Agenda

County of Inyo
Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings exclusively online. Board Members and Staff will participate via Zoom videoconference from individual, separate locations. The videoconference is accessible to the public at https://zoom.us/j/868254781. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing, or by utilizing the **"hand-waving" feature** when appropriate in the Zoom meeting (the Board Chair will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your emailed 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.

June 16, 2020 - 8:30 AM

1. ***PUBLIC COMMENT*** *(Join meeting via Zoom **here**)*

CLOSED SESSION

2. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – –*** Los Angeles Department of Water and Power v. County of Inyo, Kern Superior Court Case No. BCV-18-101513-KCT (CEQA).

3. ***CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS –*** Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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***

7. ***COUNTY DEPARTMENT REPORTS*** *(Reports limited to two minutes)*

8. ***COVID-19 STAFF UPDATE***

CONSENT AGENDA (Approval recommended by the County Administrator)

9. **Child Support Services -** Request Board approve Amendment No. 3 to the Agreement between the County of Inyo and CalServe Inc. for the provision of nationwide service of process, extending the term of the agreement from July 1, 2020 to June 30, 2022 and modifying the schedule of fees.

10. **County Administrator -** Request Board approve Amendment No. 1 to the Joint Occupancy Agreement (Inyo Historic Courthouse) between the County of Inyo and the Judicial Council of California, to temporarily use and occupy certain space respectively within each other's Exclusive-Use Areas, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

11. **County Administrator -** Request Board: A) declare Eva S. Wasef, M.D. a sole-source provider of autopsy services in Inyo County; and B) approve the contract with Eva S. Wasef, M.D. for autopsy services for the term of July 1, 2020 through June 30, 2022 for a total contract amount not to exceed $85,000, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

12. **County Administrator -** Request Board approve Amendment No. 2 to the contract between County of Inyo and Gerard B. Harvey for The Provision of Professional Services As A Public Defender (Misdemeanors - North County) extending the end date to June 30, 2023, increasing the contract amount by $396,000, pending adoption of future budgets, and authorize the Chairperson to sign, contingent on all signatures being obtained.

13. **County Administrator - Personnel -** Request Board approve the contract between the County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo for the provision of Legal Services-General Labor and Employment Advice, in the amount of $320,000 for the term of July 1, 2020 through June 30, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign the contract and HIPPA Business Associate Agreement.

14. **County Administrator - Recycling & Waste Management -** Request Board authorize the Inyo County Recycling and Waste Management Program to close the Bishop-Sunland Landfill, the Big Pine Transfer Station, and the Lone Pine Landfill on Saturday, July 4, 2020.

15. **County Administrator - Risk Management -** Request Board approve the agreement between the County of Inyo and Porter Scott for the provision of legal services in an amount not to exceed $210,000 for the period of July 1, 2020 through June 30, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

16. **Health & Human Services -** Request Board approve the contract between the County of Inyo and Anne Sippi Treatment Group for residential placement for adults conserved under Laterman Petris Short (LPS) Act, or other adults in need of this specialized high level of treatment, in an amount not to exceed $63,000 for the period of July 1, 2020 to June 30, 2021, contingent upon the Board's adoption of the 2020-2021 Budget, and authorize the Chairperson to sign the Inyo County agreement as well as the Business Associate Agreement.

17. **Health & Human Services -** Request Board approve the Maternal Child and Adolescent Health (MCAH) Agreement No. 202014 between the County of Inyo and California Department of Public Health in the amount of $137,353.95 in State and Federal reimbursement for the period of July 1, 2020 through June 30, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize Dr. James Richardson, MCAH Director, and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification.

18. **Health & Human Services -** Request Board approve Contract No. AP-2021-16 with the California Department of Aging for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging, in the amount of $1,004,395 for the period of July 1, 2020 through June 30, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize the HHS Director to sign the Standard Agreement, Information Integrity and Security Statement Certification, Contractor Certification Clause, and the California Civil Rights Laws Certification.

19. **Health & Human Services - First 5 -** Request Board approve First 5 Inyo County submitting an application to be the lead agency on First 5 California Home Visiting Coordination Grant Request for Applications (RFA), for the period of July 1, 2020 to June 30, 2022, in order to apply for $100,000, and authorize the HHS Director to sign the application.

20. **Public Works -** Request Board approve Amendment No. 1 to the Lease with The City of Bishop for office space at 301 West Line Street, amending the contract to an annual lease with a month to month option to extend through Fiscal Year 2020-2021, with a monthly rent amount of $3,437.33, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

21. **Public Works -** Request Board: A) declare Cascade Software Systems of Montreal, Quebec, Canada a sole-source provider of Web and Mobile Service Request Software; and B) authorize payment to Cascade Software Systems of Montreal, Quebec, Canada in the amount of $13,300 for Web and Mobile Facilities Service Request Software.

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

22. **County Administrator -** Request Board adopt the modified Fiscal Year 2019-2020 Board Approved Budget as the Preliminary Budget for Fiscal Year 2020-2021 and approve the Fixed Assets as recommended by staff *(4/5ths vote required).*

23. **Water Department -** Request Board approve the 2020-2021 Fiscal Year LORP Annual Work Plan, implementation of which is contingent on approval of the same by the L.A. Board of Water and Power Commissioners.

24. **Health & Human Services -** Request Board ratify and approve Amendment No. 3 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County-eligible residents, in the total amount not to exceed $144,420 for the period beginning July 1, 2019 through June 30, 2020 and not exceeding the total four-year amount of $424,912 for the period of July 1, 2016 through June 30, 2020.

25. **Public Works -** Request Board ratify and approve Amendment No. 3 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, modifying the Scope of Work, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

26. **County Administrator - Purchasing -** Request Board: A) declare certain property surplus; B) due to the COVID-19 social distancing requirements, forgo a public auction for the Fiscal Year 2019-2020; C) authorize the transfer of county surplus on Wednesday, June 24, 2020, to public agencies per Government Code Section 25365 and to non-profit corporations per Government Code Section 25372 *by appointment only;* and D) allow the destruction of remaining surplus items at an estimated value under $1,500 *(4/5ths vote required).*

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

27. **10:30 A.M. - HHS & PROBATION -** Request Board adopt proposed Resolution No. 2020-27 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving the Proposed Purchase of Certain Real Property in Lone Pine (APN: 0050680500) and Authorizing and Ratifying the Health and Human Services Director's Signature on an Agreement and Such Other Documents as may be Necessary to Consummate the Purchase and Close Escrow, Including Signing a Certificate of Acceptance," and authorize the Chairperson to sign.

28. **10:30 A.M. - PUBLIC WORKS - Road Department -** Request Board: A) read title and waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 12.20 to the Inyo County Code and Amending Chapter 12.08 of the Inyo County Code," and schedule enactment for 10:30 a.m. July 7, 2020, in the Board of Supervisors Chambers, County Administrative Center, Independence; and B) approve Resolution No. 2020-28, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting the Inyo County Cost Sharing Policy for the Maintenance of the Streetside Apron," and authorize the Chairperson to sign.

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

29. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

County of Inyo

Child Support Services

CONSENT - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Susanne Rizo

SUBJECT: Approval of Amendment Number 3 to contract for CalServe Inc.

RECOMMENDED ACTION:
Request Board approve Amendment No. 3 to the Agreement between the County of Inyo and CalServe Inc. for the provision of nationwide service of process, extending the term of the agreement from July 1, 2020 to June 30, 2022 and modifying the schedule of fees.

SUMMARY/JUSTIFICATION:
CalServe is a national process server that ensures the service of court paperwork necessary for the establishment or enforcement of a child support order. While there are additional process servers located nationwide, it would be necessary to contact each one individually for any requests. CalServe ensures that we can serve necessary paperwork in a timely fashion and offers a consistent price for this service.

We respectfully request approval of Amendment 3 to the Agreement between the County of Inyo and CalServe Inc. to extend the term of the contract and modify the schedule of fees.

BACKGROUND/HISTORY OF BOARD ACTIONS:
N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose to deny approval of this Amendment. However, this is not staff's recommendation as it would impede our ability to serve necessary documents outside of Inyo and Mono Counties.

OTHER AGENCY INVOLVEMENT:
N/A

FINANCING:
Contingent upon the Board's approval and adoption of future budgets. Child Support Budget 022501 Object Code 5265. No County General Funds.

ATTACHMENTS:
1. CalServe Contract Amendment No. 3

2. CalServe Contract and Subsequent Amendments

APPROVALS:

Ursula Black	Created/Initiated - 6/3/2020
Darcy Ellis	Approved - 6/3/2020
Ursula Black	Approved - 6/3/2020
Sue Dishion	Approved - 6/5/2020
Marshall Rudolph	Approved - 6/5/2020
Amy Shepherd	Approved - 6/5/2020
Aaron Holmberg	Approved - 6/5/2020
Susanne Rizo	Final Approval - 6/5/2020

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CalServe, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and CalServe, Inc., of Los Angeles, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated May 9, 2017, on County of Inyo Standard Contract No. 116, for the term from June 30, 2017 to June 30, 2020.

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:

Extend the term of the agreement from July 1, 2020 to June 30, 2022

Modify pricing per Attachment A.

The effective date of this Amendment to the Agreement is June 30, 2020.

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

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CalServe, Inc.
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: _____
Signature

Jay Jakar
Type or Print

Dated: 5-5-2020

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 RISK ASSESSMENT:

_____
County Risk Manager

RECEIVED

MAY 11 2020

Eastern Sierra
Child Support Services

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CalServe, Inc.
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: _____
Signature

_____
Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Grace Chuchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg
County Risk Manager

ATTACHMENT A

Eastern Sierra Child Support Services
Calserve, Inc.

Price Form

Service Areas	Fee
Mono, Inyo Counties (no in-county service)	$00.00
Alameda, Contra Costa, Fresno, Kern, Los Angeles, Madera, Merced, Orange, Sacramento, San Diego, San Joaquin, San Mateo, Santa Clara, Solano, Stanislaus, Ventura, Yolo Counties	$50.00
All Other California Counties	$80.00
National	$150.00
International	$200.00
Field Locates *	$20.00
Supplemental In-State Locate **	$85.00
Supplemental Nation/International Locate **	$150.00
RUSH	$25.00
Documents returned Not Served or Cancelled after first attempt (per address furnished by LCSA)	$25.00
Stake-outs/wait time (requested) 1 hour minimum	$40.00/hr.
Investigations (requested) 1 hour minimum	$150.00/hr.
In-house copying/printing	No Charge

*Resulting is successful service ** service of process additional

Note: There are no other charges associated with our service (i.e.: attempts, mileage, courier or mailing).

The above pricing represents a firm offer from Calserve, Inc. for contract year July 1, 2020 to June 30, 2021. Should the County wish to exercise an option to extend for additional terms, Calserve reserves the right to review and adjust pricing, subject to mutual agreement, to reflect the actual costs of providing service at that time.

OP ID: MN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/02/2020

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

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

PRODUCER
Alliance Mgt. & Insurance Serv
355 Via Vera Cruz #7
CA Agent/Broker Lic# 0737966
San Marcos, CA 92078
Sean G Nowell

CONTACT NAME: Michelle A Nowell
PHONE (A/C, No, Ext): 760-471-7116 FAX (A/C, No): 760-471-9378
E-MAIL ADDRESS: mnowell@amiscorp.com
PRODUCER CUSTOMER ID #: CALSE-3

INSURED
Calserve, Inc
PO Box 39607
Los Angeles, CA 90039

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acceptance Casualty Ins Comp	10349
INSURER B : Employers Assurance Co.	
INSURER C : United Financial Casualty	11770
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY	X		CP00961914	06/01/2020	06/01/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Errors & Omission						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1.000.000
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
	ANY AUTO						BODILY INJURY (Per person)	$
C	X ALL OWNED AUTOS			03806597-03	06/01/2020	06/01/2021	BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$
A	X HIRED AUTOS			CP00961914	06/01/2020	06/01/2021		
A	X NON-OWNED AUTOS						HNOA	$ 1,000,000
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		EIG2366222	06/01/2020	06/01/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Bus Personal Prop			CP00691914	06/01/2020	06/01/2021	BPP	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Inyo/Mono Eastern Sierra Child Support Services is named as an additional insured with respect to the work performed by the named insured.

Process Service, CA --

CERTIFICATE HOLDER

County of Inyo/Mono
Eastern Sierra Child Support Services
PO Box 1147
Bishop, Ca 93515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michelle A Nowell

POLICY NUMBER: CP00961914

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Automatic Status Included Where Required by Written Contract. All Where Required by Written Contract.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or
B. In connection with your premises owned by or rented to you.

RECEIVED

JUN 21 2018

Eastern Sierra
Child Support Services

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 Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 9th day of May 2017 an order was duly made and entered as follows:

CHILD SUPPORT – CALSERVE CONTRACT AMENDMENT 2	Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to approve Amendment No. 2 to the agreement between the County of Inyo and CalServe Inc. for the provision of nationwide service of process, increasing the not-to-exceed amount to $14,000, extending the term from June 30, 2017 to June 30, 2020, and modifying the schedule of fees; and authorize the Chairperson to sign. Motion carried unanimously, with Supervisor Pucci absent.

WITNESS my hand and the seal of said Board this 9th
Day of May, 2017

KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO* *Other: Child Support* *DATE: May 18, 2017*

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CalServe, Inc
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and CalServe, Inc, of Los Angeles, Ca (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 25, 2014, on County of Inyo Standard Contract No. 116, for the term from January 1, 2013 to June 30, 2017.

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:

Extend the term of the agreement from June 30, 2017 to June 30, 2020.

Increase the not to exceed amount from $9,900 to $14,000.

Amend the schedule of fees to reflect a change in regular counties served and cost of Documents returned Not Served or Canceled after first attempt

The effective date of this Amendment to the Agreement is June 30, 2017.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CalServe, Inc
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 9th DAY OF May, 2017.

COUNTY OF INYO

By: Mark Tillemans

Dated: 5/9/17

CONTRACTOR

By: _____
Signature

_____
Type or Print

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 RISK ASSESSMENT:

_____
County Risk Manager

Eastern Sierra Child Support Services
Calserve, Inc.

Price Form

Service Areas	Fee
Mono, Inyo Counties (no in-county service)	$00.00
Alameda, Contra Costa, Fresno, Kern, Los Angeles, Madera, Merced, Orange, Sacramento, San Diego, San Joaquin, San Mateo, Santa Clara, Solano, Stanislaus, Ventura, Yolo Counties	$45.00
All Other California Counties	$75.00
National	$105.00
International	$150.00
Writs-Out of County	$105.00
Field Locates *	$20.00
Supplemental In-State Locate **	$85.00
Supplemental Nation/International Locate **	$150.00
RUSH	$25.00
Documents returned Not Served or Cancelled after first attempt (per address furnished by LCSA)	$20.00
Stake-outs/wait time (requested) 1 hour minimum	$35.00/hr.
Investigations (requested) 1 hour minimum	$150.00/hr.
In-house copying/printing	No Charge

*Resulting is successful service ** service of process additional

Note: There are no other charges associated with our service (i.e.: attempts, mileage, courier or mailing).

The above pricing represents a firm offer from Calserve, Inc. for contract year July 1, 2017 to June 30, 2020. Should the County wish to exercise an option to extend for additional terms, Calserve reserves the right to review and adjust pricing, subject to mutual agreement, to reflect the actual costs of providing service at that time.

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CalServe, Inc
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: Mark Tillemans

Dated: _____

CONTRACTOR

By: _____
Signature

Jay Jakar
Type or Print

Dated: 4-6-17

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 RISK ASSESSMENT:

M Baker
County Risk Manager

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CalServe, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and CalServe, Inc, of Los Angeles, Ca (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 25, 2014, on County of Inyo Standard Contract No. 116, for the term from January 1, 2013 to June 30, 2017.

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:

Increase the not to exceed amount from $5000.00 to $9,900.00.

The effective date of this Amendment to the Agreement is January 1, 2016.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CalServe, Inc
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 25th DAY OF February, 2016.

COUNTY OF INYO

By: _____

Dated: 02-25-2016

CONTRACTOR

By: _____
Signature

_____
Type or Print

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 RISK ASSESSMENT:

_____
County Risk Manager

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CalServe, Inc
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: 02-25-2016

CONTRACTOR

By: _____
Signature

JAY JAKAR - PRESIDENT
Type or Print

Dated: 1-13-16

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 RISK ASSESSMENT:

_____
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 Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 9th day of May 2017 an order was duly made and entered as follows:

CHILD SUPPORT – CALSERVE CONTRACT AMENDMENT 2	Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to approve Amendment No. 2 to the agreement between the County of Inyo and CalServe Inc. for the provision of nationwide service of process, increasing the not-to-exceed amount to $14,000, extending the term from June 30, 2017 to June 30, 2020, and modifying the schedule of fees; and authorize the Chairperson to sign. Motion carried unanimously, with Supervisor Pucci absent.

WITNESS my hand and the seal of said Board this 9th
Day of May, 2017

KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO* *Other: Child Support* *DATE: May 18, 2017*

AGREEMENT BETWEEN COUNTY OF INYO
AND Calserve, Inc.
FOR THE PROVISION OF Process Server **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Process Server services of Calserve, Inc. of Los Angeles, 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 Susanne Rizo, whose title is: Director, Child Support. 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, county, 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 January 1, 2013 to June 30, 2017 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 Five Thousand 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. 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 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, 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. 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. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. 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.

10. 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.

11. 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 costs which is caused in whole or in part by any act or omission of the Contractor, its 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.

12. 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.

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. 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.

15. 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.

16. 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.

17. 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-four (24) below.

18. CONFIDENTIALITY.

Contractor 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.

19. 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.

20. 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.

21. 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.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding falls, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying 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-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. 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.

25. 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 Eastern Sierra Child Support	Department
230 West Line Street	Street
Bishop, CA 93514	City and State

Contractor: Calserve, Inc.	Name
P.O. Box 39607	Street
Los Angeles, CA 90039-0607	City and State

26. 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 Calserve, Inc.
FOR THE PROVISION OF Process Server SERVICES

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

COUNTY OF INYO

By: _____

Dated: 02-25-2014

CONTRACTOR

By: _____
Signature

JAY JAKAR
Print or Type Name

Dated: 01.08.14

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

RECEIVED

JAN 1 3 2014

Eastern Sierra
Child Support Services

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Calserve, Inc.
FOR THE PROVISION OF Process Server **SERVICES**

TERM:

FROM: January 1, 2013 **TO:** June 30, 2017

SCOPE OF WORK:

See attached Scope of Work (pages 1-4).

SCOPE OF WORK

Contractor shall provide Civil and Legal Process Services, including but not limited to documents entitled: Summons and Complaint; Summons and Petition; Order to Show Cause; Subpoenas; Expedited Process; Judgment; Court Order after Hearing; Order of Examination; Court Order to Appear for financial Evaluation; Notice of Hearing; Instructions for Court; Writs of Execution; etc.

Services shall meet all legal requirements for the service of process. During the term of the contract, Contractor shall perform the following obligations:

1. Contractor shall be accessible and available to the County at all times during regular business hours from 8:00 am to 5:00 pm, Monday through Friday.

2. Contractor shall receive service of process documents by US Mail, PDF file, Fax or CSE E-Process Server. This shall be on an as-needed basis according to the County's needs.

3. Contractor shall have the ability to electronically receive service packages for service.

4. Contractor shall serve process in all California counties.

5. Contractor shall serve process in all National and International venues.

6. Contractor shall process Writs of Execution, attachment or Possession/Claim and Delivery from the County, perform necessary processing at the county of service Sheriff's Office, and effect service in that county as directed by the County.

7. Contractor shall provide the County with any "locate" information that may become known through the attempts to effect service or "Field Locates" that is different from the information provided by the County at the time of referral, including but not limited to home address and telephone number, employer address and telephone number, address where service was effected and any other information discovered pertaining to the person being served.

8. Contractor shall comply with all statutory and service deadlines specified in this Scope of Work. The County shall periodically audit cases for compliance with this requirement. No payment must be made for any service which occurs after a deadline or is found to have been served in a manner other than that specified by the law under which that service is to be affected.

9. Contractor shall, when appropriate, make arrangements for special time frames and special handling of individual cases. This will be arranged between the County Site Coordinator and the Contractors' designee.

10. During the time that the Contractor has the service documents in its possession, it must report the status of all open cases every thirty (30) days or as may be requested by the County. The Contractor will provide the County with Web access to it database for instant case status. The County will submit to the Contractor a list of authorized County personnel for Web Access. The Contractor will issue and control passwords for access.

11. The County shall provide to Contractor, at the time the case is assigned to the Contractor, all known valid addresses for service, whether of a residence or business. Once Contractor has received the documents, it must continue its attempts at service until:

    a. The documents are served in the prescribed manner or until forty-five (45) days have expired. If the Contractor has developed information that the Contractor believes will lead to a valid service of the documents, an additional fifteen (15) days may be granted to the Contractor for locate and service of the documents. These locates must be deemed to be "Field Locates" and be billed at the agreed to rate in (Exhibit).

    b. The time for service has expired; and

    c. Contractor has determined that further attempts at service at the address supplied by the County or discovered by the Contractor would be futile.

12. Contractor shall within 7 business days of termination of its attempts at service for any of the reasons specified above, return to the County at the designated location the Notice of Not Found/Returned Not Served, and the service documents.

13. Where substituted service is authorized, Contractor shall comply with reasonable diligence requirements (CCP 415.20(b)) before proceeding with substituted service, and must comply with all formal requirements, including, but not limited to, mailing a copy of the documents served to the address where the documents were delivered and completing the Proof of Service and Declaration of Due Diligence. These documents must be delivered to the County no later than the 7th business day after the date of mailing of the service documents.

14. Contractor shall be able to affect service within a reasonable time in the State of California and all National and International venues or make three unsuccessful attempts at service and return the document to County within 45 days.

15. In all instances, two (2) proofs of service forms must be completed and returned to the County. One proof of service must have a stamp, in lieu of signature, stating: "signature

on file" and must contain the service address information of the individual served. The redacted proof must not contain any address information, but in the address space, the following clause

"Pursuant to Family Code Section 17212, the address for service on the above named party is on record at the local child support enforcement agency. Said address may be released upon an order from the court pursuant to Family Code Section 17212 (c)(6)."

16. In addition to the completed proof of service, the Contractor shall fully document all attempts at service, to include date, time, place and manner in which the party was located, and other pertinent circumstances, and must retain such information in its records whether service is successful or unsuccessful. Such information must be made available to the County upon request and must be produced at any court proceeding at which the validity of service is an issue.

17. Subpoenas and Subpoenas Duces Tecum must be served as expeditiously as possible and the completed proof of service returned to the County at least two (2) business days prior to the hearing. In special circumstances the Contractor will furnish the County with a faxed copy of the original proof of service. In this instance, the County must be in receipt of the original within 3 business days of the copy being faxed.

18. Contractor shall make efforts to maximize successful process service, including attempts at different times of the day or night, and different days of the week (including Saturdays, Sundays and holidays).

19. In the event that a party who has been served with a document pursuant to the agreement denies that he has been served, the Contractor shall at no additional cost have the process server or other competent witness available to:

    a. Discuss the case with the County attorney handling the case, or his/her designee.

    b. Sign necessary declarations or affidavits.

    c. Testify at court hearings or depositions without the need for subpoena or subpoena duces tecum.

20. Contractor shall meet all legal requirements for service of process and comply with all statutory requirements which include but are not limited to the following:

1. Penal Code Section 602.8 (c) (3)
2. Business & Professional Code Sections 22350 – 22360
3. Military & Veteran's Code Section 390
4. Code of Civil Procedure Sections 262.2, 412.10 – 417.40, 487.020, 680.330, 687.040, 687.050, 706.108, 715,040, 1011(a)(b), 1012, 1013, 1013(a), 1015, 1016,, 1017, 1019.5, 1020, 1073, 1096, 1985, 1985.3, 1985.6, 1985.7, 1986.5, 1987, 1987.5, 1988,2020 (f)

Family Code Section 17212

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Calserve, Inc.
FOR THE PROVISION OF Process Server SERVICES

TERM:

FROM: January 1, 2013 TO: June 30, 2017

SCHEDULE OF FEES:

Price Form

Service Areas	Fee
Mono, Inyo Counties (no in-county service)	$00.00
Alameda, Contra Costa, Fresno, Kern, Madera, Merced, Orange, Sacramento, San Benito, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Ventura, Yolo Counties	$45.00
All Other California Counties	$75.00
National	$105.00
International	$150.00
Writs-Out of County	$105.00
Field Locates *	$20.00
Supplemental In-State Locate **	$85.00
Supplemental Nation/International Locate **	$150.00
RUSH	$25.00
Documents returned Not Served or Cancelled after first attempt	$20.00
Stake-outs/wait time (requested) 1 hour minimum	$35.00/hr
Investigations (requested) 1 hour minimum	$150.00/hr
In-house copying/printing	No Charge

*Resulting is successful service ** service of process additional

Note: There are no other charges associated with our service (i.e.: attempts, mileage, courier or mailing).

The above pricing represents a firm offer from Calserve, Inc. for contract year 2013 – 2014. It shall remain in effect for a period of one year from the date of contract or purchase order award with an option for additional terms. Should the County to exercise an option to extend for additional terms, Calserve reserves the right to review and adjust pricing, subject to mutual agreement, to reflect the actual costs of providing service at that time.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Calserve, Inc.
FOR THE PROVISION OF Process Server SERVICES

TERM:

FROM: January 1, 2013 TO: June 30, 2014

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 appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate.

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 contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and 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 23 37 forms if later revisions used).

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 effect 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 Dat***e 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

County Administrator

CONSENT - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Clint Quilter

SUBJECT: Amendment 1 to Joint Occupancy Agreement (Inyo Historic Courthouse)

RECOMMENDED ACTION:
Request Board approve Amendment No. 1 to the Joint Occupancy Agreement (Inyo Historic Courthouse) between the County of Inyo and the Judicial Council of California, to temporarily use and occupy certain space respectively within each other's Exclusive-Use Areas, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:
It has become necessary to adjust the areas of use by the County and by the Courts at the Inyo County Historic Courthouse. This has been driven by the need to provide additional space for the Treasurer/Tax Collector's office. As part of this adjustment, additional area will be provided for the Clerk-Recorder's office as well. County exclusive-use area will increase from 66% of the building to 68.43% of the building. The Court exclusive-use area will decrease from 34% to 31.57%

This change has a minimal cost impact to the County.

Attached is a draft agreement that is not expected to change. The final agreement will be available prior to the your Board meeting.

BACKGROUND/HISTORY OF BOARD ACTIONS:
N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving the agreement will result in not having adequate office space for the operations of the Treasurer/Tax Collector's office.

OTHER AGENCY INVOLVEMENT:
Judicial Council of California
Auditor's Office

FINANCING:
Minimal additional County cost.

ATTACHMENTS:

1. Amendment 1 to JOA - Inyo Historic Courthouse

APPROVALS:

Clint Quilter	Created/Initiated - 6/11/2020
Darcy Ellis	Approved - 6/11/2020
Clint Quilter	Approved - 6/11/2020
Marshall Rudolph	Approved - 6/11/2020
Amy Shepherd	Final Approval - 6/11/2020

FIRST AMENDMENT TO
JOINT OCCUPANCY AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA
AND THE COUNTY OF INYO
(INYO HISTORIC COURTHOUSE)

This FIRST AMENDMENT TO JOINT OCCUPANCY AGREEMENT (**"First Amendment"**) is made and entered into on _____, 20____ (**"First Amendment Effective Date"**), by and between the Judicial Council of California (**"Judicial Council"**) and the County of Inyo (**"County"**). For purposes of this First Amendment, the Judicial Council and County are each a **"Party"** and may be referred to collectively herein as the **"Parties."**

RECITALS

A. The Judicial Council, on behalf of the Superior Court of California, County of Inyo (**"Court"**), and County entered into that certain Joint Occupancy Agreement, dated April 25, 2008 (**"JOA"**), setting forth the Parties' shared possession, occupancy, and use of the court facilities commonly known as the Inyo Historic Courthouse (**"Building"**) (Court Facility No. 14-A1), located at 168 N. Edwards Street, Independence, California (**"Real Property"**).

B. The Parties seek, by this First Amendment, to temporarily use and occupy certain space respectively within the other Parties' Exclusive-Use Areas in the Building. In particular, for the term of this First Amendment, the County will use an additional 454 square feet on the first floor of the Building, and the Court will use an approximately 100 additional square feet on the second floor of the Building.

C. The Court anticipates relocating court operations from the Building to a modular facility as set forth in the Lease Agreement by and Between the County of Inyo and the Judicial Council of California for County Property to be Used for Construction and Operation of the New Independence Courthouse effective December 1, 2016, and the first amendment thereto dated November 20, 2017 (**"Lease"**). The Parties further anticipate that, unless sooner terminated, the use and occupancy of the other Parties' Exclusive-Use Areas as set forth in this First Amendment will terminate upon the Equity Reduction Commencement Date, as that term is defined in the Lease.

D. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the "Judicial Council" for the "Administrative Office of the Courts" or the "AOC" in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any Party.

E. The Parties now desire to amend the JOA to adjust their respective Exclusive-Use Areas and Shares in the Property, and to make other changes deemed necessary and helpful by the Parties, as set forth herein this First Amendment.

NOW, THEREFORE, the Judicial Council and County do hereby agree to amend the JOA as follows:

1. Incorporation of Recitals; Defined Terms. The Parties agree the foregoing Recitals are true and correct, and are incorporated into this First Amendment by this reference. Unless otherwise defined in this First Amendment, any capitalized term shall have the meaning prescribed to it in the JOA.

2. Amendment of "AOC" to "Judicial Council." All references to "Administrative Office of the Courts" or "AOC" in the JOA shall be replaced by "Judicial Council" or "Council" with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the "Administrative Office of the Courts" or "AOC" in the JOA.

3. Adjustment of Exclusive-Use Areas and Shares. The following definitions set forth in section 2 of the JOA, *Definitions*, are hereby deleted in their entirety and replaced with the following:

> **"County Exclusive-Use Area"** means the 11,402 square feet of the floor space in the Building, which is exclusively occupied and used by the County as depicted on the **Revised Attachment "2"** to this First Amendment.
>
> **"County Share"** means 68.43%, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the County.
>
> **"Court Exclusive-Use Area"** means the 5,261 square feet of the floor space of the Building that are exclusively occupied and used by the Court, as depicted on **Revised Attachment "2"** to this First Amendment.
>
> **"Judicial Council Share"**[1] means 31.57 %, which is the percentage of the Total Exclusive-Use Area occupied by the Court.

[1] For clarity, in compliance with rule 10.81 of the California Rules of Court, the term "Judicial Council Share" in this First Amendment amends and replaces the term "AOC Share" in the JOA which is deleted in its entirety.

4. Revised Site Plan. The *Site Plan of Real Property* depicted in Attachment "2" to the JOA is hereby deleted in its entirety and replaced with the Revised Attachment "2" reflecting the changes provided herein this First Amendment (**"Revised Site Plan of Real Property"**), which is attached to this First Amendment as **Revised Attachment "2" to JOA** and incorporated herein.

5. First Amendment Term & Termination.

5.1. This First Amendment shall commence on the First Amendment Effective Date (**"Commencement Date"**), and shall continue until terminated as set forth below.

5.2. This First Amendment shall terminate upon the earlier of the following occurrences:

5.2.1. The Equity Reduction Commencement Date, as such term is defined in the Lease; or

5.2.2. Termination as set forth in Section 5.3.

5.3. Either Party shall have the right and option to terminate this First Amendment, with or without cause, at any time by giving 120 days' prior written notice of the termination to the other Party.

6. Notices.

6.1. Section 12 of the JOA, *Notices*, is hereby deleted in its entirety and replaced with the following:

> Any notice or communication required to be sent to a Party pursuant to this JOA must be sent in writing by personal delivery (including overnight courier services) or certified U.S. mail, postage pre-paid and with return receipt requested, to the addresses indicated below. Routine exchange of information may be conducted via telephone, facsimile, and/or electronic means, including e-mail.

If to the Judicial Council:

Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

With a copy to:

Judicial Council of California
Legal Services
Attention: Supervising Attorney, Real Estate Unit
455 Golden Gate Avenue, 5th Floor
San Francisco, CA 94102
Voice: 415-865-4967

In addition, all audit requests and notices by the County relating to termination of this JOA or alleged breach or default by the Judicial Council of this JOA must also be sent to:

Judicial Council of California
Branch Accounting and Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue, 6th floor
San Francisco, CA 94102
Voice: 415-865-7989
Fax: 415-865-4326

If to the County:

Inyo County
Administrative Officer
P.O. Drawer N
Independence, CA 93526
Voice: 760-878-0292

With a copy to:

Inyo County
County Counsel
P.O. Box M
Independence, CA 93526
Voice: 760-878-0229

A Party may change its address for notice under this JOA by giving written notice to the other Party in the manner provided in this section 12. Any notice or communication sent under this section 12 will be deemed to have been duly given as follows: (i) if by personal delivery, on the date actually received by the addressee or its representative at the address provided above; or (ii) if sent by certified U.S. mail, return receipt requested, on the first business day that is at least three calendar days after the date deposited in the U.S. mail.

7. No Other Changes. Except as it is expressly amended pursuant to this First Amendment, the JOA remains in full force and effect as originally signed and approved by the Judicial Council and County. In the event of any conflict between the JOA and this First Amendment, the terms of this First Amendment shall prevail.

8. Governing Law. This First Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles.

9. Authority; Binding Effect. The Judicial Council and County each represents and warrants that the individual signing this First Amendment on behalf of such Party is duly authorized to execute and deliver this First Amendment on behalf of such Party. This First Amendment shall apply to, bind, and inure to the benefit of the Parties, and their respective governing boards, officers, members, legal representatives, successors, and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this First Amendment has been executed as of the dates written below.

JUDICIAL COUNCIL OF CALIFORNIA

By: _____
Name: Stephen Saddler
Title: Manager, Contracts
Date: _____

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

By: _____
Name: Maggie W. Stern
Title: Attorney
Date: _____

COUNTY OF INYO

By: _____
Name: Matt Kingsley
Title: Chair, Board of Supervisors
Date: _____

ATTEST:
Clint G. Quilter
County Administrative Officer
Clerk of the Board

By: _____
Deputy Clerk

APPROVED AS TO FORM:
Marshall Rudolph
Inyo County Counsel

By: _____
Name: _____
Title: Deputy County Counsel
Date: _____

REVISED ATTACHMENT "2" TO JOA

REVISED SITE PLAN OF REAL PROPERTY

County of Inyo

County Administrator

CONSENT - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Denelle Carrington

SUBJECT: Approval of Contract for Autopsy Services

RECOMMENDED ACTION:
Request Board: A) declare Eva S. Wasef, M.D. a sole-source provider of autopsy services in Inyo County; and B) approve the contract with Eva S. Wasef, M.D. for autopsy services for the term of July 1, 2020 through June 30, 2022 for a total contract amount not to exceed $85,000, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:
Dr. Eva Wasef's current contract expires June 30, 2020. She has graciously worked with the Coroner's Office for the past several years as the Coroner's autopsy surgeon. She is a pathologist at Northern Inyo Hospital and is currently the only pathologist in Inyo County. There is no one with her expertise and laboratory availability to assist the Coroner. She is able to provide microscopic studies and immediate toxicology services when needed to determine the cause of death. Her services are a tremendous benefit to the County.

The Sole Source justification is warranted based on her expertise, lower expense and her local proximity to the Coroners' Office.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose to not approve this contract, which would impact the job of the Coroner, and not allow him to move forward appropriately and fulfill his duties as Coroner.

OTHER AGENCY INVOLVEMENT:

FINANCING:
This expense will be budgeted in the Coroner's Budget (023500) each year in Professional Services (5265).

ATTACHMENTS:
1. Wasef Contract 2020-2022

APPROVALS:

Denelle Carrington	Created/Initiated - 6/2/2020
Darcy Ellis	Approved - 6/2/2020
Denelle Carrington	Approved - 6/3/2020
Sue Dishion	Approved - 6/3/2020
Marshall Rudolph	Approved - 6/3/2020
Amy Shepherd	Final Approval - 6/4/2020

AGREEMENT BETWEEN COUNTY OF INYO
AND Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Autopsy services of Eva S. Wasef, M.D. of Pasadena, 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 Jason Molinar, whose title is Coroner. 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, county, 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 07/01/2020, to 06/30/2022, 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 C) 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

$85,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. 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, 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. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. 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.

11. 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 costs which is caused in whole or in part by any act or omission of the Contractor, its 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.

12. 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.

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. 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.

15. 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.

16. 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.

17. 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-three (23) below.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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-three (23) (Amendment).

23. 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.

24. 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:

Coroner	Department
325 West Elm Street	Address
Bishop, CA 93514	City and State

Contractor:

Eva S. Wasef, M.D.	Name
500 Madeline Drive	Address
Pasadena, CA 91105	City and State

25. 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 Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy SERVICES

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

COUNTY OF INYO:

By: _____

Dated: _____

CONTRACTOR:

By: Eva S. Wasef
Type or Print Name

Eva S. Wasef
Signature

Dated: 4/26/20

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

s:County Counsel/Contracts/MiscContracts/PhysII.116

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 07/01/2020 **TO:** 06/30/2022

SCOPE OF WORK:

Autopsy Services

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 07/01/2020 **TO:** 06/30/2022

SCHEDULE OF FEES:

Gross Complete Autopsy.....$1,200.00

External examination and review of medical records to determine the cause of death.....$ 600.00

Transcription.....$ 60.00

Processing Fee.....$ 120.00

Reimbursement of microscopic tests required to determine the cause of death.....$ 300.00

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 07/01/2020 **TO:** 06/30/2022

SEE ATTACHED INSURANCE PROVISIONS

County of Inyo

County Administrator

CONSENT - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Denelle Carrington

SUBJECT: Approval of Contract Amendment for Public Defender Services

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RECOMMENDED ACTION:
Request Board approve Amendment No. 2 to the contract between County of Inyo and Gerard B. Harvey for The Provision of Professional Services As A Public Defender (Misdemeanors - North County) extending the end date to June 30, 2023, increasing the contract amount by $396,000, pending adoption of future budgets, and authorize the Chairperson to sign, contingent on all signatures being obtained.

SUMMARY/JUSTIFICATION:
The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender services, or conflicts exist between the County's Contract Public Defenders, the Court may appoint other attorneys ("Non-Contract" or "Out-of-Contract" Public Defenders) to provide indigent legal services. Attorneys appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

On December 18, 2018, your Board took action to approve the original contract with Gerard B. Harvey. On May 21, 2019 your Board took action to approve Amendment #1 to continue to provide adequate Public Defender services. The amendment being presented today will continue the effort to continue to provide the Public Defender services that the County is required to provide.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose to deny the approval of the amendment to extend the contract with the Public Defender, however, this is not advised as this amendment will satisfy the County's obligation to provide indigent legal services in an efficient and cost-effective manner.

OTHER AGENCY INVOLVEMENT:
County Counsel

FINANCING:

Funding for this amendment will be budgeted in the Public Defenders Budget #022600 in Professional Services object code (5265). The amendment total is $396,000 for a total contract amount not to exceed $594,000.

ATTACHMENTS:

1. Harvey Amendment 2
2. Harvey Amendment 1
3. Harvey Original Contract

APPROVALS:

Denelle Carrington	Created/Initiated - 6/2/2020
Darcy Ellis	Approved - 6/2/2020
Denelle Carrington	Approved - 6/3/2020
Sue Dishion	Approved - 6/8/2020
Marshall Rudolph	Approved - 6/8/2020
Amy Shepherd	Final Approval - 6/8/2020

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gerard B. Harvey
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gerard B. Harvey, of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated December 18, 2018 and May 21, 2019, on County of Inyo Standard Contract No. 160, for the term from January 1, 2019 to June 30, 2020.

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:

2. TERM.

The term of this Agreement shall be from January1, 2019 to June 30, 2023.

In Attachment B, Agreement Between County of Inyo and Gerard B. Harvey for the provision of professional services as a contract Public Defender, the following is amended to read as follows:

1. COMPENSATION

Change the following:

A. From January 1, 2019 through June 30, 2023; $594,000/$11,000per mo.

Add language: On or before July 1, 2021, and every July 1st thereafter, Contractor and the County may review and discuss whether an adjustment to said monthly compensation may be appropriate. Any agreed upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference.

The effective date of this Amendment to the Agreement is July 1, 2020.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gerard B. Harvey
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: _____
Signature

GERARD B. HARVEY
Type or Print

Dated: 5/29/20

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 RISK ASSESSMENT:

_____
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 21st day of May 2019 an order was duly made and entered as follows:

Public Defender – Gerard B. Harvey Contract Amendment 1	Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to approve Amendment No. 1 to the contract between the County of Inyo and Gerard B. Harvey for the provision of professional services as a Public Defender [Misdemeanors – North County], extending the end date to June 30, 2020 and increasing the contract amount by $132,000 for an amount not to exceed $198,000, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Chairperson Pucci absent.

