

Warm Springs Road Grader Overlay

TR#18-002

Description:

The Warm Springs Road Grader Overlay includes the prepping, tack coating, and application of a 2" +/- layer of Cold Mix Asphalt (CMA) to 2.3 miles of existing roadway 24' wide. Also included in this scope-of-work is any necessary shoulder backing and ditch clearing/shaping, as well as striping/asphalt markings.

Location:

The location is from US 395 to Eastside

Estimated useful life:

The estimated useful life is 15 years for the CMA overlay

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$900,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #15

Death Valley Road Chip Seal

TR#18-002

Description:

The Death Valley Road Chip Seal includes the application of chip sealing to 4 miles of existing roadway 24' wide. Also included in this scope-of-work is the striping/asphalt markings for areas overlaid by the chip seal.

Location:

The location is the road segment from 11.2 miles and 15.2 miles east of US 395 on Hwy 168 out of Big Pine.

Estimated useful life:

The estimated useful life for the chip seal is 5 years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$700,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #16

Trona Wildrose Road Chip Seal

TR#18-002

Description:

The Trona Wildrose Road Chip Seal includes the chip sealing of 2) 2 mile long segments of roadway 22' wide. Also included in this scope-of-work are the striping/asphalt markings for areas overlaid by the chip seal.

Location/s:

The location of the two road segments are north of the Inyo County Line on the South end

Estimated useful life:

The estimated useful life for the chip seal is 5 years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$650,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #17

Panamint Valley Road Paver Overlay

TR#18-002

Description:

The Panamint Valley Road project involves performing a paver overlay of intermittent segments of the 14 mile long section of existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:

The location of the Panamint Valley Road is between Highway 190 and Trona Wildrose Road

Estimated useful life:

The estimated useful life for the chip seal is 5 years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$500,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #18

Old Spanish Trail Road Grader Overlay

TR#18-002

Description:

The Old Spanish Trail Road Grader Overlay involves performing a grader overlay of intermittent segments of the existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:

The location of the Old Spanish Trail Road is between Highway 127 and the Nevada Border

Estimated useful life:

The estimated useful life for the grader overlay is 10 years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #19 (Revised for 2022-2023)

Grandview, Mesquite, and Meadow Lane Fiber Seal

TR#18-002

Description:

The Grandview, Mesquite, and Meadow Lane Project involves applying a fiber seal coat to approximately 6 miles of residential roadway 36' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:

The location of the Grandview, Mesquite, and Meadow Lane Fiber Seal Coating Project is in the residential area off West Line Street (CA 168 West) behind Manor Market. Roads included, depending on available funds, are Meadow Lane, Mesquite Road, Birch Street East & West, Cedar Street East & West, Pinion Road, Laurel Road, Indian Creek Drive, Tumbleweed North & South, Morningside Drive, Wildrose Lane, Grandview Drive. Also, as an option is Carol Lane.

Estimated useful life:

The estimated useful life for the fiber seal coating is 5 years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$600,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #20

Meadow Creek I/II & Lazy A Sidewalk Improvement

TR#18-002

Description:

The Meadow Creek I/II & Lazy A Sidewalk Improvement Project involves the identification, removal, and replacement of damaged or displaced areas of concrete sidewalk as well as sections of curb & gutter. Tree removal, root pruning, installation of root barrier, and asphalt patching will also be required.

Locations:

The location of the Meadow Creek I/II & Lazy A Sidewalk Improvement Project is East of the intersection of Barlow Lane and US 395.

Estimated useful life:

The estimated useful life for the sidewalk and curb & gutter replacement will be 20+ years.

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$150,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #21

Lasky Lane Drainage Remediation

TR#18-002

Description:

The Lasky Lane Drainage Remediation Project involves the application of cold mix overlay to low areas of the existing Lasky Lane roadway to reconfigure drainage patterns to appropriate surface drainage transport mechanisms.

Location:

The location of the Lasky Lane Drainage Remediation area is the section of Lasky Lane just north and west of Lone Pine.

Estimated useful life:

The estimated useful life for the Lasky Lane Drainage Remediation work will be 30+ years.

