



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA

**Board of Supervisors Room - County Administrative Center**

224 North Edwards, Independence, California

**Clint Quilter Consolidated Office Building – Room 101**

1360 N. Main St., Bishop, California

**NOTICES TO THE PUBLIC:** (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. 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 may do so 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. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). (2) 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). (3) 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).

### SPECIAL MEETING

**April 26, 2024**

*(Unless otherwise specified by time, items scheduled for either morning or afternoon sessions will be heard according to available time and presence of interested persons.)*

#### Start Time

- 1 P.M.     1)     **Pledge of Allegiance**
- 2)     **Contract for Public Defender Services with Elizabeth Corpora**

County Counsel | John Vallejo, Nate Greenberg  
5 minutes

**Recommended Action:** Ratify and approve the agreement between the County of Inyo and Elizabeth Corpora for the provision of public defender services in an amount not to exceed \$230,000 for the period of April 1, 2024 through June 30, 2025, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

- 3) **2024-2025 LADWP Annual Operations Plan**  
Water Department | Holly Alpert  
20 minutes (10 min. Presentation / 10 min. Discussion)

**Recommended Action:** Receive presentation concerning Inyo County's comments on draft 2024-2025 LADWP Annual Operations Plan and provide direction to staff as appropriate.

- 4) **Workshop with the Inyo County Water Commission on LADWP Draft 2024-25 Annual Operations Plan**  
Water Department | Holly Alpert  
60 minutes

**Recommended Action:** Conduct a workshop with the Inyo County Water Commission to discuss Owens Valley conditions and the LADWP annual operations plan.



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 26, 2024

Reference ID:  
2024-145

### Contract for Public Defender Services with Elizabeth Corpora County Counsel ACTION REQUIRED

#### ITEM SUBMITTED BY

John Vallejo, County Counsel, Nate Greenberg,  
County Administrative Officer

#### ITEM PRESENTED BY

John Vallejo, County Counsel, Nate Greenberg,  
County Administrative Officer

#### RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and Elizabeth Corpora for the provision of public defender services in an amount not to exceed \$230,000 for the period of April 1, 2024 through June 30, 2025, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The government is mandated to provide public defender services to indigent criminal defendants and other individuals facing potentially serious restrictions to their fundamental rights. California delegated this responsibility to counties. Inyo County provides public defender services through contracts with private attorneys, but is experiencing, and has experienced for many years now, significant challenges retaining attorneys to fill the contracts needed to meet the public defender caseload. Inyo County staff and partner agencies identified at least two issues contributing to these challenges:

1. The unique contract structures; and
2. The level of compensation provided to our contracted public defenders.

This agenda item is brought before your Board with the goal of addressing those issues with the ultimate goal of more successfully recruiting and retaining public defenders.

After consulting with the Inyo County Superior Court, the District Attorney's Office, as well as current and former public defenders, Inyo County revised the scopes of work provided for in the public defender contracts. In summary, there will now be one contract that has an emphasis on felonies with significant exposure to incarceration and less emphasis on non-criminal assignments, but is otherwise general, and three contracts that are otherwise generic in scope. These scopes of work are broader than the current contract structures in order to allow for greater redundancy and coverage between the contracts in the case of temporary absences from one or more public defenders and/or vacancies in a contract(s), seek to avoid unnecessary creation of conflicts, and should assist in our recruitment efforts to better appeal to out-of-area attorneys. The agreement before you today with Ms. Corpora is for one of the three contracts that are otherwise generic in scope. The only nuance to Ms. Corpora's contract is the term, which is shorter than the other contracts due to Ms. Corpora's stated intent to retire next year.

Additionally, this agreement provides for an April 1 date to start this agreement to address the fact that Ms. Corpora is currently retaining clients out of contract and would otherwise bill for those cases accordingly. Instead of billing for those cases, this contract will replace that funding approach beginning April 1.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	022600
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
There should not be a significant impact in the current fiscal year, as there have been Public Defender vacancies that have created some savings in the budget.			
<b>Future Fiscal Year Impacts</b>			
The increase in the amount for each Public Defender contracts will have an impact of approximately \$100,000 in the next fiscal year, and will continue to rise in future years due to the increase that will be built in for each fiscal year.			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not enter into this agreement and not have public defenders available on contract. This would lead to an unknown increase in overall costs to the County due to the Constitutional mandates for the County to provide public defender services to indigent defendants and having to hire out-of-contract attorneys for such services.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

District Attorney. Superior Court.