WITNESS my hand and the seal of said Board this 21st
Day of May, 2019

CLINT G. QUILTER
Clerk of the Board of Supervisors

By: _____

Routing
CC Purchasing Personnel Auditor CAO Public Defender Other: DATE: May 24, 2019

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Approval of Contract Amendment for Public Defender Services

DEPARTMENTAL RECOMMENDATION

Request your Board approve Amendment #1 between County of Inyo and Gerard B. Harvey for The Provision of Professional Services As A Public Defender [Misdemeanors – North County] extending the end date to June 30, 2020, 2019, increasing the contract amount by $132,000 for an amount not to exceed $198,000, pending adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.

SUMMARY DISCUSSION

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender services, or conflicts exist between the County's Contract Public Defenders, the Court may appoint other attorneys ("Non-Contract" or "Out-of-Contract" Public Defenders) to provide indigent legal services. Attorneys appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

On December 18, 2018, your Board took action to approve the original contract with Gerard B. Harvey, to ensure the provision of adequate Public Defender services, and to minimize potential conflicts (and provide coverage when conflicts exist. The amendment being presented today will continue the original effort and continue to provide the Public Defender services that the County is required to provide.

ALTERNATIVES

Your Board could choose to deny the approval of the amendment to extend the contract with this Public Defender, however, this is not advised as this amendment will satisfy the County's obligation to provide indigent legal services in an efficient and cost-effective manner.

OTHER AGENCY INVOLVEMENT

County Counsel

FINANCING

Funding for this amendment will be budgeted in the Public Defenders Budget #022600 in the Professional Services object code (5265). The amendment total is $132,000 for a total contract amount not to exceed $198,000.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date 04/26/2019
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: MKA Date 5/2/19
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 5/6/19

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 5/13/19

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gerard B. Harvey
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gerard B. Harvey, of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated December 18, 2018, on County of Inyo Standard Contract No. 160, for the term from January 1, 2019 to June 30, 2019.

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:

2. TERM.

The term of this Agreement shall be from January 1, 2019 to June 30, 2020.

In Attachment B, Agreement Between County of Inyo and Gerard B. Harvey for the provision of professional services as a contract Public Defender, the following is amended to read as follows:

1. COMPENSATION

Change the following:

A. From January 1, 2019 through June 30, 2020; $198,000/$11,000 per mo.

The effective date of this Amendment to the Agreement is July 1, 2019.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gerard B. Harvey
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 28th DAY OF May, 2019.

COUNTY OF INYO

By: _____

Dated: 05-28-19

CONTRACTOR

By: _____
Signature

GERARD B. HARVEY
Type or Print

Dated: 4/23/19

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 RISK ASSESSMENT:

_____
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 18th day of December 2018 an order was duly made and entered as follows:

Public Defender – Gerard B. Harvey Contract	Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve the agreement between the County of Inyo and Gerard B. Harvey for the provision of Professional Services as a Public Defender (Misdemeanors – North County) for the period of January 1, 2019 through June 30, 2019, in an amount not to exceed $66,000 and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

WITNESS my hand and the seal of said Board this 18th
Day of December, 2018

CLINT G. QUILTER
Clerk of the Board of Supervisors

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO Public Defender* *Other:* *DATE: December 18, 2018*

For Clerk's Use Only:
AGENDA NUMBER

13

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: December 18, 2018

SUBJECT: Approval of Contract Agreement for Public Defender Services

DEPARTMENTAL RECOMMENDATION

Request your Board approve the agreement for public defender services between the County of Inyo and Gerard B. Harvey for The Provision of Professional Services As A Public Defender [Misdemeanors – North County] for the period of January 1, 2019 through June 30, 2019, in an amount not to exceed $66,000 and authorize the Chair to sign.

SUMMARY DISCUSSION

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender services, or conflicts exist between the County's Contract Public Defenders, the Court may appoint other attorneys ("Non-Contract" or "Out-of-Contract" Public Defenders) to provide indigent legal services. Attorneys appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

The current Public Defender providing services to the North County (misdemeanors) gave her notice and her last day with the County is December 31, 2018. Approving this contract ensures that there is no gap in the services provided by the public defenders.

To ensure the provision of adequate Public Defender services, and in an effort to minimize potential conflicts (and provide coverage when conflicts exist), the County's Public Defender contracts are generally structured to divide Public Defender services between the juvenile and the adult courts, and each Public Defender is assigned primary and secondary responsibilities; usually with priorities for conflict coverage assigned within each responsibility area. For example, one contractor might have primary responsibility for felony appointments (first priority), misdemeanors – North County (second priority), misdemeanors – South County (third priority) with secondary obligations for all other conflict matters including dependency, delinquency, mental health and child support cases, as well as advocating for patients' rights. In this manner, the County is able to ensure reasonable coverage for legal representation that the County is required to provide before the various courts for qualified indigent persons.

ALTERNATIVES

Your Board could choose not to approve the contract, however, this is not advised as this will assist in satisfying the County's obligation to provide indigent legal services.

OTHER AGENCY INVOLVEMENT

The County Counsel's Office assisted in reviewing both the standard contract to ensure the contract continued to meet the County's needs.

FINANCING

Funding for this contract is currently budgeted in the Public Defenders Budget #022600 in the Professional Services object code (5265). The negotiated contract amount is $11,000 per month, for a total amount not to exceed $66,000.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 12/7/18
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 12/10/2018
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: yes Date 12/12/18

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 12/11/18

AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
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 **GERARD B. HARVEY** of **Bishop, CA** (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 January 1, 2019 to June 30, 2019.

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' 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 required 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 any books, documents, papers, records, including, but not limited to, financial records of Contractor, which are not otherwise legally privileged information, and 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.

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 A-1) 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.

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:	
Gerard B. Harvey, Esq.	Name
P.O. Box 1701	Street
Bishop, CA 93514	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.

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AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS DAY OF December 18, 2018.

COUNTY OF INYO

By: _____

Dated: 12-18-18

CONTRACTOR

By: _____
Signature

GERARD B. HARVEY

Dated: 12/11/18

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

dg/Contracts/PubDefender/Gerard B. Harvey

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

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 Conflicts Coverage Table, Attachment A-1 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 Conflicts Coverage Table, Attachment A-1 to this Agreement.

E. TIME CONFLICT CASES LIMITATION. Contractor shall 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 cannot performed for a period of not more than thirty (30) consecutive calendar days.

F. WAIVER. The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

SCOPE OF WORK:

1. A defendant charged with a Felony;

2. A defendant charged with a capitol or other serious offense in which the death penalty or life imprisonment without possibility of parole is a possible sanction;

3. A minor, who, if charged and tried as an adult, may face the death penalty or life imprisonment without the possibility of parole;

4. A minor or parent(s) on a Writ arising out of a dependency case in which the Contractor represents such minor or parent(s).

G. 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 A-1

AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

COVERAGE TABLE:

During the period of this Agreement, Contractor shall provide public defender services as set forth below:

Primary Obligations:

Misdemeanors, North County
Sexually Violent Predator Cases

Primary Conflict Case Priorities:

First Priority: Misdemeanors, South County
Second Priority: Felony Cases, North and South County

Secondary Obligations:

All other Conflict matters, including Delinquency, Dependency, 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.

Note: The Table listed 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.

PubDfdrA-1CoverageTable.Gerard B. Harvey No.County Misdemeanors

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND GERARD B. HARVEY FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor on or before the first (1st) 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. From January 1, 2019 through June 30, 2019; $66,000.00/$11,000.00 per mo.

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 $75.00 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.]

ATTACHMENT B - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

SCHEDULE OF FEES:

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-1, with the exception of the representation of parties in matters arising under WIC section 300.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:

1. 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 GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

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 GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

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 appropriates 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 Dat***e 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

County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Sue Dishion

SUBJECT: Approval of Contract for Legal Services-General Labor and Employment Advice and Representation

---

RECOMMENDED ACTION:
Request Board approve the contract between the County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo for the provision of Legal Services-General Labor and Employment Advice, in the amount of $320,000 for the term of July 1, 2020 through June 30, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign the contract and HIPPA Business Associate Agreement.

SUMMARY/JUSTIFICATION:
The firm provides the County with advice and representation in specialized employment and labor law matters. It is recommended that the County contract with Atkinson, Andelson, Loya, Ruud & Romo for these legal services. The County previously had utitlized the services of their partner Irma Rodriguez Moisa to provide advice and representation in other employment and labor law matters.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County could decline to approve the Agreement with Atkinson, Andelson, Loya, Ruud & Romo and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature of the legal services required.

OTHER AGENCY INVOLVEMENT:

FINANCING:
The Personnel Department has budgeted for this contract in FY 2020/2021 Personnel Budget Unit 010800.

ATTACHMENTS:
1. FY 20-21 Atkinson Contract
2. FY 20-21 Atkinson Contract ATTACHMENT A-1 HIPPA

APPROVALS:

Monica Tinlin	Created/Initiated - 6/5/2020
Darcy Ellis	Approved - 6/5/2020
Monica Tinlin	Approved - 6/5/2020
Sue Dishion	Approved - 6/5/2020
Marshall Rudolph	Approved - 6/5/2020
Amy Shepherd	Approved - 6/5/2020
Sue Dishion	Final Approval - 6/5/2020

AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDLESON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of **IRMA RODRIGUEZ, MOISA** of **Atkinson, Andelson, Loya, Ruud & Romo** 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 the, County Administrator, County Counsel, or their respective designee. 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, 2021** 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the Office of County Counsel. 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 Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment **C**, or which are incurred by the Contractor without the prior approval of the County.

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 requested by County 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 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.

E. 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, including travel and per diem expenses, if any, shall not exceed **$320,000.00** 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, including travel or per diem, which is in excess of the contract limit.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor 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. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, 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 Contractor on the last day of the month.

G. 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 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, 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. 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. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment **B**), 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 D 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:	
Personnel Department	Department
P.O. Box 249	Address
Independence, CA 93526	City and State
CONTRACTOR:	
Atkinson, Andelson, Loya, Ruud & Romo	Name
12800 Center Court Drive, Suite 300	Address
Cerritos, CA 90703	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 ATKINSON, ANDELSON, LOYA, RUUD& ROMO
FOR THE PROVISION OF LEGAL SERVICES

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

COUNTY OF INYO

By:_____

Dated:_____
Type or Print Name

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

CONTRACTOR

By:_____
Signature

_____

Dated:_____

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2020 TO: June 30, 2021

SCOPE OF WORK:

Contractor shall provide general labor and employment advice and representation upon request of Client.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2020 TO: June 30, 2021

SCHEDULE OF FEES:

1. COMPENSATION

Partners:	$315-$380
Associates:	$225-$275
Paralegals/Law Clerks:	$195/hr.

Contractor shall reserve the right to increase these rates upon sixty (60) days' notice.

2. INCIDENTAL EXPENSES

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purpose of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of Client with Client's prior approval in the event a particular cost item exceeds $2,000.00 in the amount and without the prior approval of Client in the event a particular cost item totals $2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and work processing, long distance telephone charges, fax/telecopy charges (at$.20 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees investigative fees, etc.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2020 TO: June 30, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the county's request and billed at 50% rate of the hourly rate.

Per diem travel from portal to portal **will be** at the current IRS rate.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2020 TO: June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT A-1

AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: July 1, 2020 TO: June 30, 2021

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity ("CE"), and of **IRMA** RODRIGUEZ MOISA of Atkinson, Andelson, Loya, Ruud & Romo, referred to herein as Business Associate ("BA"). This Agreement is effective as of ___ July 1, 2020_____ **,**(the "Agreement Effective Date").

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health ("CIMH"), herein referred to as ("Contract"), some of which may constitute Protected Health Information ("PHI") defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered** Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

I. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

l. **Security Rule** shall mean the HIPAA Regulation that is codified at.45 C.F.R. Parts 160 and 164, Subparts A and C.

m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE (45 C.F.R. Sections164.504(e)(2)(ii)(A)and164.504(e)(4)(i)

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b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach (42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes . BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates (42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(?); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B);45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. (42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery (42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530{f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy

Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE (45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum **Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. (42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)) BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination Is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand ad agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in **Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Benefich!11ries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY	BUSINESS ASSOCIATE
County of Inyo By:_____	By:_____
Print Name:_____	Print Name_____
Title:_____	Title:_____
Date:_____	Date:_____

County of Inyo

County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Leslie Chapman

SUBJECT: Closure of Inyo County Landfills on the July 4th Holiday

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RECOMMENDED ACTION:
Request Board authorize the Inyo County Recycling and Waste Management Program to close the Bishop-Sunland Landfill, the Big Pine Transfer Station, and the Lone Pine Landfill on Saturday, July 4, 2020.

SUMMARY/JUSTIFICATION:
The 4th of July falls on a Saturday this year, therefore, the official County Holiday for the holiday will be on the Friday before the holiday. As such, the landfills will be closed to the public on Friday, July 3rd.

In recognition of the holiday and so that our employees can celebrate, Inyo County Recycling and Waste Management would like to close the three landfills that would normally be open on Saturdays; Bishop-Sunland Landfill, Big Pine Transfer Station and Lone Pine Landfill, for the 4th of July Holiday, and stay open on Friday, July 3rd.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County of Inyo Recycling and Waste Management Program could leave the landfills open on July 4th, but that is not advised because this will allow our landfill employees to spend the holiday with their families.

Recycling and Waste Management staff expects that the landfill would most likely not be utilized on a Holiday, and more likely to be utilized on the Friday before the Holiday.

OTHER AGENCY INVOLVEMENT:

FINANCING:
Recycling and Waste Management staff expects that any trash that would not be brought to the landfills on closed days will be brought on an open day, resulting in no loss of revenues.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 5/28/2020
Darcy Ellis	Approved - 5/28/2020
Teresa Elliott	Approved - 6/1/2020
Sue Dishion	Approved - 6/2/2020
Marshall Rudolph	Approved - 6/2/2020
Amy Shepherd	Approved - 6/2/2020
Leslie Chapman	Final Approval - 6/11/2020

County of Inyo

County Administrator - Risk Management

CONSENT - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Aaron Holmberg

SUBJECT: Porter Scott Legal Services Contract

RECOMMENDED ACTION:
Request Board approve the agreement between the County of Inyo and Porter Scott for the provision of legal services in an amount not to exceed $210,000 for the period of July 1, 2020 through June 30, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:
Porter Scott has been a vital resource for years and is currently representing the County in a number of ongoing and potential legal matters.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Board could deny this request. This is not recommended as Porter Scott represents the County in ongoing matters and is a valuable resource.

OTHER AGENCY INVOLVEMENT:

FINANCING:
This expense is budgeted in the County Liability Trust Budget Unit 500903 Object Code 5265 Professional services.

ATTACHMENTS:
1. County of Inyo - Porter Scott Contract Agreement 2020-2021

APPROVALS:

Miquela Beall	Created/Initiated - 5/29/2020
Darcy Ellis	Approved - 5/29/2020
Aaron Holmberg	Approved - 5/29/2020

Sue Dishion	Approved - 6/2/2020
Marshall Rudolph	Approved - 6/2/2020
Amy Shepherd	Final Approval - 6/2/2020

AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL COPORATION
FOR THE PROVISION OF LEGAL SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of PORTER SCOTT, A PROFESSIONAL CORPORATION, of Sacramento, 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 County Counsel, County Administrator, or their respective designees. 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 through June 30, 2021, 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the office of County Administrator, Risk Management. 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 Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment **C**, or which are incurred by the Contractor without the prior approval of the County.

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 requested by County 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 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.

E. 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, including travel and per diem expenses, if any, shall not exceed $210,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor 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. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, 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 Contractor on the last day of the month.

G. 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 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 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, 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. 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. 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. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment **B**), 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. WORKERS' COMPENSATION.

Contractor shall provide statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. 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.

11. 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 costs which is caused in whole or in part by any act or omission of the Contractor, its 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.

12. 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.

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. 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.

15. 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.

16. 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.

17. 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-four (24) below.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. 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.

25. 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, Risk Management
163 May Street
Bishop, CA 93514

Department
Street
City and State

CONTRACTOR:
Carl Fessenden, Esq.
PORTER SCOTT, A PROFESSIONAL CORP. Name
350 University Avenue, Suite 200 Street
Sacramento, CA 95825 City and State

26. 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 PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES

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

COUNTY OF INYO

By:_____

Dated:_____
Type or Print Name

CONTRACTOR

By:_____
Signature

CARL S. STENBERG President

Dated: 5/22/20

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 PORTER SCOTT, A PROFESSIONAL CORPORATION FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: July 1, 2020 through June 30, 2021

SCOPE OF WORK:

1. Contractor shall represent and advise the County and such of its agents, officers and employees as the County may designate, in pending and potential litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.

2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Electronic copies of documents received and created by Contractor shall be delivered to County Risk Management Office to be stored.

3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.

4. Contractor may email to the Offices of County Counsel and Risk Management copies of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel and/or Risk Management will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.

5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his office and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel and Risk Manager one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.

6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND PORTER SCOTT, A PROFESSIONAL CORPORATION FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: July 1, 2020 through June 30, 2021

SCHEDULE OF FEES:

1. COMPENSATION:

Partner: $230.00/hour
Associate: $215.00/hour
Paralegal $105/hour
Travel: $130/hour

2. INCIDENTAL EXPENSES:

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client, with Client's prior approval, in the event a particular cost item exceeds $7,500.00 in amount; and without the prior approval of Client in the event a particular cost item totals $7,500.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at $0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2019 through June 30, 2020

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the County's request and will be billed at cost.
Per diem travel from portal to portal will be at the current IRS rate.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2020 to June 30, 2021

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 **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation**: Insurance as required by the State of California, with statutory limits, and Employer's Liability insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees.)*
4. **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: County of Inyo, 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).

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 Dat***e 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

CONSENT - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Lucy Vincent

SUBJECT: Approval of Contract between County of Inyo and Anne Sippi Treatment Group

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RECOMMENDED ACTION:
Request Board approve the contract between the County of Inyo and Anne Sippi Treatment Group for residential placement for adults conserved under Laterman Petris Short (LPS) Act, or other adults in need of this specialized high level of treatment, in an amount not to exceed $63,000 for the period of July 1, 2020 to June 30, 2021, contingent upon the Board's adoption of the 2020-2021 Budget, and authorize the Chairperson to sign the Inyo County agreement as well as the Business Associate Agreement.

SUMMARY/JUSTIFICATION:
Anne Sippi provides specialized services that meet the recovery needs of persons with severe mental illness who are ready to step down from a locked facility to a less restrictive environment. These persons are often conserved under LPS. The Anne Sippi transitional social rehabilitation program offers an array of services to support and encourage recovery, including a work experience program (in a ranch setting). The Anne Sippi program also meets the specific needs of persons with hearing impairments as well as severe mental illness. In the past, we have successfully placed two adults in this facility who then stepped down to living independently or with family members.

BACKGROUND/HISTORY OF BOARD ACTIONS:
N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose not to approve this contract. Appropriate placements are difficult to obtain and there is no guarantee that another facility that offers proper care will be found. The (conserved) adult would then remain in the locked psychiatric setting or may have repeated incarcerations.

OTHER AGENCY INVOLVEMENT:
Inyo County Courts

FINANCING:
100% Mental Health Realignment Funds (clients may be able to partially reimburse with SSI payments). This expense will be budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

ATTACHMENTS:

1. Signed Anne Sippi Contract
2. Insurance Requirements for INPATIENT SERVICES
3. Business Associate Agreement

APPROVALS:

Lucy Vincent	Created/Initiated - 5/29/2020
Darcy Ellis	Approved - 5/29/2020
Lucy Vincent	Approved - 5/29/2020
Marilyn Mann	Approved - 5/29/2020
Meaghan McCamman	Approved - 6/3/2020
Melissa Best-Baker	Approved - 6/3/2020
Marshall Rudolph	Approved - 6/4/2020
Amy Shepherd	Approved - 6/5/2020
Aaron Holmberg	Approved - 6/8/2020
Marilyn Mann	Final Approval - 6/8/2020

AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Clinic Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Anne Sippi Clinic Treatment Group of Bakersfield, 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 Gail Zwier Ph.D, whose title is: HHS Deputy Director of Behavioral Health. 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, 2021 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 Sixty Three Thousand Dollars and no cents ($63,000) (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, and 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 **D** 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, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

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, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. 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. PATIENTS RIGHTS.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

14. 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.

15. 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.

16. 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.

17. 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 of any 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-three (23 below.

18. 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.

19. 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.

20. 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.

21. 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.

AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Clinic Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

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

COUNTY OF INYO

By: _____
Signature

_____
Type or Print Name

Dated: _____

CONTRACTOR

By: _____
Signature

Nick Damian
Type or Print Name

Dated: May 1, 2020

APPROVED AS TO FORM AND LEGALITY:

Grace Chuchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg
County Risk Manager

22. 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-three (23) (Amendment).

23. 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.

24. 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	
HHS-Behavioral Health	Department
162 J Grove Street	Address
Bishop, CA 93514	City and State

Contractor:	
Anne Sippi Clinic Treatment Group	Name
18200 Hwy 178	Address
Bakersfield, CA 93306	City and State

25. 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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ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Clinic Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SCOPE OF WORK:

See attached scope of work. Contractor is required to enter into a HIPAA Business Associate Agreement herein as attached.

TRANSITIONAL SOCIAL REHABILITATION PROGRAM
SERVICES AND REQUIREMENTS
SCOPE OF WORK

PROGRAM STANDARDS AND REQUIREMENTS

(A) To be certified as a Transitional Social Rehabilitation program shall provide:

(1) Services that provide a therapeutic environment in which clients are supported in their efforts to acquire and apply interpersonal and independent living skills.

The program shall also assist the client in developing a personal community support system to substitute for the programs supportive environment, to minimize the the risk of hospitalization, and enhance the capability for independent living upon discharge from the program.

The planned length of stay in the program shall be in accordance with the client's assessed need, with the goal of transitioning the client to a lower level care within one (1) year; however, a length of stay exceeding a maximum total of 18 months is optimal but not required.
The reasons for a length of stay beyond one (1) year shall be documented in the client's case record.

(2) A minimum staffing ratio of at least one (1) full time equivalent direct care staff for each 2.5 clients served.
Greater number of staff shall be present during times where there are numbers or clients in programmed activities.

Staff schedules shall be determined by the program based on the numbers of clients in the program during specific hours of the day, level of care provided by the program, and the range of services provided by the facility.

All scheduled hours in the facility shall be considered part of this required full-time equivalent staffing ratio.

SERVICE REQUIREMENTS

(A) Structured day and evening services shall be available seven (7) days a week. Services in all programs shall include but not limited to:

(1) Individual and group counseling;

(2) Crisis Intervention;

(3) Planned activities;

(4) Counseling with available members of the clients family, when indicated in the client's treatment/rehabilitation program plan;

(5) The development of the community support systems for clients to maximize their utilization of non-mental health community resources, including educational opportunities;

(6) Pre-vocational or vocational counseling;

(7) Client advocacy, including assisting clients to develop their own advocacy skills;

(8) An activity program that encourages socialization, program and community involvement, which links the client to resources that are available after leaving the program; and

(9) Use of the residential environment to assist clients in the acquisition testing, and or refinement of community living and interpersonal skills.

(B) In addition to the services in the Section (II A), Transitional Social Rehabilitation Programs shall provide services that emphasize the development of vocational skills and linkages to services offering employment or job placement.

III. MEDICAL REQUIREMENTS

Medical and psychiatric policies and practices of all programs shall be in writing and shall include, but not limited to:

(A) A plan for the monitoring of medications by a person licensed to prescribe or dispense prescription drugs;

(B) Screening for medical complications which may contribute to disability conducted by a physician, nurse practitioner or physician assistant and a plan for follow-up.

1. The screening for medical complications shall occur within 30-day calendar days prior to or

after admission.

2. If a client refuses screening for medical complications, the program shall document the refusal in the client case record.

(C) Client education, provided by a licensed program staff or licensed consultants, about the role of medications and their potential side effects, with the goal of client becoming responsible for his or her own medication;

(D) Entries in client case records indicating all prescribed and non- prescribed medications;

(E) Provisions for program staff to discuss medication issues with a person licensed to prescribe or dispense prescription drugs;

(F) Provisions for secure central storage of medication, including medication requiring appropriate refrigeration when necessary; and,

(G) Encouragement to clients, when part of the treatment/rehabilitation plan, to be personally responsible for holding, managing and safeguarding all of their medications.

IV. Treatment/Rehabilitation plan and document requirements

(A) Each program shall have an admission agreement, signed on entry by the client or an authorized representative, describing the services to be provided and the expectations and rights of client regarding house rules, client involvement in the program, and fees.

The client shall receive a copy of the signed admission agreement.

(B) There shall be written assessment of each client on admission that includes at the least:

(1) Health and psychiatric histories;
(2) Psychosocial skills;
(3) Social support skills;
(4) Current psychological, educational, vocational, and other functional limitations;
(5) Medical needs, as reported;

A copy of each executed assessment shall be provided to the County's Placement Coordinator along with monthly invoicing.

(C) Program staff and client shall work together to develop a written treatment

rehabilitation plan specifying goals and objectives as well as a identifying the staff and client responsibilities for their achievement.

Clients shall be involved in an ongoing review of progress towards reaching their established goals and be involved in the planning and evaluation or their treatment goals. The plan shall contain at least the following elements:

(1) Statement of specific rehabilitation plan
(2) Description of specific services to address identified treatment needs
(3) Documentation of reviews by staff and client of the treatment/ rehabilitation plan at least every 30 days.
(4) Anticipated length of stay needed to accomplish identified goals, and methods to evaluate the achievement of these goals.

(D) If an individual treatment/rehabilitation plan requires services to be provided by another or agency, there shall be documented evidence in the client's case record of communication between all persons responsible for the treatment /rehabilitation plan.

(E) The agency or program shall arrange for clients to attend community programs when needs are identified in the treatment/ rehabilitation plan that cannot be met by the facility, but can be met in the community

(F) The admission assessment, treatment/rehabilitation plan, and discharge summary shall be prepared by staff who has received training development and preparation of these documents.

1. Training provided for in this subsection shall consist of one or more of the following presentation methods:

   (a) Formal classroom instruction
   (b) Oral presentation ;
   (c) Videotape, film, or audiovisual presentation;
   (d) Audio-tape presentation; or
   (e) Performing the duties, on the job, under the direct supervision of the instructor.

(G) Admission and discharge criteria of all programs shall be written and shall be consistent with program goals.

(H) The program shall have written policies and procedures for orientating new clients to the facility programs.

(I) The range of services provided shall be discussed prior to the admission with the prospective client or an authorized representative so that program's services are clearly understood.

V. CLIENT INVOLVEMENT REQUIREMENTS

(A) Each client shall be involved in the development and implantation of his/her treatment/rehabilitation plan.

(B) Clients shall be involved, depending on capability, in the operation of the household. This shall include participation of the formulation and monitoring of house rules, as well as in the daily operation of the facility, including but not limited cooking, cleaning, menu planning and active planning.

(C) Clients shall be encouraged to participate in program evaluations and reviews.

VI. PHYSICAL ENVIRONMENT REQUIREMENTS

(A) The program shall meet of Section 5453 (a) of the Welfare and Institutions (W&I) Code.

(B) Program location shall allow for access by clients to community resources and public transportation.

VII. STAFF CHARACTERISTICS, QUALIFICATIONS AND DUTY REQUIREMENTS

(A) The program shall meet the staffing requirements of section 5453 (b) of the Welfare and Institutions Code.

(B) The program shall document the use of the multidisciplinary professional consultation and staff when necessary to meet the specific diagnostic and treatment needs of clients.

(C) Paraprofessionals and persons who have been clients of mental health services shall be utilized as volunteers in the program when consistent with the program design and services provided.

(D) All social rehabilitation facilities shall have a program director.

The program director shall be on the premises the number hours necessary to manage and administer the program component or the facility in compliance with applicable laws and regulations.

(E) The program director of a certified Transitional Residential Treatment Program or a Certified Long Term Residential Treatment Program shall have the following qualifications prior to employment:

(1) A Bachelor's Degree in Psychology, Social Work, or any other major which includes at least 24
semester units in one or more of the following subject areas:

(a) Psychology
(b) Social Work
(c) Sociology
(d) Behavioral Sciences
(e) Psychiatric Nursing; and

(2) One (1) year of full-time work experience in community program that serves clients who have a mental illness.
Such experience must be in the direct provision of services to clients, of which four (4) months must be in a position of supervising direct care staff.

(3) As an alternative to the Bachelor's Degree and experience required in paragraphs (1) and (2) of this subsection, a total of three years of experience in providing direct services in the community to persons with mental illness, of which six (6) months must be in a position of supervising direct care staff, and graduation from high school or possession of a GED may be substituted.

(F) All direct care staff shall have graduated from high school or possess a GED and have a minimum or one (1) year full time experience, or its part-time equivalent, working in a program serving people with mental disabilities,

Such experience must be in direct provision of services to clients.

If the employee does not have the required experience, the program shall document a specific plan of supervision and in-service training for the employee to perform the job.

The plan should include but not be limited to the frequency and number of hours of training, the subjects to be covered, and a description of the supervision to be provided.

VII. ADMINISTRATIVE POLICES AND PROCEDURES

(A) The organizational entity legally responsible for program administration, under applicable law and regulation, shall:

(1) Have written policies defining the purpose, goals, and services of the organization.

(2) Establish and maintain financial records in accordance with generally accepted accounting principles and annual budget.

(B) Each program shall be directed by a designated individual who is responsible for its overall administration and management.

(C) Each residential program shall have an individual(s) designated as the administrator of the facility.

The program shall identify the qualifications, experience, skills and knowledge required of an individual who is designated the facility administrator.

These requirements shall at least satisfy the minimum requirements established by the Community Care Licensing Division of the Department of Social Services for this position.

(D) The agency of the program shall have a financial plan of operation that is consistent with the goals and purpose of the organization and in accordance with generally accepted accounting practices and legal requirements.

IX. OTHER REQUIREMENTS

The following will be required of residential facilities applying for certification as a Transitional Social Rehabilitation Facility. This will be an addition to the requirement as indicated above.

A. Staffing requirements

(1) Facilities must have psychiatric professional licensed staff either through direct employment or contracted by the facility.

(2) Facilities must have nursing staff.

(3) Facilities must inform The County within 24 hours of any staff changes that may affect this contract.

(4) Facility will have adequate number of staff to monitor the clients during the sleeping hours.

(5) The content of group or individual sessions shall be within the scope of practice of the individual providing that service.

(6) Staff assigned to assist in physically restraining clients must receive prior training from appropriate agencies.

(7) Physical restraints placed on clients must be under direct supervision of a licensed mental health professional.

B. ADMINISTRATIVE REQUIREMENTS

(1) If the legal owner/administrator of the facility is a Corporation, notes from meetings may be requested by Department of Behavioral Health to the extent possible.

(2) Facilities shall have capabilities to transmit documents to and from the Department of Behavioral Health.

(3) Confidentiality of client's records shall be maintained at al times whether in written or verbal form in compliance with HIPPA and other federal, State or local regulations or statutes.

C. ADMINISTRATIVE COMPLIANCE

(1) Administrator of Transitional Facilities shall inform the designated case managers 30 days prior to the expiration of the Needs and Appraisal. The monthly invoicing that CONTRACTORS submit to COUNTY shall include a due date for each client's Needs and Appraisal.

(2) The Facility Treatment Plan shall be developed and implanted within five (5) days after the Needs and Appraisal is updated.

(3) The monthly summaries for each client must include progress notes from direct care staff, licensed clinicians and psychiatrists including medication information.

(4) The facility shall develop and implement documentation demonstrating the client's participation in activities provided by the facility.

(5) The facility shall maintain record of the training providing to clients including attendance of off-site day programs.

(6) Training activities as outlined for clients shall be limited and measurable.

(7) Training for clients shall developed with the goal of stabilizing the client in order to transition to a lower level. Any services and training provided by the facility shall be approved by the DBH designated case manager.

(8) Documentation shall be consistent with the goals identified in the Needs/Appraisal and Facility Treatment Plan.

(9) Monthly notes shall be made available to DBH staff review in a reciprocal manner between DBH and the contracted facility.

D. SPECIFIC SERVICES

(1) Training in hygiene and grooming may include hands-on assistance when needed.

(2) In cases of incontinence, clients shall be physically assisted if needed.

(3) Training in budgeting shall include clients keeping and maintaining records of transactions.

(4) Clients shall be afforded the opportunity to learn cooking skills under the direction of appropriate staff.

(5) Clients shall be encouraged o learn independent living skills with personal assistance when warranted.

(6) Facilities shall provide special diets are prescribed by treating physician.

(7) Clients shall be trained to access support systems in the community.

(8) Facilities shall develop and implement plans for community re-integration.

(9) Facilities shall provide individual sessions to assist clients to develop appropriate skills in social interactions using "Normal" settings.

(10) Efforts shall be made to normalize the client's living arrangements at all times.

(11) Training shall be provided to clients to use transportation systems.

(12) Training in medication shall be provided to clients by licensed staff.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Clinic Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SCHEDULE OF FEES:

Daily rate of $168.30 (One Hundred Sixty Eight and 30/100) dollars per day.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Clinic Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Insurance Requirements Attachment

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

MINIMUM SCOPE AND LIMIT OF INSURANCE
Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $10,000,000 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. Limit may be satisfied with a CGL policy as specified above with limits no less than $2,000,000 per occurrence, plus an umbrella or following-form excess policy with limits no less than $10,000,000 per occurrence.

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 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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $5,000,000 per accident for bodily injury and property damage. Limit may be reduced to $1,000,000 if contractor will not be transporting patients outside of their facility.

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.

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

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

Cyber Liability Insurance: as required due to access and management of electronic medical records, with limits not less than **$1,000,000** per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations related to electronic medical records, and shall include, but not be limited to, claims involving 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 Consultant 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 Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

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

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

Verification of Coverage

Insurance Requirements Attachment

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

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

Special Risks or Circumstances
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
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity ("CE"), and Anne Sippi Clinic Treatment Group , referred to herein as Business Associate ("BA"). This Agreement is effective as of _____ , (the "Agreement Effective Date").

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health ("CIMH"), herein referred to as ("Contract"), some of which may constitute Protected Health Information ("PHI") defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

a. **Material Breach**. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand ad agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. **No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. **Effect on Contract**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY	BUSINESS ASSOCIATE
County of Inyo	Anne Sippi Clinic Treatment Group
By: _____	By: _____
Print Name: _____	Print Name: Nick Damian
Title: _____	Title: Chief Operations Officer
Date: _____	Date: 5/1/20

County of Inyo

Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Melissa Best-Baker

SUBJECT: 2020-2021 Maternal Child and Adolescent Health Agreement

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RECOMMENDED ACTION:
Request Board approve the Maternal Child and Adolescent Health (MCAH) Agreement No. 202014 between the County of Inyo and California Department of Public Health in the amount of $137,353.95 in State and Federal reimbursement for the period of July 1, 2020 through June 30, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize Dr. James Richardson, MCAH Director, and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification.

SUMMARY/JUSTIFICATION:
The Maternal Child and Adolescent Health program funds public health staff to ensure coordination and access to services for women, adolescents and children. In collaboration with service providers, private and public agencies and community residents, the MCAH Director works towards the goal of assuring access and availability of a complete spectrum of services to women, infants, children and adolescents in our communities. The Department respectfully requests your Board's approval to continue maintaining access to critical services.

BACKGROUND/HISTORY OF BOARD ACTIONS:
N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This funding has been available to public health staff for many years. Not accepting the funding would eliminate the State funding contribution for several health staff members. Declining the funding would mean that the County would still have to provide mandated administrative services without state or federal support.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:
Funding for this contract is from State and Federal Funding and Health Realignment. This funding would be brought in as revenue to the MCAH Budget (641620) in State Grants (4498). No County General Funds.

ATTACHMENTS:

1. Maternal Child and Adolescent Health Agreement

APPROVALS:

Melissa Best-Baker	Created/Initiated - 6/5/2020
Darcy Ellis	Approved - 6/5/2020
Marilyn Mann	Approved - 6/8/2020
Marshall Rudolph	Approved - 6/8/2020
Amy Shepherd	Approved - 6/8/2020
Melissa Best-Baker	Approved - 6/8/2020
Rhiannon Baker	Approved - 6/8/2020
Marilyn Mann	Final Approval - 6/8/2020

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION

FUNDING AGREEMENT PERIOD
FY 2020-2021

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are required to submit updated information when updates occur during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each of the applicable programs				
MCAH	BIH		AFLP	

Update Effective Date:_____(only required when submitting updates)

Federal Employer ID#:	95-600445
Complete Official Agency Name:	Inyo County Health & Human Services-Public Health and Prevention
Business Office Address:	P.O. Drawer H, Independence, CA 93526
Agency Phone:	760-873-7868
Agency Fax:	760-873-7800
Agency Website:	www.countyofinyo.us/publichealth

AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION

Please enter the **agreement or contract** number for each of the applicable programs

0 MCAH	0 BIH		0 AFLP	

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations and policies with which it has certified it will comply.

	Inyo County Board of Supervisors
Original signature of official authorized to commit the Agency to an MCAH Agreement	Title
Matt Kingsley	
Name (Print)	Date

	MCAH Director/Inyo Health Officer
Original signature of MCAH/AFLP Director	Title

James Richardson, MD	
Name (Print)	Date

	CONTACT	FIRST NAME	LAST NAME	TITLE	ADDRESS	PHONE	EMAIL ADDRESS
1	AGENCY EXECUTIVE DIRECTOR	Marilyn	Mann	Director	163 May Street, Bishop, CA 93514	760-873-3305	mmann@inyocounty.us
2	MCAH DIRECTOR	James	Richardson, MD	Health Officer	207A West South Street, Bishop, CA 93514	760-873-7868	healthofficer@inyocounty.us
3	MCAH COORDINATOR (Only complete if different from #2)	Marissa	Whitney	Registered Nurse	207A West South Street, Bishop, CA 93514	760-873-7868	mhobbs@inyocounty.us
4	MCAH FISCAL CONTACT	Melissa	Best-Baker	Senior Management	P.O. Drawer H, Independence, CA 93526	760-878-0232	mbestbaker@inyocounty.us
5	FISCAL OFFICER	same as above					
6	CLERK OF THE BOARD or						
7	CHAIR BOARD OF SUPERVISORS	Matt	Kingsley	Supervisor	P.O. Drawer N, Independence, CA 93526	760-878-0373	mkingsley@inyocounty.us
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY	Matt	Kingsley	Supervisor	P.O. Drawer N, Independence, CA 93526	760-878-0373	mkingsley@inyocounty.us
9	FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR						
10	SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR/CONTACT	Marissa	Whitney	Registered Nurse	207A West South Street, Bishop, CA 93514	760-873-7868	mhobbs@inyocounty.us
11	PERINATAL SERVICES COORDINATOR	Marissa	Whitney	Registered Nurse	207A West South Street, Bishop, CA 93514	760-873-7868	mhobbs@inyocounty.us

	CONTACT	FIRST NAME	LAST NAME	TITLE	ADDRESS	PHONE	EMAIL ADDRESS
1	AGENCY EXECUTIVE DIRECTOR						
2	BLACK INFANT HEALTH (BIH) COORDINATOR						
3	BIH FISCAL CONTACT						
4	FISCAL OFFICER						
5	CLERK OF THE BOARD or						
6	CHAIR BOARD OF SUPERVISORS						
7	OFFICIAL AUTHORIZED TO COMMIT AGENCY						

	CONTACT	FIRST NAME	LAST NAME	TITLE	ADDRESS	PHONE	EMAIL ADDRESS
1	AGENCY EXECUTIVE DIRECTOR						
2	AFLP DIRECTOR *(only if different from MCAH Director)*						
3	AFLP COORDINATOR *(only if different from AFLP Director #4)*						
4	AFLP FISCAL CONTACT						
5	FISCAL OFFICER						
6	CLERK OF THE BOARD or						
7	CHAIR BOARD OF SUPERVISORS						
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY						

County of Inyo

Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Melissa Best-Baker

SUBJECT: Approval of the Standard Agreement for Contract Number AP-2021-16 between California Department of Aging and County of Inyo

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RECOMMENDED ACTION:
Request Board approve Contract No. AP-2021-16 with the California Department of Aging for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging, in the amount of $1,004,395 for the period of July 1, 2020 through June 30, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize the HHS Director to sign the Standard Agreement, Information Integrity and Security Statement Certification, Contractor Certification Clause, and the California Civil Rights Laws Certification.