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$20,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #22 (Revised for 2022-2023)

Micro Fiber Slurry Seal Project

TR#18-002

Description:

The Micro Fiber Slurry Seal Project involves the application of a reinforced slurry seal to various roads within Inyo County road system.

Locations:

Knight Manor

3054 TERRACE DRIVE
3057 PINE ROAD
3058 JUNIPER ROAD
3059 MOUNTAIN ROAD
3060 MEADOW LARK ROAD
3061 ELMCREST DRIVE
3063 CARMELEA LANE
3064 MARIANNE WAY
3065 JULIE ANN LANE
3066 BETTY LOU LANE
3067 MICHELLE CIRCLE
3068 MYRTLE LANE
3069 KRISTINE CIRCLE
3070 OLIVIA LANE
3071 TAMMY LANE
3072 TAWNYA LANE

Aspendell

2023 COLUMBINE DRIVE
2027 NORTH STREET
2081 ALPINE DRIVE
2086 WHITE PINE ROAD
2087 IRIS DRIVE
2088 CATARACT ROAD

2089 SAGE ROAD
2090 CARDINAL ROAD
2091 BROOK LANE
2093 RESERVOIR ROAD
2098 SIERRA SUMMIT
2099 SUMAC ROAD
2100 MANZANITA ROAD

South Lake Area

2095 HABEGGER LANE
2096 CANYON DRIVE
2097 MOUNT TOM VIEW DRIVE

Big Pine East

3201 POPLAR STREET
3202 CENTER STREET
3203 LOCUST STREET
3204 HOME STREET

Big Pine West

3206 CROCKER AVENUE
3207 CORNELL STREET
3208 DEWEY STREET
3209 CHESTNUT STREET
3210 WALNUT STREET
3211 BLAKE ROAD
3212 WEST STREET

Lone Pine

4404 WILLOW STREET EAST
4410 SOUTH STREET WEST
4412 SCHOOL STREET EAST
4413 INYO STREET EAST
4419 JACKSON STREET NORTH
4419A JACKSON STREET SOUTH
4422 HAY STREET NORTH
4422A HAY STREET SOUTH
4018 WHITNEY PORTAL ROAD EAST
4425 LINE STREET
4424A LAKE VIEW STREET NORTH
4405 BUSH STREET EAST
4403B LOCUST STREET EAST
4405A BUSH STREET WEST

4427 LUBKEN AVENUE EAST
4057 MCELROY LANE
4407A MOUNTAIN VIEW STREET WEST
4416 WASHINGTON STREET NORTH
4416A WASHINGTON STREET SOUTH

Estimated useful life:

The estimated useful life for the microfiber slurry seal is five (5) years

Anticipated construction date:

July 2022 through June 2026

Costs for this project are estimated to be:

\$2,000,000 over 5 years from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #23 (Revised 4-5-22)

Guardrail Replacement and Modernization

TR#18-002

Description:

The guardrail replacement and modernization will be performed at various segments of guardrail on bridges less than 20' in length within the Inyo County road system.

Locations:

The guardrails to be replaced and or modernized include initial sections on the follow roads: Mummy Lane, Reata Road, Sunland Drive, Dixon Lane, Whitney Portal Road, Eastside Road, Five Bridges Road, East Warm Springs Road, Sabrina Road, South Brockman Lane, Pine Creek Road, and Onion Valley Road.

Estimated useful life:

The estimated useful life for the guardrail replacement is expected to be twenty (20) years minimum

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$1,000,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #24

Trona Wildrose Reconstruction

TR#18-002

Description:

The Trona Wildrose Reconstruction Project will rebuild one (1) mile of Trona Wildrose Road. The road has deteriorated due to base failure.

Location:

One (1) mile of Trona Wildrose Road starting at the Inyo County/San Bernardino County line.

Estimated useful life:

The estimated useful life for the reconstruction of this road is twenty (20) years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$750,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #25

Lone Pine Town Streets Asphalt Resurfacing Project

TR#18-002

Description:

The Lone Pine Town Streets Asphalt Resurfacing Project will require the pulverization and paving of several roads with 2.5" of HMA (Hot Mix Asphalt).