**ATTACHMENTS:**

- Public Defender Contract Elizabeth Corpora

**APPROVALS:**

John Vallejo	Created/Initiated - 2/13/2024
John Vallejo	Approved - 2/13/2024
Darcy Ellis	Approved - 2/13/2024
Denelle Carrington	Approved - 4/23/2024
John Vallejo	Approved - 4/23/2024
Amy Shepherd	Approved - 4/23/2024
Nate Greenberg	Final Approval - 4/23/2024

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA, ATTORNEY AT LAW,  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for **Elizabeth Corpora** (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

## **TERMS AND CONDITIONS**

### **1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, 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 the judges of the Superior Court of Inyo County. 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, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under 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 professional 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 is for the period from April 1, 2024 to June 30, 2025.

### **3. CONSIDERATION.**

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which

Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. 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 any public defender services provided. In addition, Contractor shall not, by virtue of this Agreement, be entitled 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.

E. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

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.

**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 the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to ensure that all services and work under this Agreement will be performed in a timely manner.

**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. COUNTY PROVIDED SERVICES AND SUPPLIES.**

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

**7. COUNTY PROPERTY.**

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.

**8. 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 Contractor.



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

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

**10. INSURANCE.**

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

**11. 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.

**12. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Contractor, his/her agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

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

### **13. 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 files and records directly related to this Agreement, which are not otherwise legally privileged information, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

### **14. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, his/her 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 his/her 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.

### **15. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

### **16. TERMINATION OF THIS AGREEMENT.**

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

### **17. TERMINATION OF PREVIOUS AGREEMENT.**

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

**18. 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.

**19. 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.

**20. 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-eight (29) below.

**21. 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.

**22. CONFLICTS.**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

**23. POST AGREEMENT COVENANT.**

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

**24. 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.

**25. 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-seven (27) (Amendment).

**26. RENEGOTIATION.**

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-seven (27) (Amendment).

**27. 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.

[PARAGRAPH 28 FOLLOWS]

28. 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:  
County Administrator Department  
224 North Edwards Street  
P.O. Drawer N  
Independence, CA 93526 City and State

CONTRACTOR:  
Elizabeth Corpora, Attorney at Law, PC Name  
P.O. Box 1161 Street  
Bishop, CA 93515 City and State

29. ENTIRE AGREEMENT.

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10<sup>TH</sup> DAY OF APRIL, 2024

COUNTY OF INYO

CONTRACTOR

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

By: Elizabeth Corpora  
Signature

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

ELIZABETH CORPORA

Dated: APRIL 10, 2024

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo  
John-Carl Vallejo (Apr 18, 2024 15:02 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]

County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: APRIL 1, 2024 TO: JUNE 30, 2025**

**SCOPE OF WORK:**

**1. PRIMARY RESPONSIBILITIES.**

A. **WARRANTY.** Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

**B. DEFINITIONS.**

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

C. **ATTORNEY-CLIENT CONFLICT OF INTEREST CASES.** Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Scope of Work, Attachment A to this Agreement, attached hereto and by referenced incorporated herein.

D. **TIME CONFLICT CASES.** Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Scope of Work, Attachment A, to this Agreement.

E. **TIME CONFLICT CASES LIMITATION.** This contract contemplates a total of four Public Defender Contracts to generally handle the total public defender caseload of Inyo County except where conflicts of interest make that an impossibility. Should one or more of those other contracts not be filled, the County will ensure that the Superior Court is informed of such fact, and that a roughly equivalent percentage of the cases that would otherwise be handled by those unfilled contracts are assigned to attorneys out of contract. For example, if one of the four contracts is not filled, on average every fourth assignment should be assigned to an attorney out of contract. Upon 30 days of any such vacancy(s), Contractor shall have the right to decline any appointments in excess of Contractor's relative share of case assignments. Alternatively, Contractor may voluntarily accept the additional workload for the added compensation set forth in Attachment B.

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: APRIL 1, 2024 TO: JUNE 30, 2025**

**SCOPE OF WORK:**

During the period of this Agreement, Contractor, together with other indigent defense counsel under direct contract with County shall provide representational services to all eligible clients in Inyo County trial court actions or proceedings.