SUMMARY/JUSTIFICATION:
This contract is a standard State Contract with total annual funding of $1,004,395, which is a total increase of $79,526 of the base allocation from the prior year. This recognizes a decrease of $ 8,931 in IIIB Supportive Services; an increase of $48,241 in Ombudsman; an increase of $80,551 in Congregate Meals; an increase of $37,735 in Home Delivered Meals; a decrease of $135 in Title IIID; a decrease of $52 in Title IIIE; an increase of $2 Title VII-Elder Abuse Prevention; and a decrease of $554 in Administrative funds. Acceptance of this contract ensures the receipt of federal and state funds to keep existing services going. Of the $1,004,395, funding in the amount of $123,449 will be allocated to Mono County to provide their services to seniors.

The State standard contract includes several changes which are summarized in the Attachment 3-AP-2021 Summary of Changes. These include corrections to citations, typographical errors, updated links and clarifications. The Department requests your Board's approval as presented.

BACKGROUND/HISTORY OF BOARD ACTIONS:
N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose not to ratify and approve this agreement. Failure to move forward on these requested actions will disrupt services to seniors in the region. Receipt of any funding for ESAAA is contingent upon execution of this contract.

OTHER AGENCY INVOLVEMENT:
California Department of Aging, County of Mono, CA Indian Legal Services

FINANCING:
State and Federal dollars. Total amount of this contract is $1,004,395, and will be budgeted as revenue in the ESAAA Budget (683000) in the State and Federal revenue object codes.

ATTACHMENTS:
1. Standard Agreement AP-2021-16
2. Summary of Changes
3. Contractor Certification Clause
4. Information Integrity and Security Statement
5. California Civil Rights Laws Certification

APPROVALS:

Melissa Best-Baker	Created/Initiated - 6/4/2020
Darcy Ellis	Approved - 6/8/2020
Marilyn Mann	Approved - 6/8/2020
Marshall Rudolph	Approved - 6/8/2020
Amy Shepherd	Approved - 6/8/2020
Melissa Best-Baker	Approved - 6/8/2020
Rhiannon Baker	Approved - 6/9/2020
Marilyn Mann	Final Approval - 6/9/2020

SCO ID: 4170-AP202116

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD 213 (Rev. 03/2019)	AGREEMENT NUMBER AP-2021-16	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTOR NAME
County of Inyo

2. The term of this Agreement is:

START DATE
07/01/2020

THROUGH END DATE
06/30/2021

3. The maximum amount of this Agreement is:
$ 1,004,395 One million four thousand three hundred ninety-five and 00/100 dollars

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	Scope of Work	17 pages
Exhibit B	Budget Detail and Payment Provisions	14 pages
Exhibit C*	General Terms and Conditions – GTC-4/2017	0 pages
Exhibit D	Special Terms and Conditions	34 pages
Exhibit E	Additional Provisions	16 pages

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/OLS/Resources

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
163 May Street	Bishop	CA	93514-2709

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1300 National Drive, Suite 200	Sacramento	CA	95834

PRINTED NAME OF PERSON SIGNING	TITLE
Nate Gillen	Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	AG OP 80-111

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit A Article I.B.1.	**Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]	**Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), hereinafter referred to as residents, regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]	Clarification. We use the term "resident" throughout the terms and conditions when referring to residents of long-term care facilities.
Exhibit A Article I.B.5.	**Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]	**Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as a representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]	Rephrasing for consistency with State and federal laws and regulations
Exhibit A Article I.B.6.	**State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting	**State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are	Consistency with State and federal laws and regulations

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of OSLTCO. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]	carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]	
Exhibit A Article II.B.3.	Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]	Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1), 1324.19(b)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]	This language accurately reflects the requirements of federal regulations.
Exhibit A Article II.B.6	Witness advance health care directives and property transfers of more than $100 for residents of skilled nursing	Witness: a) Advance health care directives for residents of skilled nursing	Current language does not accurately reflect the property transfer witnessing

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	facilities. [HSC 1289] [PC 4675, PC 4700 et seq.]	facilities [Probate Code 467500 b) Property transfers with a fair market value of more than $100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families. [HSC 1289]]	requirement in Health and Safety Code. PC 4700 et seq. describes requirements for advance health care directives, but Ombudsman witnessing requirements are in 4675.
Exhibit A Article II.B.8.	Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights and well-being of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]	Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]	Remove “and well-being” This term is not used in the cited laws and regulations.
Exhibit A Article II.B.9.	Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]	Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulations, and other governmental policies and actions, that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR	Rewording to be consistent with federal regulations.

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		1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]	
Exhibit B Article I.A.2.	2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations. In State: • Mileage - http://www.calhr.ca.gov/employees/Pages/travel-personalvehicle.aspx • Per Diem (meals and incidentals) - http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx • Lodging - http://www.calhr.ca.gov/employees/Pages/travel-lodgingreimbursement.aspx Out of State: http://www.calhr.ca.gov/employees/Pages/travel-out-ofstate.aspx This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA,	2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations. In State: • Mileage/Per Diem (meals and incidentals)/Lodging https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx Out of State: http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201 This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written	Updated link CalHR consolidated to one link. Corrected citation

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.] The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.	authorization is obtained from the State. [SCM 3.17.2.A(4)] The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.	
Exhibit B Article III.D.	D. Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III B, III C-1, III C-2, III E, and III C-1 and III C-2 General Fund administration allocations.	D. Area Plan Administration is comprised of federal funds from Title IIIB, III C-1, III C-2 and IIIE.	Budget Displays reflect Area Plan Administration under one Project.
Exhibit B Article IV.D.1.	1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III B, C-1, C-2, D & E. However, the Contractor shall not transfer	1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III B, C-1, C-2, and E. However, the	Remove Title IIID- there are no administrative funds for Title IIID

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	funds designated for programs into administration.	Contractor shall not transfer funds designated for programs into administration line items.	
Exhibit B Article IV.D.2.	2. The Contractor may make one transfer of funds between budget line items for Title III B, C-1, C-2, D, and E programs for the first 3 month period of the contract period in accordance with the Budget Display in Exhibit B and one transfer of funds for the period beginning October 1. CDA will process the transfer if sufficient funds are made available.	Remove	Budget Displays no longer reflect a 3 month period and a 9 month period. Subsequent numbering to change
Exhibit B Article IV.H.	H. <u>Equipment</u> Equipment/Property with per unit cost of $500 or more requires justification and approval from CDA and must be included in its approved Area Plan Budget.	H. <u>Equipment</u> Equipment/Property with per unit cost over $5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA and must be included in its approved Area Plan Budget.	PM 20-05 – CDA increased dollar thresholds regarding justification, approval, and reporting of equipment/property being purchased using federal and/or state funds.
Exhibit D Article IV.	Should the Contractor or subcontractor begin work in advance of receiving	Should the Contractor or subcontractor begin work in advance	Although this term may be used in tax

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.	of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.	law, it is not a good fit in a contract for programs that heavily rely on volunteers to provide the contracted services. Removal of the word "mere" does not change the meaning of the provision.
Exhibit D Article VII.B.1.	1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).	1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).	PM 20-05 – CDA increased dollar thresholds regarding justification, approval, and reporting of equipment/property being purchased using federal and/or state funds.
Exhibit D Article VII.E.	E. The contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the	E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or	PM 20-05 – CDA increased dollar thresholds regarding justification, approval, and reporting of equipment/property being purchased using federal and/or state funds.

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).	purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.	
Exhibit D Article XVIII.A.	Information Assets A. The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive	Information Assets A. The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public,	PSCI is defined by CHHS and is adopted by CDA.

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Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual. Information assets may be in hard copy or electronic format and may include but is not limited to: 1. Reports 2. Notes 3. Forms 4. Computers, laptops, cellphones, printers, scanners 5. Networks (LAN, WAN, WIFI) servers, switches, routers 6. Storage media, hard drives, flash drives, cloud storage 7. Data, applications, databases	confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual. Information assets may be in hard copy or electronic format and may include but is not limited to: 1. Reports 2. Notes 3. Forms 4. Computers, laptops, cellphones, printers, scanners 5. Networks (LAN, WAN, WIFI) servers, switches, routers 6. Storage media, hard drives, flash drives, cloud storage	

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
		7. Data, applications, databases	
Exhibit D Article XVIII.B.	B. Encryption of Computing Devices The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).	B. Encryption of Computing Devices The Contractor, and its subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).	PSCI is defined by CHHS and is adopted by CDA.
Exhibit D Article XVIII.C.1.	1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.	1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.	PSCI is defined by CHHS and is adopted by CDA.

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit D Article XVIII C.2.	2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.	2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.	PSCI is defined by CHHS and is adopted by CDA.
Exhibit D Article XVIII C.4.	4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.	4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.	PSCI is defined by CHHS and is adopted by CDA.
Exhibit D Article XVIII D.1.	1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must	1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness	PSCI is defined by CHHS and is adopted by CDA. Update link

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

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	complete the required CDA Security Awareness Training module located at https://www.aging.ca.gov/ProgramsProviders/#Resources within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.	Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.	
Exhibit D Article XVIII F.	F. The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.	F. The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.	PSCI is defined by CHHS and is adopted by CDA.
Exhibit D Article XVIII H.	H. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could	H. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the	PSCI is defined by CHHS and is adopted by CDA.

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

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	have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.	Information Practices Act of 1977, and State policy.	
Exhibit E Article I.B.2.	2. The Local Ombudsman Program, , its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]	2. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]	Correcting typographical error
Exhibit E Article II.E.1.	1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data sent to the corresponding AAA.	1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data may be sent to the corresponding AAA.	Replacing inadvertently omitted words
Exhibit E Article V.D.	D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by	D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan	The authority for approving the transition plan resides with the State Ombudsman.

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

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	the CDA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.	submitted by the State Ombudsman to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.	

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

   1. the dangers of drug abuse in the workplace;

   2. the person's or organization's policy of maintaining a drug-free workplace;

   3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:

1. receive a copy of the company's drug-free policy statement; and,

2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with 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.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contract/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)

CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

☐ Is in full compliance with the 128 Encryption requirements.

☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

_____
Contractor/Vendor Printed Name and Title

_____ _____
Contractor/Vendor Signature Date

_____ _____
CDA Program/Project Contract Number

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
CDA 9026 (NEW 04/2018)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:

Indicate all California Department of Aging contracts your organization participates in:

- ☐ Area Plan (AP)
- ☐ Financial Alignment (FA)
- ☐ HICAP (HI)
- ☐ MIPPA (MI)
- ☐ MSSP (MS)
- ☐ SNAP-Ed (SP)
- ☐ Title V (TV)

County of Inyo

Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Serena Johnson

SUBJECT: Approve First 5 Inyo County submitting an application for the First 5 California Home Visiting Coordination grant funding, and authorize Marilyn Mann, HHS Director, to sign the application

---

RECOMMENDED ACTION:
Request Board approve First 5 Inyo County submitting an application to be the lead agency on First 5 California Home Visiting Coordination Grant Request for Applications (RFA), for the period of July 1, 2020 to June 30, 2022, in order to apply for $100,000, and authorize the HHS Director to sign the application.

SUMMARY/JUSTIFICATION:
First 5 California (F5CA) released the Home Visiting Coordination Funding RFA on May 11, 2020. This RFA represents a F5CA investment of $24 million through fiscal year 2024-25 to help counties create a sustainable, unified local home visiting system that supports families with the services they need and to maximize available funding to serve more families. This funding is being offered in two stages. The first stage will be two years of funding through June 30, 2022 to improve local home visiting coordination. First 5 county commissions have the first right of refusal to be the Fiscal Lead Agency.

On Friday, June 5, the First 5 Inyo County Commission was scheduled to consider applying for the funding opportunity at a special meeting. Due to a lack of quorum, there was no formal action taken. The funding opportunity will be on the next regular Commission meeting agenda on June 25. This RFA is aligned with the current First 5 Inyo County five year Strategic Plan, which includes a new investment in home visiting to improve parent knowledge of child development, reduce child abuse and neglect, and support mothers and families struggling with substance use and mental health challenges.

Based on existing infrastructure for home visiting, First 5 Inyo County is eligible for the Planning funding level for up to $100,000 for the term of the agreement. There is no match requirement for this funding level. The goal of the Planning level is to assess and address readiness to coordinate and apply for State home visiting funding. Activities will include mapping county resources and family needs, strengthening relationships across family service agencies, and developing a plan to implement at least one evidence-based home visiting program.

In a memo dated June 2, 2020, F5CA recast the purpose of the home visiting coordination funding in counties' Local Assistance Agreements through the lens of recovery from the pandemic. Home visiting is considered by experts as a primary way for families to successfully emerge from the COVID-19 crisis with the supports they need to thrive. Coordinated home visiting – virtual and/or home-based – can be a lifeline for many children and families, especially during and through crisis recovery, because when home visiting is embedded in early childhood and family support systems, families receive the services they need to recover and thrive. Fiscal Lead

Agencies applying for the home visiting coordination funds will be asked to confirm in writing that the awards will be used for the specific purpose of addressing COVID-19.

Therefore, we are requesting your Board authorize the Department to apply for this funding from F5CA and authorize the HHS Director to sign the application.

BACKGROUND/HISTORY OF BOARD ACTIONS:
N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not accepting the funding would not allow First 5 Inyo County to support the local and statewide initiative to implement home visiting services for families. Declining the funding would allow another agency to apply for the funding.

OTHER AGENCY INVOLVEMENT:
None.

FINANCING:
State funds. These will be recognized in First 5 (643000) in State Grants (4498)

ATTACHMENTS:
1. INYO - HVC-Sample Application
2. INYO - HVC-Signature-Pages

APPROVALS:

Serena Johnson	Created/Initiated - 6/3/2020
Darcy Ellis	Approved - 6/8/2020
Marilyn Mann	Approved - 6/8/2020
Meaghan McCamman	Approved - 6/9/2020
Melissa Best-Baker	Approved - 6/9/2020
Marshall Rudolph	Approved - 6/9/2020
Amy Shepherd	Approved - 6/9/2020
Rhiannon Baker	Approved - 6/9/2020
Marilyn Mann	Final Approval - 6/9/2020

Attachment B: Sample Application

The application is available at https://www.surveymonkey.com/r/HVCoordination_Application.

I. Home Visiting Coordination Funding: Instructions

First 5 California (F5CA), in partnership with the Departments of Social Services and Public Health, is offering Home Visiting Coordination (HVC) funding to help counties coordinate implementation of evidence-based home visiting programs, facilitate cross-agency and cross-county peer learning, and strengthen local coordination across home visiting programs as a vital component of the broader early childhood development and family support system. Please identify the Fiscal Lead Agency to support one or more counties. A single application may be submitted on behalf of multiple counties applying as a partnership. (See IV.D. Multi-County Partnerships.)

The application consists of three parts: (1 Lead Agency Contacts, (2 Information about current Home Visiting programs, and (3 Budget and Budget Narrative (upload). Counties seeking implementation or integration funds also will answer questions about their current home visiting coordination efforts.

F5CA will accept applications through June 30, 2020.

II. Home Visiting Coordination Funding: Contact Information for the Local Assistance Agreement

Information on this page will be included in the Local Assistance Agreement (LAA).

* 1. Please provide information about the Fiscal Lead Agency and person authorized to sign the LAA.

First and Last Name of Authorized Signer	Marilyn Mann
Title	Inyo County Health & Human Services Director
Email address	mmann@inyocounty.us
Phone Number	760-873-3305
Fiscal Lead Agency	Inyo County Health & Human Services
Street Address	PO Drawer H
City	Independence, CA 93526
State	CA
Zip Code	93526

* 2. Provide information about the contract manager for this LAA.

First and Last Name of Contract Manager	Serena Johnson
Title	First 5 Director
Email address	sjohnson@inyocounty.us
Phone Number	760-873-6453

* 3. Provide information about the fiscal manager for this LAA

First and Last Name of Fiscal Manager	Melissa Best Baker
Title	Senior Management Analyst
Email address	mbestbaker@inyocounty.us
Phone Number	760-878-0232

* 4. Identify the Fiscal Lead Agency's county

Inyo

* 5. Counties are encouraged to submit a joint application with other counties for a Multi-County Partnership (See RFA Section IV.D.) HVC Agreement that can be implemented across the partnering counties. Which county(ies) is part of this application?

- [x] My county only
- [ ] Multiple counties (Please specify:_____)

Note: If multiple counties are part of a single application, at least one agency lead from each county must sign the Signature Page.

* 6. For which type of funding is this application?

- [x] Planning → *(skips to Section III)*
- [ ] Implementation → *(skips to Section IV)*
- [ ] Integration → *(skips to Section IV)*

III. Home Visiting Coordination Funding: Planning Funds

* 7. Does the county offer home visiting services to expectant families and families with children ages 0 to 5?

☐ No home visiting services are available.

☒ Yes. The county offers home visiting services. (Please specify: Parents as Teachers curriculum user.)

* 8. Counties applying for planning funds do not have state funding for home visiting. What barriers has the county faced in drawing down state funding for home visiting?

First 5 Inyo County is in the beginning stages of implementing a home visiting program utilizing Parents as Teachers as a curriculum user. First 5 Inyo County has experienced barriers to applying for state funding due to not implementing Parents as Teachers to fidelity as an affiliate user.

→ skip to Section V.

IV. Home Visiting Coordination Funding: Implementation and Integration Funds

To qualify for implementation or integration funds, counties must be implementing at least one evidence-based home visiting program (go to https://homvee.act.hhs.gov/ for a list of models with evidence of effectiveness). Counties having received approval for 2020-2022 CalWORKS HVP funding also qualify for F5CA's implementation funds if other conditions are met.

* 9. Which of the following evidence-based home visiting model(s) is implemented in this county? (Check all that apply.)

- ☐ Attachment and Biobehavioral Catch Up (ABC) Intervention
- ☐ Early Head Start Home-Based Option
- ☐ Early Intervention Program for Adolescent Mothers
- ☐ Family Check Up
- ☐ Family Connects Family Spirit Healthy Beginnings
- ☐ Healthy Families America (HFA)
- ☐ Home Instruction for the Parents of Preschool Youngsters (HIPPY)
- ☐ Maternal Early Childhood Sustained Home Visiting Program (MECSH)
- ☐ Nurse-Family Partnership (NFP)
- ☐ Parents as Teachers (PAT)
- ☐ Other (Please specify_____.)

* 10. Are there other evidence-informed or local home visiting programs in this county?

- ☐ No other home visiting programs.
- ☐ Yes. The county offers other home visiting program(s). (Please specify:_____)

* 11. Identify the source(s) of funding for the county's home visiting program(s). Note: Counties applying for implementation and integration funds must have funding from HVP or CHVP for home visiting at the time of application. (Check all that apply.)

- ☐ California Department of Social Services CalWORKS - Home Visiting Program (HVP)
- ☐ California Department of Public Health - California Home Visiting Program (CHVP/MIECHV)
- ☐ Local First 5 County Commission
- ☐ Grant funding (Please specify below.)
- ☐ Other state or federal funding (Please specify below.)
- ☐ Other (Please specify:_____)

* 12. Identify the local agencies funded to implement home visiting programs in this county. (Check all that apply.)

- ☐ Department of public health
- ☐ Department of mental health
- ☐ Department of social services First 5 county commission
- ☐ Hospitals
- ☐ Community-based organization
- ☐ School district/local education agency
- ☐ Other (Please specify:_____)

V. Home Visiting Coordination Funding: Document Uploads

Please upload your county's home visiting Action Plan corresponding to the type of funding for which you are applying, as well as the county's budget and budget narrative.

* 15. Attach signature page with contact information for required and optional agencies, as appropriate. The signatures confirm:

- The applicant(s) has read and agreed to, to the extent applicable, the funding terms and conditions associated with the Home Visiting Coordination funding.
- The applicant(s), partner(s), and collaborators have knowledge of and agreement with their county's Application, and all forms required to be submitted as part of the Application are certified to be true and binding on the applicants.
- The county(ies), partner(s), and collaborators will follow all RFA requirements and conditions.
- New funds supplement and do not supplant existing investments.

Choose File

* 16. Upload the county's HVC Budget here.

Excel budget workbook must be saved as PDF; please label the file with your county's name.

Choose File

* 17. Upload the county's HVC Budget Narrative here.

Please label the file with your county's name.

Choose File

First 5 California Home Visiting Coordination Funding

Signature Pages

Please upload these forms to your SurveyMonkey Application. If signatures of Fiscal Lead Agency Representatives (Section 1), collaborating agencies (Section 2 and 3), or Partner Agencies (Section 4) are not available at the time of application, include the name and all contact information (address, phone, email) at the time of application, and submit an updated form with signatures within 10 working days of contract execution.

Please use the appropriate forms matching the county's type of HVC Funding.

- Section 1 – All counties
- Section 2 – Counties applying for Implementation and Integration funds
- Section 3 – Counties applying for Integration funds
- Section 4 – Counties applying as a Multi-County Partnership

Attach signature page with contact information for required and optional agencies, as appropriate. The signatures confirm:

- The signatories have read and agreed to, to the extent applicable, the funding terms and conditions associated with the HVC Funding.
- Fiscal Lead Agencies, and their collaborators and partners will follow all requirements and conditions of the RFA.
- HVC funds supplement and do not supplant existing investments.

Section 1. Required for all applicants

Fiscal Lead Agency:	Click or tap here to enter text.
Agency Name:	Inyo County Health & Human Services – First 5 Inyo County
Agency Address: (Street, City, Zip Code)	568 West Line Street, Bishop CA 93514
Home Visiting Program:	First 5 Inyo County – Parents as Teachers curriculum user
Name of Agency Representative:	Marilyn Mann
Representative Title:	Inyo County Health & Human Services Director
Email Address:	mmann@inyocounty.us
Phone Number:	760-873-3305
Signature:	
Date Signed:	Click or tap here to enter text.

County of Inyo

Public Works

CONSENT - ACTION REQUIRED

MEETING: June 16, 2020

FROM:

SUBJECT: Amendment One to the Lease agreement between The City of Bishop and the County of Inyo for County Office space located at 301 West Line Street, contingent upon obtaining the appropriate signatures, and upon the Board's adoption of future budgets.

RECOMMENDED ACTION:
Request Board approve Amendment No. 1 to the Lease with The City of Bishop for office space at 301 West Line Street, amending the contract to an annual lease with a month to month option to extend through Fiscal Year 2020-2021, with a monthly rent amount of $3,437.33, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:
On August 11, 2015, your Board approved a lease agreement for office space rental at 301 West Line Street in Bishop, for the period of July 1, 2015 through June 30, 2020. This amendment would extend the lease agreement through Fiscal Year 2020-2021 and ensure County office space access continues until the Consolidated County Office Building is ready for occupancy. The monthly rent amount of $3,437.33 includes water, sewer, electricity and propane. Total rent if paid through the end of Fiscal year 2020-2021 would be $41,247.96

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose not to approve the Amendment. This is not recommended, as there are several County employees stationed at this location and we would not have an alternative location for them.

OTHER AGENCY INVOLVEMENT:
County Counsel

Auditors

Risk

City of Bishop

FINANCING:
Monthly lease payment will be provided through the Building and Maintenance Department, Budget Unit 011100 Object Code 5291 Rents & Leases and is budgeted in the 2020-2021 fiscal year.

ATTACHMENTS:
1. Clark Wing Lease 7-1-15 to 6-30-20
2. Lease Amendment 1

APPROVALS:

Justine Kokx	Created/Initiated - 6/4/2020
Darcy Ellis	Approved - 6/8/2020
Aaron Holmberg	Approved - 6/8/2020
Marshall Rudolph	Approved - 6/8/2020
Amy Shepherd	Approved - 6/8/2020
Breanne Nelums	Approved - 6/8/2020
Michael Errante	Final Approval - 6/8/2020

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2015, by and between the CITY OF BISHOP, hereinafter referred to as "LESSOR", and and INYO COUNTY, hereinafter referred to as "LESSEE".

6/5/2015

WITNESSETH

I

RECITALS

1.01 The Lessor is the owner of that certain real property in the City of Bishop, County of Inyo, State of California, known as the Clark Wing of the Bishop City Hall Building, in which building is office space of approximately 2509 square feet, which includes approximately 857 square feet of common area which is the amount of square feet appurtenant to the leased premises utilized as restrooms and hallways. A plot plan is attached hereto, marked Exhibit "A", and made a part hereof, which plot plan more particularly describes said space.

1.02 It is the mutual desire, intent and purpose of the parties hereto that the Lessor lease and let said premises to the Lessee for the term, at the rental, and subject to the provisions and conditions hereinafter set forth.

II

LEASE

2.01 Term. Lessor, in consideration of the rents, covenants and agreements hereinafter contained and set forth to be promptly paid, kept and performed by the Lessee, and upon the condition that each and all of said covenants and space more particularly described in Section 1.01 hereof, for a term of five (5) years, commencing as of the first day of July 2015, and terminating at midnight on the 30th day of June, 2020, at and for the rental hereinafter provided to be paid by the Lessee. At the end of the term period, Lessor and Lessee may mutually agree, in writing, to renew the lease for up to one term period of five additional years.

2.02 Termination. Lessor or Lessee may terminate this lease for any reason so long as written notice is provided to the other party with 90 calendar days notice.

2.03 Rental.

(a) As rental for the use and occupancy of said premises during the term hereof, Lessee promise and agree to pay unto the Lessor a sum determined by the Fee Schedule attached hereto as Exhibit "B" which is made a part hereof.

2.04 Lessee Covenants. The Lessee do hereby hire, lease and take of and from the Lessor the said premises for the said term and at the said rental, and do hereby covenant and agree with Lessor as follows:

(a) Payment of Rent. That Lessee will pay the rent reserved to the Lessor at the place designated by the Lessor at the time and in the manner provided as aforesaid for the payment thereof, without deduction or delay.

(b) Default. Should the Lessee be in default in the performance of any condition, covenant or agreement herein contained, or should it abandon or vacation said premises, besides other remedies or rights the Lessor may have, it shall be optional with the Lessor, after giving said thirty-day written notice of default, to relet said premises or any portion thereof for such rent and upon such terms as the Lessor may deem fit and proper, and if a sufficient sum shall not be thus realized after paying the expenses of such reletting, Lessee agree to satisfy and pay the deficiencies, and to pay the expenses of such reletting, including any and all attorneys' fees, costs and expenses incurred or necessary in connection therewith. For purposes of this section, "sufficient sum" shall mean an amount equal to the sum total of all of Lessee lease payments for the unexpired balance of the lease term, plus Lessor expenses of reletting the premises, including any and all attorney's fees, costs, and expenses incurred by Lessor in connection therewith.

All remedies herein and hereby given the Lessor shall be cumulative and in addition to any other legal and equitable rights which the Lessor may have by law or otherwise.

(c) No use shall be made of said premises other than the contemplated use as an office space, nor shall any action be taken which shall increase the hazard thereof, for insurance or other purposes.

(d) Waste. Lessee will not commit, nor suffer to be committed, any waste upon the said premises.

(e) Repairs. Lessee will, at their sole cost and expense, and without expense to the Lessor, keep and maintain the demised premises and every part thereof, except the roof, the exterior walls and hallways, but including all inside walls and all plaster, tile, structural glass and glazing, light electrical fixtures, interior plumbing and flooring, in good and sanitary condition, order and repair, hereby waiving all rights as provided in Sections 1941 and 1942 of the Civil Code of the State of California. Lessee shall, in maintaining said premises in good and sanitary order and condition, furnish their own janitorial service without expense to the Lessor.

(f) Alterations. Lessee will not make, nor suffer to be made, any additions to or alterations of the said premises or any part thereof without the written consent of Lessor first had and obtained. Any additions to or alterations of the said premises which cannot be reasonably removed without causing damage to the leased premises shall become at once a part of the realty and belong to the Lessor. Any additions to or alterations of the said premises which can be removed without causing damage to the leased premises shall remain the property

of Lessee if actually removed within ten (10) days of the date of termination or cancellation of this lease, but shall become the property of the Lessor if not timely so removed. It is expressly understood and agreed, without limiting the foregoing, that any linoleum or rubble tile, or other floor covering affixed to the floors by plaster, glue, cement, or mastic, and any wood flooring and carpeting installed by the Lessee, shall become and remain a part of the leased premises and shall not be removed by the Lessee at the end of their occupancy or otherwise, except upon written consent or order of Lessor.

(g) Signs. The Lessee shall not affix or cause to be affixed, any signs or awnings on or to said space without first submitting designs of the same to the Lessor and obtaining Lessors' prior approval thereof "which approval shall not be unreasonably withheld." Any and all such signs shall conform and abide in any and all respects with all applicable laws, rules and ordinances. Said signs so approved by the Lessors shall be and remain the property of the Lessees, provided, however, that the same shall be removed without defacement of or injury to the premises or building aforesaid.

(h) Laws and Regulations. Lessees will, at their sole cost and expense, faithfully observe in the use of the premises all City regulations and ordinances and County, State and Federal ordinances, regulations and statutes now in force, or which may hereafter be in force.

(i) Utilities. Except as otherwise expressly agreed in writing between the parties, Lessees will neither do nor permit to be done any act which might or could result in the placement of any mechanics', laborers', or materialmen's liens, or any other liens, claims or demands of any nature upon or against the demised premises, improvements, or fixtures, or any portion thereof.

(j) Damages. Lessee, as a material part of the consideration under this lease, do hereby assume all risk of injury, or damage to persons using the premises or property, including all property of the Lessee and the Lessor in or about said premises. Lessee hereby agrees to defend, indemnify and hold harmless Lessor and all its officers and employees from and against all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given whether or not contributed to by any act or omission, active or passive, negligent or otherwise, of the Lessor, or any officer, employee or agent thereof.

(k) Inspection. Lessee will permit Lessor, their agents or representatives, to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same, or for the purpose of repossessing said premises in the event of default, or for the

purpose of making repairs, alterations, or additions to any portion of said office space, with a rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the premises thereby occasioned.

(l) Surrender of Premises. Lessee will, on the last day of the term of this lease or other sooner termination hereunder, peaceably and quietly leave, surrender and yield up to the Lessor, all and singular, the said premises with the appurtenances thereto in good order, condition and state of repair, damages through Acts of God and by ordinary wear and tear through normal use alone excepted. If Lessee does not clean the premises before surrendering same, the Lessor may so do, and in that event Lessee agree to pay the Lessor for the cost of cleaning same.

(m) Holding Over. In the event that Lessee shall hold over after expiration of the term of this lease with the consent, express or implied, of the Lessor, such holding over shall be deemed merely a tenancy from month to month on the same terms, covenants and conditions so far as applicable, as herein contained.

(n) Indemnity. Lessee acknowledge and represent that they have inspected the premises, know the condition thereof, and assume full responsibility for any injury to persons or damage or destruction to property by reason of the use of said premises under this leave, and undertake and agree to release and hold harmless and indemnify the Lessor and all its officers and employees from and against

all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given whether or not contributed to by any act or omission, active or passive, negligent or otherwise, of the Lessor, or any officer, employee or agent thereof.

2.05 Destruction of Premises. In the event of a partial destruction of the demised premises during the term hereof from any cause, except the fault or negligence of Lessee, the Lessor shall forthwith repair the same, provided such repairs can be made within thirty (30) days under the regulations of Federal, State, County or City authorities, but such partial destruction shall in no way annul or void this lease, except that the Lessee shall be entitled to a proportionate deduction to be based the extent to which the making of such repairs shall interfere with the business carried on by the Lessee in said premises, but in no event to be more than the amount of the monthly rental. In the event that the Lessors do not make sure repairs in the thirty (30) days, or such repairs cannot be made under such regulations, this lease may be terminated at the option of either the Lessor or the Lessee. In respect to any partial destruction which the Lessor are obligated to repair, or may elect to repair, under the terms of this paragraph, the provisions of Section 1932,

Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California, are waived by the Lessee.

2.06 Waiver. The waiver by the Lessor of any breach of any term, covenant, or condition in this lease contained and set forth shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

2.07 Quiet Possession. The Lessor do hereby covenant and agree with the Lessee that so long as the Lessees keep and perform the covenants and agreements herein contained on its part to be kept and performed, it shall at all times during the term hereof or any extension or renewal of said term, peaceably and quietly have, hold, use and enjoy the said premises without suit, trouble, or hindrance from Lessors, their agents or representatives.

2.08 Insurance. Lessee shall provide Lessor with a certificate of insurance in the amount of $1,000,000 for General Liability. All policies must provide for thirty (30) days' notice to the City Clerk of the City of Bishop by registered mail to cancel, must be furnished in duplicate and must be approved by the City Clerk.

Such policy shall be evidenced by certificate of insurance naming the City of Bishop additional insured. Certificate of insurance must be in a form acceptable to the City of Bishop. All insurance coverage shall include endorsements naming the "City of Bishop and each of its directors,

officers, agents, consultants and employees as additional insureds" under their policies while acting in their capacity for the City.

III

GENERAL PROVISIONS

3.01 Notices. Notices, demands, declarations and communications desired to be given or served by either the Lessor or the Lessee upon the other, or others, shall be deemed validly served and given when deposited in any United States Post Office by registered or certified mail, with the postage hereon fully prepaid, and if intended for the Lessor, addressed to it as follows:

CITY ADMINISTRATOR
CITY OF BISHOP
P.O. BOX 1236
377 WEST LINE STREET
BISHOP, CALIFORNIA 93515

and such other place as they may hereafter designate in writing and if intended for the Lessee, addressed as follows:

INYO COUNTY BOARD OF SUPERVISORS
PO BOX DRAWER N
INDEPENDENCE, CALIFORNIA 93526

or such other place as Lessee may hereafter designate in writing, and the date of the sender's registered or certified mail receipt shall be deemed prima facie evidence of the date upon which service was made.

3.02 Attorney's Fees. It is understood and agreed that in the event suit shall be brought for unlawful detainer of said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenants, promises, or conditions herein contained, on the part of the Lessee or Lessor, to be kept or performed, then and in such event the prevailing party in such action shall be entitled to recover from the other party a reasonable attorney's fee to be fixed by the Court and all other appropriate relief and court costs.

3.03 Assignment. Lessee shall not assign this lease, in whole or in part, without the consent in writing of Lessor first had and obtained.

3.04 Inurement. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, subject only to the conditions against assignment herein specifically set forth.

IN WITNESS WHEREOF, the parties have executed this lease agreement in triplicate on the date first above written.

CITY OF BISHOP

---------- 8/19/15

BY: Pat Gardner, Mayor Date

ATTEST:

---------- 8/13/15

BY: Jim Tatum, City Administrator Date

INYO COUNTY

---------- 8/18/15

BY: Inyo County Chairman,
Board of Supervisors Date

ATTEST:

Patricia Gunsalley 8-18-15

BY: Clerk of Board of Supervisors Date

Exhibit A

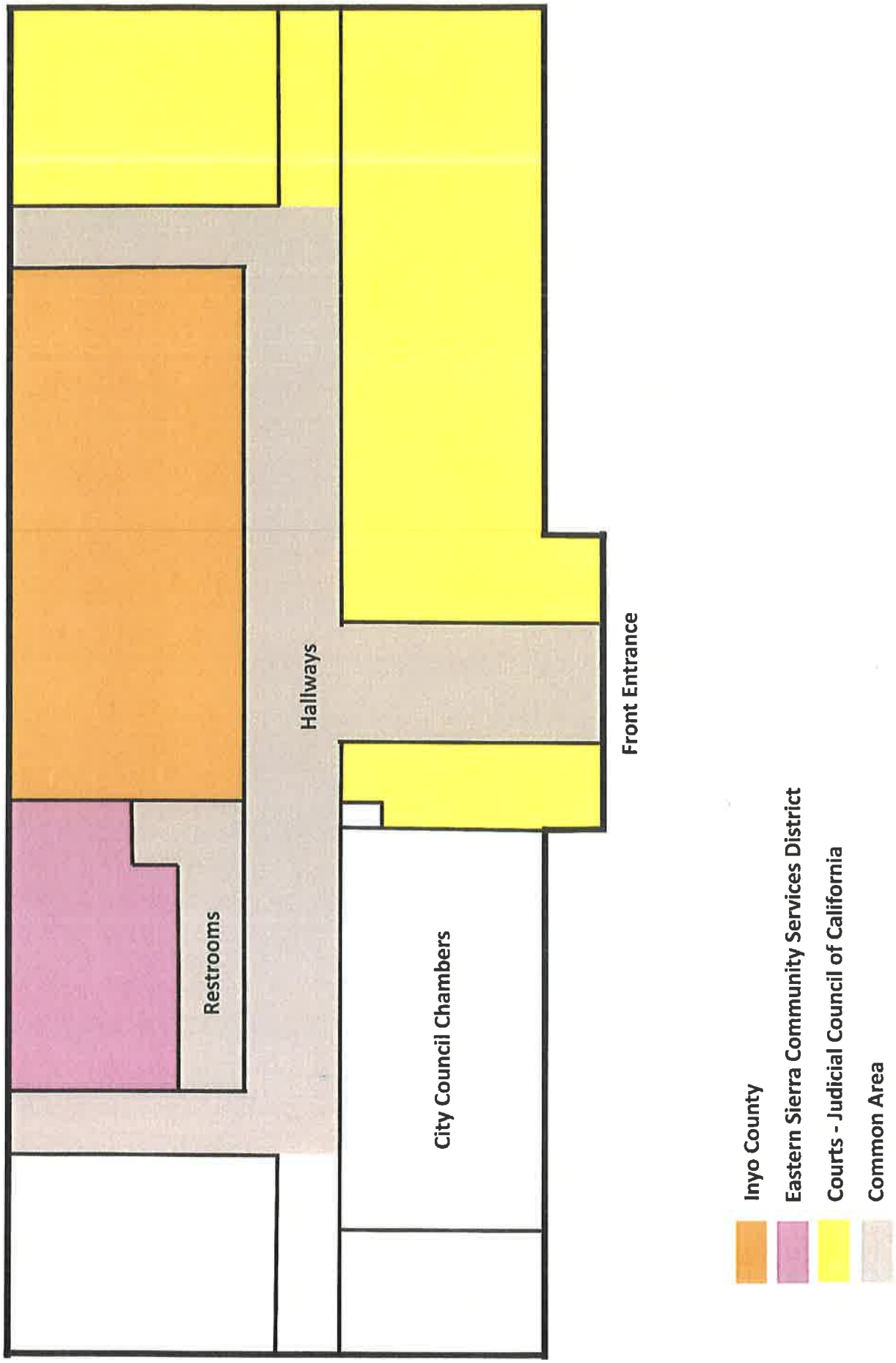
Restrooms
Hallways
City Council Chambers
Front Entrance
Inyo County
Eastern Sierra Community Services District
Courts - Judicial Council of California
Common Area

EXHIBIT B
FEE STRUCTURE
CLARK WING LEASE
(COUNTY OF INYO)

1. Base space rent shall be for 2509 square feet of Clark Wing space which includes adjacent hall way and public spaces.

   Lessee shall pay Lessor the sums listed in the payment schedule below for all space leased (2509 sq. ft.) hereunder, payable in advance of each fiscal year (July 1-June 30), commencing as of the first day of July 2015.

   PAYMENT SCHEDULE:

July 1, 2015 - June 30, 2016	$1.18 per square foot x 2509 square feet = $2,960.62/month*
July 1, 2016 - June 30, 2017	$1.22 per square foot x 2509 square feet = $3,049.44/month*
July 1, 2017 - June 30, 2018	$1.26 per square foot x 2509 square feet = $3,140.92/month*
July 1, 2018 - June 30, 2019	$1.29 per square foot x 2509 square feet = $3,235.15/month*
July 1, 2019 - June 30, 2020	$1.33 per square foot x 2509 square feet = $3,332.20/month*

   * Includes water, sewer, electricity and propane.

AMENDMENT NO. 1 TO
LEASE AGREEMENT
WITH INYO COUNTY

This Amendment No. 1 ("Amendment") to Lease Agreement is made and entered into effective the 30th day of June, 2020, by and between the CITY OF BISHOP (hereinafter "LESSOR"), and INYO COUNTY, (hereinafter "LESSEE"). LESSOR and LESSEE are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i). LESSOR and LESSEE entered into a Lease Agreement ("Agreement") effective July 1, 2015 through which LESSEE has been leasing certain property owned by LESSOR as more fully explained Lease Agreement.

(ii). The Parties now seek to amend the Agreement to extend the term.

(iii). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Section 2.01 of the Agreement is hereby amended to read as follows:

   Term. Lessor, in consideration of the rents, covenants and agreements hereinafter contained and set forth to be promptly paid, kept and performed by the Lessee, and upon the condition that each and all of said covenants and space more particularly described in Section 1.01 hereof, for a term of one month, commencing as of the first day of July 2020 and terminating July 31, 2020 at mdnight, at and for the rental hereinafter provided to be paid by the Lessee, and renewing automatically on a month-to-month basis until terminated as provided by Section 2.02.

2. Section 2.02 of the Agreement is hereby amended to read as follows:

   Termination. Lessor or Lessee may terminate this lease for any reason so long as written notice is provided to the other party with 10 calendar days notice.