Locations:

All proposed roads to be pulverized and paved are within the Town of Lone Pine. Roads slated for this scope of work include East Mountain Street, North and South Brewery Street, North and South Mt. Whitney Drive, East and West Post Street, Tim Holt Street, North and South Lone Pine Avenue, North and South Lake View Street, and East Miur Street. Additionally, bike lanes will be striped on the shoulders in select areas, and three (3) existing ADA ramps in the project area will be upgraded to ADA standards.

Estimated useful life:

The estimated useful life for the reconstruction of this road is twenty (20) years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$100,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #26

Lone Pine Sidewalks and ADA Improvement Project

TR#18-002

Description:

The Lone Pine Sidewalks and ADA Improvement Project will require the removal and replacement of several sidewalks in the Town of Lone Pine.

Locations:

All proposed sidewalks to be removed and replaced will be brought up to ADA standards. Potential segments of sidewalks to receive this remediation work include Whitney Portal from Washington to Jackson, Jackson from Whitney Portal to Begole, as well as Locust Street in front of the school.

Estimated useful life:

The estimated useful life for the reconstruction of this road is thirty (30) years minimum

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$100,000+ from RMRA (SB-1) Funds



County of Inyo

Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of April 12, 2022 and April 19, 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 - 4/21/2022
Final Approval - 4/21/2022



County of Inyo

Water Department

TIMED ITEMS - NO ACTION REQUIRED

MEETING: April 26, 2022

FROM: Aaron Steinwand

SUBJECT: Workshop with the Inyo County Water Commission on conditions in Owens Valley and LADWP draft 2022-2023 Pumping Plan

RECOMMENDED ACTION:

Request Board conduct a workshop with the Inyo County Water Commission to discuss Owens Valley conditions and the 2022-2023 LADWP operations plan.

SUMMARY/JUSTIFICATION:

The Inyo County Water Commission was created to assist in the implementation of the County Policy on Extraction and Use of Water, Agreement, FEIR, MOU and Ordinance No. 1004 (Resolution 99-43). One responsibility included in Resolution 99-43 is that at least every six months, the commission shall submit written recommendations, advice and reports to the Board, and/or present such recommendations, advice and reports to the Board at a workshop. At the February 24 meeting, the Water Commission requested a workshop with the Board of Supervisors to discuss water issues and in particular, the conditions in the Owens Valley and the draft 2022-2023 proposed Annual Operations Plan from the City of Los Angeles Department and Water and Power.

The workshop will include a Water Department staff presentation describing vegetation and water table conditions and LADWP's proposed operations plan. The Operations Plan and Water Department analysis of the plan were not available at the time this agenda request was prepared, but will be provided to the Board when available. The Water Commission will hold a meeting the evening before the workshop on April 25th and may approve recommendations to the Board to be discussed during the workshop.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

LADWP

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Aaron Steinwand

Darcy Ellis

Aaron Steinwand

John Vallejo

Amy Shepherd

Created/Initiated - 4/14/2022

Approved - 4/14/2022

Approved - 4/15/2022

Approved - 4/15/2022

Final Approval - 4/15/2022



County of Inyo



Treasurer-Tax Collector

CORRESPONDENCE - INFORMATIONAL - NO ACTION REQUIRED

MEETING: April 26, 2022

FROM: Alisha McMurtrie

SUBJECT: Treasury Status Report for the Quarter Ending March 31, 2022

RECOMMENDED ACTION:

Treasury Status Report for the Quarter Ending March 31, 2022

SUMMARY/JUSTIFICATION:

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

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

N/A

ATTACHMENTS:

1. 03-31-2022 Treasury Status Report

APPROVALS:

Moana Chapman
Darcy Ellis
Moana Chapman
Alisha McMurtrie

Created/Initiated - 3/29/2022
Approved - 3/30/2022
Approved - 4/15/2022
Final Approval - 4/19/2022

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



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: March 31, 2022
DATE: April 15, 2022

The following status report of the County Treasury as of 03-31-2022 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

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

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

The weighted average maturity of the investments of the Treasury was 825 days.