Contractor shall have a subordinate priority assignment for any cases which includes a of a felony that can be punished by the low term of confinement, as defined by the California Penal Code, of two years or greater, and/or any sexually violent predator cases.

Contractor shall handle conflict case assignments to dependency, delinquency, child support, mental health and conservatorship cases, patient rights advocate cases, AB 109 revocation hearings and any other matter in which the County is obligated to provide public defender services.

Contractor's lower priority assignments do not apply to clients that the Contractor previously represented for which an assignment would best avoid current or future conflicts of interest.

Note: The Coverage Table set forth above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

Contractor may informally coordinate with other contracted Inyo County Public Defenders to arrange for more efficient coverage of criminal calendars between the two Inyo County court locations.

**DECLARATIONS FOR REIMBURSEMENT FOR PUBLIC DEFENDER FEES AND COSTS.**

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]
2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.
3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code

section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.

4. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

H. MONTHLY CASE REPORTING OF HOURS AND COSTS. Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

[ATTACHMENT B FOLLOWS]



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: APRIL 1, 2024 TO: JUNE 30, 2025**

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor on or before the first (1<sup>st</sup>) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

- A. A stipend of one thousand seven hundred dollars (\$1,700) for the purpose of establishing and maintaining a physical office within Inyo County where Contractor will regularly work and meet with clients in the performance of this Agreement, payable together with or concurrent with the first payment made under this Agreement after which Contractor informs the County in writing of the establishment of and intention to maintain said office.
- B. An annual reimbursement per calendar year of up to one thousand dollars (\$1,000) for continuing legal education and trainings, public defender association and/or other memberships directly relevant to the scope of services provided for in this Agreement.
- C. From April 1, 2024 through June 30, 2025: \$169,200 annual / \$14,100 per month, provided, however, that Contractor shall receive the same cost of living adjustments provided to Inyo County Senior Deputy District Attorney employees. The first payment under this Agreement shall be made as soon as reasonably possible after all parties have executed this Agreement.

For a total amount not to exceed two hundred thirty thousand dollars (\$230,000).

The compensation provided for in this Agreement shall supplant any and all out-of-contract public defender assignments and billing Contractor would otherwise be reimbursed for by Inyo County and/or the Inyo County Superior Court beginning April 1, 2024. In other words, Contractor has been taking public defender assignments from the Inyo County Superior Court without a contract with Inyo County for such services, and Contractor will waive payment for those assignments and billings and will be paid for such work via this Agreement instead beginning April 1, 2024.

**2. TIME CONFLICT LIMITATION AND COMPENSATION:**

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$150.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

### 3. INCIDENTAL EXPENSES:

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases), will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

- i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's immediate prior Monthly Case Report submitted under Section H of Attachment A, and applied to the amount that dependency funding is reduced by the Court.
- ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A, with the exception of the representation of parties in matters arising under WIC section 300.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: APRIL 1, 2024 TO: JUNE 30, 2025**

**SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:**

1. Upon Contractor's written request, County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.
4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: APRIL 1, 2024 TO: JUNE 30, 2025**

**FORM W-9**

Request for Taxpayer  
Identification Number and Certification  
*(Please submit W-9 form with Contract, available on-line or by County)*

**ATTACHMENT E**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELIZABETH CORPORA  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: APRIL 1, 2024 TO: JUNE 30, 2025**

**SEE ATTACHED INSURANCE PROVISIONS**











# PublicDefenderContract.ElizabethCorpora.04.2024

Final Audit Report

2024-04-23

Created:	2024-04-18
By:	John-Carl Vallejo (jcvallejo@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATGkxSx5dtvv1SAg9P4t5ozYWSBscYRNw