3. Section 2.03 of the Agreement is hereny amended to read as follows:

   Rental. As rental for the use and occupancy of said premises during the term hereof, Lessee pomises and agrees to pay unto the Lessor a monthly sum equal to $3,473.33 ($1.37 per square foot x 2509 square feet = $3,473.33/month) which amount includes water, sewer, electricity and propane.

4. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

5. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

6. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to Lease Agreement to be executed as of the day and year first above written.

"LESSEE" Inyo County

By: _____
Inyo County Chairman, Board of Supervisors

ATTEST:

By: _____
Clerk of the Board of Supervisors

"LESSOR" City of Bishop

By: _____
Mayor, City of Bishop

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Dean J. Pucci, City Attorney

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"LESSEE" Inyo County

By: _____
Inyo County Chairman, Board of Supervisors

ATTEST:

By: _____
Clerk of the Board of Supervisors

"LESSOR" City of Bishop

By: _____
Mayor, City of Bishop

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Dean J. Pucci, City Attorney

County of Inyo

Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Debbe Ditmar

SUBJECT: Request authorization to purchase Web and Mobile Facilities Service Request Software.

RECOMMENDED ACTION:
Request Board: A) declare Cascade Software Systems of Montreal, Quebec, Canada a sole-source provider of Web and Mobile Service Request Software; and B) authorize payment to Cascade Software Systems of Montreal, Quebec, Canada in the amount of $13,300 for Web and Mobile Facilities Service Request Software.

SUMMARY/JUSTIFICATION:
The Public Works Department-Building and Maintenance is requesting approval to purchase updated software from Cascade Software Systems, the company we currently use to track and bill departments for work completed by either Road or Building & Maintenance. The updated software that we are requesting will allow our Building & Maintenance staff to have work orders processed by each department and sent directly to their iPhones, producing service requests enabling them to enter or edit work descriptions as they do the work. The Public Works Department receives multiple facility service requests or work orders per day and this software would make the entire process faster and more efficient.

We are asking Cascade Software Systems be declared a sole-source provider as they are the provider of the licensed tracking and billing software currently used by staff.

BACKGROUND/HISTORY OF BOARD ACTIONS:
Back on February 18, 2020 your Board approved the Mid-Year Financial Report which included our departmental request to increase our mid-year budget allowing the purchase this specific software upgrade.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose not to approve this purchase which is not recommended. Staff would then have to continue entering each service request the old fashioned way, sometimes missing information, taking up time which could be avoided with the purchase of this technologically innovative software.

OTHER AGENCY INVOLVEMENT:
County Counsel
Auditor

FINANCING:
Funding was increased at Mid-Year in Building & Maintenance 011100 Professional Services 5265

ATTACHMENTS:
1. Cascade Quote
2. Cascade Software Systems Invoice

APPROVALS:

Debbe Ditmar	Created/Initiated - 6/3/2020
Darcy Ellis	Approved - 6/8/2020
Debbe Ditmar	Approved - 6/8/2020
Michael Errante	Approved - 6/8/2020
Breanne Nelums	Approved - 6/8/2020
Jayme Westervelt	Approved - 6/11/2020
Marshall Rudolph	Approved - 6/11/2020
Amy Shepherd	Approved - 6/11/2020
Michael Errante	Final Approval - 6/11/2020

Cascade Software Systems

911 Country Club Rd, Suite 320
Eugene, OR 97401
541-343-9160

QUOTE

DATE	5/18/2020
QUOTE #	
CUSTOMER ID	INY
VALID UNTIL	6/17/2020

CUSTOMER

Inyo County Roads

re: Web & Mobile Facilities Srv Reqs

DESCRIPTION	UNIT PRICE	QTY		AMOUNT
1. Iphone mobile Facilities Srv Req App	5,000.00	1		5,000.00
a. Service Request Management				-
b. Time Entry against Srv Reqs				-
Note: Live connection to WinCAMS.				-
Cellular connection required.				-
2. Web Facilities Srv Req	2,000.00	1		2,000.00
a. Service Request Mgmt/submittal/query				-
b. Time Entry against Srv Reqs				-
				-
Implementation & setup -- Hosted by CSS	1,000.00	1		1,000.00
				-
Onsite training (2 days, 2 visits)	2,650.00	2		5,300.00
				-
				-
Annual Maintenance = $1400				-
				-
			Subtotal	$ 13,300.00

TERMS AND CONDITIONS

1. Customer will be billed after services are complete
2. Please fax (541-343-8724) or email (ayren@csscams.com) the signed quote to accept

Customer Acceptance (sign below):

x B. Nelvins 5/18/20

Print Name:

TOTAL	**$ 13,300.00**

ıve any questions about this price quote, please contact
yren@csscams.com or 541-343-9160 x111

Invoice

7405 Transcanada Hwy, Suite 100
Montreal, QC H4T 1Z2
Canada
Phone: +1 (514) 316-7647 x20115
Email: ar.cascade@valsoftcorp.com

INVOICE #: INV-000531-CSS
DATE: 05-25-2020

Billing Address
County of Inyo - DPW
Christina Tia Harris
P.O. Drawer Q
Independence, CA 93526
1-760-878-0206
ctharris@inyocounty.us
bnelums@inyocounty.us

CUSTOMER REFERENCE		PAYMENT TERMS	DUE DATE
CO -- Web & Mobile Facilities SRQ		**DoR**	**05-25-2020**
QTY	**DESCRIPTION**	**UNIT PRICE**	**AMOUNT**
1	Professional services - Support	$1,000.00	$1,000.00
1	Software license Fees	$7,000.00	$7,000.00
		SUBTOTAL	**$8,000.00**
		SALES TAXES	**$0.00**
		TOTAL	**$8,000.00**
		TOTAL PAID	*-$0.00*
		AMOUNT DUE	**$8,000.00**
		Invoice Currency	**USD**

Remit payments to:
Cascade Software Systems
7405 Transcanada Hwy, Suite 100
Montreal, QC H4T 1Z2
Canada

County of Inyo

County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Clint Quilter, Amy Shepherd, Denelle Carrington

SUBJECT: Adoption of Modified Fiscal Year 2019-2020 Board Approved Budget as the Preliminary Budget for Fiscal Year 2020-2021

RECOMMENDED ACTION:
Request Board adopt the modified Fiscal Year 2019-2020 Board Approved Budget as the Preliminary Budget for Fiscal Year 2020-2021 and approve the Fixed Assets as recommended by staff *(4/5ths vote required).*

SUMMARY/JUSTIFICATION:
Preliminary Budget

A budget must be adopted for continuance of County operations into Fiscal Year 2020-2021. Therefore, it is the recommendation of the County Administrator that your Board adopt the Fiscal Year 2019-2020 Board Approved County Budget, modified as discussed below, as the Preliminary Budget (spending plan) for Fiscal Year 2020-2021 until your Board holds Budget Hearings and takes action to approve a Final Board Approved County Budget for Fiscal Year 2020-2021, which is expected to occur by mid-September.

The Fiscal Year 2020-2021 Preliminary Budget, which includes all Funds within your Board's purview, contains $103,205,974 in expenditures and $100,025,490 in revenues. Of these totals, the General Fund portions are $62,574,598 and $58,187,201 respectively. This assumes a General Fund Balance for the year ending June 30th of $4,387,397. While Fund Balance will not be certified by the Auditor-Controller until September 8, 2020 the Preliminary Budget reliance on Fund Balance is somewhat misleading given the Preliminary Budget will not be close to being fully expended prior to the Final Budget being approved based on actual Fund Balance.

Rollover List

Approving the Preliminary Budget is necessary to keep operations going until the passage of the Final Budget. As part of the Preliminary Budget approval process, your Board authorizes a list of specific expenditures that would not otherwise be included in the rollover budget but are expected to be undertaken during the "dry period." These do not increase the size of the previous years budget. This list traditionally includes all capital and road projects currently underway, necessary contracts, fixed assets, and any other necessary and justified expenditure.

As submitted, the Preliminary Budget includes the following fixed assets, capital projects that are ongoing, and new or increased consultant services.

Budget	Budget #	Obj. Code	Amount	Description
CAO-ACO	010201	5650	$ 20,000	Contingency/Capital Purchases
		5232	$ 3,000	Contingency/Capital Purchases
		5265	$ 400,000	Contracted Services
		5640	$ 200,000	Building purchase
CAO-COVID19	010208	5232	$ 12,000	Unexpected purchases related to COVID19 Emergency
CAO-General Relief Fund	010205	5650	$ 150,000	Back-Up Generator Purchase - Grant received in previous fiscal year but was unable to move forward with purchase due to COVID19
District Attorney	022400	5232	$ 2,000	Purchase of equipment to be installed in new safety vehicle
Computer Upgrade	011808	5232	$ 20,000	Emergency Computer Equipment Purchases
		5650	$ 150,000	Core Switch/Firewall Replacement
ONESolution Upgrade	011806	5700	$ 30,000	Financial System upgrades
Phone System Upgrade	011807	5700	$ 67,100	Phone System Expenses
Homeland Security 18-19	623718	5232	$ 45,929	Radio purchase needed to complete grant
Homeland Security 19-20	623719	5232	$ 21,707	Radio purchase needed to complete grant
Emergency Preparedness 19-20	623819	5232	$ 40,000	Face Mask purchase
Tecopa Lagoon Phase II	643111	5700	$ 100,000	Project continuation
OES - VWAC 19-20	620419	5232	$ 3,000	Three month budget, need to purchase equipment before 09/30/20
Road	034600	5717	$ 625,000	N. Round Valley Bridge Replacement - construction and inspection
		5232	$ 2,000	Emergency purchase of printer or laptop if needed
Road Projects - State Funded	034601	5735	$ 80,000	Continuation of Road Projects
		5736	$ 80,000	
		5704	$ 7,000	
		5705	$ 1,469,000	
		5708	$ 50,000	
Bishop Airport	150100	5650	$ 900,000	Purchase of Fire Truck to meet requirements to become a commercial airport
Bishop Airport Taxiway	630305	5700	$ 1,500,000	Construction Contract
Bishop Airport Runway	631100	5700	$ 4,000,000	Construction Contract
Water Systems	152199	5700	$ 180,000	Water Main Construction
Transportation & Planning Trust	504605	5232	$ 3,000	Traffic Counters
CSA 2	810001	5700	$ 50,000	Sewer Construction
Deferred Maintenance	011501	5640	$ 688,433	Annex HVAC and Information Services Cooling

(Continued) Budget	Budget #	Obj. Code	Amount	Description
Recycling & Waste Management	045700	5232	$ 5,227	Generator and prior year PO for dumpster covers
		5620	$ 13,906	Independence Gatehouse - prior year PO
		5655	$ 80,000	Roll off truck approved in prior year but unable to move forward with purchase due to COVID-19
Parks & Recreation	076999	5700	$ 76,980	Dog Park Project - continuation of project
Sheriff - General	022700	5232	$ 2,000	Replacement chair for dispatch
		5232	$ 7,410	Current Contract - Nielsen Phase 2 Radio Installation
Social Services	055800	5640	$ 20,000	ADA improvements for new building
Jail - General	022900	5232	$ 2,000	Chairs for Jail
Risk Management	010900	5232	$ 2,500	To purchase chairs for departments in case of an emergency
Insurance Trust	011600	5158	$ 136,656	To pay insurance Premiums due by July 30, 2020
Workers Comp	500902	5158	$ 881,000	
Liability Trust	500903	5158	$ 580,000	
Medical Malpractice	500904	5158	$ 54,000	
All Budgets with Salaries & Benefits	Various	5024	$ 5,769,499	Unfunded Liability payments that must be made in July

This year's Preliminary Budget again resists inclusion of department requests for certain appropriations associated with projects and purchases which would typically (and appropriately) not be considered for funding until the regular Budget Hearings. This affects department requests for "dry period" funding for discretionary purchases and projects, some of which have been long in the pipeline, and some that might need to be funded with categorical monies or Operating Transfers. If these projects and purchases were approved in the Preliminary Budget, they would essentially pre-empt your Board's further consideration and budget flexibility during the Budget Hearings or approval of the Final County Budget. This is particularly important in situations when the project or purchase would need to be funded with an Operating Transfer (e.g. General Fund, Geothermal Royalties, etc.) that could be used for other budget needs once those needs were fully identified through the full budget process.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could decline to adopt the Preliminary Budget as presented, however, this is not recommended because a spending plan needs to be in place by July 1, 2020 for continuation of operations prior to adoption of a Final Board Approved Budget for Fiscal Year 2020-2021. Your Board could also choose to adopt a Preliminary Budget that modifies the amounts presented here. This option is also not recommended because the Board must have a spending plan in place for Fiscal Year 2020-2021, which commences on July 1, 2020, and because your Board should conduct Budget Hearings before higher spending levels are adopted for Fiscal Year 2020-2021. Alternately, your Board could otherwise modify or reduce the rollover list and consider the eliminated item(s) as part of Fiscal Year 2020-2021 Budget Hearings.

OTHER AGENCY INVOLVEMENT:

As part of the Fiscal Year 2020-2021 Budget "Kickoff", departments were asked to submit requests regarding any fixed asset expenditures, applicable contracts, Public Works and Road projects, and other necessary expenditures for which they anticipated needing funding during the *dry period*. All requests were due by May 29, 2020. The requests (as well as some non-requests) were reviewed by the County Administrator's Office and the Auditor-Controller's Office as part of the preparation of the Fiscal Year 2020-2021 Preliminary Budget, and the Budget Team's recommendations are contained herein.

FINANCING:
The Preliminary Budget totals approximately $103,205,974 in expenditures and $100,025,490 in revenues, which includes $62,574,598 in expenditures and $58,187,201 in revenues for the General Fund.

ATTACHMENTS:

APPROVALS:

Denelle Carrington	Created/Initiated - 6/2/2020
Darcy Ellis	Approved - 6/2/2020
Denelle Carrington	Approved - 6/8/2020
Amy Shepherd	Approved - 6/11/2020
Clint Quilter	Final Approval - 6/11/2020

County of Inyo

Water Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 16, 2020

FROM: WATER DEPARTMENT

SUBJECT: 2020-2021 Fiscal Year Lower Owens River (LORP) Annual Work Plan, Budget, and Schedule

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RECOMMENDED ACTION:
Request Board approve the 2020-2021 Fiscal Year LORP Annual Work Plan, implementation of which is contingent on approval of the same by the L.A. Board of Water and Power Commissioners.

SUMMARY/JUSTIFICATION:
The County and LADWP are jointly responsible for funding the LORP. For the past 12 years, funds set aside as a credit from LADWP, and funds in the LORP Trust Account, have been drawn upon to pay the County's share of its LORP costs. The responsibilities and obligations of each party are described in the May 18, 2010, Agreement Between the County of Inyo and City of Los Angeles Department of Water and Power Concerning the Operations and Funding of the Lower Owens River Project; commonly referred to as the Post-Imp Agreement. This funding agreement commits each of the parties to fund the LORP for 15 years and expires on July 11, 2022. According to the Post-Imp Agreement (Sec. II.A): After July 11, 2022, the required flows will continue to be maintained and the flow compliance monitoring required by the Stipulation and Order will continue to be conducted; however, Inyo ahd LADWP will decide what level of operations, maintenance, habitat monitoring, and adaptive management will be conducted.

The initial Post-Imp Agreement Credit Account balance was $2,253,033, and the beginning Trust Account balance was $3,368,017 for a total of $5,621,050. As of June 1, 2020 the Credit Account holds a balance of $1,003,155, and as of June 3, 2020 the Trust Account balance is $2,362,512. The sum is $3,365,667.

The 2004 Final Environmental Impact Report for the Lower Owens River Project ("FEIR") Section 2.2.1 provides that in December of each year, the Technical Group will develop and adopt an annual work plan for the Lower Owen River Project (LORP) describing work regarding the LORP to be performed in the following fiscal year, including implementation of adaptive management measures. Following adoption by the Technical Group, the work plan will be submitted to the County and LADWP governing boards for approval. Each governing board must approve the plan before it can be implemented.

The 2020-2021 Work Plan, Budget, and Schedule were prepared in accordance with Sections D, E, and F of the Post-Imp Agreement and agreed to by the Technical Group on June 11, 2020.

In FY 2020-2021, the total cost to fund the LORP is $724,903, which is $180,077 more than was budgeted in 2019-2020. The County will pay $110,440 from the LORP Trust Account to fund a portion of the LORP related work. This amount is less than LADWP's contribution of $614,463 so under the Post-Imp Agreement, LADWP will

increase or decrease the County's LORP Post-Implementation Credit by the difference divided by two. This year the LORP Credit will be reduced by $252,011 (Table 1).

The 2020-2021 Work Plan includes provisions for:
1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Hydrologic monitoring and reporting of Lower Owens River flows.
3. Maintenance associated with required flow compliance monitoring and reporting.
4. Biological and water quality monitoring described in the LORP Monitoring and Adaptive Management Plan.
5. Services provided by the LORP consultants Mark Hill and Bill Platts (formally Ecosystems Sciences Inc.)
6. The preparation of the LORP Annual Report.
7. Other work or activities including mosquito abatement, beaver control, and noxious weed treatment.
8. Adaptive Management tasks shared equally by LADWP and Inyo County.

Descriptions of these tasks and cost breakdowns can be found in the Work Plan and Budget. Table 1 summarizes the expenses anticipated by each party and costs for the MOU consultant that were agreed to by the Technical Group on June 11, 2020.

Biologic and water quality monitoring is conducted by staff from both LADWP and the Water Department. For budgeting purposes a day-for-day offset is used, rather than dollar-for-dollar. In 2020-2021, a combined effort on the Biological and Water Quality work is estimated to require a combined 16 people-days split evenly between the County and LADWP.

LORP Operations and Maintenance (O&M) in 2020-2021 is estimated to cost $394,655 for the river and $259,999 for Blackrock Waterfowl Management Area for a total of $654,654. From this figure pre-LORP baseline costs are subtracted. The baseline cost deduction is adjusted annually based on the November Los Angeles-Riverside CPI. The CPI adjusted total for O&M in 2020-2021 is $496,233. This compares to $282,356 budgeted for O&M in 2019-2020. In part this increase resulted from a needed replacement of the LORP Intake spill gate and sediment removal upstream of the gate. The gate was damaged in 2017.

The County will administer the contracts with the MOU Consultants Mark Hill and Bill Platts. Up to $30,440 will be withdrawn from the Trust Account to pay combined consultant expenses in 2020-2021.

Background, Requirements, and Constraints on LORP Funding

Funding for the LORP is prescribed by a lengthy series of agreements and Court orders.

Section XII of the Water Agreement provides that: (1) the County will fund one-half of the LORP initial construction costs (up to a maximum of $3.75 million—less any funds contributed to cover the initial construction costs by the State of California or other non-LADWP sources), (2) LADWP will fund the remaining initial construction costs of the LORP, and (3) LADWP and the County will jointly fund and operate the LORP after it has been implemented (except for the costs of operating and maintaining the pump station which will be funded by LADWP).

On August 8, 2005, the Court sanctioned LADWP to the effect that, starting September 5, 2005, and until Los Angeles established permanent baseflows of approximately 40 cfs throughout the Lower Owens River, Los Angeles paid $5,000 per day into an escrow account established by Los Angeles and Inyo County. The proceeds of the account, including accrued interest may only be used for: (1) to pay for Special Master services associated with establishment of flow in the LORP, (2) to pay the County's share of post-implementation costs for the LORP, and (3) to pay the cost of monitoring habitat indicator species at the direction of the California Department of Fish and Game for a five year period in an amount not to exceed a cumulative total of $100,000, and (4) to pay the cost of the escrow account. The Special Master's role in the establishment of LORP baseflows has terminated. The escrow account is held by the County Treasury as Trust Account (504103), Sierra Club vs. LA Court Trust ("Trust Account").

On September 16, 2005, the County and the LADWP entered into a settlement agreement ("LORP Funding Agreement") whereby LADWP agreed to provide $5,242,965 to the County. With regard to the County's obligation to fund $3.75 million of the LORP implementation costs, the LORP Funding Agreement provides that LADWP will provide a credit to the County in the amount of $2,989,932. The LORP Funding Agreement also acknowledges that the provision of this credit, in combination with the County's previous application of $360,000 obtained from the U.S. Bureau of Reclamation, $250,000 obtained from the U.S. Department of Housing and Urban Development, and $150,068 obtained from the EPA to LORP initial construction costs, fully discharged the County's obligation for the payment of $3.75 million for the LORP initial construction costs.

With regard to the County's obligation to fund a portion of the LORP post-implementation costs, the LORP Funding Agreement provides as follows: (1) the difference between $5,242,965 and the $2,989,932 that will be applied to the LORP initial construction costs (a difference of $2,253,033), will be a credit held in trust by LADWP. This "Post Implementation Credit" will be used to partially fund the County's obligation to pay one half of the LORP post-implementation costs; (2) each year, the then remaining amount of this Post Implementation Credit will be reduced by the County's share of the LORP post-implementation costs until the $2,253,033 credit has been reduced to zero; (3) each year, the then remaining unexpended portion of the $2,253,033 will be annually adjusted upward or downward in accordance with the previous April Los Angeles--Anaheim--Riverside All Urban Consumers Price Index ("CPI") or its successor; (4) the annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs; and (5) the CPI adjustment will commence when LADWP has established a permanent baseflow of approximately 40 cfs in the LORP.

The LORP Funding Agreement also provides that a Trust Account will be established in the Inyo County Treasury and that the interest earned on the fund balance will remain in the account. The LORP Funding Agreement also provides that only after the $2,253,033 Post Implementation Credit (adjusted as described above) has been reduced to zero, will the County begin to pay its share of the LORP post-implementation costs from the Trust Account; however, the County may elect to reimburse itself from the Trust Account for LORP related costs incurred by the County.

On July 11, 2007, the parties to the MOU entered into a Stipulation and Order resolving issues of compliance with the MOU. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP. With the entry of the Stipulation and Order on July 11, 2007, LADWP ceased making payments of $5,000 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP.

BACKGROUND/HISTORY OF BOARD ACTIONS:
N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Direct staff to work with LADWP to modify the 2020-2021 Fiscal Year Lower Owens River Project Work Plan, Budget, and Schedule.

OTHER AGENCY INVOLVEMENT:
LADWP, Inyo/Mono Agricultural Commissioner

FINANCING:
Adoption of the Work Plan, Budget and Schedule would require costs to the County of $110,440 for 2020-2021, which has been budgeted in the Water Department's Budget (024102). Sufficient funds are available in the Post-Implementation Credit and Trust Account (504103) to fund this work.

After the $139,493 deductions for LORP work in FY 2019-2020, and a 3.3% CPI adjustment was applied in April 2019, $1,003,155 will remain available in the LORP Post-Implementation Credit for the 2020-21 LORP Work Plan. The LORP Trust Account Balance (504103) as of June 3,2020 is $2,362,512. The Post-Implementation Credit is held by LADWP, and the County of Inyo Treasury holds the Trust Account. The sum of accounts, $3,365,667, with Trust Account interest and Credit Account indexing, is available to fund the County's LORP costs, trust account costs, and funding for the MOU Consultants through the term of the Funding Agreement ending July 11, 2022.

ATTACHMENTS:

1. 2020-2021 LORP Work Plan
2. Table 1

APPROVALS:

Laura Piper	Created/Initiated - 6/2/2020
Aaron Steinwand	Approved - 6/2/2020
Darcy Ellis	Approved - 6/3/2020
Laura Piper	Approved - 6/4/2020
Marshall Rudolph	Approved - 6/4/2020
Amy Shepherd	Final Approval - 6/9/2020

Lower Owens River Project
Work Plan, Budget, and Schedule

2020-2021 Fiscal Year

Prepared by
Inyo County Water Department and
Los Angeles Department of Water and Power

Lower Owens River Project
Work Plan, Budget, and Schedule

2020-2021 Fiscal Year

The Inyo County Water Department and the Los Angeles Department of Water and Power jointly prepared this 2020-2021 Fiscal Year Lower Owens River Project Work plan. The Inyo County/Los Angeles Technical Group adopted this work plan on June 11, 2020. The Technical Group recommends that the Inyo County Board of Supervisors and the City of Los Angeles Board of Water and Power Commissioners or their designee approve the 2020-2021 Fiscal Year Lower Owens River Project Work Plan.

Introduction

The Final Environmental Impact Report for the Lower Owens River Project (LORP) Section 2.2.1 provides that in December of each year, the Long-Term Water Agreement (LTWA) Technical Group will develop and adopt an annual work program for the LORP, which describes LORP work to be performed in the following fiscal year. This work program identifies who will perform or oversee tasks, a schedule, and a budget. This work plan and budget was prepared according to the Agreement between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement) sections D, E, and F. Following adoption by the Technical Group, the work program will be submitted to the County and LADWP governing board for approval. Each governing board must approve the plan before this work plan and budget can be implemented. This Work Plan, Budget, and Schedule is in force from July 1, 2020 – June 30, 2021.

The objectives of this work plan are to maintain compliance with the July 11, 2007 Superior Court Stipulation and Order in Case No. S1CVCV01-29768, conduct monitoring necessary to achieve the LORP goals described in the 1997 Memorandum of Understanding, maintain infrastructure necessary to the operation of the LORP, and implement adaptive management measures. The following priorities are observed in this work plan:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
3. Habitat and water quality monitoring described in the LORP Monitoring and Adaptive Management Plan, or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
5. Other work or activities including the implementation of adaptive management measures.

Section 1 of this work plan covers the budget and schedule for operations and maintenance, monitoring, mosquito abatement, noxious species control, saltcedar control, and reporting activities. Saltcedar control activities are identified but are funded under separate agreements and not budgeted in this work plan.

The budget amount reflects the additional costs above equal sharing of work by the parties and does not include the costs of Inyo and LA staff times where they offset.

LORP Operations & Maintenance and Monitoring Budget

Table 1 summarizes the costs of operation, maintenance and monitoring for the fiscal year and specifies the costs incurred by Inyo County, Los Angeles, and the cost of the MOU consultant. A summary of these activities follows in Section 1 below.

In 2020-2021 a total of 16 people days will be required to complete standard biologic and water quality monitoring tasks. Inyo County and LADWP will each contribute 8 days. Maintenance, Operations, and Hydrologic monitoring are tasks solely performed by LADWP, and are without offsetting costs. LADWP has allocated 120 days for Range Monitoring, which is a LADWP cost. Inyo County and LADWP will perform additional Adaptive Management tasks over 308 people days (Inyo County 154 and LADWP 154 days).

Based on this budget, total cost for the fiscal year is $724,902.83, with Inyo County contributing $110,440.00 and LADWP contributing $614,462.83. Inyo County's Post Implementation Credit will be decreased by $252,011.42. The credit deduction is calculated by subtracting the dollars LADWP will spend during the fiscal year from the amount spent by Inyo County, and dividing this figure by two.

Table 1. LORP Work Plan Summary Budget, FY 2020-2021

Inyo County	Budgeted Staff Work Days	Value of Additional Staff Time, Materials, and Equipment	Payment/Credit
Biologic and Water Quality	8	$0.00	
Mosquito Abatement	-	$30,000.00	
MOU Consultant	-	$30,440.00	
Noxious Species Control	-	$50,000.00	
Adaptive Management	154	$0.00	
Inyo County Totals	**162**	**$110,440.00**	**($252,011.42)**
LADWP	**Budgeted Staff Work Days**	**Budgeted Value of Additional Staff Time, Materials, and Equipment**	
Hydrologic Monitoring	-	$70,230.00	
Biologic and Water Quality	8	$0.00	
Operations and Maintenance	-	$496,232.83	
Mosquito Abatement	-	$30,000.00	
Rodent Control	-	$18,000.00	
Adaptive Management	154	$0.00	
LADWP Totals	**162**	**$614,462.83**	
Combined Total	**324**	**$724,902.83**	
Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP)	**($252,011.42)**		

Footnote to Table 1. Post Implementation Credit and Trust Accounting

Original Post Implementation Credit		$2,253,033	$2,253,033
Increase Post Imp Credit by 2.9% based on the July 2007 price Index	2.9%	$65,338	$2,318,371
County's obligation for July 11, 2007 to June 30, 2008 period		$243,524	$2,074,847
Increase the remaining balance of the Post Implementation Credit by 5.7% based upon the July 2008 price index	5.7%	$118,266	$2,193,113
County's obligation for 2008-2009 fiscal year		$243,524	$1,949,589
Reduce the remaining balance of the Post Implementation Credit by 1.3% based upon the April 2009 price index	-1.3%	$25,345	$1,924,245
County's share of the costs for the 2009-2010 work plan and budget, including adaptive management.		$266,176	$1,658,069
Increase the remaining balance of the Post Implementation Credit by 1.9% based upon the April 2010 price index effective July 10, 2010	1.9%	$31,503	$1,689,572
County's share of the costs for the 2010-2011 work plan and budget, including adaptive management effective July 21, 2010.		$317,805	$1,371,767
Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2011 price index effective July 10, 2011.	3.3%	$45,268	$1,417,035
County's share of the costs for the 2011-2012 work plan and budget, including adaptive management effective July 21, 2011.		$48,278	$1,368,757
County's share of the costs for the Amended 2011-2012 work plan and budget, effective July 21, 2011.		$57,687	$1,311,070
Increase the remaining balance of the Post Implementation Credit by 1.5% based upon the April 2012 price index effective July 10, 2012.	1.5%	$19,666	$1,330,736
County's share of the costs for the 2012-2013 work plan and budget, including adaptive management effective July 23, 2012.		$14,084	$1,344,820
Increase the remaining balance of the Post Implementation Credit by 0.9% based upon the April 2013 price index effective July 10, 2013.	0.9%	$12,103	$1,356,924
County's share of the costs for the 2013-2014 work plan and budget, including adaptive management effective June 21, 2013.		$41,979	$1,398,903
Increase the remaining balance of the Post Implementation Credit by 1.4% based upon the April 2014 price index effective July 10, 2014.	1.4%	$19,585	$1,418,487
County's share of the costs for the 2014-2015 work plan and budget, including adaptive management effective June 21, 2014.		$78,483	$1,340,004
Increase the remaining balance of the Post Implementation Credit by 0.5% based upon the April 2015 consumer price index.	0.5%	$6,700	$1,346,704
County's share of the costs for the 2015-2016 work plan and budget, including adaptive management effective June 21, 2015.		$73,755	$1,272,949
Increase the remaining balance of the Post Implementation Credit by 2.0% based upon the April 2016 consumer price index.	2.0%	$25,459	$1,298,408
County's share of the costs for the 2016-2017 work plan and budget, including adaptive management effective June 21, 2016.		$84,704	$1,213,704
Increase the remaining balance of the Post Implementation Credit by 2.7% based upon the April 2017 consumer price index.	2.7%	$32,770	$1,246,474
County's share of the costs for the 2017-2018 work plan and budget, including adaptive management, effective October 31, 2018.		$114,857	$1,131,617
Increase the remaining balance of the Post Implementation Credit by 4.0% based upon the April 2018 consumer price index.	4.0%	$45,265	$1,176,882
County's share of the costs for the 2018-2019 work plan and budget, including adaptive management, effective October 31, 2019.		$139,493	$1,037,389
Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2019 consumer price index.	3.3%	$34,234	**$1,003,155**

The annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs (PIA 8.4). The LORP Trust Account Balance as of February 28, 2020 was $2,392,818.19.

Section 1. Maintenance and Monitoring Tasks

LORP Tasks

The maintenance and monitoring portion of this work plan consists of four categories of tasks: operations and maintenance, hydrologic monitoring, biological monitoring, and range monitoring.

Operations and Maintenance

Maintenance activities consist of cleaning sediment accumulations and other obstructions from water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, adjustments to flow control structures, maintenance/replacement of existing structures, and necessary annual maintenance to spillgates, ditches, dikes, berms, ponds and other features in the BWMA. Operation activities consist of setting and checking flows and ensuring that necessary flows reach the river to maintain mandated base and seasonal habitat flows. Estimates of the level of effort necessary for maintenance are adjusted as required by section II.D of the Funding Agreement, which allows that costs for maintenance of ditches, spillgates, and control structures that are above the baseline costs for facilities in the river corridor and Blackrock Waterfowl Management Area (BWMA) shall be shared. Additionally, LADWP will replace the LORP Intake Langemann gate with one with more vertical range of movement to minimize issues delivering and measuring mandated flows, and which is resistant to corrosion. The LORP Langemann Gate is a shared cost under the Funding Agreement Section II.D.2. Budgeted Operations and Maintenance costs and associated material costs are included in Table 2. The estimated 2020-2021 costs for River corridor and BWMA facilities are $394,654.70 and $259,998.93 respectively, for an overall 2020-2021 operations and maintenance expenditure of $654,653.63. This figure reduced by the combined CPI-adjusted baseline costs for the river corridor and BWMA facilities is $496,232.83 (Table 2).

Hydrologic Monitoring

Hydrologic monitoring consists of monitoring, analyzing, and reporting river baseflows and seasonal habitat flows, the flooded extent of the Blackrock Waterfowl Management Area (BWMA), the levels of the Off-River Lakes and Ponds, and baseflows, pulse flows, and seasonal habitat flows to the Delta. Hydrologic monitoring costs for the 2020-2021 fiscal year are $70,230.00 (Table 3).

Biological/Water Quality Monitoring

Biological monitoring, analysis, reporting, and report preparation will be jointly conducted by Inyo and LADWP as identified in Table 4.01 of the LORP Monitoring and Adaptive Management Plan (MAMP) (Table 4). LADWP and Inyo County will continue to monitor flooded extent in 2020-2021 at Blackrock as in past years. Inyo Staff and LADWP Staff will spend a total of 16 people days on LORP biological and water quality monitoring per the MAMP. There will be no off-setting costs.

Adaptive management

Inyo County and LADWP have identified adaptive management tasks to complete in the 2020-2021 fiscal year. Refer to Section 2 for more information. A total of 308 people-days is budgeted for adaptive management, with Inyo County contributing 154 people-days and Los Angeles contributing 154 days.

Table 2. LORP Operations and Maintenance Budget- 2020-2021 Fiscal Year

Labor					Equipment			
Location/Activity	**Labor type**	**Hours**	**Labor Rate**	**Total Labor**	**Equipment/Materials**	**Hours**	**Rate**	**Total Equip**
River								
Measuring Station Maintenance								
	Power Shovel Operator	20	$52.06	$1,041.20	Excavator	20	$108.80	$2,176.00
	Truck Driver	20	$45.30	$906.00	3 axle dump truck	20	$56.50	$1,130.00
	Operator	20	$49.37	$987.40	Mower	20	$90.10	$1,802.00
	Building Repairman	10	$45.88	$458.80	3/4 ton 4x4 pick- up	80	$13.60	$1,088.00
	MCH	50	$40.16	$2,008.00	Water truck	40	$31.23	$1,249.20
Subtotal				**$5,401.40**				**$7,445.20**
Intake Spillgate								
Maintenance	Building Repairman	40	$45.88	$1,835.20	Bull Dozer	80	$61.65	$4,932.00
	MCH	380	$40.16	$15,260.80	Backhoe and trailer	80	$37.19	$2,975.20
	Operator	180	$49.37	$8,886.60	3/4 ton 4x4 pick- up	580	$13.60	$7,888.00
	Power Shovel Operator	160	$52.06	$8,329.60	Mower	20	$90.10	$1,802.00
	Truck Driver	100	$45.30	$4,530.00	Excavator	160	$108.80	$17,408.00
					3 axle dump truck	100	$48.03	$4,803.00
Intake Langemann Gate Material Cost								$155,400.00
Subtotal				**$38,842.20**				**$195,208.20**
Thibaut Spillgate and Ditch								
Cleaning	Power Shovel Operator	40	$52.06	$2,082.40	Excavator	40	$108.80	$4,352.00
	Operator	80	$49.37	$3,949.60	Backhoe and trailer	40	$37.19	$1,487.60
	Truck Driver	80	$45.30	$3,624.00	Loader	40	$37.40	$1,496.00
	MCH	120	$40.16	$4,819.20	3 axel dump truck	80	$48.03	$3,842.40
					3/4 ton 4x4 pick- up	160	$13.60	$2,176.00
Subtotal				**$14,475.20**				**$13,354.00**
Independence Spillgate and Ditch								
Cleaning/Mowing	Power Shovel Operator	80	$52.06	$4,164.80	Excavator	80	$108.80	$8,704.00
	Operator	80	$49.37	$3,949.60	Loader	40	$37.40	$1,496.00
	Truck Driver	40	$45.30	$1,812.00	Side dump	40	$65.66	$2,626.40
	MCH	160	$40.16	$6,425.60	Mower	40	$90.10	$3,604.00
					3/4 ton 4x4 pick- up	200	$13.60	$2,720.00
					Water truck	40	$31.23	$1,249.20
Subtotal				**$16,352.00**				**$20,399.60**
Locust Spillgate and Ditch								
Cleaning	Power Shovel Operator	40	$52.06	$2,082.40	Excavator	40	$108.80	$4,352.00
	Operator	80	$49.37	$3,949.60	Backhoe and trailer	80	$37.19	$2,975.20
	MCH	120	$40.16	$4,819.20	3/4 ton 4x4 pick- up	160	$13.60	$2,176.00
	Truck Driver	40	$45.30	$1,812.00	3 axle dump truck	40	$48.03	$1,921.20
Subtotal				**$12,663.20**				**$11,424.40**
Georges Ditch								
Cleaning/Mowing	Operator	80	$49.37	$3,949.60	Mower	30	$90.10	$2,703.00
	Truck Driver	20	$45.30	$906.00	Backhoe and trailer	30	$37.19	$1,115.70
	Power Shovel Operator	40	$52.06	$2,082.40	Loader	20	$37.40	$748.00
	MCH	120	$40.16	$4,819.20	Excavator	40	$108.80	$4,352.00
					3/4 ton 4x4 pick-up	160	$13.60	$2,176.00
Subtotal				**$11,757.20**				**$11,094.70**
Alabama Spillgate								
Cleaning	Power Shovel Operator	60	$52.06	$3,123.60	Excavator	60	$108.80	$6,528.00
	Operator	40	$49.37	$1,974.80	Bull Dozer	40	$61.65	$2,466.00
	Truck Driver	180	$45.30	$8,154.00	3 axle dump truck	180	$48.03	$8,645.40
					3/4 ton 4x4 pick-up	60	$13.60	$816.00
Subtotal				**$13,252.40**				**$18,455.40**

Labor					Equipment			
Location/Activity	**Labor type**	**Hours**	**Labor Rate**	**Total Labor**	**Equipment/Materials**	**Hours**	**Rate**	**Total Equip**
Delta Spillgate								
	Building Repairman	40	$45.88	$1,835.20	3/4 ton 4x4 pick- up	40	$13.60	$544.00
	MCH	40	$40.16	$1,606.40	3/4 ton 4x4 pick- up	40	$13.60	$544.00
Subtotal				**$3,441.60**				**$1,088.00**
River Subtotal				**$116,185.20**				**$278,469.50**
Blackrock Waterfowl Management Area								
Blackrock Ditch								
Maintenance	Operator	120	$49.37	$5,924.40	Mower	80	$90.10	$7,208.00
	Truck Driver	240	$45.30	$10,872.00	3 axle dump truck	120	$48.03	$5,763.60
	MCH	260	$40.16	$10,441.60	3/4 ton 4x4 pick- up	400	$13.60	$5,440.00
	Power Shovel Operator	140	$52.06	$7,288.40	Excavator	140	$108.80	$15,232.00
					Loader	40	$37.40	$1,496.00
					Water truck	60	$31.23	$1,873.80
					Side dump	60	$65.66	$3,939.60
Subtotal				**$34,526.40**				**$40,953.00**
Thibaut Pond Maintenance								
Discing Maintenance	Operator	20	$49.37	$987.40	Low bed/side dump	6	$65.66	$393.96
	MCH	20	$40.16	$803.20	Quadtrac/excavator	20	$108.80	$2,176.00
	Truck Driver	12	$45.30	$543.60	3/4 ton 4x4 pick- up	40	$13.60	$544.00
					Water truck	6	$31.23	$187.38
Subtotal				**$2,334.20**				**$3,301.34**
Patrol & Flow Changes (River and BWMA)								
A&R data	A&R Keeper (1.5 FTE)	3089	$44.31	$136,873.59	3/4 ton 4x4 pick- up	3089	$13.60	$42,010.40
Subtotal				**$136,873.59**				**$42,010.40**
BWMA Subtotal				**$173,734.19**				**$86,264.74**

TOTALS	
River Total	**$394,654.70**
BWMA Total	**$259,998.93**
Total O and M	**$654,653.63**
CPI Adjusted O & M	**$496,232.83**

Baseline Costs (described in Post -Imp)		River	BWMA
CPI adjustment		$56,863.00	$62,798.00
2006-2007	4.5%	$59,421.84	$65,623.91
2007-2008	3.1%	$61,263.91	$67,658.25
2008-2009	-1.3%	$60,467.48	$66,778.69
2009-2010	0.9%	$61,011.69	$67,379.70
2010-2011	0.7%	$61,438.77	$67,851.36
2011-2012	3.0%	$63,281.93	$69,886.90
2012-2013	2.1 %	$64,610.85	$71,354.53
2013-2014	0.4%	$64,869.30	$71,639.94
2014-2015	1.3%	$65,712.60	$72,571.26
2015-2016	1.6%	$66,764.00	$73,732.40
2016-2017	1.8%	$67,965.75	$75,059.59
2017-2018	3.6%	$70,412.52	$77,761.73
2018-2019	3.6%	$72,947.37	$80,561.15
2019-2020	3.2%	$75,281.69	$83,139.11

Table 3. Hydrologic Monitoring Budget, FY 2020-2021

	Person days	Labor Costs	Equipment Cost	Total Budgeted Cost July 1, 2020 through June 30, 2021
	HYDRO OPERATIONS			
River Stations	28	$ 12,040.00	$ 1,120.00	$ 13,160.00
Seasonal Habitat	7	$ 3,010.00	$ 280.00	$ 3,290.00
Off River Lakes & Ponds	8	$ 3,440.00	$ 320.00	$ 3,760.00
Flow to Delta	2	$ 860.00	$ 80.00	$ 940.00
Blackrock Waterfowl	8	$ 3,440.00	$ 320.00	$ 3,760.00
Reporting Compliance	7	$ 3,010.00	$ 280.00	$ 3,290.00
	HYDRO MAINTENANCE			
River Stations	4	$ 1,720.00	$ 4,960.00	$ 6,680.00
Off River Lakes & Ponds	1	$ 430.00	$ 40.00	$ 470.00
Flow to Delta	2	$ 860.00	$ 3,080.00	$ 3,940.00
Blackrock Waterfowl	2	$ 860.00	$ 3,080.00	$ 3,940.00
	ENGINEERING			
Reporting Compliance	60	$ 27,000.00	$ -	$ 27,000.00
			Total Hydro Budget	**$70,230.00**

Table 4. Biological Monitoring Budget, FY 2020-2021

Biological Monitoring	Days	Inyo Days	LA Days
Blackrock Waterfowl Management Area			
Waterfowl Area Acreage	16	8	8
Total Person Days on Project	**16**	**8**	**8**

Range Monitoring
Range monitoring is related to the tasks described in Section 4.6 of the MAMP. Three types of monitoring will take place that are directly related to the management of livestock grazing: irrigated pasture condition scoring, utilization and range trend monitoring. Range monitoring will be conducted by LADWP and is not a shared cost, and therefore is not budgeted for in this work plan (Table 5).