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

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

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

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

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:03/31/2022 was \$9,751,787.68 (Principal: \$9,773,402.36 plus Contributions: \$00.00 plus Interest: \$-19,142.69 less Fees: \$-2,471.99)

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION			
For the Business Day of:			
4/1/2022			
AUDITOR BALANCES:			
Beginning "Claim on Cash in Treasury"		\$176,722,415.17	
Deposit Authorizations		\$461,488.21	
Checks Paid on:	3/31/2022	(\$162,771.84)	
Journal Entry:		\$0.00	
Outgoing Debits:		(\$115,000.00)	03/31/22 ESTA: PAYROLL
		(\$50,508.65)	03/31/22 AUD PY: SPECIAL DISTRICT PAYROLL
		(\$5,144.15)	03/31/22 ICOE PY: STATE TAXES SDI - YTHBLD CHARTER
		(\$17,153.88)	03/31/22 ICOE PY: STATE TAXES PIT - YTHBLD CHARTER
		(\$68,617.09)	03/31/22 ICOE PY: FEDERAL TAXES - YTHBLD CHARTER
		(\$1,413.39)	03/31/22 ICOE PY: STATE TAXES SDI - THE ED CORPS
		(\$1,757.64)	03/31/22 ICOE PY: STAT TAXES SDI - COLLEGE BRIDGE
		(\$4,154.90)	03/31/22 ICOE PY: STATE TAXES PIT - THE ED CORPS
		(\$4,759.86)	03/31/22 ICOE PY: STATE TAXES PIT - COLLEGE BRIDGE
		(\$41,486.84)	03/31/22 ICOE PY: FEDERAL TAXES - LA EDUCATION CORPS
		(\$74,257.86)	03/31/22 ICOS: STATE TAXES
		(\$373,265.90)	03/31/22 ICOS: FEDERAL TAXES
		(\$2,081,771.54)	03/31/22 ICOE PY: PAYROLL
Ending "Claim on Cash in Treasury"		\$174,181,839.84	
TREASURER BALANCES:			
CASH ON HAND:			
	Drawer	\$259.19	
	Vault	\$200.00	
CHECKS ON HAND:			
	Date:		
	Date:		
	Date:		
BANK ACCOUNTS:			
Union Bank - General Account.		\$4,431,601.38	
Eastern Sierra Community Bank - Gen		\$2,571,619.15	
El Dorado #2107 - Directs Account		\$10,000.00	
El Dorado #9703 - Cash Account		\$100,499.75	
INVESTMENTS:			
Local Agency Investment Fund		\$40,500,000.00	Agency Limit
UBS Money Market		\$3,500,000.00	2.01% of 5.00%
Local Agencies		\$493,582.78	0.28% of 100.00%
Federal Agencies		\$105,000,000.00	60.28% of 100.00%
Federal Agencies-Treasury Notes/Bonds		\$0.00	0.00% of 100.00%
Commercial Paper		\$6,994,359.45	4.02% of 15.00%
Corporate Obligation		\$0.00	0.00% of 30.00%
CDs		\$7,193,000.00	4.13% of 30.00%
U.S. Bank Money Market		\$3,316,315.87	1.90% of 5.00%
Grand TTL Investments		\$166,997,258.10	
NOTES			
Maturities > 1 Year		\$109,164,615.57	62.67% of 60.00%
GRAND TOTAL TREASURY BALANCE:		\$174,111,437.57	
RECONCILIATION			
Treasury Over/Short:		(\$70,402.27)	
Explanation:		(\$70,191.66)	03/31/22 REMOTE DEPOSIT IN TRANSIT
		(\$288.60)	03/30/22 ESCB#6463: PAPG - CHECK ORDER ACCT ANALYSIS
		\$77.99	03/29/22 NCR: PROCESSED INCORRECT CREDIT 500 ERROR
		(\$40.00)	03/23/22 ED#9703: SIFPD WF AA CHG - FEB '22 - CK# 2101
		(\$70,402.27)	

Inyo County
Portfolio Holdings
Compliance Report | by Investment Policy
Report Format: By Transaction
Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 3/31/2022