## "PublicDefenderContract.ElizabethCorpora.04.2024" History

-  Document created by John-Carl Vallejo (jcvallejo@inyocounty.us)  
2024-04-18 - 9:59:52 PM GMT
-  Document emailed to Amy Shepherd (ashepherd@inyocounty.us) for signature  
2024-04-18 - 10:01:51 PM GMT
-  Document emailed to Nate Greenberg (ngreenberg@inyocounty.us) for signature  
2024-04-18 - 10:01:51 PM GMT
-  Document emailed to John-Carl Vallejo (jcvallejo@inyocounty.us) for signature  
2024-04-18 - 10:01:51 PM GMT
-  Document e-signed by John-Carl Vallejo (jcvallejo@inyocounty.us)  
Signature Date: 2024-04-18 - 10:02:40 PM GMT - Time Source: server
-  Email viewed by Nate Greenberg (ngreenberg@inyocounty.us)  
2024-04-18 - 10:15:12 PM GMT
-  Document e-signed by Nate Greenberg (ngreenberg@inyocounty.us)  
Signature Date: 2024-04-18 - 10:15:21 PM GMT - Time Source: server
-  Email viewed by Amy Shepherd (ashepherd@inyocounty.us)  
2024-04-23 - 5:34:17 PM GMT
-  Document e-signed by Amy Shepherd (ashepherd@inyocounty.us)  
Signature Date: 2024-04-23 - 5:34:47 PM GMT - Time Source: server
-  Agreement completed.  
2024-04-23 - 5:34:47 PM GMT



COUNTY OF INYO  
CALIFORNIA

Powered by  
**Adobe**  
**Acrobat Sign**



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 26, 2024

Reference ID:  
2024-41

### 2024-2025 LADWP Annual Operations Plan Water Department ACTION REQUIRED

#### ITEM SUBMITTED BY

Holly Alpert, Water Director

#### ITEM PRESENTED BY

Holly Alpert, Water Director

#### RECOMMENDED ACTION:

Receive presentation concerning Inyo County's comments on draft 2024-2025 LADWP Annual Operations Plan and provide direction to staff as appropriate.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

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

"By April 20 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 1. ... 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."

The Annual Operations Plan can be found on the Inyo County Water Department's website at <https://www.inyowater.org/wp-content/uploads/2024/04/Draft-2024-OWENS-VALLEY-REPORT.pdf>

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	N/A
<b>Budgeted?</b>	N/A	<b>Object Code</b>	N/A
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
N/A			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose to not provide direction on Inyo County's comments to the draft Annual Operations Plan. By not providing any comments the County would lose an annual opportunity to work collaboratively with LADWP to address issues of groundwater and ecological concerns.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

LADWP

**ATTACHMENTS:**

**APPROVALS:**

Holly Alpert	Created/Initiated - 4/1/2024
Darcy Ellis	Approved - 4/1/2024
Holly Alpert	Approved - 4/16/2024
Keri Oney	Approved - 4/16/2024
John Vallejo	Approved - 4/17/2024
Nate Greenberg	Final Approval - 4/22/2024





# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 26, 2024

Reference ID:  
2024-56

### Workshop with the Inyo County Water Commission on LADWP Draft 2024-25 Annual Operations Plan

#### Water Department

NO ACTION REQUIRED

**ITEM SUBMITTED BY**

Holly Alpert, Water Director

**ITEM PRESENTED BY**

Holly Alpert, Water Director

**RECOMMENDED ACTION:**

Conduct a workshop with the Inyo County Water Commission to discuss Owens Valley conditions and the LADWP annual operations plan.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Inyo County Water Commission was created to assist in the implementation of the County Policy on Extraction and Use of Water, the Long-Term Water Agreement, the FEIR, the MOU, and Ordinance No. 1004 (Resolution 99-43). One responsibility of the Water Commission 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. As in previous years, the Water Commission has requested a workshop with the Board of Supervisors to discuss water issues and in particular, conditions in the Owens Valley and the draft 2024-25 proposed Annual Operations Plan from the City of Los Angeles Department and Water and Power. The Water Commission will hold a meeting before the Board of Supervisors workshop and may approve recommendations to the Board to be discussed during the workshop.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	024102
<b>Budgeted?</b>	Yes	<b>Object Code</b>	N/A
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
No impact. Water Commission activities are provided for in the Water Dept. budget.			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			
N/A			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

LADWP

**ATTACHMENTS:**

**APPROVALS:**

Holly Alpert	Created/Initiated - 4/1/2024
Darcy Ellis	Approved - 4/1/2024
Holly Alpert	Approved - 4/16/2024
Keri Oney	Approved - 4/16/2024
John Vallejo	Approved - 4/17/2024
Nate Greenberg	Final Approval - 4/22/2024