Table 5. Range Monitoring (LADWP only), FY 2020-2021

Task	People Days
Utilization	45
Irrigated Pasture Condition	5
Range Trend	50
Analysis and Reporting	20
Total	**120**

Mosquito Abatement
For fiscal year 2020-2021, the Owens Valley Mosquito Abatement Program (OVMAP) will continue a comprehensive Integrated Mosquito Management Plan (IMMP) when addressing the new and developing sources within the LORP in accordance with its mission of protecting public health. This IMMP consists of an expansion of currently used materials and methods for the surveillance and control of mosquitoes across the OVMAP boundary as well as contingency planning for late season flushing flows. The $60,000 budget anticipates field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes.

Noxious Species Control
The Inyo/Mono Counties Agricultural Commissioner's Office conducts operations to control and eradicate several different invasive weed species within the LORP boundaries. These invasive weed species include perennial pepperweed (*Lepidium latifolium*), Russian knapweed (*Acroptilon repens*), Canada thistle (*Cirsium arvense*), yellow star thistle (*Centaurea solstitialis*), spotted knapweed (*Centaurea maculosa*), hairy whitetop (*Carderia pubescens*), and heart podded hoary cress (*Carderia draba*). These populations are managed using integrated pest management methods, including mechanical, chemical, and biological controls.

For fiscal year 2020-2021, Inyo County will be responsible for treating weeds in the LORP. The budget for noxious weed control is $50,000. An increase in perennial pepperweed in the LORP in recent years will require additional funding and efforts to contain the existing population and prevent spread. Additional funding for Inyo County will be sought from outside sources.

Saltcedar Control
Due to lack of enhanced funding, Inyo County's saltcedar control program has been scaled back. The effort will focus on surveying and the treatment of saltcedar resprouts along the Owens River in the LORP. Inyo County's LORP saltcedar control activities are funded through the Inyo/Los Angeles Water Agreement. LADWP and Inyo County programs will work cooperatively to treat saltcedar, which may include areas in the LORP as resources are available.

Schedule

Table 6. Schedule of Monitoring and Reporting Activities for FY 2020-2021

Period	Monitoring
July 8 - July 16, 2020	Blackrock Waterfowl Management Area (BWMA) Flooded Extent
September 1- December 1, 2020	Delta Pulse Flow
August 1-August 31, 2020	LORP Noxious Species Survey
August 15-August 30, 2020	Tamarisk Beetle Survey
September 14 - September 22, 2020	BWMA Flooded Extent
September 1 - October 30, 2020	DHA Avian Monitoring
September 1 - October 30, 2020	LADWP/Inyo Prepare Draft LORP Report
October 1 - October 30, 2020	Fiscal Year 2019-2020 Work Plan and Budget Reconciliation
October 31, 2020	Draft LORP Report transmitted to MOU Consultant
October 31, 2020	Transmittal of LORP Accounting Report to Governing Boards
November 1 - November 30, 2020	MOU Consultant review Draft LORP Report and develop Recommendations
November 15-December 15, 2020	DHA Avian Monitoring
December 1, 2020	MOU Consultant transmit Adaptive Management Recommendations to Inyo/LADWP
December 5, 2020	Draft Report transmitted to MOU Parties
December 19, 2020	Public Meeting for Draft LORP Report
December 16, 2020 – February 14, 2021	Fiscal Year 2021-2022 Work Plan and Budget Development
January 1 – January 30, 2021	DHA Avian Monitoring
January 15 – January 20, 2021	BWMA Flooded Extent
March 1 –March 31, 2021	Technical Group Meeting to Adopt LORP Annual Report and 2021-2022 Fiscal Year Work Plan and Budget
March 1 – March 31, 2021	Transmittal of LORP Work Plan, Budget, and Schedule to governing boards for approval
March 1 - May 15, 2021	Delta Pulse Flow
March 15 - April 15, 2021	Noxious Species Survey
April 1 – May 31,2021	DHA Avian Monitoring
April 1 – May 31, 2021	LOR Migratory Bird Surveys
May 8 - May 16, 2021	BWMA Flooded Extent
May 17 – June, 11, 2021	Tamarisk Beetle Survey
May 1 - June 1, 2021	Seasonal Habitat Flow

Section 2. Adaptive Management

In the 2019 LORP Evaluation Report (2019 LORP Annual Report), LADWP and Inyo County identified additional tasks beyond what is defined in the MAMP that will be conducted by staff as Adaptive Management in the 2020-2021 fiscal year. Table 7 shows a total of 308 people-days budgeted for eight adaptive management tasks, with Inyo County contributing 154 people-days and Los Angeles contributing 154 days. Work planned includes:

1. BWMA Interim Management and Monitoring Plan
In FY 2020-2021, LADWP and Inyo County will work jointly to develop a 5-year Interim Management Plan for BWMA that incorporates habitat management recommendations set forth in the 2019 LORP Evaluation Report. The basic concept of the adaptive management recommendations involves transitioning from year-round flooding to seasonal flooding to increase the extent of open water and reduce the extent of cattail and bulrush, which is predicted to improve habitat quality for waterfowl and shorebirds. The plan will detail habitat objectives, the water delivery system and vegetation management. In addition, the current monitoring program will be reevaluated with the following objectives:

1) incorporate use of satellite imagery to document flooded acreage
2) assess the productivity of waterfowl food plants in response to management actions
3) assess habitat quality
4) Improve the efficiency of the avian monitoring

After the fifth year of implementation, the effectiveness of the program will be reevaluated in terms of improvements in habitat quality, ease of implementation, water use, cost, and any other management concerns. It is estimated that development of this plan will require 65 total people days split between LADWP and Inyo County staff in the 2020-2021 fiscal year.

2. Delta Habitat Area (DHA) avian monitoring
LADWP and Inyo County implemented a modified flow regime for the Delta Habitat Area in Spring 2020 to further improve habitat conditions for Habitat Indicator Species. To gauge the success of new water management, LADWP and Inyo County will conduct 9 avian surveys distributed across the fall, winter, and spring during the 2020-2021 fiscal year. The goal is to monitor change in waterbird use associated with the change in the seasonality of flow releases to the DHA. Additional time will be needed for survey planning and coordination in fiscal year 2020-2021; analysis and reporting of this information will be summarized in the 2021 LORP Annual Report. Twenty-two people days split by LADWP and Inyo County staff is budgeted for this task.

3. Delta Habitat Area remote sensing
Satellite imagery (30-m resolution) and low elevation drone imagery (5-cm resolution) will be used in the DHA to evaluate the effectiveness of the revised water release schedule in increasing habitat availability for indicator species. This work will require 12 people-days of effort, with Inyo County contributing 10 people-days and LADWP contributing 2 people-days.

4. Indicator Species & Avian Habitat Model revisions
Inyo County and LADWP will conduct a focal species analysis to evaluate avian community response to restoration and develop a habitat relationship model using existing data to replace the current California Wildlife Habitat Relationships (CWHR) model for the LORP. The new model will be used for predictive

habitat suitability mapping of Habitat Indicator Species in the LORP. This task is expected to take 40 people days (15 Inyo County, 25 LADWP).

5. Tamarisk beetle study

In the 2019 LORP Evaluation Report, Inyo County and LADWP proposed a study to track the spread of the tamarisk beetle (*Diorhabda carinulata*) and document its effectiveness in controlling saltcedar in the LORP area. An early defoliation assessment in known affected areas will be conducted in late May/early June 2020, and a post defoliation season evaluation will be conducted in late August 2020 in 3 macroplots within the LORP. Percent browsed and dead branches will be monitored for saltcedar trees within the plots. This task in the 2020-21 work plan will require 10 people days, including reporting. LADWP will carry out this task.

6. Tree recruitment assessment

One of the purposes of the seasonal habitat flow is to "…fulfill the wetting, seeding, and germination needs of riparian vegetation, particularly willow and cottonwood…" (MOU 1997), and therefore to develop/or maintain riparian forest. Further, the success of the LORP is, in part, gauged by the availability of habitat for MOU Habitat Indicator Species (HIS) some of which require dense woodland canopy for cover, feeding, and nesting. It was estimated that with the return of water, the LORP would develop an additional 854 acres of riparian forest; however the opposite has occurred, with willow and cottonwood coverage decreasing from 449 acres pre-project to 190 acres in 2017. Although woody riparian trees have been recruiting since 2007, the rate of recruitment and growth has not been able to keep pace with the loss of pre-project canopy. Without intervention, some LORP goals related to HIS and riparian woodland development might not be achieved. The loss of acreage is due to mortality of trees that developed in pre-project conditions, combined with insufficient recruitment to replace dead trees in those locations and elsewhere on the LORP.

The particular combination of environmental conditions compatible with recruitment has not been rigorously established. In order to correctly predict potential tree establishment locations for native riparian trees including black willow (*Salix gooddingii*), red willow (*Salix laevigata*), or Fremont cottonwood (*Populus fremontii*) we must first describe: 1) conditions which have permitted historic tree establishment during pre-project conditions on the LORP, 2) conditions which have permitted the limited recruitment since project inception, and 3) concurrent biological processes which may be inhibiting current germination and establishment. First, it is possible, by aging mature trees to correlate the year of establishment with environmental, hydrologic, and physical conditions that existed at that time. Second, we can learn from post-project recruitment events, recorded by years of rapid Assessment Survey, by considering a sample of these sites and assessing conditions such as: landform, surface water elevation, soil substrate, soil salinity, and the presence and extent of biotic competition. Finally, the effects of plant competition on germination, establishment and sapling development would be explored via vegetation removal on the wetted channel edge or wetted floodplain exposing bare soils with adequate soil moisture and high light exposure to local seed, and/or removing neighboring vegetation from established seedlings or saplings and following their growth response. In 2020-2021, these tasks will require 20 field days for sampling and data collection, and 15 office days for analysis and reporting. Inyo County will carry out this task.

7. Migratory bird surveys on river

The value of the LORP as migration stopover habitat has not been explored and may be underappreciated. Point count surveys in 2010 and 2015 that started in mid-May rather than the end of May, detected significant use of the LORP by neotropical songbird migrants. A limited number of surveys

during migration (late April-early May 2021) will provide an approximation on the importance of the LORP as stopover habitat for migrants traveling along the Pacific Flyway. LADWP and ICWD will each contribute 10-15 person days each to this effort between 3-4 qualified staff for a total of 20-30 total person days depending on the final study design.

8. Noxious species survey and treatment

Inyo County staff, surveying the upper reaches of the LOR in August 2018, 2019 and March of 2020, found that the density of perennial pepperweed (*Lepidium latifolium*) and saltcedar in the LORP has increased dramatically since the high water and flooding events in the winter/spring/summer of 2016-2017. This highly invasive species had been primarily located along the riverbank, but has recently infilled areas throughout the floodplain. Resources and funding will need to be increased to control further spread. This task will be completed in a summer/fall survey for both *Lepidium latifolium* and salt cedar that will help eradication and control efforts through the following and winter, spring and summer. A team of six biologists will conduct surveys on foot in the BWMA, LOR, ORL&P, and DHA. This task will require a total of 50 people days, which includes training and analysis/mapping/reporting. ICWD owns all equipment required for this exercise. LADWP will offset this survey effort with 50 people days of pepperweed treatment in the LORP area.

Table 7. Adaptive Management Monitoring

Task #	Biological Monitoring	Days	Inyo Days	LA Days
1	BWMA Interim Management and Monitoring Plan	65	25	40
2	Delta Habitat Area avian monitoring	22	9	13
3	Delta Habitat Area remote sensing	12	10	2
4	Indicator Species/Avian Habitat Model	40	15	25
5	Tamarisk beetle study	10	0	10
6	Tree recruitment assessment	35	35	0
7	Migratory bird surveys river	24	10	14
8	Noxious species survey	100	50	50
	Total Person Days	**308**	**154**	**154**

2020-21 Work Plan and Budget for Mr. Mark Hill, LORP MOU Consultant

The total budget is $15,220

TASK 1. RIVER AND WETLAND SITE VISITS

The MOU Consultant will visit all of the LORP units to familiarize themselves with on-the-ground conditions. This site visit will be made in early November in conjunction with range review. This will allow the Consultant to view the LORP prior to reviewing and evaluating the 2020-21 annual report and making adaptive management recommendations.

Labor:

	HOURS	RATE	COST
Principal (Hill)	20	$130	$2,600
Subtotal			$2,600

Expenses:

Travel (Mileage 1500/trip @ $0.58/mi)	0.5	$840	$420
Lodging	2	$155	$310
Per Diem	2	$95	$190
Expenses Subtotal			$920

TASK 2. ANNUAL REPORT EVALUATION AND ADAPTIVE MANAGEMENT RECOMMENDATIONS (AMR)

In late October, LADWP and ICWD will forward the draft annual report to the consultants. The consultants will review the chapters and verify conclusions. Following review and evaluation of the draft annual report a final chapter for AMR will be written for the final annual report and included in the LORP Annual Report. The deliverables will come in the form of a simple MS Word Document. AMR must be delivered to Inyo and LADWP by the first Monday in December.

Labor:

	HOURS	RATE	COST
Principal (Hill)	60	$130	$7,800
Subtotal			$7,800

TASK 3. BWMA INTERIM MANAGEMENT PLAN REVIEW

LADWP and Inyo County will draft a 5 year interim management plan for the BWMA that incorporates a seasonal flooding regime. This task allows for the MOU Consultant to review and comment on the interim management plan prior to its issuance to the MOU Parties. The deliverable for this task will be a MS Word document containing the MOU Consultant's comments.

	HOURS	RATE	COST
Principal (Hill)	30	$130	$3,900
Subtotal			$3,900

2020-21 Work Plan and Budget for Mr. Bill Platts, LORP MOU Consultant

The total budget is $15,220

TASK 1. RIVER AND WETLAND SITE VISITS

The MOU Consultant will visit all of the LORP units to familiarize themselves with on-the-ground conditions. This site visit will be made in early November in conjunction with range review. This will allow the Consultant to view the LORP prior to reviewing and evaluating the 2020-21 annual report and making adaptive management recommendations.

Labor:

	HOURS	RATE	COST
Principal (Plattes)	20	$130	$2,600
Subtotal			$2,600

Expenses:

Travel (Mileage 1500/trip @ $0.58/mi)	0.5	$840	$420
Lodging	2	$155	$310
Per Diem	2	$95	$190
Expenses Subtotal			$920

TASK 2. ANNUAL REPORT EVALUATION AND ADAPTIVE MANAGEMENT RECOMMENDATIONS (AMR)

In late October, LADWP and ICWD will forward the draft annual report to the consultants. The consultants will review the chapters and verify conclusions. Following review and evaluation of the draft annual report a final chapter for AMR will be written for the final annual report and included in the LORP Annual Report. The deliverables will come in the form of a simple MS Word Document. AMR must be delivered to Inyo and LADWP by the first Monday in December.

Labor:

	HOURS	RATE	COST
Principal (Plattes)	60	$130	$7,800
Subtotal			$7,800

TASK 3. BWMA INTERIM MANAGEMENT PLAN REVIEW

LADWP and Inyo County will draft a 5 year interim management plan for the BWMA that incorporates a seasonal flooding regime. This task allows for the MOU Consultant to review and comment on the interim management plan prior to its issuance to the MOU Parties. The deliverable for this task will be a MS Word document containing the MOU Consultant's comments.

	HOURS	RATE	COST
Principal (Hill)	30	$130	$3,900
Subtotal			$3,900

AQUEDUCT BUSINESS GROUP – N. DISTRICT

ENGINEER'S SUMMARY REPORT

January, 2018 Condition Assessment of Langemann Gate at the LORP Intake

ASSESSMENT REPORT

REPORT NO.:	DATE:
1	*Jan. 04 through Jan. 17, 2018*

WEATHER:
Clear and Sunny. Day time temperatures varying from 30 degrees (lows) to 65 degrees (highs) Fahrenheit.

Independence Construction forces completed the dewatering of the Langemann Gate on Tuesday afternoon, 1/16/2018, and Chuck Parkes completed an upstream inspection of the gate on Wednesday morning, 1/17/2018. The Langemann gate was reported damaged by A & R Supervisor Ben Butler on Wednesday evening 1/03/2018. It appears that the gate had been lowered onto trapped sediments below the lower leaf of the gate, and the gate failed in a partially-opened position with a failed gearbox and/or drive train. The vertical side channels of the gate were lifted and displaced upstream and the gate frame seal was compromised. De-watering operations started immediately after the emergency slide gate was opened and court-mandated flows to the Lower Owens River of 42 cfs were bypassed around the Langemann Gate sluiceway.

Once sediments were removed from over top of the upper leaf of the gate and below the lower leaf of the gate, the frame of the Langemann gate quickly returned to its original position inside the sluice channel. N.D. Engineering staff inspected the gate from the downstream side of the gate while early de-watering efforts were being made. Initial assessments were that the gear box failed and the gate automatically tripped to Manual Operation Mode. Independence Pump Shop staff jacked and shored the gate in the failed position, transferred load off of the drive train of the gate and successfully removed the gear box and drive from the Langemann gate cabinet. Pump shop mechanics quickly found sheared parts that were bound internally inside the gear box housing.

There was significant water infiltration coming into the concrete sluiceway from a cold joint in the floor and lowest portions of the sidewalls. Although these cold joints had been sealed with Hydro-phyllic tape at the time of construction in 2006, this past year's record-runoff flows as well as high groundwater conditions around the LORP Intake have failed these secondary seals, making total dewatering of the sluiceway very difficult. N.D. Engineering recommends that pressure-grouting of these compromised cold joints be performed both upstream and downstream of the Langemann gate before the gate is placed back in-service. The two existing side plates on the Langemann gate are badly-corroded and have corrosion holes compromising the sealing ability of the side plates to the main gate. New stainless steel SS-316 side plates should be ordered for the existing gate. The perimeter seal between the Langemann gate frame and the invert and sluiceway walls has been 100% breached. N.D. Engineering recommended removing all sealant materials, pressure-washing the substrate, and reapplying SikaFlex 1A polyurethane sealant at both sides of gate over top of ¾" diameter "Oakum" rope as a backing material to support the polyurethane sealant.

Once the new gear box arrives, the Langemann gate shall be tested for normal operation and have a yearly servicing and inspection performed. If found to be fully-operational, N.D. Engineering recommends placing the gate Back-in-Service as soon as possible.

N.D. Engineering will order new stainless steel side plates for the existing gate at an approximate cost of $ 11,000 dollars, but recommends not installing them on the existing gate until a new Langemann Gate can be procured, delivered, and installed in the sluiceway of the LORP Intake. We recommend that a new stainless steel Langemann gate with A304 structural steel frame and A316 stainless steel side plates be ordered immediately. The new gate will be sized to operate from a new storage height of 3.10 Ft. up to a maximum operating height of 11' – 4" within the existing 12' – 8" deep sluice channel. Although this total operating range of 8.25 Ft. matches the existing gate, we can operate it at a greater upstream water level elevation than the previous gate. Since 2008, we have been operating the Langemann gate at upstream river elevations never anticipated during the design of the original gate. We anticipate seasonal pulse flows now requiring upstream water levels from 8'-6" to 10'- 6" can be easily accommodated by this new gate.

With a fabrication lead time of 12 to 15 weeks, and an estimated cost of $160,000 dollars, the new gate could be delivered by mid-summer of 2018. At that time, our Independence Construction forces could dewater the old gate, remove it and haul it back to the Independence Yard for retro-fit of the new side plates, new roller chain installation, and a complete inspection by the manufacturer, Aqua-Systems 2000, Inc. whom would be in the Owens Valley for commissioning of the new gate. The manufacturer suggests rebuilding the 11 year-old existing Langemann Gate for a cost not to exceed $ 40K (25% of the cost of a new gate) and use the original gate as a back-up to the new Langemann gate. With the current court-mandated Stipulation & Order governing the operation of this critical flow control gate, it is critically-important to have a back-up available if the new gate were to ever fail. If this present gate failure had occurred during the summer when LORP flows exceed 80 cfs and higher, the emergency bypass pipe could not meet the river flow demand and we would be subject to fines or penalties from the court, for being out-of-compliance.

Conclusions: This 28' wide by 75' long sand trap should be cleaned a minimum of twice per year, and the quick commissioning of the new Barge-mounted Suction Dredge should be completed as soon as Fleet Services receives the unit. Sediments were allowed to build-up to a depth of over three feet inside the LORP Intake due to the high run-off flows in the Owens River in Run-off Year 2017 that brought in record amounts of sediments into the sand trap in the Owens River upstream of the LORP Intake. These river sands and sediments need to be cleared in front of both intakes to a level several feet below the invert elevation of both sets of Intake gates at-least one time per year. By the Spring of 2017, the level of these sediments in the Owens River sand trap had risen to a level several feet above the invert elevation of the LORP radial gates and this allowed for the transfer of high amounts of sediment to roll into the LORP Intake sand trap. Our construction forces were busy cleaning base of mountain sand traps, and were overwhelmed by the record run-off flows of 780 cfs outflows out of Tinemaha Reservoir. The Barge-mounted Suction Dredge that is currently being purchased by Fleet Services for the N.D. Aqueduct Section has a delivery date estimated for June, 2019. Once received it will greatly reduce the effort required by Independence Construction to keep the sediments in the Owens river at a manageable level, upstream of the LORP Intake gates and the LAA Intake Gates. See photos on page three which document the conditions of the LORP Langemann gate during this report period.

N.D. Engineering strongly recommends the purchase of a new Langemann Gate with additional vertical range of movement and A316 stainless steel corrosion-resistant side plates, and rebuilding of the existing Vintage 2007 gate with a new SCADA-Pack control system, new side plates, and new drive chain for a back-up. Having a back-up gate in the ready is critically-needed as we prepare for the increased run-off potential of our Eastern Sierra-Nevada Mountain watershed due to effects of Climate Change.

Signature: **Chuck Parkes, PE – N.D. Engineering Group**	Title: **Civil Engineering Associate III**

View of the cleaned and pressure-washed Langemann Gate ready for inspection . Note the downstream bulkhead gate and the dirt coffer dam preventing the river from flowing back into the sand trap.

Crews installed concrete barrier blocks and tarp D/S of the three radial gates to prevent inflows from the 3 leaking radial gates tarped, but never sealed.

View from rail car bridge at the downstream coffer dam. The lower 225 LF of tailrace channel below the LG is filled 3 to 4 Ft. deep with sands and river sediments. This needs to be cleaned also.

Typical rust-through holes in both of the original gate side plates. A quote of $ 9,900 dollars was received in 2016 for new side plates constructed of A316 corrosion-resistant Stainless Steel.

Top view of a LG side plate with stand-off bar. Although the LG was constructed of A304 stainless steel, the thin side plate metals were only plated stainless steel which corroded at seams & welds.

The communication pipe is A304 stainless steel, but the Uni-strut wall straps were only galvanized steel. All three wall brackets need to be replaced with A316 Stainless steel uni-strut and bolting.

Table 1. LORP Work Plan Summary Budget, FY 2020-2021

Inyo County	Budgeted Staff Work Days	Value of Additional Staff Time, Materials, and Equipment	Payment/Credit
Biologic and Water Quality	8	$0.00	
Mosquito Abatement	-	$30,000.00	
MOU Consultant	-	$30,440.00	
Noxious Species Control	-	$50,000.00	
Adaptive Management	154	$0.00	
Inyo County Totals	**162**	**$110,440.00**	**($252,011.42)**
LADWP	**Budgeted Staff Work Days**	**Budgeted Value of Additional Staff Time, Materials, and Equipment**	
Hydrologic Monitoring	-	$70,230.00	
Biologic and Water Quality	8	$0.00	
Operations and Maintenance	-	$496,232.83	
Mosquito Abatement	-	$30,000.00	
Rodent Control	-	$18,000.00	
Adaptive Management	154	$0.00	
LADWP Totals	**162**	**$614,462.83**	
Combined Total	**324**	**$724,902.83**	
Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP)	**($252,011.42)**		

County of Inyo

Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Melissa Best-Baker

SUBJECT: Ratify Amendment #3 to the Contract with County of Mono for ESAAA Services to seniors

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RECOMMENDED ACTION:
Request Board ratify and approve Amendment No. 3 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County-eligible residents, in the total amount not to exceed $144,420 for the period beginning July 1, 2019 through June 30, 2020 and not exceeding the total four-year amount of $424,912 for the period of July 1, 2016 through June 30, 2020.

SUMMARY/JUSTIFICATION:
The base allocations were approved in late June 2019; One Time Only monies were allocated in late January, 2020; and Families First Coronavirus Response Act Emergency Funding in April, 2020. This contract amendment was sent to Mono County at that time for processing. The signed agreement was returned to our office in June and routed through the approval process.

This amendment is coming before you in order to update the FY 19/20 allocation amount with Mono County by increasing the contract in the amount of $46,947 of the allocation, One Time Only Funds, an Adjustment (unspent funds from the prior fiscal year as calculated by CDA); and Families First Coronavirus Response Act Emergency Funding. Each year the California Department of Aging (CDA) sends out allocations for each Planning and Service Area (PSA). After the allocation is received, Inyo County HHS Staff further breaks down the allocations into what is available for Inyo County and what is available for Mono County based on the percentages that were approved by the Governing Board for the four year plan that is currently in place. The Department used this calculation to determine the above referenced amount. This amendment allows Mono County to use the funds in the current fiscal year.

The funding amounts per year for Mono services with one time only and adjustments are as follows:
Fiscal Year
2016/17 = $101,459
2017/18 = $88,696 (with OTO fund adjustment)
2018/19 = $94,812 (with OTO fund adjustment)
2019/20 = $144,420 (with OTO and adjustments)

BACKGROUND/HISTORY OF BOARD ACTIONS:
N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose not to approve this request. This is not recommended as this could result in Mono County invoicing for an amount that is higher than the actual allocation available.

OTHER AGENCY INVOLVEMENT:
County of Mono and California Department of Aging

FINANCING:
Funding for this contract comes from California Department of Aging State and Federal Funds. This is budgeted in the ESAAA Budgets (683000) in Other County Contributions (5539). No County General Funds.

ATTACHMENTS:
1. Mono County Minute Order
2. Mono Amendment 3

APPROVALS:

Melissa Best-Baker	Created/Initiated - 6/2/2020
Darcy Ellis	Approved - 6/2/2020
Marilyn Mann	Approved - 6/4/2020
Marshall Rudolph	Approved - 6/4/2020
Amy Shepherd	Approved - 6/5/2020
Melissa Best-Baker	Approved - 6/5/2020
Rhiannon Baker	Approved - 6/8/2020
Marilyn Mann	Final Approval - 6/8/2020

BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517

Shannon Kendall
760-932-5533
skendall@mono.ca.gov
Clerk of the Board

REGULAR MEETING of June 2, 2020

Helen Nunn
760-932-5534
hnunn@mono.ca.gov
Assistant Clerk of the Board

MINUTE ORDER
M20-110
Agenda Item #5m

TO: **Social Services**

SUBJECT: **Third Amendment to Senior Services Contract with Inyo County**

Approve the proposed contract Amendment #3 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020 and authorize the Board Chair to execute such Amendment on behalf of the County.
Peters moved; Kreitz seconded
Vote: 5 yes, 0 no
M20-110

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services, of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 7, 2017, on County of Inyo Standard Contract No. 116, for the term from July 1, 2016 to June 30, 2020.

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:

The first sentence of Paragraph 3.D. Limit upon Amount Payable Under this Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $424,912.00 (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.

SCHEDULE OF FEES:

3. The total contract amount for July 1, 2016 through June 30, 2020 is approximately $424,387.00; the 2016/17 allocation and One Time Only funds are $101,459.00; the 2017/18 allocation and One Time Only funds are $88,696.00; the 2018/19 allocation and One Time Only funds are $94,812; and the 19/20 allocation, One Time Only and Adjustment and Families First Coronavirus Response Act Emergency Funding are $144,420.

The effective date of this Amendment to the Agreement is July 1, 2019.

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

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
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: Stacy Corless
Signature

Stacy Corless
Type or Print

Dated: Jun 3, 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 RISK ASSESSMENT:

_____
County Risk Manager

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN
Budget Display
Fiscal Year 2019/20

Eastern Sierra Area Agency on Aging

		OTO & Adj	Families		Inyo	Mono	FY 19/20	FY 19/20	FY 19/20	FY 19/20	Net
	Baseline		First Corona $	Total	County	County	Inyo Base Allocation	Inyo Difference	Mono Base Allocation	Mono Difference	Change
Supportive Services											
Legal	20,000			20,000	20,000		20,000	-	-	-	-
0.2 I&A	16,634	432		17,067	17,067		16,634	432	-	-	432
0.15 Transportation (77/23)	12,476	324		12,800	9,856	2,944	9,606	250	2,869	75	324
0.6 Assisted Transportation (86/14)	49,903	1,297		51,200	44,032	7,168	42,916	1,116	6,986	182	1,297
0.05 Telephone Reassurance	5,211	108		5,319	5,319	-	5,211	108	-	-	108
Total Supportive Services	104,224	2,162		106,386	96,274	10,112	94,368	1,906	9,856	256	2,162
Ombudsman											
Federal Title IIIB	23,951	1,134		25,085	25,085	-	23,951	1,134	-	-	1,134
Federal Title VII Ombudsman	32,221	2,472		34,693	34,693	-	32,221	2,472	-	-	2,472
General Fund IIIB	66,845	37,569		104,414	104,414		66,845	37,569			37,569
Public Health L & C Program	3,578			3,578	3,578		3,578	-			-
State Health Facilities Citation	1,219	1,114		2,333	2,333		1,219	1,114	-	-	1,114
SNF Quality & Accountability	16,996			16,996	16,996		16,996	-	-	-	-
Total Ombudsman	144,810	42,289		187,099	187,099	-	144,810	42,289	-	-	42,289
Congregate Nutrition (84/16)											
Federal Title IIIC1	135,025	1,148	8,950	145,123	121,903	23,220	113,421	8,482	21,604	1,616	10,098
General Fund C1	45,917	87,282		133,199	111,887	21,312	38,570	73,317	7,347	13,965	87,282
NSIP C1	17,160	476		17,636	14,814	2,822	14,414	400	2,746	76	476
Total Congregate Nutr	198,102	88,906	8,950	295,958	248,605	47,353	166,406	82,199	31,696	15,657	97,856
Home-Delivered Meals (83/17)											
Federal Title IIIC2	84,518	1,343	17,901	103,762	86,122	17,640	70,150	15,973	14,368	3,271	19,244
General Fund C2	201,808	177,209		379,017	314,584	64,433	167,501	147,083	34,307	30,126	177,209
NSIP C2	27,946	776		28,722	23,839	4,883	23,195	644	4,751	132	776
Total Home Delivered	314,272	179,328	17,901	511,501	424,546	86,955	260,846	163,700	53,426	33,529	197,229
Disease Prevention											
Federal Title IIID	3,025	531		3,556	3,556	-	3,025	531	-	-	531
Total Disease Prevent	3,025	531		3,556	3,556	-	3,025	531	-	-	531
Family Caregiver											
Federal Title IIIE	19,595	2,577		22,172	22,172	-	19,595	2,577	-	-	2,577
Total Family Caregive	19,595	2,577		22,172	22,172	-	19,595	2,577	-	-	2,577
Elder Abuse											
Federal Title VII Elder Abuse Pre	585	36		621	621	-	585	36	-	-	36
Total Elder Abuse	585	36		621	621	-	585	36	-	-	36
Administration											
Federal Title IIIB	18,901			18,901	18,901	-	18,901	-	-	-	-
Federal Title IIIC1	21,943		995	22,938	22,938	-	21,943	995	-	-	995
Federal Title IIIC2	13,735		1,989	15,724	15,724	-	13,735	1,989	-	-	1,989
Federal Title IIIE	8,226			8,226	8,226	-	8,226	-	-	-	-
General Fund C1	95			95	95		95	-	-	-	-
General Fund C2	25			25	25		25	-	-	-	-
Total Administration	62,925	-	2,984	65,909	65,909	-	62,925	2,984	-	-	2,984
Grand Total - All Funds	847,538	315,829	29,835	1,193,202	1,048,782	144,420	752,560	296,222	94,978	49,442	345,664
Funding Summary											
Federal Funds	511,055	12,655	29,835	553,545	494,869	58,676	457,731	37,139	53,324	5,351	42,490
General Fund	314,690	302,060		616,750	531,005	85,745	273,036	257,969	41,654	44,091	302,060
Public Health L & C Program	3,578	-		3,578	3,578		3,578	-			-
SNF Quality & Accountability	16,996	1,114		18,110	16,996		16,996	-	-	-	-
Special Deposit	1,219			1,219	2,333	-	1,219	1,114	-	-	1,114
	847,538	315,829	29,835	1,193,202	1,048,782	144,420	752,560	296,222	94,978	49,442	345,664

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26th day of February 2019 an order was duly made and entered as follows:

HHS-ESAAA – Mono County Agreement Amendment 2	HHS Director Marilyn Mann presented for approval an amendment to the agreement with Mono County to provide ESAAA services to eligible residents, noting that HHS will begin work on a new area plan later this year. Supervisor Griffiths said it might be a good opportunity to examine the current model of delivering services to determine whether there is room for increased efficiencies. Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to ratify and approve Amendment No. 2 to the four-year agreement with the County of Mono for provision of Eastern Sierra Area Agency on Aging services to Mono County eligible residents, in the total amount not to exceed $94,812 for the period beginning July 1, 2018 through June 30, 2019 and not exceeding the total four-year amount of $382,440 for the period of July 1, 2016 through June 30, 2020. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 26th
Day of February, 2019

CLINT G. QUILTER
Clerk of the Board of Supervisors

By:

Routing
CC Purchasing Personnel Auditor CAO Other: HHS DATE: March 1, 2019

For Clerk's Use Only:
AGENDA NUMBER

16

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: 2/26/19

SUBJECT: Ratify Amendment #2 to the Contract with County of Mono for ESAAA Services to Seniors

DEPARTMENTAL RECOMMENDATION:
Request your Board ratify Amendment #2 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, in the total amount not to exceed $94,812 for the period beginning July 1, 2018 through June 30, 2019 and not exceeding the total four-year amount of $382,440 for the period of July 1, 2016 through June 30, 2020.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The base allocations were approved in late June 2018 and One Time Only monies were allocated in October, 2018. This contract amendment was sent to Mono County at that time for processing. The signed agreement was returned to our office in early January and routed through the approval process.

This amendment is coming before you in order to update the FY 18/19 allocation amount with Mono County by increasing the contract in the amount of $6,116 of increased base allocation and One Time Only Funds (unspent funds from the prior fiscal year as calculated by CDA). Each year the California Department of Aging (CDA) sends out allocations for each Planning and Service Area (PSA). After the allocation is received, Inyo County HHS Staff further breaks down the allocations into what is available for Inyo County and what is available for Mono County based on the percentages that were approved by the Governing Board for the four year plan that is currently in place. The Department used this calculation to determine the above referenced amount. This amendment allows Mono County to use the funds in the current fiscal year.

The funding amounts per year for Mono services with one time only adjustment are as follows:

Fiscal Year
2016/17 = $101,459
2017/18 = $88,696 (with OTO fund adjustment)
2018/19 = $94,812 (with OTO fund adjustment)
2019/20 = $97,473

These amounts are contingent upon State allocations in future years and any One Time Only funds or Sequestration cuts/restoration, the above amounts could be lower or higher.

ALTERNATIVES:
Board could choose not to approve this request. This is not recommended as this could result in Mono

County invoicing for an amount that is higher than the actual allocation available.

OTHER AGENCY INVOLVEMENT:
California Department of Aging

FINANCING:
Funding for this contract comes from California Department of Aging State and Federal Funds. This is budgeted in the ESAAA Budgets (683000) in Other County Contributions (5539). No County General Funds.

APPROVALS	
COUNTY COUNSEL: GC	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes Date: 1/30/19
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: ✓ Date: 2/4/19
BUDGET OFFICER: n/a	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 2/13/19

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services, of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 7, 2017, on County of Inyo Standard Contract No. 116, for the term from July 1, 2016 to June 30, 2020.

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:

The first sentence of Paragraph 3.D. Limit upon Amount Payable Under this Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $382,440.00 (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.

SCHEDULE OF FEES:

3. The total contract amount for July 1, 2016 through June 30, 2020 is approximately $382,440.00; the 2016/17 allocation and One Time Only funds are $101,459.00; the 2017/18 allocation and One Time Only funds are $88,696.00; the 2018/19 allocation and One Time Only funds are $94,812; and the allocation amount to be reimbursed will be approximately $97,473.00 for the remaining fiscal year.

The effective date of this Amendment to the Agreement is July 1, 2018.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 26th **DAY OF** February, 2019.