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certificate of Deposit - 30 %								
1ST FINANCIAL BANK USA 0.45 8/19/2025	32022RNT0	8/19/2020	0.450	248,000.00	248,000.00	248,000.00	8/19/2025	1,237
ALLY BANK 0.9 3/13/2023	02007GMY6	3/12/2020	0.900	248,000.00	248,000.00	248,000.00	3/13/2023	347
AMERICAN COMMERCE BANK 0.9 3/27/2024	02519TBA3	3/27/2020	0.900	248,000.00	248,000.00	248,000.00	3/27/2024	727
American Express UT 2.45 4/5/2022	02587DN38	4/5/2017	2.450	248,000.00	248,000.00	248,000.00	4/5/2022	5
BERKSHIRE BANK 1 10/20/2022	084601XL2	4/24/2020	1.000	250,000.00	250,000.00	250,000.00	10/20/2022	203
CAPITAL ONE BANK USA NA 1.1 11/17/2026	14042TDW4	11/17/2021	1.100	248,000.00	248,000.00	248,000.00	11/17/2026	1,692
CAPITAL ONE NA 1.1 11/17/2026	14042TQB0	11/17/2021	1.100	248,000.00	248,000.00	248,000.00	11/17/2026	1,692
CELTIC BANK 1.85 11/27/2024	15118RTC1	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	972
CENTERSTATE BANK 1.25 4/30/2025	15201QDE4	4/30/2020	1.250	250,000.00	250,000.00	250,000.00	4/30/2025	1,126
Citibank National SD 3.4 1/9/2024	17312QZ36	1/9/2019	3.400	245,000.00	245,000.00	245,000.00	1/9/2024	649
EAST BOSTON SAVINGS BANK 0.45 8/12/2025	27113PDP3	8/12/2020	0.450	248,000.00	248,000.00	248,000.00	8/12/2025	1,230
ENERBANK USA 1.8 11/22/2023	29278TMN7	11/27/2019	1.800	248,000.00	248,000.00	248,000.00	11/22/2023	601
FIRST CAROLINA BANK 0.45 8/20/2025	31944MBB0	8/20/2020	0.450	248,000.00	248,000.00	248,000.00	8/20/2025	1,238
FLAGSTAR BANK 1.15 4/29/2025	33847E3D7	4/29/2020	1.150	245,000.00	245,000.00	245,000.00	4/29/2025	1,125
GOLDMAN SACHS BANK USA 1.1 11/17/2026	38149MK51	11/17/2021	1.100	248,000.00	248,000.00	248,000.00	11/17/2026	1,692
GREENSTATE CREDIT UNION 0.4 8/18/2023	39573LAP3	8/18/2020	0.400	248,000.00	248,000.00	248,000.00	8/18/2023	505
LIVE OAK BANKING COMPANY 1.85 11/27/2024	538036GU2	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	972
LUANA SAVINGS BANK 0.6 5/8/2025	549104PQ4	5/8/2020	0.600	245,000.00	245,000.00	245,000.00	5/8/2025	1,134
MEDALLION BANK 1.2 4/30/2024	58404DGU9	4/30/2020	1.200	250,000.00	250,000.00	250,000.00	4/30/2024	761
MERRICK BANK 1.75 11/29/2022	59013KEA0	11/29/2019	1.750	248,000.00	248,000.00	248,000.00	11/29/2022	243
Morgan Stanley Bank UT 2.65 2/8/2023	61747MJ77	2/8/2018	2.650	248,000.00	248,000.00	248,000.00	2/8/2023	314
MORGAN STANLEY PRIVATE BANK NA 1.9 11/20/2024	61760A3B3	11/27/2019	1.900	248,000.00	248,000.00	248,000.00	11/20/2024	965
Mountain America UT 2.4 11/30/2022	62384RAD8	11/30/2017	2.400	248,000.00	248,000.00	248,000.00	11/30/2022	244
NORTHEAST COMMUNITY BANK 0.45 8/20/2025	664122AF5	8/20/2020	0.450	248,000.00	248,000.00	248,000.00	8/20/2025	1,238
PACIFIC WETERN BANK 1.25 4/30/2025	69506YRL5	4/30/2020	1.250	250,000.00	250,000.00	250,000.00	4/30/2025	1,126
SOMERSET TRUST CO 1 3/19/2025	835104BZ2	3/19/2020	1.000	248,000.00	248,000.00	248,000.00	3/19/2025	1,084
TOWNBANK1.15 4/29/2022	89214PCQ0	4/29/2020	1.150	250,000.00	250,000.00	250,000.00	4/29/2022	29
UBS BANK NA 1.1 11/17/2026	90348JW97	11/17/2021	1.100	248,000.00	248,000.00	248,000.00	11/17/2026	1,692
VIRIVA FCU 1.85 11/27/2024	92823NAA9	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	972
Average Certificate of Deposit - 30 %			1.341	7,193,000.00	7,193,000.00	7,193,000.00		890