COUNTY OF INYO

By: _____

Dated: 2-26-19

CONTRACTOR

By: _____
Signature

John Peters, Board Chair
Type or Print

Dated: January 8, 2019

APPROVED AS TO FORM AND LEGALITY:

Grace Chuchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg
County Risk Manager

062912

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN
Budget Display
Fiscal Year 2018/19

Eastern Sierra Area Agency on Aging

	OTO-change in base			Inyo	Mono	FY 17/18	FY 18/19	FY 17/18	FY 18/19	Net
	Baseline		Total	County	County	Inyo Planning Allocations	Inyo Difference	Mono Planning Allocations	Mono Difference	Change from 17/18
Supportive Services										
Legal	20,000		20,000	20,000		20,000	-			
0.2 I&A	17,502	344	17,846	17,846		15,487	2,359			2,359
0.15 Transportation (77/23)	13,127	258	13,385	10,308	3,077	9,605	701	2,669	209	911
0.8 Assisted Transportation (66/14)	51,483	2,055	53,538	46,043	7,495	42,910	3,133	8,633	510	3,643
0.05 Telephone Reassurance	5,400	114	5,514	5,514		5,302	212			212
Total Supportive Services	107,512	110,283	110,283	99,709	10,574	93,304	6,405	8,634	720	7,124
84,769										
Ombudsman										
Federal Title IIIB	15,077	8,738	23,815	23,815		15,479	8,337			8,337
Federal Title VII Ombudsman	19,275	14,834	34,109	34,109		19,276	14,833			14,833
General Fund IIIB	8,939	57,310	66,249	66,249		8,945	57,304			57,304
Public Health L & C Program	3,576		3,576	3,576		3,576	(2)			(2)
State Health Facilities Citation	1,206		1,206	1,206		2,324	(1,118)			(1,118)
SNF Quality & Accountability	16,985		16,985	16,985		16,995	(10)			(10)
Total Ombudsman	65,058	80,882	145,940	145,940	-	66,596	79,344			79,344
Congregate Nutrition (84/16)										
Federal Title IIIC1	119,646	780	120,426	101,158	19,268	122,305	(21,147)	23,268	(4,023)	(25,170)
General Fund C1	82,457	(26,742)	55,715	46,601	9,114	44,677	2,124	9,010	104	2,228
NSIP C1	14,618	910	15,528	13,044	2,484	12,860	184	2,668	26	210
Total Congregate Nut	216,721	(26,052)	191,669	161,002	30,867	179,842	(18,840)	34,945	(3,893)	(22,733)
Home-Delivered Meals (83/17)										
Federal Title IIIC2	93,903	1,648	95,551	79,307	16,244	60,615	18,692	12,415	2,629	22,321
General Fund C2	176,263	16,857	193,120	160,290	32,830	130,264	30,026	26,851	5,149	35,175
NSIP C2	24,901	1,552	26,453	21,958	4,495	26,807	(4,851)	5,497	(994)	10,846
Total Home Delivered	295,067	20,057	315,124	261,553	53,571	217,686	43,867	44,767	6,784	52,551
Disease Prevention										
Federal Title IIID	2,723	1,164	3,887	3,887	-	2,669	1,218			1,218
Total Disease Prevent	2,723	1,164	3,887	3,887	-	2,669	1,218			1,218
Family Caregiver										
Federal Title IIIE	18,805	5,881	24,686	24,686	-	19,393	5,293			5,293
Total Family Caregive	18,805	5,881	24,686	24,686	-	19,393	5,293			5,293
Elder Abuse										
Federal Title VII Elder Abuse Pre	609	46	655	655		685	(30)			(30)
Total Elder Abuse	609	46	655	655	-	685	(30)			(30)
Administration										
Federal Title IIIB	19,081	881	19,962	19,962	-	18,553	1,409			1,409
Federal Title IIIC1	19,079	484	19,563	19,563	-	23,233	(3,670)			(3,670)
Federal Title IIIC2	14,974	514	15,488	15,488	-	11,693	3,795			3,795
Federal Title IIIE	8,252	812	9,064	9,064	-	7,767	1,297			1,297
General Fund C1	103	(13)	90	90		110	(20)			(20)
General Fund C2	28	(3)	25	25		29	(4)			(4)
Total Administration	61,517	2,675	64,192	64,192	-	61,385	2,807			2,807
Grand Total - All Funds	768,012	88,424	856,436	761,624	94,812	641,560	120,064	88,695	6,110	126,174
Funding Summary										
Federal Funds	478,455	41,015	519,470	456,403	63,067	434,636	31,766	33,606	(490)	31,327
General Fund	267,790	47,409	315,199	273,464	41,735	184,025	89,429	35,181	6,534	95,963
Public Health L & C Program	3,576		3,576	3,576		3,576				
SNF Quality & Accountability	16,985		16,985	16,985		16,995	(10)			(10)
Special Deposit	1,206		1,206	1,206		2,324	(1,118)			(1,118)
	768,012	88,424	856,436	761,624	94,812	641,560	120,064	88,695	6,110	126,174

BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517

Shannon Kendall
760-932-5533
skendall@mono.ca.gov
Clerk of the Board

REGULAR MEETING of
January 08, 2019

Helen Nunn
760-932-5534
hnunn@mono.ca.gov
Assistant Clerk of the Board

MINUTE ORDER
M19-05
Agenda Item #5b

TO: **Social Services**

SUBJECT: **Second Amendment to Contract with Inyo County for Senior Services funds**

Approve the proposed contract Amendment #2 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020 and authorize the Board Chair to execute such Amendment on behalf of the County.
Gardner moved; Corless seconded
Vote: 5 yes; 0 no
M18-05

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 20th day of February 2018 an order was duly made and entered as follows:

HHS-ESAAA – Ratify Mono County Agreement Amendment 1	HHS Director Marilyn Mann presented for ratification and approval an amendment to the existing agreement between Inyo and Mono counties for aging services. Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to ratify and approve Amendment No. 1 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging services to Mono County eligible residents, in the total amount not to exceed $88,696 for the period beginning July 1, 2017 through June 30, 2018 and not exceeding the total four-year amount of $385,101 for the period of July 1, 2016 through June 30, 2020. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

Routing
CC Purchasing Personnel Auditor CAO Other: HHS DATE: February 27, 2018

WITNESS my hand and the seal of said Board this 20th
Day of February, 2018

KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By _____

For Clerk's Use Only:
AGENDA NUMBER

21

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Ratify Amendment #1 to the Contract with County of Mono for ESAAA Services to Seniors

DEPARTMENTAL RECOMMENDATION:
Request your Board ratify Amendment #1 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, in the total amount not to exceed $88,696 for the period beginning July 1, 2017 through June 30, 2018 and not exceeding the total four-year amount of $385,101 for the period of July 1, 2016 through June 30, 2020.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The base allocations were approved in late June 2017 and One Time Only monies were allocated in October, 2017. This contract amendment was sent to Mono County at that time for processing. The signed agreement was returned to our office mid-December and routed through the approval process.

This amendment is coming before you in order to update the FY 17/18 allocation amount with Mono County by increasing the contract in the amount of $548 of One Time Only Funds (unspent funds from the prior fiscal year as calculated by CDA), the Mono County portion of the $6,186 funds received for FY 17/18. Each year the California Department of Aging (CDA) sends out allocations for each Planning and Service Area (PSA). After the allocation is received, Inyo County HHS Staff further breaks down the allocations into what is available for Inyo County and what is available for Mono County based on the percentages that were approved by the Governing Board for the four year plan that is currently in place. The Department used this calculation to determine the above referenced amount. This amendment allows Mono County to use the funds in the current fiscal year.

The funding amounts per year for Mono services with one time only adjustment are as follows:
Fiscal Year
2016/17 = $101,459
2017/18 = $88,696 (with OTO fund adjustment)
2018/19 = $97,473
2019/20 = $97,473

These amounts are contingent upon State allocations in future years and any One Time Only funds or Sequestration cuts/restoration, the above amounts could be lower or higher.

ALTERNATIVES:
Board could choose not to approve this request. This is not recommended as this could result in Mono

County invoicing for an amount that is higher than the actual allocation available.

OTHER AGENCY INVOLVEMENT:
California Department of Aging

FINANCING:
Funding for this contract comes from California Department of Aging State and Federal Funds. This is budgeted in the ESAAA Budgets (683000) in Other County Contributions (5539). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: YES Date: 1/26/18
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: YES Date: 1/26/18
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: ✓ Date: 1/30/18
BUDGET OFFICER: N/A	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: — Date: —

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Marjie Mann Date: 2/2/18

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 7, 2017, on County of Inyo Standard Contract No 116, for the term from July 1, 2016 to June 30, 2020.

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:

The first sentence of Paragraph 3.D. Limit upon Amount Payable Under this Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $385,101.00 (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.

SCHEDULE OF FEES:

3. The total contract amount for July 1, 2016 through June 30, 2020 is approximately $385,101.00; the 20016/17 allocation and One Time Only funds are $101,459.00; the 2017/18 allocation and One Time Only funds are $88,696.00; and the allocation amount to be reimbursed will be approximately $97,473.00 for each remaining fiscal year.

The effective date of this Amendment to the Agreement is July 1, 2017.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 5 DAY OF December, 2017.

COUNTY OF INYO

By: [signature]

Dated: 2-20-18

CONTRACTOR

By: [signature]
Signature

Stacy Corless
Type or Print

Dated: December 5, 2017

APPROVED AS TO FORM AND LEGALITY:

[signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[signature]
County Risk Manager

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN
Budget Display-Amendment 1
Fiscal Year 2017/18

Eastern Sierra Area Agency on Aging

	Baseline	OTO-SN	Total	Inyo County	Mono County	FY 16/17 Inyo Planning Allocations	FY 17/18 Inyo Difference	FY 16/17 Mono Planning Allocations	FY 17/18 Mono Difference	Net Change
Supportive Services										
Legal	20,000		20,000	20,000		20,000	-	-	-	
0.2 I&A	15,413	74	15,487	15,487		16,016	(529)	-	-	(529)
0.15 Transportation (77/23)	12,418	56	12,474	9,605	2,869	9,249	356	2,763	106	462
0.6 Assisted Transportation (86/14)	49,672	223	49,895	42,910	6,985	41,322	1,588	6,727	258	1,846
0.05 In Home	5,283	19	5,302	5,302	-	5,283	19	-	-	19
Total Supportive Services	102,786	372	103,158	93,303	9,854	91,870	1,433	9,490	364	1,796
Ombudsman										
Federal Title IIIB	15,065	413	15,478	15,478	-	15,075	403	-	-	403
Federal Title VII Ombudsman	19,059	217	19,276	19,276	-	18,984	292	-	-	292
General Fund IIIB	8,945		8,945	8,945		8,942	3			3
Public Health L & C Program	3,578		3,578	3,578		3,577	1			1
State Health Facilities Citation	1,214	1,110	2,324	2,324		1,212	1,112	-	-	1,112
SNF Quality & Accountability	16,995		16,995	16,995		16,991	4	-	-	4
Total Ombudsman	64,856	1,740	66,596	66,596	-	64,781	1,815	-	-	1,815
Congregate Nutrition (84/16)										
Federal Title IIIC1	143,867	1,734	145,601	122,305	23,296	122,093	212	23,250	40	252
General Fund C1	53,187		53,187	44,677	8,510	49,988	(5,311)	9,521	(1,011)	(6,322)
NSIP C1	15,104	205	15,309	12,860	2,449	13,740	(880)	2,617	(168)	(1,048)
Total Congregate Nutr	212,158	1,939	214,097	179,841	34,256	185,821	(5,980)	35,394	(1,138)	(7,118)
Home-Delivered Meals (83/17)										
Federal Title IIIC2	72,406	624	73,030	60,615	12,415	61,686	(1,071)	12,634	(219)	(1,290)
General Fund C2	156,945		156,945	130,284	26,661	160,881	(30,597)	32,948	(6,287)	(36,884)
NSIP C2	31,781	517	32,298	26,807	5,491	34,210	(7,403)	7,007	(1,516)	(8,919)
Total Home Delivered	261,132	1,141	262,273	217,687	44,586	256,757	(39,070)	52,589	(8,003)	(47,073)
Disease Prevention										
Federal Title IIID	2,558	111	2,669	2,669	-	2,563	106	-	-	106
Total Disease Prevent	2,558	111	2,669	2,669	-	2,563	106	-	-	106
Family Caregiver										
Federal Title IIIE	17,436	1,957	19,393	19,393	-	18,112	1,281	-	-	1,281
Total Family Caregive	17,436	1,957	19,393	19,393	-	18,112	1,281	-	-	1,281
Elder Abuse										
Federal Title VII Elder Abuse Pre	649	36	685	685	-	650	35	-	-	35
Total Elder Abuse	649	36	685	685	-	650	35	-	-	35
Administration										
Federal Title IIIB	18,553		18,553	18,553	-	18,123	430	-	-	430
Federal Title IIIC1	23,233		23,233	23,233	-	23,542	(309)	-	-	(309)
Federal Title IIIC2	11,693		11,693	11,693	-	12,037	(344)	-	-	(344)
Federal Title IIIE	7,767		7,767	7,767	-	7,905	(138)	-	-	(138)
General Fund C1	110		110	110		108	2	-	-	2
General Fund C2	29		29	29		29	-	-	-	
Total Administration	61,385		61,385	61,385	-	61,744	(359)	-	-	(359)
Grand Total - All Funds	722,960	7,296	730,256	641,559	88,696	682,298	(40,739)	97,473	(8,777)	(49,516)
Funding Summary										
Federal Funds	461,957	6,186	468,143	434,637	33,506	440,590	(5,953)	55,004	(1,498)	(7,451)
General Fund	219,216	-	219,216	184,025	35,191	219,928	(35,903)	42,469	(7,278)	(43,181)
Public Health L & C Program	3,578		3,578	3,578		3,577				
SNF Quality & Accountability	16,995		16,995	16,995		16,991	4	-	-	4
State Health Facilities Citation Pe	1,214	1,110	2,324	2,324	-	1,212	1,112	-	-	1,112
	722,960	7,296	730,256	641,559	88,696	682,298	(40,740)	97,473	(8,777)	(49,516)

State of California
California Department of Aging
CDA 001 (Rev 11/05)

Award #: AP-1718-16
Date: 9/30/2017
Amendment #: 1

AREA PLAN
Budget Display
Fiscal Year 2017-18 (Federal Funding Years 2017 & 2018)
County of Inyo

12 months (July 1, 2017 - June 30, 2018)

	Project Number	Baseline		Baseline Adjustments		Cumulative Transfers	Updated Baseline	Total OTO	Updated Total	Net Change
Supportive Services										
Federal Title IIIB	3BSL17-17	25,697	(b)	-		-	25,697	372	26,069	372
Federal Title IIIB	3BSL18-17	77,089	(c)	-		-	77,089	-	77,089	-
Total Supportive Services		102,786		-		-	102,786	372	103,158	372
Ombudsman										
Federal Title IIIB	3BOL17-17	3,766	(b)	-		-	3,766	413	4,179	413
Federal Title IIIB	3BOL18-17	11,299	(c)	-		-	11,299	-	11,299	-
Federal Title VIIa	7OFL17-17	4,765	(b)	-			4,765	217	4,982	217
Federal Title VIIa	7OFL18-17	14,294	(c)	-			14,294	-	14,294	-
General Fund IIIB	B1GL	8,945	(a)	-		-	8,945		8,945	-
Public Health L & C Program Fund	LCPF	3,578	(a)	-			3,578		3,578	-
State Health Facilities Citation Penalties Account	SDFL	1,214	(a)	1,110	(a)		2,324		2,324	1,110
SNF Quality & Accountability	SNFL	16,995	(a)				16,995		16,995	-
Total Ombudsman		64,856		1,110		-	65,966	630	66,596	1,740
Congregate Nutrition										
Federal Title IIIC1	3C1L17-17	35,967	(b)	-		-	35,967	1,734	37,701	1,734
Federal Title IIIC1	3C1L18-17	107,900	(c)	-		-	107,900	-	107,900	-
General Fund C1	C1GL	53,187	(a)	-		-	53,187		53,187	-
NSIP C1	NC1L17-17	3,776	(b)	-		-	3,776	205	3,981	205
NSIP C1	NC1L18-17	11,328	(c)	-		-	11,328	-	11,328	-
Total Congregate Nutrition		212,158		-		-	212,158	1,939	214,097	1,939
Home-Delivered Meals										
Federal Title IIIC2	3C2L17-17	18,102	(b)	-		-	18,102	624	18,726	624
Federal Title IIIC2	3C2L18-17	54,304	(c)	-		-	54,304	-	54,304	-
General Fund C2	C2GL	156,945	(a)	-		-	156,945		156,945	-
NSIP C2	NC2L17-17	7,945	(b)	-		-	7,945	517	8,462	517
NSIP C2	NC2L18-17	23,836	(c)	-		-	23,836	-	23,836	-
Total Home Delivered Meals		261,132		-		-	261,132	1,141	262,273	1,141
Disease Prevention										
Federal Title IIID	3DFL17-17	640	(b)	-			640	111	751	111
Federal Title IIID	3DFL18-17	1,918	(c)	-			1,918	-	1,918	-
Total Disease Prevention		2,558		-		-	2,558	111	2,669	111
Family Caregiver										
Federal Title IIIE	3EFL17-17	4,359	(b)	-		-	4,359	1,957	6,316	1,957
Federal Title IIIE	3EFL18-17	13,077	(c)	-		-	13,077	-	13,077	-
Total Title IIIE		17,436		-		-	17,436	1,957	19,393	1,957
Elder Abuse										
Federal Title VII	7EFL17-17	162	(b)	-			162	36	198	36
Federal Title VII	7EFL18-17	487	(c)	-			487	-	487	-
Total Elder Abuse		649		-		-	649	36	685	36

State of California
California Department of Aging
CDA 001 (Rev 11/05)

Award #: AP-1718-16
Date: 9/30/2017
Amendment #: 1

AREA PLAN
Budget Display
Fiscal Year 2017-18 (Federal Funding Years 2017 & 2018)
County of Inyo

12 months (July 1, 2017 - June 30, 2018)

	Project Number	Baseline		Baseline Adjustments	Cumulative Transfers	Updated Baseline	Total OTO	Updated Total	Net Change
Administration									
Federal Title IIIB	3BAL17-17	4,638	(b)	-	-	4,638	-	4,638	-
Federal Title IIIB	3BAL18-17	13,915	(c)	-	-	13,915	-	13,915	-
Federal Title IIIC1	C1AL17-17	5,808	(b)	-	-	5,808	-	5,808	-
Federal Title IIIC1	C1AL18-17	17,425	(c)	-	-	17,425	-	17,425	-
Federal Title IIIC2	C2AL17-17	2,923	(b)	-	-	2,923	-	2,923	-
Federal Title IIIC2	C2AL18-17	8,770	(c)	-	-	8,770	-	8,770	-
Federal Title IIIE	3EAL17-17	1,942	(b)	-	-	1,942	-	1,942	-
Federal Title IIIE	3EAL18-17	5,825	(c)	-	-	5,825	-	5,825	-
General Fund C1	1GAL	110	(a)	-	-	110		110	-
General Fund C2	2GAL	29	(a)	-	-	29		29	-
Total Administration		61,385		-	-	61,385	-	61,385	-
Funding Summary									
Federal Funds		481,957		-	-	481,957	6,186	488,143	6,186
General Fund		219,216		-	-	219,216	-	219,216	-
Public Health L & C Program Fund		3,578		-	-	3,578	-	3,578	-
SNF Quality & Accountability		16,995		-		16,995	-	16,995	-
State Health Facilities Citation Penalties Account		1,214		1,110		2,324		2,324	1,110
Grand Total - All Funds		**722,960**		**1,110**	**-**	**724,070**	**6,186**	**730,256**	**7,296**

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is:	6,721
The maximum amount of Title IIIE expenditures allowable for Grandparents is:	3,360
The minimum General Fund to be expended for State Match in Title III is:	18,919

CFDA NUMBER	Year	Award #	Award Name
93.041	2017	17AACAT7EA	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.041	2018	TBD	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2017	17AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2018	TBD	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2017	17AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.043	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2017	17AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2017	17AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2017	17AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2017	17AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2017	17AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program
93.053	2018	TBD	Older Americans Act Section 311-Nutrition Services Incentive Program

(a) Funds must be expended by 6/30/18 and final expenditures reported in closeout by 7/31/18.

(b) Funds must be obligated by 9/30/17 and final expenditures reported in closeout by 6/30/18 The baseline request to be transferred for the project (7/1/17-9/30/17) is due 5/1/17. These funds may not be carried over into a following year contract.

(c) Funds must be reported in closeout by 7/31/18 and may be carried over into the following year contract The baseline request to be transferred for the project (10/1/17-6/30/18) is due 5/1/18

BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517

Shannon Kendall
760-932-5533
skendall@mono.ca.gov
Clerk of the Board

REGULAR MEETING of December 5, 2017

Helen Nunn
760-932-5534
hnunn@mono.ca.gov
Assistant Clerk of the Board

MINUTE ORDER
M17-231
Agenda Item #5b

TO: **Social Services**

SUBJECT: **Amendment #1 to Contract with Inyo County for Senior Services Funds**

Approve the proposed contract Amendment #1 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020, and authorize the Board Chair to execute such Amendment on behalf of the County.
Stump moved; Peters seconded
Vote: 4 yes; 0 no; 1 absent: Johnston
M17-231

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 Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of February 2017 an order was duly made and entered as follows:

HHS – ESAAA AGREEMENT W/ MONO COUNTY

CAO Carunchio reminded the Board that Inyo County has elected to be the provider of senior services for Inyo and Mono counties through the Eastern Sierra Area Agency on Aging, and a parallel program called IC-Gold to the tune of $502,000 from the General Fund. The County also contributes $55,000 in matching funds from its General Fund in order to receive State and Federal dollars for the ESAAA program on behalf of Inyo and Mono counties. He said this year's administrative overhead is more than $180,000, $130,610 of which will be covered by State and Federal funding. However, the County will need to budget another $54,000 out of its General Fund to shore up what is essentially a regional program. He noted this agenda item was recommended for approval, but he wanted to indicate his intent to send a letter to the Mono County CAO asking her to consider having Mono County contribute to the cost of providing regional senior citizen services. He said Inyo County already provides Mono County's agricultural commissioner and weights and measures services, so it would be a nice gesture. Plus, Inyo County has been able to accurately calculate Mono County's administrative costs. Health and Human Services Director Jean Turner said this is probably the most administratively heavy program HHS manages and they can quantify fairly precisely what the administrative costs are. Supervisor Kingsley said it seems reasonable to identify the costs associated with Mono County and at least have a discussion about it, since their seniors benefit the same as Inyo County's seniors. Chairperson Tillemans noted that Inyo County has looked at ways to reduce programs costs before approaching Mono County for contributions. Moved by Supervisor Totheroh and seconded by Supervisor Kingsley to approve the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging services to Mono County resident senior citizens, in the amount of $393,878 for the period of July 1, 2016 through June 30, 2020, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, with a letter being sent by CAO Carunchio to the Mono County CAO regarding Motion carried unanimously.

WITNESS my hand and the seal of said Board this 7th
Day of February, 2017

KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: HHS DATE: March 2, 2017

For Clerk's Use Only:
AGENDA NUMBER
9

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES –

FOR THE BOARD MEETING OF: February 7, 2017

SUBJECT: Approval of a Contract with County of Mono for ESAAA Services to Seniors

DEPARTMENTAL RECOMMENDATION:
Request your Board approve the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County resident senior citizens, in the amount of $393,878 for the period of July 1, 2016 through June 30, 2020, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Staff in Inyo and Mono counties have been working on this contract since July. The Mono County Board of Supervisor's approved this contract on December 13, 2016. Staff is recommending a four-year contract cycle that mirrors the State four-year cycle, with contingencies for annual updates and changes. This four-year cycle is one small way to reduce administrative time and cost associated with preparing new contracts annually, following annual contract negotiations.

Each year the California Department of Aging (CDA) sends out allocations for each Planning and Service Area (PSA). After the allocation is received, Inyo County HHS Staff further breaks down the allocations into what is available for Inyo County and what is available for Mono County based on the percentages that were approved by the Governing Board for the four year plan that is currently in place. The exact funding amounts per year for Mono services are as follows:

Fiscal Year
2016/17 including the One Time Only funds = $101,459
2017/18 = $97,473
2018/19 = $97,473
2019/20 = $97,473

Contingent upon State allocations in future years, the above amounts could be lower or higher.

ALTERNATIVES:
Your Board could choose not to approve this request, resulting in the possibility of Mono County not being able to access the funds that are available to them.

OTHER AGENCY INVOLVEMENT:
California Department of Aging

FINANCING:

Funding for this contract comes from California Department of Aging State and Federal Funds. This is budgeted in the ESAAA Budget (683000) in Other County Contributions (5539). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: F.W. Walker Date: 1-6-17
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: [signature] Date: 1/9/2017

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) [signature] Date: 1-10-17

AGREEMENT BETWEEN COUNTY OF INYO
AND County of Mono
FOR THE PROVISION OF Senior **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the community based senior services of Mono County Social Services of County of Mono (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 Jean Turner, 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, 2016 to June 30, 2020 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 Three hundred & ninety-three thousand eight hundred & seventy-eight 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. 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 licensesor 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. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. 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.

10. 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.

11. 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 costs which is caused in whole or in part by any act or omission of the Contractor, its 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.

12. 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.

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. 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.

15. 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.

16. 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.

17. 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-four (24) below.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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-four (24) (Amendment).

23. 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.

24. 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 Health & Human Services	Department
P.O. Drawer H	Street
Independence, CA 93526	City and State

Contractor: County of Mono Social Services	Name
P.O. Box 576	Street
Bridgeport, CA 93517	City and State

25. 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 County of Mono

FOR THE PROVISION OF Senior **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 7th DAY OF February, 2017.

COUNTY OF INYO

By: Mark Tillemans

Dated: 2/7/17

CONTRACTOR

By: Leslie L. Chapman
Signature

Leslie L. Chapman
Print or Type Name

Dated: 12/20/16

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Jill Walker 1/6/17
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

APPROVED AS TO FORM:

Mono County Counsel Office
Dated: 11/22/16

APPROVED AS TO INSURANCE:

Mono County Risk Manager
Dated: 12-12-16

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND County of Mono

FOR THE PROVISION OF Senior **SERVICES**

TERM:

FROM: 07/01/2016 **TO:** 06/30/2020

SCOPE OF WORK:

Contractor will provide the following senior services (Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation) within Mono County according to the requirements of the Older Americans Act and applicable Federal and State regulatory standards as outlined in the attached Standard Agreement for Contract #AP-1617-16 with the State of California and California Department of Aging. The contract with the State of California is attached and incorporated herein.

Contractor will provide a monthly summary of service activity by the 10th of the following month in the above categories in terms of identified units of service according to administrative requirements specified by the County.

Paragraph 14 is modified to read: "This Agreement may be canceled by County without cause, and at will, for any reason by giving the Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

Contractor will participate in annual monitoring for program and fiscal activities. Contractor will provide a copy of their County Single Audit by April 15 each year.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND County of Mono

FOR THE PROVISION OF Senior **SERVICES**

TERM:

FROM: 07/01/2016 **TO:** 06/30/2020

SCHEDULE OF FEES:

1. The allocations are received from the California Department of Aging (CDA) and then Supportive Services, Congregate Meals and Home Delivered Meals are divided between the two counties using the minimum percentages set by the Governing Board. Contractor will submit an Area Plan Budget (CDA 122) to County of Inyo each year within 30 days of receipt of allocations, as required by the CDA. Contractor will also submit as required by the CDA, the Financial Closeout Report (CDA 180) within 25 days following the end of the fiscal year or within 30 days following termination prior to the end of the contract period, unless otherwise specified by the CDA.

2. Contractor will submit an invoice for the actual monthly expenditures and County of Inyo will reimburse based on the actual expenditures . The monthly invoice shall be submitted by Contractor to County of Inyo by the twentieth (20th) of the month for services delivered in the previous month, and shall be paid by County of Inyo by the end of the month after the invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice.

3. The total contract amount for July 1, 2016 through June 30, 2020 is approximately $393,878; the 2016/17 allocation and One Time Only funds are $101,459; the allocation amount to be reimbursed would be approximately $97,473 for each remaining fiscal year.

4. Payment will be conditioned on monthly submission of service activity reports as specified in Attachment A. The monthly service report shall be submitted by Contractor to the County of Inyo for the prior month. Both invoice and service activity reports shall be submitted to Inyo County Health & Human Services, P.O. Drawer A, Independence, CA 93526 or by electronic means specified by the the County of Inyo.

5. The contract amount noted above is based on the 16/17 allocation and One Time Only letters from the California Department of Aging (CDA). If future allocations to County of Inyo from CDA are increased, a revised contract amount shall be calculated based on the most recent allocation letter utilizing the Governing Boards approved percentages for Supportive Services, Congregate Meals and Home Delivered Meals. Subsequently, Contractor's maximum contract amount is subject to change annually.

6. Contractor will be liable for any audit findings pertaining to their expenses.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND County of Mono
FOR THE PROVISION OF Senior **SERVICES**

TERM:

FROM: 07/01/2016 **TO:** 06/30/2020

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 appropriates 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.

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 Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of June 2016 an order was duly made and entered as follows:

HHS *ESAAA* *CDA CONTRACT*	Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to approve contract #AP-1617-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), for a total amount not to exceed $778,493 for the period of July 1, 2016 through June 30, 2017, and authorize the Chairperson to sign the Standard Agreement (STD 213) and the Contractor/Vendor Statement of Confidentiality (CDA 1024) contingent upon Board's adoption of the fiscal Year 2016-2017 Budget. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Other : HHS/ESAAA DATE: June 27, 2016

WITNESS my hand and the seal of said Board this 7th

Day of June, 2016

KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

by:

For Clerk's Use Only:
AGENDA NUMBER

17

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental | Correspondence Action ☐ Public Hearing
☐ Scheduled Time for | Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES, ESAAA

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approval of the Standard Agreement for Contract Number AP-1617-16 between California Department of Aging and County of Inyo

DEPARTMENTAL RECOMMENDATION:

Request Board approve contract #AP-1617-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of $778,493 for the period of July 1, 2016 through June 30, 2017, and authorize the Chairperson to sign the Standard Agreement (STD 213), and the Contractor/Vendor Statement of Confidentiality (CDA 1024), contingent upon the Board's adoption of the FY 16/17 budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract is a standard State Contract with total annual funding of $778,493, which is an increase of $43,733 to the base allocation from prior year. This includes an increase of $12,531 in Ombudsman; $6,545 in Congregate Meals; $25,091 in Home Delivered Meals; $78 in Title IIID; $1,382 in Title IIIE; $24 Title VII; $959 in Admin and a decrease of $2,877 in Support Services. Acceptance of this contract ensures the receipt of federal and state funds to keep existing services going. Of the $778,493, a portion of the funding will be allocated to Mono County to provide their services to seniors.

ALTERNATIVES:

Your Board could choose not to ratify and approve this agreement. Failure to move forward on these requested actions will disrupt services to seniors in the region. Receipt of any funding for ESAAA is contingent upon execution of this contract.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

State and Federal dollars. Total amount of this contract is $778,493, and will be budgeted as revenue in the ESAAA Budget (683000) in the State and Federal revenue object codes.

APPROVALS

COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* **Approved:** Yes **Date:** 05/10/2016
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: Yes **Date:** 5/11/2016

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) **Date:** 5-19-16

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
AP-1617-16
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
   STATE AGENCY'S NAME
   California Department of Aging
   CONTRACTOR'S NAME
   County of Inyo
2. The term of this Agreement is: July 1, 2016 Through June 30, 2017
3. The maximum amount of this Agreement is: **$ 778,493.00** Seven hundred seventy-eight thousand four hundred ninety-three and 00/100 dollars
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.

Exhibit A – Scope of Work	16 page(s)
Exhibit B – Budget Detail, Payment Provisions, and Closeout	14 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
☒ Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	32 page(s)
☐ Exhibit D - * Special Terms and Conditions	
Exhibit E – Additional Provisions	16 page(s)

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 www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
County of Inyo

BY *(Authorized signature)*

DATE SIGNED *(Do not type)* 6-7-2016

PRINTED NAME AND TITLE OF PERSON SIGNING
Jeff Griffiths, Chairperson

ADDRESS
163 May Street Bishop CA 93514-2709

STATE OF CALIFORNIA

AGENCY NAME
California Department of Aging

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Glenn Wallace, Manager, Contracts and Business Services Section

ADDRESS
1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General Services Use Only

☒ Exempt per: AG OP 80-111

SCOPE OF WORK

1 Contractor agrees to provide to the California Department of Aging services under Agreement No. AP-1617-16, in accordance with this Agreement.

2 The services shall be performed in Planning and Service Area(s): 16.

3 The services shall be provided as needed.

4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging Name: June Ditgen Phone (916) 419-7556 Fax: (916) 928-2510	Contractor: County of Inyo Name: Jean Turner Phone: (707) 873-6364 Fax: (760) 873-5103

Direct all contract inquiries to:

State Agency: California Department of Aging Section/Unit: Business Services and Contracts Attention: Don Fingado Address: 1300 National Drive, Suite 200 Sacramento, CA 95834 Phone: (916) 419-7157 Fax: (916) 928-2500 Email: don.fingado@aging.ca.gov	Contractor: County of Inyo Section/Unit: Area Agency On Aging Attention: Melissa Best-Baker Address: 163 May Street Bishop CA 93514-2709 Phone: (760) 878-0232 Fax: (760) 878-0266 Email: mbestbaker@inyocounty.us

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1 **Child** means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]

2 **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.

3. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

4. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

a Individuals eligible to receive a meal at a congregate nutrition site are:

(i) Any older individual

(ii) The spouse of any older individual.

(iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

(iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

(v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

b. Individuals eligible to receive a home-delivered meal are individuals who are:

(i) An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation. (These individuals shall be given priority).

(ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

(iii). An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

6. **Grandparent or Older Individual Who Is a Relative Caregiver** means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is fifty-five (55) years of age or older, and who:

a. Lives with the child;

b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and

c. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally.

[OAA § 372(a)(2)(A)-(C)]

7 **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

8. **Individual with Severe Disability(ies)** means a person with a severe, chronic disability attributable to mental or physical impairment that is likely to continue indefinitely and results in substantial functional limitation in three or more major life activities. [OAA § 102(a)(48)]

9 **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

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

11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.

13. **One-Time-Only Funds** means:

    a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

    b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]

    c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallotment process. [22 CCR 7314(a)(8)]

14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are

ARTICLE I. PROGRAM DEFINITIONS (Continued)

victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

15. **Priority Services for Title III E** means services provided to family caregivers who care for individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers who care for children with severe disabilities. [OAA § 372(b)(1)-(2)]

16. **Program Development** means activities that either establish a new service or expand or integrate existing services.

17. **Program Income** means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include:

    a. Voluntary contributions received from a participant or other party for services received.

    b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

    c. Royalties received on patents and copyrights from contract-supported activities.

    d. Proceeds from the sale of items purchased under a CDA contract agreement.

18. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 *et seq.*]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide

ARTICLE I. PROGRAM DEFINITIONS (Continued)

one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

a. Be open to the public. [45 CFR 1321.53(b)(3)]

b. Not means test. [OAA § 315(b)(3)]

c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]

d Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]

21 **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans.
[22 CCR 7135, 22 CCR 7638.7(c)]

22 **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

23. **Title III E Family Caregiver Support Program (FCSP) Categories** are:

    a. Information Services

    b. Access Assistance

    c. Support Services

    d. Respite Care

    e. Supplemental Services

    [OAA 373(b)(1)(2)(3)(4)(5)]

B. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities)

1 **Eligible Service Population** means older individuals, sixty (60) years of age or older, who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence.
[OAA §§ 102(a)(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]

The Local Ombudsman Program may serve residents under sixty (60) years of age if:

a. A majority of the residents of the facility where the younger person resides are over age sixty (60) and

b. Such service does not weaken or decrease service to older individuals covered by the OAA.

[Policy of the Office of Elder Rights Protection, Administration on Aging; July 15, 1996]

2 **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. The Local Ombudsman Program Coordinator is required to be a State Certified Ombudsman

ARTICLE I. PROGRAM DEFINITIONS (Continued)

Representative; complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 712(a)(5)(A), 712(h)(5)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9701(d), 9719]

3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(D)] [45 CFR 1327.1] [Welf. & Inst. Code § 9701(a)]

4. **Office of the State Long-Term Care Ombudsman** (OSLTCO) means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, the OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. The OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 712(a)(1)(A), 712(a)(3)(C),(F), 712(h)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9710, 9716, 9717]

5. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to certification by the State Ombudsman, the individual is required to pass State and federal criminal background clearance, complete a minimum of thirty-six (36) hours of training, and complete a mentorship in accordance with policies and procedures established by the State Ombudsman. [OAA §§ 711(5), 712(a)(5)(A), 712(h)(5)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9712.5, 9719]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the Ombudsman, OSLTCO headed by the Ombudsman, and the representatives of OSLTCO. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]

7 **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads the OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in 45 CFR 1327.13 and 1327.19. [OAA §§ 712(a)(2)-(3), 712(a)(5)(D)(ii), 712(e)] [45 CFR 1327.1] Welf. & Inst. Code §§ 9701(f), 9711]

C. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) [42 USC 3058i] [OAA § 721], including:

1. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;

2. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;

3. Ensuring the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;

4. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;

5. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;

ARTICLE I. PROGRAM DEFINITIONS (Continued)

6 Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;

7 Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and

8 Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]

2 Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.

4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount

ARTICLE II. SCOPE OF WORK (Continued)

of Program Development or Coordination expenditures. Records and documentation shall:

a) Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.

b) Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.

5 Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.

6 Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).

8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).

9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).

10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.

13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to

ARTICLE II. SCOPE OF WORK (Continued)

assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [2 CFR 200.331]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:

    a) Inspection of non-food preparation nutrition sites at least every other year.

    b) Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.

    c) Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]

15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.

17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

18. Provide program information and assistance to the public.

19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.

ARTICLE II. SCOPE OF WORK (Continued)

20. Maintain a program data collection and reporting system as specified in Exhibit E of this Contract.

21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).

22. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).

24. Ensure that meal counts associated with Title III C1, C2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).

25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

26. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

27. Report a meal only once either as a Title III meal or a Title VI meal.

28. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial

relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
[1 USC 7 - Section 3 of the Defense of Marriage Act]

B The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:

1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1327.19(a)(2)] [Welf. & Inst. Code §§ 9701(a), 9712.5(b)]

2 Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1327.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]

3 Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision.
[OAA § 712(a)(5)(B)(iii)] [45 CFR 1327.19(a)(1)]
[Welf. & Inst. Code §§ 9701(a), 9712.5(a)]

4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. [Welf. & Inst. Code § 15630 *et seq.*]

5. Witness advance health care directives and property transfers of more than $100 for residents of skilled nursing facilities.
[HSC 1289] [PC 4675, PC 4700 *et seq.*]

6. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract.
[OAA § 712(c)] [Welf. & Inst. Code § 9716(a)].

ARTICLE II. SCOPE OF WORK (Continued)

7. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1327.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]

8. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1327.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)(i)]

9 Support the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1327.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]

10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(vii)] [45 CFR 1327.19(a)(7)]:

    a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]

    b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]

    c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]

    d Establish (in addition to support) resident, family and friends' councils. [Welf. & Inst. Code § 9726.1(a)(3)]

    e. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]

ARTICLE II. SCOPE OF WORK (Continued)

f. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]

11. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.

12. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing.

13. Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.

14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

   In State:

   - Mileage - http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx
   - Per Diem (meals and incidentals) - http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx
   - Lodging - http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx

   Out of State: http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx

   This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 *et seq.*]

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

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

ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

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

2. Financial Management Systems

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

a. Financial Reporting.

b. Accounting Records.

c. Complete Disclosure.

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures).

h. Allowable Costs (written procedures).

C. Unexpended Funds

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

ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

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

4. Funding Reduction(s)

   a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:

      i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or

      ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.

   b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:

      i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.

ARTICLE I. FUNDS (Continued)

ii. Some contracts may be reduced by a greater amount than others, and

iii The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1 Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to $500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CRF 75.305 (8)(ii)]

2 Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.

3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CRF 75.305 (8)(i)(ii)(iii)(iv)]

a. The Contractor receives less than $120,000 in federal awards per year.

b The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances.

c The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

d A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.

2. Fringe Benefits.

3. Contractual Costs – subcontract and consultant cost detail.

4. Indirect Costs.

5. Rent - specify square footage and rate.

6. Supplies.

7. Equipment - detailed descriptions and unit costs.

8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.

9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.

10. Other Costs - a detailed list of other operating expenses.

C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.

D. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Contract.

E. Indirect Costs

1 The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).

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

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1 Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2 Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3 For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

4. For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

5 If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

6 Program Income may not be used to meet the matching requirements of this Agreement.

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

7. Program income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:

   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

   b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

   c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

   d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

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

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

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

2 Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.

3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

D. Area Plan Administration

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III-B, III-C1, III-C2, III-E, and III-C1 and III-C2 General Fund administration allocations.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.

B The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.

C. The final date to submit a budget revision is April 30 of the Contract period unless otherwise specified by CDA.

D. Line Item Budget Transfers

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

1 The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III-B, C1, C2, D & E. However, the Contractor shall not transfer funds designated for programs into administration.

2. The Contractor may make unlimited transfer of funds between budget line items for Title III-B, C1, C2, D, and E programs. However, the Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.

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

3. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

E. Allocation Transfers

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III-B, C1 and C2 programs in accordance with the budget display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.

   a. Transfer of federal baseline funds is allowable between Titles III-B and III-C in accordance with OAA § 308(b)(5)(A) and between Titles III-C1, and III-C2 in accordance with OAA § 308(b)(4)(A).

   b. Transfer of State funds is allowable between Title III-C1 General Fund and Title III-C2 General Fund.

2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.

3. Transfer of funds cannot be processed or approved after the end of the specified Contract period.

F. Matching Requirements

1 The required minimum administration matching contributions for Title III-B, III-C, & III-E combined is twenty-five percent (25%).

2. The required minimum program matching contributions for Title III-B and III-C is ten percent (10%).

3 The required minimum program matching contributions for Title III-E is twenty-five percent (25%).

4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

5 Program matching contributions for Title III-B and III-C can be pooled to meet the minimum requirement of ten percent (10%).

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

6 Matching contributions generated in excess of the minimum required are considered overmatch.

7 Program overmatch from Title III-B or III-C cannot be used to meet the program match requirement for III-E.

8 Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

9. Expend not more than ten percent (10%) of the total Title III-E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).

10 Limit expenditures for Title III-E Supplemental Services to twenty percent (20%) of the total Title III-E federal and matching non-federal share.

G. Program Development or Coordination

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

ARTICLE V. PAYMENTS

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

The Contractor shall prepare and submit a monthly expenditure report and a request for funds to the online California Aging Reporting System (CARS) Fiscal Module by the 30th of each month as follows, or unless otherwise specified by CDA.

ARTICLE V. PAYMENTS (Continued)

Monthly Fiscal Reporting Due Dates

RFF Month	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
RFF Due Date	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30
Expenditure Report Month	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
Expenditure Report Due Date	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30

*The table is a standard request for funds (RFF) and expenditure reporting schedule. If the effective date of this Contract is not July 1, the Contractor's RFF and expenditure reporting will commence with the first month of the term of this Contract period and end with the month preceding the last full month of the Contract.

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

The Contractor shall submit a monthly expenditure report and a request for funds by the 30th of each month unless otherwise specified by CDA.

C. During the Contract period, CDA shall advance funds based on an analysis of current cash needs.

D. Upon execution of this Agreement, CDA will make monthly payments of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.

E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.

ARTICLE VI. CLOSEOUT

A The Area Plan Financial Closeout Report and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All contractors must submit to CDA, Closeout Reports as instructed by CDA.

B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.

C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

D. Closeout reporting documents must be addressed to the CDA Fiscal Team.

E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

County of Inyo

Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Ashley Helms

SUBJECT: Amendment 3 to the Agreement with Environmental Science Associates

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RECOMMENDED ACTION:
Request Board ratify and approve Amendment No. 3 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, modifying the Scope of Work, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:
On November 15, 2018, your Board approved the contract with Environmental Science Associates (ESA) for on-call Airport Environmental Services at the Inyo County Airports. The initial scope of work for the contract was to provide scoping services for the Environmental Assessment (EA) for the proposed airline service at the Bishop Airport. Amendment 1 to the contract added the completion of the EA, pursuant to the National Environmental Policy Act (NEPA), and the Initial Study, pursuant to the California Environmental Quality Act (CEQA).

Amendment 2 added additional scope to the contract for Biological and Archaeological Technical Reports. The Federal Aviation Administration (FAA), who is the lead agency for the NEPA document, recently determined that these technical reports would not be necessary for this EA.
Amendment 3 modifies the scope of Amendment 2, removing the work items that will not be completed at this time, and adding protocol level surveys for the Southwestern willow flycatcher. The surveys are not required for the current EA, but will be necessary for future environmental analysis. Since the surveys must be undertaken during a specific time frame, and the results are valid for three years, Public Works would like to complete the surveys at this time. This may prevent a delay in future work.

This amendment decreases the Not-to-Exceed limit of the contract by $12,967, because the cost of the excluded work is greater than that of the additional scope.

BACKGROUND/HISTORY OF BOARD ACTIONS:
November 15, 2018 Contract Award
January 14, 2020 Amendment 1
April 7, 2020 Amendment 2

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose not to approve the amendment. This is not recommended, since these surveys can

only be completed during the nesting season, and waiting until next summer could delay progress on the environmental documents.

OTHER AGENCY INVOLVEMENT:
FAA

FINANCING:
This contract is paid through Budget 010201 (CAO-ACO), Object Code 5100 (Services & Supplies), and will be reimbursable by a forthcoming grant from the FAA.

ATTACHMENTS:
1. ESA Contract Amendment 3
2. ESA Contract Amendment 2
3. ESA Contract Amendment 1
4. ESA Contract

APPROVALS:

Ashley Helms	Created/Initiated - 5/29/2020
Darcy Ellis	Approved - 6/2/2020
Ashley Helms	Approved - 6/11/2020
Breanne Nelums	Approved - 6/11/2020
Michael Errante	Approved - 6/11/2020
Marshall Rudolph	Approved - 6/11/2020
Amy Shepherd	Approved - 6/11/2020
Michael Errante	Final Approval - 6/11/2020

AMENDMENT NO.3
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated November 11, 2018, on County of Inyo Standard Contract No. 161, for the term from November 11, 2018 to November 11, 2023.

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

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

"The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed four hundred and twenty seven, three hundred and ninety five ($427,395). (hereinafter referred to as "contract limit").

2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Protocol-Level Biological Surveys for the Southwestern Willow Fly Catcher at Bishop Airport, as described Attachment A-3 to the contract, and to remove the tasks included in Amendment 2.

3. Consultant's fee for the scope of work described in Attachment A-3 to the contract shall be as described in Attachment B-3 to the contract.

The effective date of this amendment to the Agreement is 6/16/2020.

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

AMENDMENT NO. 3
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

CONSULTANT

By: _____

Dated: _____

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

The scope of work described in the original contract, dated November 11, 2018, is revised to include the additional tasks detailed in the attached ESA proposal titled *Proposal for Protocol-Level Biological Surveys for the Southwestern Willow Fly Catcher at Bishop Airport*, dated May 28, 2020.

This amendment also removes the scope of work added to the contract by Amendment 2, which includes biological and archeological technical studies, and an additional public meeting.

ESA

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

May 28, 2020

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Proposal for Protocol-Level Biological Surveys for the Southwestern Willow Fly Catcher at Bishop Airport

Dear Ms. Helms:

This letter presents Environmental Science Associates' (ESA) proposal to conduct protocol-level field surveys for the Southwestern Willow Fly Catcher (*Empidonax traillii extimus*) in support of consultation with the U.S. Fish and Wildlife Service (USFWS) as required under Section 7 of the Endangered Species Act. Section 7 consultation is required under the FAA's orders implementing the National Environmental Policy Act (NEPA) and must be completed as part of the preparation of future NEPA environmental documentation for Runway Safety Area improvements at Bishop Airport (Proposed Project). The attached cost estimate covers the work necessary to complete protocol-level field surveys.

Project Understanding and NEPA Context

The County plans to initiate commercial airline service at Bishop Airport (referred to hereafter as BIH or the Airport). The current description for the Proposed Project includes improvements to the Runway Safety Areas (RSAs) beyond the Runway 12 and 30 ends. On May 1, 2020, ESA's biologist Karl Fairchild conducted a biological resources survey at the Airport to support evaluation of potential impacts to biological resources as part of the NEPA process. During the survey, Mr. Fairchild encountered potential habitat for Southwestern Willow Fly Catcher (*Empidonax traillii extimus*) within the Proposed Project area. This species is designated as "endangered" under the Federal Endangered Species Act. The presence of potential habitat for this species requires preparation of protocol-level surveys for purposes of supporting consultation requirements under Section 7 of the Endangered Species Act. This scope of work sets forth the work effort required to complete the protocol-level surveys.

Scope of Work

TASK 1: PROJECT MANAGEMENT

This task involves project meetings, internal coordination, and administrative tasks associated with completion of the surveys and the preparation of associated documentation.

TASK 2: PROTOCOL-LEVEL SPECIAL-STATUS SPECIES SURVEYS

The protocol developed by the USFWS requires preparation of five separate surveys during three three-week windows throughout the nesting season for this species. The three three-week periods are May 15 – May 31, June 01 – June 24, and June 25 – July 17. These surveys must be conducted during a single season. The surveys will be conducted as follows:

- Period 1 - May 15-May 31: One Survey
- Period 2 - June 01-June 24: Two Surveys
- Period 3 - June 25-July 17: Two Surveys

This task includes travel to and from the Project site and five nights lodging for five, two-hour early morning surveys; preparation of a required 45-day findings report for submittal to the USFWS; completion of California Natural Diversity Database (CNDDB) Occurrence Forms if other special-status species are encountered during the surveys (both a state and federal requirement); preparation of an annual report to be submitted to the USFWS; and preparation of correspondence with the USFWS.

Schedule

The surveys will be completed within the timeframe described above (May 15, 2020 through July 17, 2020). ESA cannot be responsible for schedule delays caused by the County or the FAA or that result from revelations during the technical analyses that increase the level of technical analysis required, mitigation required, or public outreach process as required by the FAA.

Budget

ESA estimates that the cost to undertake the proposed scope of work described herein and shown in the detailed cost estimate, attached. To the extent that additional tasks are required, directed, and authorized by the County, ESA will prepare an amended cost estimate for County approval prior to conducting any work outside this scope of work.

If you have any questions about our proposal or approach, please feel free to contact Autumn Ward at (813) 207-7212 or at AWard@esassoc.com.

Sincerely,

Autumn Ward, CM, ENV SP
Project Manager

Steven R. Alverson
Project Director

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

SCHEDULE OF FEES:

The compensation for the scope of work described in Attachment A-3 shall be at the rates shown in schedule of fees titled *ESA Cost Breakdown*, dated 5/28/2020, and shall not exceed $16,759.

The costs associated with the scope of work detailed in Amendment 2 – Attachment A-2, which total $29,726, are removed from the contract. The cost for this amendment decreases the not to exceed amount of the contract by $12,967, to $427,395.

ESA Cost Breakdown

Protocol-Level Biological Surveys for the Southwestern Willow Fly Catcher at E **Date** 5/28/2020

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Fully Burdened Rate	Total
Senior Director III	Michael Arnold	$86.54-$131.25	0	$ 93.75	$ 308.51	$ -
Senior Director III	Steven Alverson	$86.54-$131.25	1	$ 96.15	$ 316.42	$ 316.42
Managing Associate II	Autumn Ward	$43.27-$51.44	0	$ 53.65	$ 176.56	$ -
Senior Associate III	Bradley Allen	$51.73-$65.00	2	$ 49.52	$ 162.96	$ 325.92
Managing Associate II	Steven Smith	$43.27-$51.44	0	$ 50.00	$ 164.54	$ -
Associate III	Karl Fairchild	$25.96-$31.49	92	$ 30.72	$ 101.09	$ 9,300.55
Managing Associate III	Chris Jones	$51.73-$65.00	12	$ 66.83	$ 219.91	$ 2,638.95
Director III	Heidi Rous	$64.42-$96.15	0	$ 91.39	$ 300.76	$ -
Managing Associate II	Joza Burnam	$43.27-$51.44	0	$ 47.12	$ 155.05	$ -
Managing Associate II	Susumu Shirayama	$43.27-$51.44	0	$ 52.10	$ 171.44	$ -
Senior Associate II	Sean Burlingame	$35.00-$41.33	0	$ 41.49	$ 136.54	$ -
Managing Associate III	Chris Sequeira	$51.73-$65.00	0	$ 58.89	$ 193.81	$ -
Senior Associate II	Johanna Kahn	$35.00-$41.33	0	$ 36.42	$ 119.84	$ -
Associate II	Joseph Sanders	$25.96-$31.49	0	$ 27.64	$ 90.97	$ -
Associate III	Eryn Pimentel	$31.74-$35.67	0	$ 39.04	$ 128.47	$ -
Project Technician III	James Songco	$36.54-$44.23	0	$ 40.14	$ 132.11	$ -
Project Technician II	Kristine Olsen	$24.96-$36.59	1	$ 36.54	$ 120.26	$ 120.26
Associate I	Phoebe Weiman	$20.00-$25.74	0	$ 24.04	$ 79.11	$ -
Senior Director III	Gerrit Platenkamp	$86.54-$131.25	4	$ 86.06	$ 283.20	$ 1,132.79
Senior Associate II	Michael Vader	$35.00-$41.33	0	$ 40.43	$ 133.06	$ -
			112	Total		**$13,835**

FRINGE BENEFITS

Rate
49.87%

INDIRECT COSTS

Rate
Overhead and G&A 143.95%

Rate
FEE 12%

EXPENSES **$2,924**

TOTAL COST **$16,759**

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

SCHEDULE OF TRAVEL AND PER DIEM:

The compensation for travel expenses incurred under Amendment 3 shall be at the following rates:

GSA Per Diem Rates for Mammoth Lakes, Mono County

Lodging	$ 135.00
Meals & Incidentals (M&IE) Breakdown	
M&IE Total	$ 76.00
Continental Breakfast/Breakfast	$ 18.00
Lunch	$ 19.00
Dinner	$ 34.00
Incidental Expenses	$ 5.00
First & Last Day of Travel	$ 57.00
2020 Mileage Rate	$ 0.575

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 7th day of April 2020 an order was duly made and entered as follows:

Public Works – ESA Contract Amendment 2	Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to approve Amendment No. 2 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, for the additional scope to be included in the Environmental Assessment (EA) and Initial Study (IS) of the Bishop Airport, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 7th
Day of APRIL, 2020

CLINT G. QUILTER
Clerk of the Board of Supervisors

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO:* *Other: Public Works* *DATE: April 15, 2020*

County of Inyo

Public Works

CONSENT - ACTION REQUIRED

MEETING: April 7, 2020

FROM:

SUBJECT: Amendment 2 to the agreement between Inyo County and ESA for the Bishop Airport Environmental Assessment

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RECOMMENDED ACTION:
Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, for the additional scope to be included in the Environmental Assessment (EA) and Initial Study (IS) of the Bishop Airport, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:
On January 7, 2020, your Board approved Amendment 1 to the contract with Environmental Science Associates (ESA) for the completion of the EA, pursuant to the National Environmental Policy Act (NEPA), and the Initial Study, pursuant to the California Environmental Quality Act (CEQA). At the time of that amendment, the scope of the environmental documents included the issuance of the Airport Operating Certificate and the amendment of United Airlines Operating Specifications to allow commercial air service to the Bishop Airport. Since that amendment, a small improvement project to the runway safety area for Runway 12/30 was identified as necessary in the short term. The ground disturbance associated with this project will be analyzed in the IS and EA, and requires additional scope and costs to be added to the contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:
November 15, 2018 Board approved contract with ESA
January 7, 2020 Board approved amendment 1

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose not to approve the contract amendment; this is not recommended, as it is necessary to complete these environmental documents in a timely manner, and including the safety area project in the current IS/EA will avoid additional costs in the future to prepare subsequent documents.

OTHER AGENCY INVOLVEMENT:
Federal Aviation Administration (FAA)

FINANCING:
The cost associated with this amendment is $29,726, which will be paid from Budget Unit 010201 (CAO-ACO),

Object Code 5265 (Professional Services). The costs associated with this amendment will be reimbursable at 90% by the FAA when the construction grant for the associated project is awarded.

ATTACHMENTS:

1. ESA Contract
2. ESA Contract Amendment 1
3. ESA Amendment 2

APPROVALS:

Ashley Helms	Created/Initiated - 3/12/2020
Darcy Ellis	Approved - 3/12/2020
Ashley Helms	Approved - 3/25/2020
Michael Errante	Approved - 3/25/2020
Marshall Rudolph	Approved - 3/26/2020
Denelle Carrington	Approved - 3/30/2020
Amy Shepherd	Approved - 3/30/2020
Michael Errante	Approved - 3/30/2020
Clint Quilter	Final Approval - 3/30/2020

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 13th day of November 2018 an order was duly made and entered as follows:

Public Works – Environmental Science Associates Contract	Moved by Supervisor Kingsley and seconded by Supervisor Tillemans to: A) approve Inyo County Standard Contract No. 161 between the County of Inyo and Environmental Science Associates for airport environmental services in an amount not to exceed $7,942 for the period from November 15, 2018 through November 15, 2023; and B) authorize the Chairperson to execute the contract, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 13th
Day of November, 2018

CLINT G. QUILTER
Clerk of the Board of Supervisors

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: December 14, 2018

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
18

FROM: Public Works Department

FOR THE BOARD MEETING OF: NOV 13 2018

SUBJECT: Approve a contract/master agreement for on-call Airport Environmental Services with Environmental Science Associates (ESA) of Sacramento, California.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Inyo County Standard Contract No. 161 between the County of Inyo and ESA for airport environmental services in an amount not to exceed $7,942.00 for the period from November 15, 2018 through November 15, 2023;

2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: On August 27, 2018 the Public Works Department published a Request for Qualifications for qualified firms to submit Statements of Qualification (SOQ) for on-call Airport Environmental Services at the Inyo County Airports. Four firms submitted SOQ's by the deadline of September 17, 2018:

- Environmental Science Associates
- Helix Environmental Planning Inc., with C&S Companies as a sub-consultant
- Landrum & Brown Inc., with Panorama and ArchaeoPaleo Resource Management as sub-consultants
- WHALE Environmental Services, LLC

The respondents' qualifications were rated by three of the Public Works Department engineering and airport staff, and the top two firms were interviewed. ESA was selected as the most qualified consultant to provide services under this contract.

The scope of work for the initial contract (Master Contract) will be to provide scoping services for the Environmental Assessment (EA) for the proposed airline service at the Bishop Airport and the associated capital improvement projects. This EA is required under the National Environmental Protection Act (NEPA) before funding from the Federal Aviation Administration (FAA) may be granted for design or construction projects relating to commercial air service. Once the project scoping for the EA has been approved by the FAA, this contract may be amended to include the task of preparing the EA.

ALTERNATIVES: The Board could choose not to approve the contract for on-call airport environmental services. This is not recommended because the Public Works Department does not have staff with the expertise to complete the required work. The timely completion of the EA for the Bishop Airport will be instrumental in achieving the desired timeline for commercial air service.

OTHER AGENCY INVOLVEMENT:
The auditor's office to make payments to the contractor after the contract is awarded;
County counsel to review and approve the contract;

FINANCING: The costs associated with this contract will be paid from Budget Unit 010201 (CAO-ACO), Object Code 5265, and may be reimbursable at a future date by a grant from the FAA.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: yes	Date 11/7/18
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes	Date 11/8/2018
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:	Date 11/8/18

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 11/8/18

BUDGET OFFICER SIGNATURE
(Not to be signed until all approvals are received) _____ Date: 11/8/2018

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Environmental services of Environmental Science Associates (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 Director of Public Works. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. PERFORMANCE PERIOD
(Choose Option 1 or Option 2)

☐ **Option 1** – Standard Contract

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

☒ **Option 2** – On-Call Contracts

A. This Contract shall go into effect on 11/15/2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 11/15/23, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

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 Public Works Department. 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 Consultant for services and work performed under this Agreement shall not exceed eight thousand one hundred and fifty five ($ 8,155 .00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant 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

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.

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. 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.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

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

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed $150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.
Contractor must include this requirement in all subcontracts that exceeds $150,000.

12. ENERGY CONSERVATION REQUIREMENTS

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

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

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

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

14. TRADE RESTRICTION CERTIFICATION

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

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

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

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.
Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

15. CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

1) The applicant represents that it is ( ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ) is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
3) **Term Definitions**
4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-
5) four
6) (24) months of a felony criminal violation under any Federal law and includes
7) conviction of an offense defined in a section of the U.S. code that specifically classifies
8) the offense as a felony and conviction of an offense that is classified as a felony under 18
9) U.S.C. § 3559.
9) **Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. 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.

20. 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.

21. 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.

22. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, 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 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 Consultant.

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

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and 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.

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. 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.

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

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

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by County**: The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by County approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the County:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. 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 thirty-seven (37) "Amendment" below.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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 thirty-seven (37) "Amendment."

37. 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.

38. NOTICE

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

County of Inyo:

Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

Environmental Science Associates	Name
2600 Capitol Avenue, Suite 200	Address
Sacramento, CA 95816	City and State

39. 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 Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

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

COUNTY OF INYO

By:

Signature

DAN TORNEROW

Print or Type Name

Dated: 11-20-18

CONSULTANT

By:

Signature

Print or Type Name

Dated:

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SCOPE OF WORK:

The initial work included in this on-call contract for Airport Environmental Services shall include scoping services for the National Environmental Protection Act (NEPA) compliance for proposed airline service and related capital improvement projects at the Bishop Airport. This scope is described in greater detail in the attached proposal, dated 11/07/2018.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. Any increases to the Not-to-Exceed amount will be effective only by written Amendment to the contract, approved by the Board of Supervisors.

Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

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

COUNTY OF INYO

By: _____
Signature

_____
Print or Type Name

Dated: _____

CONSULTANT

By: _____
Signature

Steven R. Alverson
Print or Type Name

Dated: 11/14/18

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SCOPE OF WORK:

The initial work included in this on-call contract for Airport Environmental Services shall include scoping services for the National Environmental Protection Act (NEPA) compliance for proposed airline service and related capital improvement projects at the Bishop Airport. This scope is described in greater detail in the attached proposal, dated 11/07/2018.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. Any increases to the Not-to-Exceed amount will be effective only by written Amendment to the contract, approved by the Board of Supervisors.

Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

November 7, 2018

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Scoping Services for National Environmental Protection Act (NEPA) Compliance for Proposed Airline Service and Related Capital Improvements at the Bishop Airport

Dear Ms. Helms:

Thank you for requesting ESA to provide NEPA scoping services for proposed airline service and related capital improvements (hereafter referred to as the "proposed project") at the Bishop Airport (hereafter referred to as "BIH" or "Airport"). We have appreciated our discussions of the proposed project with County of Inyo Public Works Department staff, and we look forward to supporting the County's successful and timely completion of the environmental compliance process for the proposed project, including obtaining the required NEPA and California Environmental Quality Act (CEQA) approvals. As specified in our statement of qualifications, ESA has identified a knowledgeable, creative, and responsive technical team to provide environmental compliance services to the County. Steve Alverson (Project Director) and Autumn Ward (Project Manager) will lead this team and will be supported by Steve Smith (Deputy Project Manager). We are excited to begin the environmental compliance process for this important project.

As we recently discussed with you, we propose that the first phase of the environmental compliance process for the proposed project will be preparation of an Environmental Assessment (EA) to support the proposed project's compliance with NEPA. As we have noted in our discussions with County staff, the Federal Aviation Administration's (FAA's) environmental review authority covers compliance with NEPA and other federal environmental laws and regulations, and a joint document that addresses the proposed project's compliance with NEPA and CEQA, such as an Environmental Assessment/Initial Study (EA/IS), would not be accepted by the FAA. Accordingly, our initial scoping effort will be for preparation of an EA. We propose that the CEQA compliance effort for the proposed project will be covered under a separate scope of work prepared by ESA, which would build upon and maximize efficiencies related to preparation of the EA.

Our scope of work to conduct NEPA scoping services is detailed below, and our cost estimate to perform the scoping services is attached. We have also attached the detailed breakdown of our staff rates that you requested.

Project Understanding and NEPA Context

The County plans to initiate commercial airline service and related capital improvements at BIH. The proposed project comprises the following elements:

- Amendments to the Operations Specifications for:
  - Allegiant Air, with the Airbus 319 aircraft
  - United Airlines, with the CRJ700 and possible other aircraft, such as CRJ900, EMB175, and B737 aircraft, to allow scheduled commercial air service to BIH;
- Amendment of BIH's Part 139 Airport Operating Certificate to a Class I operating certificate pursuant to 14 CFR Part 139;
- Construction of a new modular multi-purpose aviation terminal and a new commercial service terminal (on previously disturbed ground) and some modifications to the existing adjacent general aviation terminal to support commercial air service;

- Modification of the Runway Safety Areas for Runways 17-35 and 12-30, including grading and drainage improvements;
- Pavement rehabilitation and 50-foot widening of Runways 12-30 and 17-35, including edge lighting relocation and associated projects;
- Addition, modification, and relocation of aircraft parking aprons, parallel and exit taxiways with lighting;
- Addition, modification, and extension of terminal area internal access roads, auto parking, and utilities;
- Construction of new ARFF and snowplow buildings;
- Construction of new AVGAS and jet fuel storage and dispensing facilities; and
- Miscellaneous other projects as depicted on the final ALP.

Approval and implementation of the proposed project requires one or more actions by the FAA. These "federal actions" require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, and Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*. Based on our understanding of the proposed project, we anticipate the environmental analysis and documentation for NEPA compliance will be accomplished in the form of an EA.

NEPA Scoping Services for the Proposed Project

Upon authorization to proceed from the County, ESA will prepare and submit to the County a detailed description and cost estimate that sets forth the work efforts required by ESA to prepare the EA. The scope of work and cost estimate will detail ESA's preparation of the EA, including project initiation and mobilization; development of the statement of the purpose and need for the proposed project; development of an aircraft activity forecast; development of alternatives that will be evaluated in the EA; description of the existing physical and environmental conditions from which environmental impacts of the proposed project will be compared; the technical analyses of the direct and indirect environmental effects of the proposed project and its alternatives for the specific impact categories listed in the FAA's 1050.1F Desk Reference; analysis of the cumulative impacts of recent and future Airport improvements; preparation of the preliminary draft, public draft, and final EA; ESA support for agency and public coordination related to the EA; and project management and meetings. As we discussed, FAA approval of the EA scope of work will be essential to the successful completion of the NEPA process. Accordingly, we have included time for ESA to participate in the County's coordination with the FAA and for ESA to address FAA comments on the draft scope of work for the EA. Our cost proposal and accompanying staff rate breakdown to complete the scoping effort is attached. We propose to perform the work described herein on a time-and-materials basis not to exceed our identified total cost. This proposal is effective for 90 days from the date of this submittal.

We appreciate your selection of ESA, and we look forward to answering any questions you have on our scope of work.

Sincerely,

Autumn Ward, CM, ENV SP
Project Manager

Steven R. Alverson
Project Director

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SCHEDULE OF FEES:

The consultant shall be compensated at the rates shown in ESA's *Cost Breakdown*, dated 11/7/2018, further detailed in the *Labor Detail and Expense Summary*, for the scope of work described in Attachment A.

ESA Cost Breakdown

Date 11/7/2018

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Director III	Michael Arnold	2	$ 91.11	$ 182.22
Senior Director III	Steven Alverson	6	$ 93.75	$ 562.50
Managing Associate II	Autumn Ward	18	$ 50.29	$ 905.22
Managing Associate II	Steven Smith	16	$ 49.04	$ 784.64

Total $ 2,434.58

$2,435

FRINGE BENEFITS

Rate	Total
48.82%	$ 1,188.56

$1,189

INDIRECT COSTS

	Rate	Total
Overhead and G&A	142.44%	$ 3,467.82

$3,468

	Rate	Total
FEE	12%	$ 850.91

$851

TOTAL COST **$7,942**

NEPA Scoping Services for Proposed Airline Service and Capital Improvements at Bishop Airport
ESA Labor Detail and Expense Summary

	Employee Names	Michael Arnold	Steven Alverson	Autumn Ward	Steve Smith		
	Labor Category	Senior Director III	Senior Director III	Managing Associate II	Managing Associate III	Total Hours	Labor Price
Task #	**Task Name/Description**	$ 297	$ 306	$ 164	$ 160		
1.0	Prepare Draft EA Scope and Cost Estimate	1	2	12	10	25.00	$ 4,477
2.0	Coordination with FAA		2	4	2	8.00	$ 1,588
3.0	Prepare Final EA Scope and Cost Estimate	1	2	2	4	9.00	$ 1,877
Total Hours		2	6	18	16	42	
Total Labor Costs		$ 594	$ 1,835	$ 2,953	$ 2,560		**$ 7,942**

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The scope of work listed in Attachment A will not include any travel or per diem payments. Any future tasks which involve these payments must include agreed upon rates in Attachment C to that amendment, requiring approval by the Board of Supervisors.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SEE ATTACHED INSURANCE PROVISIONS

EXHIBIT B

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 appropriates 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.

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated November 11, 2018, on County of Inyo Standard Contract No. 161, for the term from November 11, 2018 to November 11, 2023.

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

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

   "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed four hundred and ten thousand, six hundred and fourteen ($410,614). (hereinafter referred to as "contract limit").

2. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required for the Bishop Airport Environmental Assessment and Initial Study, as described Attachment A-1 to the contract.

3. Consultant's fee for the scope of work described in Attachment A-1 to the contract shall be as described in Attachment B-1 to the contract.

The effective date of this amendment to the Agreement is 1/14/2020.

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

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

CONSULTANT

By: _____

Dated: _____

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

The scope of work described in the original contract, dated November 11, 2018, is revised to include the additional tasks required to complete the Environmental Assessment, pursuant to the National Environmental Policy Act, and the Initial Study, pursuant to the California Environmental Quality Act. The scope of services will be in general accordance with the Consultant's proposal titled *Proposal to Conduct National Environmental Policy Act and California Environmental Quality Act Reviews for Proposed Airline Service at Bishop Airport*, dated December 26, 2019, included herein.

ESA

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

December 26, 2019

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Proposal to Conduct National Environmental Policy Act and California Environmental Quality Act Reviews for Proposed Airline Service at Bishop Airport

Dear Ms. Helms:

Thank you for contacting ESA to submit a proposal to conduct National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) reviews of proposed airline service at Bishop Airport (Proposed Project). Our efforts to deliver the services described in this proposed scope of work will be led by Autumn Ward as Project Manager. In this capacity, Autumn will provide day-to-day contact with Inyo County Public Works staff (County), oversee the contract, ensure the accuracy and quality of all technical documentation, and verify that the County's needs are met. Autumn will be supported by Project Director Steven Alverson, Deputy Project Manager Chris Jones, and ESA technical staff, including highly experienced environmental technical specialists. Our scope of work is provided below, and our detailed cost estimate is attached.

Project Understanding and NEPA and CEQA Context

The County plans to initiate commercial airline service Bishop Airport (referred to hereafter as BIH or the Airport). Based on our recent meetings and discussions with County and Federal Aviation Administration (FAA) staff, the Proposed Project comprises the following elements:

- Amendments to the Operations Specifications for:
    - United Airlines (United Express), assumed to be the CRJ700, to allow scheduled commercial air service to BIH; and
- Issuance of a Part 139 Airport Operating Certificate to a Class I operating certificate pursuant to 14 Code of Federal Regulations (CFR) Part 139.

Approval and implementation of the Proposed Project requires one or more actions by the FAA. These "federal actions" require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*, and FAA Order 8900.1, Change 489, *Flight Standards Information Management System*. The NEPA environmental analysis and documentation for the Proposed Project will be accomplished in the form of an Environmental Assessment (EA).

The Proposed Project is also subject to discretionary review and approval by Inyo County. Accordingly, on the State level, the Proposed Project will require environmental review and documentation under CEQA. To satisfy CEQA requirements, it is assumed that an Initial Study and Negative Declaration or Mitigated Negative Declaration (IS/ND or IS/MND) will be prepared.

This scope of work sets forth the work efforts required by ESA to prepare the EA and CEQA documentation.

Scope of Work

TASK 1: MOBILIZATION AND EARLY COORDINATION

This task consists of work efforts required to initiate and mobilize the project and to conduct early coordination with key federal, state, and local agencies.

1.1 Finalize Project Description

With input from the County, the County's consulting engineer, and the FAA, ESA will finalize the description of the Proposed Project to establish the actions for which environmental impacts will be assessed in the EA. This description will include a detailed description of the Proposed Project and No-Action Alternative. The project description will include relevant information from the aircraft activity forecast under review by the FAA and the transportation plan being prepared by the County and Mammoth Lakes Tourism.

Preparation of the project description will also include delineation of a general study area for the Proposed Project. Specialized study areas will also be developed based on special purpose laws and other regulatory requirements. These specialized study areas will include an Area of Potential Effects (APE) to support the Proposed Project's compliance with Section 106 of the National Historic Preservation Act (NHPA) and an impact area for Biological Resources for the Proposed Project's compliance with the federal Endangered Species Act.

1.2 Early Agency Coordination

In coordination with the County and the FAA, ESA will refine the description of the Proposed Project and participate in a teleconference with the County and FAA staff to confirm the scope of the NEPA document and identify any potential cooperating agencies and/or agencies that should be consulted during the EA process. Based on our previous experience in the County, ESA anticipates that one or more Native American tribes may have interest in the project and will wish to consult with the FAA pursuant to Section 106 regarding potential project effects to properties of religious and/or cultural significance.

NEPA ENVIRONMENTAL ASSESSMENT

TASK 2: SCOPING

2.1 Scoping

ESA will support the County in the scoping process for the EA. ESA will assist the County in drafting scoping letters to be delivered by the County to the relevant public agencies. It is understood that the County will conduct and manage the scoping meeting; however, ESA will offer support to the County in this task in the form of technical support and preparation of presentations, handouts, and other workshop materials. Attendance of one (1) ESA staff member at two scoping meetings is included.

TASK 3: EA INTRODUCTION, PURPOSE AND NEED STATEMENT, AND ALTERNATIVES

3.1 EA Introduction

ESA will prepare a concise introductory section that incorporates the description of the Proposed Project, a brief overview of BIH, a summary of current activity at BIH, and an overview of the EA process. The introduction along with the Purpose and Need Statement will be incorporated into the first chapter of the EA.

3.2 Purpose and Need Statement

The purpose of and need for the Proposed Project will be concisely described in this task. The FAA's statutory purpose and need will be included and federal actions required by the FAA will be identified. The Purpose and Need Statement will also include the description of the Proposed Project developed under Task 1.1 above.

3.3 Alternatives Identification and Evaluation

For the purposes of this scope of work, alternatives that will be evaluated in the EA will include the Proposed Project and the No-Action Alternative. Each alternative retained will be concisely compared in narrative, tabular, and graphic form. The evaluation and screening process will state the reasons for either eliminating an alternative or retaining an alternative for further evaluation in the EA. If other alternatives that meet both the purpose and need for the project are retained, the evaluation of these additional alternatives, ESA would evaluate the alternatives as an additional service. Should the evaluation of additional alternatives be required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

TASK 4: AFFECTED ENVIRONMENT

This task involves data collection and field investigations necessary to identify and concisely describe existing physical and environmental conditions from which environmental impacts of the project will be compared.

Resources Not Affected

ESA will identify those environmental resources that would not be affected by the Proposed Project and would not be subject to detailed examination of existing conditions and impacts. Although subject to change, the resources listed below are not expected to be affected by the Proposed Project or the No-Action Alternative at this time. A brief statement explaining why each resource category was excluded from review will be provided.

- Coastal Resources
- Farmlands
- Historical, Architectural, Archaeological, and Cultural Resources (limited to the Archaeological Resources subcategory)
- Water Resources (limited to the Wild and Scenic Rivers subcategories)

4.1 General Study Area and Base Maps

In coordination with the County and the FAA, ESA will develop a general study area boundary and base mapping for the description of the affected environment and the detailed analysis of environmental impacts associated with the Proposed Project and the No-Action Alternative.

To prepare EA base maps, ESA anticipates it will have access to Airport Layout Plan/Proposed Project CAD and GIS files. ESA also assumes that suitable aerial imagery, current land use data, and mapping information (GIS data) contained in the technical studies necessary to describe and depict the affected environment would be available from the County, its other subconsultants, and/or public agencies at no cost. Aircraft procedure plates will also be used to help delineate the general study area.

4.2 Description of the Affected Environment

To describe existing conditions, ESA will document and describe the resources and conditions listed below. This task will require research, coordination with agencies, and data acquisition.

Each resource category listed in FAA Order 1050.1F will be reviewed and considered. Those resource categories that are determined not to be present or would have no impact, would be briefly discussed at the beginning of this section of the

EA. No further analysis of these resources would be made in the EA. At this time, it is anticipated that the following resource categories would not be present and/or not be applicable: Coastal Resources, Farmlands, and Water Resources (Wild and Scenic Rivers subcategory).

4.2.1 Air Quality

4.2.1.1 Data Collection and Attainment Status

This task will involve collecting data necessary to identify and describe existing air quality conditions. This will include a brief discussion of applicable air quality standards; the area's National Ambient Air Quality Standards (NAAQS) attainment status; and any relevant information provided by air quality regulators (e.g., the Great Basin Unified Air Pollution Control District). This task will involve collecting data necessary to identify and describe baseline air quality conditions, including a summary of reasonably available air monitoring data representative of conditions at BIH. Any monitoring data collected will be included in an appendix to the EA.

It is understood that BIH is not located in any areas classified as being in nonattainment for the NAAQS. It is understood that Inyo County is in nonattainment of the California Ambient Air Quality Standards (CAAQS) for ozone (O3) and PM10. However, the federal action is not subject to a General Conformity analysis and potential conformity determination for ozone precursors Volatile Organic Compounds (VOCs) and oxides of nitrogen (NOx), particulate matter, and carbon monoxide is not required.

4.2.1.2 Emissions Inventory

Based on project information provided by the County, an existing conditions air emissions inventory for BIH will be prepared using the current FAA-approved version of the Aviation Environmental Design Tool (AEDT [AEDT 3b at the time of preparation of this scope of work]) for aircraft and ground support equipment (GSE) operations, and CalEEMod or other FAA-approved calculation methods for stationary and mobile emissions sources. Consistent with FAA guidance, ESA will estimate annual emissions for criteria air pollutants from aircraft operations and stationary sources routinely associated with the activities associated with the proposed aircraft operations.

4.2.2 Biological Resources

Habitat, wildlife, and federal and state listed species in the general study area will be concisely described based on the previously completed biological field survey and additional analysis to determine whether other federally-listed threatened or endangered species occur within the GSA, under this task.

4.2.3 Climate

In conjunction with Task 4.2.1, *Air Quality*, ESA will estimate greenhouse gas (GHG) emissions for the existing conditions study year. ESA will also summarize applicable state and/or local plans and objectives related to climate change and GHGs.

4.2.4 Department of Transportation (DOT) Act: Section 4(f) Resources

Section 4(f) refers to the original section within the U.S. Department of Transportation Act of 1966 which provided for consideration of park and recreation lands, wildlife and waterfowl refuges, and historic sites during transportation project development. ESA will identify Section 4(f) resources (if any) in the general study area that are subject to the protective provisions of the DOT Act (as amended). ESA will briefly describe each resource and provide a table with existing aircraft noise levels at each resource located within the Community Noise Equivalent Level (CNEL) 65 contour. The analysis will take into account existing flights to and from Mammoth Yosemite Airport (MMH).

4.2.5 Hazardous Materials, Solid Waste, and Pollution Prevention

ESA will review online databases to identify known areas of contamination or areas having environmental concerns on or adjacent to the Airport. This may include, but not necessarily be limited to, reasonably available environmental site assessments conducted previously at BIH; information related to any known surface water, groundwater, or soil contamination at BIH; and information related to remediation programs at BIH. For this task, ESA will not conduct any media sampling or analysis, interviews, or other specialized studies. ESA will summarize information gathered and depict the reported location of known environmental conditions on-Airport. ESA will also document the location of landfills and waste handling facilities in the vicinity of BIH. This scope of work does not include ESA conducting waste audits or other specialized waste studies.

4.2.6 Historical, Architectural, and Cultural Resources

ESA will delineate and describe the APE, identify and discuss the location of previously recorded resources on and in the vicinity of BIH through a records search at the Eastern Information Center of the California Historical Resources Information System at University of California Riverside, and identify each resource listed or eligible for listing in the National Register of Historic Places (NRHP). ESA will assist the FAA in coordinating Section 106 consultation with the State Historic Preservation Officer (SHPO), Native American communities, and, if applicable, Tribal Historic Preservation Officer(s) (THPOs).

4.2.7 Land Use

ESA will summarize the relevant portions of planning documents applicable to BIH and the Proposed Project, including the Inyo County General Plan and Zoning Ordinance.

4.2.8 Natural Resources and Energy Supply

ESA will identify the suppliers of energy resources in the area (e.g., electric, water, sewer, fuel), briefly note if there are any known shortages of common building materials in the area, or if there are unique resources located in the general study area.

4.2.9 Noise and Noise-Compatible Land Use

4.2.9.1 Noise Contour Development

Using the latest version of AEDT, ESA will prepare noise contours for the existing conditions study year. ESA will use AEDT model inputs and settings to reflect the aircraft operational information and the noise modeling assumptions will be documented in an aircraft noise technical report that will be included as an appendix to the EA.

This task includes the generation of existing condition contours at CNEL 65, 70, and 75 dB. The contours will be overlaid on a land use map that also depicts the location of noise-sensitive sites, Section 4(f) resources, and National Register properties (if any) within the general study area.

4.2.9.2 Noise Exposure Estimates

ESA will calculate the types and amount of land uses within the existing condition CNEL 65 and higher contours. The number of housing units and population within the existing condition CNEL 65 and higher contours will also be estimated using information obtained from local governments and the U.S. Census Bureau. A grid point analysis will be prepared to identify existing condition aircraft CNEL values at noise sensitive sites, Section 4(f) resources, and National Register properties (if any) located within the general study area.

4.2.10 Socioeconomics, Environmental Justice, and Children's Environmental Health and Safety Risks

ESA will describe relevant social, economic, and demographic characteristics in the general study area and the County. Using U.S. Census Bureau, state, and local data, ESA will briefly describe economic activity and median household income, employment, population, housing, race and ethnicity characteristics, and poverty levels.

As part of the Socioeconomics analysis the transportation study that will be prepared by the County's consultant will be used to assess existing traffic conditions, including current traffic patterns, and the level of service (LOS) on nearby roads.

4.2.11 Visual Effects

ESA will describe the current visual landscape on and around the Airport. In addition, the potential for the intrusion of existing aircraft light emissions into nearby light-sensitive areas will be evaluated.