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Commercial Paper - 15 %								
CREDIT AGRICOLE CIB NY 0 7/12/2022	22533UGC1	10/19/2021	0.110	3,000,000.00	2,997,561.67	3,000,000.00	7/12/2022	103
MUFG BANK LTD/NY 0 7/8/2022	62479MG80	10/19/2021	0.110	4,000,000.00	3,996,797.78	4,000,000.00	7/8/2022	99
Average Commercial Paper - 15 %			0.110	7,000,000.00	6,994,359.45	7,000,000.00		101
Federal Agencies - 100 %								
FFCB 0.44 11/4/2024-21	3133EMFP2	11/4/2020	0.440	3,000,000.00	3,000,000.00	3,000,000.00	11/4/2024	949
FFCB 0.47 1/27/2025-21	3133EMER9	10/27/2020	0.470	3,000,000.00	3,000,000.00	3,000,000.00	1/27/2025	1,033
FFCB 0.52 10/21/2025-21	3133EMDZ2	10/21/2020	0.520	3,000,000.00	3,000,000.00	3,000,000.00	10/21/2025	1,300
FFCB 0.53 10/22/2025-21	3133EMEC2	10/22/2020	0.530	3,000,000.00	3,000,000.00	3,000,000.00	10/22/2025	1,301
FFCB 0.53 8/12/2025-22	3133EL3P7	8/12/2020	0.530	4,000,000.00	4,000,000.00	4,000,000.00	8/12/2025	1,230
FFCB 0.55 9/16/2025-21	3133EL7K4	9/16/2020	0.550	5,000,000.00	5,000,000.00	5,000,000.00	9/16/2025	1,265
FHLB 0.52 1/28/2025-22	3130ANEJ5	7/28/2021	0.520	5,000,000.00	5,000,000.00	5,000,000.00	1/28/2025	1,034
FHLB 0.55 7/30/2024-20	3130AJUN7	7/30/2020	0.550	3,000,000.00	3,000,000.00	3,000,000.00	7/30/2024	852
FHLB 0.7 3/16/2026-22	3130ALEP5	3/16/2021	0.700	5,000,000.00	5,000,000.00	5,000,000.00	3/16/2026	1,446
FHLB 0.75 1/29/2025-21	3130ALY65	4/29/2021	0.750	2,000,000.00	2,000,000.00	2,000,000.00	1/29/2025	1,035
FHLB 0.75 6/30/2025-21	3130AMX31	6/30/2021	0.750	3,000,000.00	3,000,000.00	3,000,000.00	6/30/2025	1,187
FHLB 1 12/30/2024-22	3130AQFN8	12/30/2021	1.000	3,000,000.00	3,000,000.00	3,000,000.00	12/30/2024	1,005
FHLB 1 12/30/2024-22	3130AQ4Z3	12/30/2021	1.000	3,000,000.00	3,000,000.00	3,000,000.00	12/30/2024	1,005
FHLB 1 6/30/2026-21	3130AMT28	6/30/2021	1.000	4,000,000.00	4,000,000.00	4,000,000.00	6/30/2026	1,552
FHLB 1 9/30/2024-22	3130AQD59	12/30/2021	1.000	5,000,000.00	5,000,000.00	5,000,000.00	9/30/2024	914
FHLB 1.2 12/22/2025-22	3130AQ5D1	12/22/2021	1.200	4,000,000.00	4,000,000.00	4,000,000.00	12/22/2025	1,362
FHLB 1.2 4/28/2026-21	3130ALXP4	4/28/2021	1.200	2,000,000.00	2,000,000.00	2,000,000.00	4/28/2026	1,489
FHLB 1.55 12/22/2026-22	3130AQ5C3	12/22/2021	1.550	3,000,000.00	3,000,000.00	3,000,000.00	12/22/2026	1,727
FHLB Step 6/16/2026-21	3130AMR46	6/16/2021	0.750	3,000,000.00	3,000,000.00	3,000,000.00	6/16/2026	1,538
FHLMC 0.6 11/12/2025-21	3134GXBM5	11/17/2020	0.600	3,000,000.00	3,000,000.00	3,000,000.00	11/12/2025	1,322
FHLMC 0.6 9/30/2025-21	3134GWTG1	9/30/2020	0.600	5,000,000.00	5,000,000.00	5,000,000.00	9/30/2025	1,279
FHLMC 0.62 12/1/2025-21	3134GXDM3	12/1/2020	0.620	4,000,000.00	4,000,000.00	4,000,000.00	12/1/2025	1,341
FHLMC 0.625 8/19/2025-21	3134GWQN9	8/19/2020	0.625	3,000,000.00	3,000,000.00	3,000,000.00	8/19/2025	1,237
FHLMC 0.625 9/23/2025-20	3134GWP75	9/23/2020	0.625	5,000,000.00	5,000,000.00	5,000,000.00	9/23/2025	1,272
FNMA 0.55 11/4/2025-22	3135GA2N0	11/4/2020	0.550	5,000,000.00	5,000,000.00	5,000,000.00	11/4/2025	1,314
FNMA 0.56 8/21/2025-23	3136G4N74	8/21/2020	0.560	3,000,000.00	3,000,000.00	3,000,000.00	8/21/2025	1,239
FNMA 0.58 10/28/2025-22	3135GA2A8	11/17/2020	0.580	3,000,000.00	3,000,000.00	3,000,000.00	10/28/2025	1,307
FNMA 0.625 7/21/2025-22	3136G4ZJ5	7/21/2020	0.625	4,000,000.00	4,000,000.00	4,000,000.00	7/21/2025	1,208
FNMA 0.7 7/21/2025-21	3136G4ZG1	7/21/2020	0.700	4,000,000.00	4,000,000.00	4,000,000.00	7/21/2025	1,208
Average Federal Agencies - 100 %			0.715	105,000,000.00	105,000,000.00	105,000,000.00		1,241
Local Agency Investment Fund - \$ 50M								
LAIF LGIP	LAIF4000	9/30/2018	0.365	40,500,000.00	40,500,000.00	40,500,000.00	N/A	1
Average Local Agency Investment Fund - \$ 50M			0.365	40,500,000.00	40,500,000.00	40,500,000.00		1
U.S. Bank Money Market - 5%								
U.S. Bank MM	MM5280	8/3/2021	0.150	3,316,315.87	3,316,315.87	3,316,315.87	N/A	1
Average U.S. Bank Money Market - 5%			0.150	3,316,315.87	3,316,315.87	3,316,315.87		1

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
UBS Money Market - 5 %								
UBS Financial MM	MM9591	6/30/2018	0.040	3,500,000.00	3,500,000.00	3,500,000.00	N/A	1
Average UBS Money Market - 5 %			0.040	3,500,000.00	3,500,000.00	3,500,000.00		1
Total / Average			0.606	166,509,315.87	166,503,675.32	166,509,315.87		825

COUNTY OF INYO
PARS OPEB Trust Program

Account Report for the Period
3/1/2022 to 3/31/2022

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

Account Summary

Source	Beginning Balance as of 3/1/2022	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 3/31/2022
OPEB	\$9,773,402.36	\$0.00	-\$19,142.69	\$2,471.99	\$0.00	\$0.00	\$9,751,787.68
Totals	\$9,773,402.36	\$0.00	-\$19,142.69	\$2,471.99	\$0.00	\$0.00	\$9,751,787.68

Investment Selection

Source

OPEB Moderate HighMark PLUS

Investment Objective

Source

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

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	-0.20%	-5.03%	1.53%	8.48%	7.74%	7.16%	6/16/2010

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

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

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

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