4.2.12 Water Resources

Surface waters, groundwater, drinking water/wastewater infrastructure in the general study area will be summarily characterized using reasonably available reports and data sets. The location of waterbodies will be depicted on the project base map, and the waterbodies will be characterized in terms of regulatory status (e.g., impaired waterbodies). ESA will also review and describe any regulatory floodplains within the general study area, should they exist.

TASK 5: ENVIRONMENTAL CONSEQUENCES

This task involves the technical analyses of the direct and indirect environmental effects of the Proposed Project and the No-Action Alternative for the specific impact categories listed in the FAA's 1050.1F Desk Reference. Where applicable, this section will also discuss conceptual mitigation measures that may be required to reduce adverse or potentially significant impacts.

Resources Not Affected

As noted above, the resources listed below are not, at this time, expected to be affected by the Proposed Project or the No-Action Alternative.

- Coastal Resources
- Farmlands
- Historical, Architectural, Archaeological, and Cultural Resources (Archaeological Resources subcategory)
- Water Resources (Wild and Scenic Rivers subcategory)

Study Years and Analysis of Impacts

The analysis of potential environmental impacts will be conducted by comparing the Proposed Project to the No-Action Alternative in two future study years: the first full year of operation and year 2028 conditions.

5.1 Air Quality

5.1.1 Operational Emissions

Using the current FAA-approved version of AEDT (AEDT 3b), ESA will estimate annual emissions for criteria air pollutants from aircraft and GSE. As an increase in surface transportation between the Airport and Mammoth would be anticipated as a result of the introduction of commercial aircraft service, emissions from surface transportation will need to be assessed. Using CalEEMod or other FAA-approved calculation methods, ESA will estimate annual emissions from stationary and mobile sources routinely associated with Airport activities for the No-Action Alternative and the Proposed Project for both future EA study years.

5.2 Biological Resources

5.2.1 Biotic Communities

Based on data and information developed in Task 4, potential impacts to habitat and vegetative communities will be quantified. Impacts to wildlife will be evaluated qualitatively.

5.2.2 Threatened and Endangered Species

The effect of the Proposed Project and No-Action Alternative on federal and state-listed plants and animals and their habitats will be evaluated in this task. Using information collected in Task 4, an assessment of the potential use of the general study area by state- and federally-listed species and the potential impacts to these species as a result of each alternative will be undertaken. Due to the distance of BIH from coastal and estuarine resources, the assessment of impacts on marine species and essential fish habitat is not anticipated.

5.3 Climate

Using data developed in Task 5.1, ESA will estimate GHG emissions (carbon dioxide equivalents or CO^2e) and assess the potential effects of the Proposed Project and the No-Action Alternative on climate change. The implications of climate change for the environmental effects of the Proposed Project and the No-Action Alternative, as well as measures that may offset GHG emissions, will be discussed qualitatively.

5.4 Section 4(F) Resources

Because the Proposed Project would not include any construction activity, direct impacts to Section 4(f) resources are not anticipated. ESA will verify and document the anticipated lack of direct impacts in a concise statement in the EA. Indirect impacts, typically associated with impacts associated with other categories such as noise, will be evaluated qualitatively. The need for the preparation and coordination of a formal Section 4(f) Statement is not anticipated.

5.5 Hazardous Materials

Existing site conditions and the potential to introduce new hazardous materials and pollutants will be assessed to determine what effects or environmental concerns, if any, would be generated by the operation of the Proposed Project or the No-Action Alternative. The assessment will qualitatively assess:

- Potential involvement with any currently unidentified sites within or immediately adjacent to the general study area.
- The storage and use of hazardous materials and petroleum-based products during the normal operation of the Proposed Project.
- A review of existing and available Best Management Practices, spill prevention plans, pollution prevention plans, and similar policies in place at BIH or commonly-accepted practices available for implementation.

This scope of work does not include any subsurface investigation, soil and/or water sampling and testing, extensive research/investigations, or specialized studies.

5.6 Historic and Cultural Resources

ESA will evaluate whether the Proposed Project and the No-Action Alternative would result in adverse effects to *Historic Properties* as defined under Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800. Adverse direct effects on historic and cultural resources are not anticipated. Therefore, the need to develop complex mitigation plans and/or provide technical support related to the preparation of a Memorandum of Agreement is not anticipated and are not included in this scope of work. ESA can provide the aforementioned services if needed as an additional service. Should these services be required, ESA will prepare a brief scope of work and cost

estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

5.7 Land Use

In addition to the impacts of noise on land use compatibility, ESA will evaluate existing and planned land uses that may be affected by the Proposed Project. In addition, the presence of any of land uses that could have an adverse effect on safe aircraft operations within the distances referenced by FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants on or Near Airports*, shall be disclosed. ESA will discuss whether or not the Proposed Project would be inconsistent with approved state and/or local plans and laws.

5.8 Natural Resources and Energy Supply

The impacts of the Proposed Project will be assessed in regard to energy supplies and natural resources. This includes the Proposed Project's use of energy and the ability of local energy providers to meet the demand.

5.9 Noise and Noise-Compatible Land Use

5.9.1 Noise Contour Development

ESA will update the AEDT model inputs to account for new scheduled commercial air service to BIH. CNEL 65, 70, and 75 contours for the Proposed Project for the 2021 and 2028 future year conditions will be developed using the approved aviation forecast and the latest version of the FAA's AEDT model. This task includes developing CNEL contours for the No-Action Alternative using the Airports' existing configuration and baseline forecast. It is anticipated that aircraft substitutions will not be required for the development of the noise contours. Standard aircraft profiles are expected to be employed. This task does not include the use of supplemental metrics.

ESA will review and update information, inputs, assumptions, and assumptions used to develop the No-Action Alternative and Proposed Project CNEL contours. This process would consider potential changes to aircraft fleet mix, runway use patterns, flight paths and profiles, day/night splits, stage lengths, instrument approach procedures, NAVAIDs, and proposed major Airport airfield projects. The information, data, and assumptions used to develop the contours will be documented in the noise technical report included as an EA appendix.

5.9.2 Noise Impact Assessment

ESA will calculate the types and amount of land uses within the No-Action Alternative and the Proposed Project CNEL 65 and higher noise contours for both future study years. The number of housing units and population within each CNEL 65 and higher contour will be estimated using information obtained from local governments and the U.S. Census Bureau. In addition, a grid (location) point analysis will be conducted for noise sensitive sites within the general study area. The change in aircraft CNEL values at each location will be tabulated.

As defined FAA Order 1050.1F, a significant noise impact occurs when a noise sensitive area within (or newly within) the CNEL 65 contour would experience an increase of 1.5 CNEL or more. If the noise analysis indicates significant noise impacts would occur, measures available to mitigate the impacts will be discussed. If significant noise impacts would occur, an analysis will be undertaken to identify, for disclosure purposes only, noise sensitive sites that would experience an increase of 3 dB CNEL within the CNEL 60 contour (but below CNEL 65). Increases of 3 dB CNEL over noise sensitive land uses will be reported in the EA, but are not considered to be a significant impact under NEPA and do not require mitigation.

5.10 Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks

5.10.1 Socioeconomics

For the assessment of socioeconomic impacts, ESA will evaluate the topics listed below. The assessment will be conducted using reasonably available information from public agencies and information provided by the County (e.g., number of new jobs at BIH). The use of specialized studies and economic models are not anticipated.

- The potential for residential and business relocations, including the number and type of relocations, neighborhood impacts, and adequate relocation housing.
- The reduction or increase in economic activity.
- Effect on employment (unemployment rates, commuter patterns, and labor force).
- Effect on income and potential to change existing conditions.
- Population, including shifts in population.
- Housing, including availability and change in demand for housing.
- Public Services, including availability and change in demand.
- Social conditions, including effect on community cohesion and religious institutions (to the extent practicable).

Based on the transportation study for the Proposed Project that will be prepared by the County's consultant, an assessment of traffic impacts will be included to determine if the Proposed Project and the No-Action Alternative would result in a change in traffic patterns, fleet mix, and volumes that would reduce the level of service (LOS) on nearby roads to unacceptable levels.

5.10.2 Environmental Justice

Impacts of the Proposed Project and the No-Action Alternative will be assessed with regard to compliance with Federal Environmental Justice guidelines (Executive Order 12898) to determine if there would be a disproportionate adverse impact to minority and low-income populations as a result of implementation of the Proposed Project, and to quantify these impacts should they occur. GIS, census, and local parcel data will be queried to determine minority or low-income populations that may experience a disproportionately high and adverse environmental effect under each environmental resource category. For reportable impacts, an average number of persons per census tract (or other unit) will be calculated and disclosed.

5.10.3 Children's Environmental Health and Safety Risks

Impacts of the Proposed Project and the No-Action Alternative will be assessed qualitatively with regard to any increased risk related to children's environmental health and safety. Detailed analysis and the preparation of health effects studies are not included in this scope of work.

5.11 Visual Effects

The potential for visual impacts arising from the intrusion of aircraft light emissions into nearby light-sensitive areas will be assessed. If substantial impacts are expected to occur, conceptual mitigation measures will be discussed.

5.12 Water Resources

The effects of the Proposed Project and the No-Action Alternative on stormwater, wetlands, floodplains, groundwater, drinking water supplies, and wastewater during the operation of the Proposed Project will be evaluated in this task.

5.13.1 Wetlands

Potential impacts to jurisdictional and non-jurisdictional wetlands (if any) will be discussed and documented. ESA will assess the potential significance of the impacts using the criteria outlined in FAA guidance documents.

5.13.2 Surface Waters and Ground Water

Applicable state or local water quality regulations and the Airport's current storm water management plan will be discussed. In particular, the potential to exceed or not exceed applicable water quality standards for surface waters and groundwater will be evaluated. Potential water quality impacts associated with the operation of the Proposed Project will be assessed and potential mitigation measures will be discussed.

5.13.3 Water Supply

ESA will identify potential increases in water demand and wastewater treatment at BIH if the Proposed Project is implemented.

5.14 Cumulative Impacts / Other Considerations

The cumulative impacts of recent and reasonably foreseeable future improvements at BIH, when considered in conjunction with other major existing or planned projects within the general study area, will be qualitatively discussed in this task. This discussion will be limited to those major development actions that could potentially have a social/ environmental effect on lands within the general study area. A qualitative discussion of the potential consequences of cumulative actions will be provided in narrative and comparative table formats. The County will be responsible for providing information on past, present, and reasonably foreseeable actions.

TASK 6: DRAFT EA

ESA will be responsible for preparing, printing, and distributing the Preliminary Draft EA and Draft EA documents.

6.1 Preliminary Draft EA

ESA will prepare a Preliminary Draft EA (PDEA) for County and FAA review. This task includes technical writing, document editing and formatting, word processing, graphics preparation, and internal quality assurance reviews. ESA will prepare two electronic copies (Microsoft Word and PDF format with incorporated figures) of the PDEA Version 1 for the County's initial review and comment. ESA will address the County's initial review comments and prepare PDEA Version 2 for FAA review. Two electronic copy copies of PDEA Version 2 (Microsoft Word and PDF format with incorporated figures will be produced and distributed. Distribution will be made electronically via ESA's Deliverit file sharing website. Delivery of PDF copies on USB flash drive is optional. ESA anticipates hosting and participating in one web-based meeting with the County and FAA to discuss comments on PDEA Version 2.

6.2 Draft EA

County and FAA comments on the PDEA will be incorporated into a Draft EA document. The Draft EA will be submitted to the County and the FAA for review of edits and revisions made to the PDEA. One PDF copy produced.

Upon receiving County and FAA approval to make the Draft EA available to the public and agencies for review, ESA will print up to eight copies of the Draft EA document for the County, FAA, and distribution at a local public library. ESA will also produce an electronic copy of the Draft EA in PDF format for posting on the County's website and up to 12 CD-ROMs or USB Flash drives containing the Draft EA for distribution to select federal, state, and local agencies.

6.3 Agency / Public Coordination of Draft EA

ESA will prepare a Notice of Availability and Public Hearing Notice for FAA review and approval. ESA will place the Notice in the legal section of one local newspaper for one day. The County will be responsible for placing the Notice (and Draft EA) and on the County's website. ESA will prepare a Draft EA distribution letter and send a copy of the Draft EA document to the local library for public review and to the selected agencies. ESA anticipates that the EA will be produced only in English.

This scope of work anticipates that one Public Information Workshop and/or a formal Public Hearing will be required for the Proposed Project's NEPA approval. The Public Information Workshop and/or formal Public Hearing will be held in Bishop; however, a second Public Information Workshop can be held in Mammoth as an optional task. ESA will coordinate, prepare for, and participate in one combined Public Information Workshop/Public Hearing. Up to four members of ESA will attend the Public Information Workshop/Public Hearing. Meeting materials, including handouts, comment forms, and up to twenty-five (25) boards will be prepared for the Workshop/Hearing. Additionally, a court reporter will be present for the entire duration of the Workshop/Hearing. ESA can add preparation and participation in additional hearings as needed in a supplemental cost estimate. ESA assumes the County would arrange for and cover the costs of the space where the Workshop/Hearing will be held.

6.4 Draft EA Comment Analysis and Response

ESA will compile comments received during the agency and public review process. The comments and responses will be organized into a format to be included within an appendix to the Final EA. ESA will prepare draft responses to all summarized comments. At this time, it is difficult to estimate the potential number and complexity of agency and public comments that will be received on the Draft EA. However, for the purpose of developing a fee estimate, ESA has assumed that up to 20 short (up to two pages) comment letters will be received. If lengthy comment letters from attorneys, agencies, and/or more than 20 comment letters are received, ESA will request additional compensation to prepare the response to comments. ESA will prepare the additional response to comments upon written direction from the County and receipt of a fully executed contract amendment.

TASK 7: FINAL EA REPORT PREPARATION

7.1 Preliminary Final EA

ESA will prepare the Preliminary Final EA (PFEA) for County and FAA review. The PFEA will contain necessary revisions based on comments received and document the public and agency review process. Two electronic copies of the PFEA will be produced (Microsoft Word and PDF format with incorporated figures). Distribution to the County and FAA for review and comment will be made electronically via ESA's Deliverit file sharing website.

7.2 Final EA

County and FAA comments on the PFEA will be incorporated into the Final EA document. Up to eight copies of the Final EA will be printed for County, FAA, and ESA records. ESA will also provide up to ten (10) CD-ROMs or USB flash drives containing a PDF copy of the Final EA.

CEQA DOCUMENTATION

TASK 8: CEQA Documentation

8.1 Review of Environmental Resource Categories

ESA will review all of the environmental resource categories listed in Appendix G of the CEQA Guidelines and describe the potential effects, if any, of the Proposed Project on those resources. Technical reports and analyses prepared under Task 4, and 5 of this scope of work will be used to inform this analysis.

8.2 Administrative Draft Initial Study

ESA will prepare an Administrative Draft Initial Study for the Proposed Project. ESA will submit one (1) electronic copy (Microsoft Word and PDF format with incorporated figures) of the Administrative Draft Initial Study to the County for review and comment. Delivery will be made electronically via ESA's Deliverit file sharing website. o Up to two (2) ESA staff members will participate in a two (2) hour meeting with County staff to discuss the Initial Study findings and to identify the appropriate CEQA documentation (e.g., Negative Declaration [ND], Mitigated Negative Declaration [MND], or

categorical exemption [CatEx]). For purposes of this scope of work, it is anticipated that either a Negative Declaration or Mitigated Negative Declaration will the appropriate CEQA document for this project.

8.3 Public Draft Initial Study

ESA will incorporate requested revisions into the Administrative Draft Initial Study upon receipt of one consolidated set of comments from the County. ESA will assume receipt of a consolidated set of comments from the County within a reasonable period of time to be agreed upon when developing the project schedule. ESA will prepare one (1) electronic copy and five (5) hard copies of the Public Draft Initial Study.

8.4 Administrative Draft CEQA Document

ESA will prepare an Administrative Draft CEQA Document that meets or surpasses the requirements of CEQA Guidelines Section 15063. ESA will provide a thorough discussion of the environmental setting in which the Airport is located, and a more detailed discussion of the specific land uses within the general study area.

ESA will submit one (1) electronic screen check version of the CEQA Document for review by the County. Once the County has completed their review of the screen check version of the Administrative Draft CEQA Document, ESA will incorporate any requested revisions and submit one (1) electronic version of the final document.

8.5 Public Draft CEQA Document

ESA will prepare a Public Draft CEQA Document and provide the County with one (1) electronic copy of the Public Draft CEQA document to the County for public distribution. ESA will be responsible for delivering fifteen (15) electronic copies on CD/ROM or USB flash drive of the Public Draft IS/ND or IS/MND, fifteen (15) summary forms, and a completed Notice of Completion (NOC) to the State Clearinghouse.

As part of this submittal, ESA will prepare a draft letter to the California Department of Fish and Wildlife (CDFW) regarding the CDFW CEQA filing fee for review and approval by the County. The County will be responsible for submitting the letter to CDFW prior to adoption of the ND or MND so the appropriate CDFW filing fee can be submitted with the Notice of Determination that will be filed with the Inyo County Clerk.

8.6 Response to Comments

ESA will create a matrix of comments received from agencies and the public on the Draft IS/ND or IS/MND along with corresponding responses. ESA will prepare one (1) electronic consolidated copy of written responses to agency and public comments on the CEQA document.

8.7 Final CEQA Document and Approval Documents

Following a 30-day public review period for the Public Draft CEQA Document, ESA will revise the body of the IS/ND to address any substantive comments received or make necessary corrections. This task assumes that no new analysis will be required to prepare the final CEQA Document. ESA will submit one (1) electronic copy of the final draft CEQA Document to the County for review and comment. Comments received from the County shall be incorporated into the final CEQA Document, which will then be prepared for final distribution to the County for approval and adoption. The ESA Team will submit nine (9) hard copies of the Final CEQA document and one (1) electronic ADA compliant PDF copy of the Final CEQA document.

TASK 9: PROJECT MANAGEMENT - NEPA

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the NEPA portion of the project. It includes the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and FAA and regular status update calls, project

management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.

In addition to meetings and work described above, we have included budget for the ESA Project Manager and up to one additional staff member to attend two project-related business meetings/briefings in Inyo County during the course of the EA study.

TASK 10: PROJECT MANAGEMENT - CEQA

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the CEQA portion of the project. It includes the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and regular status update calls, project management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.

Schedule

ESA understands the schedule, and NEPA approval in particular, is critical to the project. Accordingly, ESA will undertake its best effort and apply the appropriate resources to move the NEPA process forward as quickly as possible. ESA cannot be responsible for schedule delays caused by the County or the FAA or that result from revelations during the technical analyses that increase the level of technical analysis required, mitigation required, or public outreach process as required by the FAA.

Budget

ESA estimates that the cost to undertake the proposed scope of work described herein and shown in the detailed cost estimate, attached. To the extent that additional tasks are required, directed, and authorized by the County, ESA will prepare an amended cost estimate for County approval prior to conducting any work outside this scope of work.

If you have any questions about our proposal or approach, please feel free to contact Autumn Ward at (813) 207-7212 or at AWard@esassoc.com.

Sincerely,

Autumn Ward, CM, ENV SP
Project Manager

Steven R. Alverson
Project Director

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

SCHEDULE OF FEES:

The compensation for the scope of work described in Attachment A-1shall be at the rates shown in schedule of fees titled *ESA Cost Breakdown*, dated 12/27/2019.

The cost for this amendment increases the not to exceed amount by $402,672, to $410, 614.

This amendment shall also allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes at ESA. The Director of Public Works may only approve changes to the *Schedule of Fees* that are not associated with an increase to the contract Not-to-Exceed amount.

ESA Cost Breakdown

Date 12/27/2019

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Fully Burdened Rate	Total
Senior Director III	Michael Arnold	$86.54-$131.25	28	$ 93.75	$ 308.51	$ 8,638.31
Senior Director III	Steven Alverson	$86.54-$131.25	149	$ 96.15	$ 316.42	$ 47,146.69
Managing Associate II	Autumn Ward	$43.27-$51.44	256	$ 53.65	$ 176.56	$ 45,200.23
Managing Associate II	Steven Smith	$43.27-$51.44	302	$ 50.00	$ 164.54	$ 49,690.64
Managing Associate III	Chris Jones	$51.73-$65.00	497	$ 66.83	$ 219.91	$ 109,296.71
Director III	Heidi Rous	$64.42-$96.15	28	$ 91.39	$ 300.76	$ 8,421.23
Managing Associate II	Joza Burnam	$43.27-$51.44	132	$ 47.12	$ 155.05	$ 20,466.11
Managing Associate II	Susumu Shirayama	$43.27-$51.44	116	$ 52.10	$ 171.44	$ 19,886.69
Senior Associate II	Sean Burlingame	$35.00-$41.33	92	$ 41.49	$ 136.54	$ 12,561.25
Managing Associate III	Chris Sequeira	$51.73-$65.00	104	$ 58.89	$ 193.81	$ 20,156.04
Senior Associate II	Johanna Kahn	$35.00-$41.33	28	$ 36.42	$ 119.84	$ 3,355.64
Associate II	Joseph Sanders	$25.96-$31.49	32	$ 27.64	$ 90.97	$ 2,911.09
Associate III	Eryn Pimentel	$31.74-$35.67	64	$ 39.04	$ 128.47	$ 8,221.88
Project Technician III	James Songco	$36.54-$44.23	40	$ 40.14	$ 132.11	$ 5,284.24
Project Technician II	Kristine Olsen	$24.96-$36.59	130	$ 36.54	$ 120.26	$ 15,633.52
Associate I	Phoebe Weiman	$20.00-$25.74	140	$ 24.04	$ 79.11	$ 11,074.73
			2,138	Total		**$387,945**

FRINGE BENEFITS

Rate
49.87%

INDIRECT COSTS

Rate
Overhead and G&A 143.95%

Rate
FEE 12%

EXPENSES **$14,727**

TOTAL COST **$402,672**

AMENDMENT NO.2
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated November 11, 2018, on County of Inyo Standard Contract No. 161, for the term from November 11, 2018 to November 11, 2023.

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

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows: "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed four hundred and forty thousand, three hundred and sixty two ($440,362). (hereinafter referred to as "contract limit").

2. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required for the Bishop Airport Environmental Assessment and Initial Study, as described Attachment A-2 to the contract.

3. Consultant's fee for the scope of work described in Attachment A-2 to the contract shall be as described in Attachment B-2 to the contract.

4. Consultant's fee for travel and per diem payments shall be as described in Attachment C-2 to the contract.

The effective date of this amendment to the Agreement is 4/7/2020.

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

AMENDMENT NO. 2
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

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

COUNTY OF INYO

By: _____

Dated: 4/17/20

CONSULTANT

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Grace Chuchla

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

The scope of work described in the original contract, dated November 11, 2018, is revised to include the additional tasks required to complete the Environmental Assessment, pursuant to the National Environmental Policy Act, and the Initial Study, pursuant to the California Environmental Quality Act. The scope of services under this amendment will include the following additions to the scope contained in Attachment A-1:

Project Understanding and NEPA and CEQA Context

The County plans to initiate commercial airline service Bishop Airport (referred to hereafter as BIH or the Airport). Based on our recent meetings and discussions with County and Federal Aviation Administration (FAA) staff, the Proposed Project comprises the following elements:

ADD:

- Runway Safety Area (RSA) improvements to Runway 12/30, including brush removal, grading, and fill, to be conducted in two phases.
- Implementation of declared distances on Runway 12.

Scope of Work

TASK 1: MOBILIZATION AND EARLY COORDINATION

1.1 Finalize Project Description

ADD:

A revised APE will be developed to reflect the addition of the RSA improvements to the project.

1.2 Early Agency Coordination

No Change

NEPA ENVIRONMENTAL ASSESSMENT TASK 2: SCOPING

2.1 Scoping

No Change

TASK 3: EA INTRODUCTION, PURPOSE AND NEED STATEMENT, AND ALTERNATIVES

3.1 EA Introduction

No Change

3.2 Purpose and Need Statement

No Change

3.3 Alternatives Identification and Evaluation

No Change

TASK 4: AFFECTED ENVIRONMENT

No Change

TASK 5: ENVIRONMENTAL CONSEQUENCES

5.1 Air Quality

5.1.1 Operational and Construction Emissions

ADD: Emissions associated with the RSA improvements will also be estimated and tabulated for use in the EA.

TASK 6: DRAFT EA

No Change

TASK 7: FINAL EA REPORT PREPARATION

No Change

CEQA DOCUMENTATION

TASK 8: CEQA Documentation

No Change

TASK 10: PROJECT MANAGEMENT - CEQA

No Change

ADD:

TASK 11: PREPARE TECHNICAL STUDIES

Based on the addition of ground disturbing activities as part of the Proposed Project and a resulting expansion of the general study area, we have included preparation of biological and cultural resource studies in this scope of work. The studies will support the EA analyses of proposed project effects to biological resources and cultural resources, as well as the FAA's consultation with resource agencies for the Proposed Project. In addition, unless otherwise noted in this scope of work, the technical analyses conducted for the EA will be documented in the EA chapters and not as stand-alone technical reports.

11.1 Biological Resources Technical Report

ESA will conduct a reconnaissance-level baseline biological survey of the general study area. Previously, ESA queried the California Department of Fish and Wildlife's Natural Diversity Data Base (CNDDB), the U.S. Fish and Wildlife Service's (USFWS) List of Potentially Occurring Threatened and Endangered Species, the California Native Plant Society's Inventory of Rare and Endangered Plants, USFWS Critical Habitat Mapper, and the USFWS National Wetlands Inventory, as well as other online databases and sources were queried to determine potentially occurring special-status species, critical habitat, wetland habitats, and other sensitive habitats and biological resources. Under this effort and prior to conducting the field survey, ESA will also query the USFWS Information, Planning, and Conservation System (IPaC) website to determine the presence of any federally listed species, candidate species, or critical habitat might be present within the general study area.

ESA will conduct a general reconnaissance survey of the general study area to identify the presence of vegetation communities and wildlife habitats and evaluate the site's potential to support habitat for special-status plant and animal species and other sensitive biological resources. ESA will use a geo-referenced aerial photograph of the general study area to map habitats. In addition to data collected during the field survey, existing vegetation/habitat data will be used to supplement aerial interpretation of habitats. ESA will analyze the potential for special-status species and sensitive habitats to occur within the general study area. If the analysis identifies the potential for occurrence, applicable constraints for these sensitive species or habitats will be summarized as part of the report. Vegetation communities and wildlife habitats will be mapped and described using the California Department of

Fish and Wildlife's "Wildlife Habitat Relationships" (WHR) system. Wetlands and waters of the United States on the project site will be mapped and described using the USFWS's Cowardin classification system. Our scope does not include protocol-level special-status species surveys. If protocol-level special- status species surveys are determined necessary based on the results of the general reconnaissance survey, these studies can be conducted under a separate scope of work upon written direction from the County and receipt of a fully executed contract amendment.

ESA will prepare a biological resources technical report based on the background research and habitat mapping. The report will include the following:

- A description of the existing environment of the project site and surrounding area. This will include vegetation communities and wildlife habitats on the site as well as potentially occurring special-status species. Any sensitive natural communities, wetlands, and/or waters of the U.S. will also be described.
- A summary of data sources, background research, and study methods.
- A summary and evaluation of federal, state, and local policies and regulations as they pertain to biological resources in the area.
- A discussion of potential permitting requirements based on the biological resources in the general study area.
- Figures, including a site vicinity and map, delineation of vegetation communities, and locations (if any) of sensitive biological resources.

Following the completion of the report, an electronic draft copy of the document and maps will be submitted to the County for review and comment. Once we have received comments, a final electronic copy will be produced and submitted. The biological constraints report will be used as the basis for preparing the Biological Resources section of the EA.

11.1.1 Biological Assessment (Optional Task)

If the baseline biological resources study determines that the proposed project has the potential to impact species that are listed or are candidates for listing under the federal Endangered Species Act, a Biological Assessment (BA) will be prepared for use in conducting Section 7 consultation with USFWS under Section 7(c) of the Federal Endangered Species Act (16 U.S.C 1536(c) and 50 CFR 402.12). The BA will address federally listed species that may occur on the site and assess the potential for project impacts. The BA will be submitted to USFWS for Section 7 consultation if required. The BA will describe the potential direct, indirect, and cumulative effects of the proposed action. A Draft BA will be transmitted to Inyo County for review and comment. A Final BA will then be prepared, which will address Inyo County's comments on the Draft BA. If this additional task will be required, ESA will prepare a separate scope of work and cost estimate. This optional task shall be initiated upon written direction from the County and receipt of a fully executed contract amendment.

11.2 Cultural Resources Technical Report

In order to determine whether the project would cause an adverse effect on Historic Properties as defined under Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800, ESA will complete a study that includes an analysis of architectural resources (built environment), archaeological resources, and traditional cultural properties. ESA will conduct a records search at the Eastern Information Center of the California Historical Resources Information System at University of California Riverside to identify previously recorded cultural resources and studies in the project's Area of Potential Effects (APE) and within a ½ mile radius, which would be anticipated encompass a potential indirect APE generated by the Proposed Project's aircraft noise contours, road segments or intersections affected by project- related traffic, or other indirect environmental effects of the proposed project.

ESA will complete an intensive surface survey of the direct APE to identify archaeological resources and to report on existing site conditions. ESA assumes that the direct APE can be surveyed by two archaeologists in a two-day field effort and that up to two archaeological resources will be identified. Identified archaeological resources will be recorded on Parks and Recreation (DPR) 523 forms. Due to the nature and extent of potentially identified archaeological resources, this scope of work and budget does not include formal evaluation of archaeological resources. If archaeological resources are encountered within the project site and require evaluation pursuant to Section 106, ESA will notify the County to discuss the additional effort required. Should additional effort be required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

Based on our previous experience in the County, ESA assumes that one or more Native American tribes may request to attend the field survey and review all documents related to the cultural resources investigation. ESA understands that the FAA will be responsible for consultation with Native American tribes and will facilitate access to the survey upon request from the Native American tribe(s).

ESA will prepare a technical report that identifies architectural resources (built environment), archaeological resources, and traditional cultural properties (as identified through Native American consultation) and meets the requirements of Section

106. In addition to Native American consultation, ESA understands that the FAA will conduct Section 106 consultation with the State Historic Preservation Officer (SHPO) and, if applicable, Tribal Historic Preservation Officer(s) (THPOs). We assume the FAA will provide documentation of consultation efforts for ESA to summarize in the technical report. Additional assistance with Native American consultation (e.g., tribal consultation under AB 52) can be provided under a separate scope and budget if needed. The technical report will provide the results of the evaluation of the airport and recommendations for additional work regarding archaeological resources, which could include site evaluation, monitoring during project implementation, and/or actions to follow in the event of an inadvertent discovery of cultural materials or human remains.

ADD:

TASK 12: Project Update Public Information Meeting

Task 12.1 Project Update Public Information Meeting

ESA understands that the County will conduct and manage a project update public information meeting. ESA anticipates that this task will be completed with one public meeting in the city of Bishop. ESA will offer support to the County in this task in the form of technical support and preparation of presentations, handouts, and other workshop materials. Attendance of one (1) ESA staff member at one public meeting is included.

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

SCHEDULE OF FEES:

The compensation for the scope of work described in Attachment A-2 shall be at the rates shown in schedule of fees titled *ESA Cost Breakdown*, dated 3/12/2020.

The cost for this amendment increases the not to exceed amount by $29,748, to $440,362.

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

SCHEDULE OF TRAVEL AND PER DIEM:

The compensation for travel expenses incurred under Amendment 1 and Amendment 2 shall be at the following rates:

GSA Per Diem Rates for Mammoth Lakes, Mono County

Lodging	$ 135.00
Meals & Incidentals (M&IE) Breakdown	
M&IE Total	$ 76.00
Continental Breakfast/Breakfast	$ 18.00
Lunch	$ 19.00
Dinner	$ 34.00
Incidental Expenses	$ 5.00
First & Last Day of Travel	$ 57.00
2020 Mileage Rate	$ 0.575

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 14th day of January 2020 an order was duly made and entered as follows:

PW – ESA Contract Amendment 1

Moved by Supervisor Pucci and seconded by Supervisor Griffiths to approve Amendment No. 1 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, for the Environmental Assessment and Initial Study of the Bishop Airport Part 139 Operating Certificate and the Amendment of United Airlines Operations Specifications, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 14th
Day of JANUARY, 2020

CLINT G. QUILTER
Clerk of the Board of Supervisors

By: _____

Routing
CC Purchasing Personnel Auditor CAO: Other: Public Works DATE: January 23, 2020

#11

County of Inyo

Public Works

CONSENT - ACTION REQUIRED

MEETING: January 14, 2020

FROM:

SUBJECT: Amendment 1 to the agreement between Inyo County and ESA for the Bishop Airport Environmental Assessment

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RECOMMENDED ACTION:
Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, for the Environmental Assessment and Initial Study of the Bishop Airport Part 139 Operating Certificate and the Amendment of United Airlines Operations Specifications, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:
On November 15, 2018, your Board approved the contract with Environmental Science Associates (ESA) for on-call Airport Environmental Services at the Inyo County Airports. The initial scope of work for the contract was to provide scoping services for the Environmental Assessment (EA) for the proposed airline service at the Bishop Airport. Amendment 1 to the contract will add the completion of the EA, pursuant to the National Environmental Policy Act (NEPA), and the Initial Study, pursuant to the California Environmental Quality Act (CEQA).

BACKGROUND/HISTORY OF BOARD ACTIONS:
November 15, 2018 Board approved contract with ESA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose not to approve the contract amendment; this is not recommended, as it is necessary to complete these environmental documents in a timely manner.

OTHER AGENCY INVOLVEMENT:
FAA

FINANCING:
The cost associated with this amendment is $402,672, which will be paid from Budget Unit 010201 (CAO-ACO), Object Code 5100 (Services & Supplies), and may be partially reimbursable at a future date by a grant from the FAA. The approved budget for Fiscal Year 19/20 included $250,000 in this budget and object code, other expenses associated with this contract will be incurred in Fiscal Year 20/21.

ATTACHMENTS:

1. ESA Contract Amendment 1
2. ESA Contract

APPROVALS:

Ashley Helms	Created/Initiated - 12/19/2019
Darcy Ellis	Approved - 12/19/2019
Ashley Helms	Approved - 1/7/2020
Michael Errante	Approved - 1/7/2020
Marshall Rudolph	Approved - 1/7/2020
Denelle Carrington	Approved - 1/8/2020
Amy Shepherd	Approved - 1/8/2020
Michael Errante	Approved - 1/8/2020
Clint Quilter	Final Approval - 1/8/2020

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated November 11, 2018, on County of Inyo Standard Contract No. 161, for the term from November 11, 2018 to November 11, 2023.

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

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

   "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed four hundred and ten thousand, six hundred and fourteen ($410,614). (hereinafter referred to as "contract limit").

2. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required for the Bishop Airport Environmental Assessment and Initial Study, as described Attachment A-1 to the contract.

3. Consultant's fee for the scope of work described in Attachment A-1 to the contract shall be as described in Attachment B-1 to the contract.

The effective date of this amendment to the Agreement is 1/14/2020.

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

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 14th DAY OF January, 2020.

COUNTY OF INYO

By: _____

Dated: 1/14/20

CONSULTANT

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Grace Chuchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

CONSULTANT

By: Michael R. Arnold, Senior Vice President
Environmental Science Associates

Dated: January 13, 2020

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

The scope of work described in the original contract, dated November 11, 2018, is revised to include the additional tasks required to complete the Environmental Assessment, pursuant to the National Environmental Policy Act, and the Initial Study, pursuant to the California Environmental Quality Act. The scope of services will be in general accordance with the Consultant's proposal titled *Proposal to Conduct National Environmental Policy Act and California Environmental Quality Act Reviews for Proposed Airline Service at Bishop Airport*, dated December 26, 2019, included herein.

ESA

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

December 26, 2019

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Proposal to Conduct National Environmental Policy Act and California Environmental Quality Act Reviews for Proposed Airline Service at Bishop Airport

Dear Ms. Helms:

Thank you for contacting ESA to submit a proposal to conduct National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) reviews of proposed airline service at Bishop Airport (Proposed Project). Our efforts to deliver the services described in this proposed scope of work will be led by Autumn Ward as Project Manager. In this capacity, Autumn will provide day-to-day contact with Inyo County Public Works staff (County), oversee the contract, ensure the accuracy and quality of all technical documentation, and verify that the County's needs are met. Autumn will be supported by Project Director Steven Alverson, Deputy Project Manager Chris Jones, and ESA technical staff, including highly experienced environmental technical specialists. Our scope of work is provided below, and our detailed cost estimate is attached.

Project Understanding and NEPA and CEQA Context

The County plans to initiate commercial airline service Bishop Airport (referred to hereafter as BIH or the Airport). Based on our recent meetings and discussions with County and Federal Aviation Administration (FAA) staff, the Proposed Project comprises the following elements:

- Amendments to the Operations Specifications for:
    - United Airlines (United Express), assumed to be the CRJ700, to allow scheduled commercial air service to BIH; and
- Issuance of a Part 139 Airport Operating Certificate to a Class I operating certificate pursuant to 14 Code of Federal Regulations (CFR) Part 139.

Approval and implementation of the Proposed Project requires one or more actions by the FAA. These "federal actions" require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*, and FAA Order 8900.1, Change 489, *Flight Standards Information Management System*. The NEPA environmental analysis and documentation for the Proposed Project will be accomplished in the form of an Environmental Assessment (EA).

The Proposed Project is also subject to discretionary review and approval by Inyo County. Accordingly, on the State level, the Proposed Project will require environmental review and documentation under CEQA. To satisfy CEQA requirements, it is assumed that an Initial Study and Negative Declaration or Mitigated Negative Declaration (IS/ND or IS/MND) will be prepared.

This scope of work sets forth the work efforts required by ESA to prepare the EA and CEQA documentation.

Scope of Work

TASK 1: MOBILIZATION AND EARLY COORDINATION

This task consists of work efforts required to initiate and mobilize the project and to conduct early coordination with key federal, state, and local agencies.

1.1 Finalize Project Description

With input from the County, the County's consulting engineer, and the FAA, ESA will finalize the description of the Proposed Project to establish the actions for which environmental impacts will be assessed in the EA. This description will include a detailed description of the Proposed Project and No-Action Alternative. The project description will include relevant information from the aircraft activity forecast under review by the FAA and the transportation plan being prepared by the County and Mammoth Lakes Tourism.

Preparation of the project description will also include delineation of a general study area for the Proposed Project. Specialized study areas will also be developed based on special purpose laws and other regulatory requirements. These specialized study areas will include an Area of Potential Effects (APE) to support the Proposed Project's compliance with Section 106 of the National Historic Preservation Act (NHPA) and an impact area for Biological Resources for the Proposed Project's compliance with the federal Endangered Species Act.

1.2 Early Agency Coordination

In coordination with the County and the FAA, ESA will refine the description of the Proposed Project and participate in a teleconference with the County and FAA staff to confirm the scope of the NEPA document and identify any potential cooperating agencies and/or agencies that should be consulted during the EA process. Based on our previous experience in the County, ESA anticipates that one or more Native American tribes may have interest in the project and will wish to consult with the FAA pursuant to Section 106 regarding potential project effects to properties of religious and/or cultural significance.

NEPA ENVIRONMENTAL ASSESSMENT

TASK 2: SCOPING

2.1 Scoping

ESA will support the County in the scoping process for the EA. ESA will assist the County in drafting scoping letters to be delivered by the County to the relevant public agencies. It is understood that the County will conduct and manage the scoping meeting; however, ESA will offer support to the County in this task in the form of technical support and preparation of presentations, handouts, and other workshop materials. Attendance of one (1) ESA staff member at two scoping meetings is included.

TASK 3: EA INTRODUCTION, PURPOSE AND NEED STATEMENT, AND ALTERNATIVES

3.1 EA Introduction

ESA will prepare a concise introductory section that incorporates the description of the Proposed Project, a brief overview of BIH, a summary of current activity at BIH, and an overview of the EA process. The introduction along with the Purpose and Need Statement will be incorporated into the first chapter of the EA.

3.2 Purpose and Need Statement

The purpose of and need for the Proposed Project will be concisely described in this task. The FAA's statutory purpose and need will be included and federal actions required by the FAA will be identified. The Purpose and Need Statement will also include the description of the Proposed Project developed under Task 1.1 above.

3.3 Alternatives Identification and Evaluation

For the purposes of this scope of work, alternatives that will be evaluated in the EA will include the Proposed Project and the No-Action Alternative. Each alternative retained will be concisely compared in narrative, tabular, and graphic form. The evaluation and screening process will state the reasons for either eliminating an alternative or retaining an alternative for further evaluation in the EA. If other alternatives that meet both the purpose and need for the project are retained, the evaluation of these additional alternatives, ESA would evaluate the alternatives as an additional service. Should the evaluation of additional alternatives be required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

TASK 4: AFFECTED ENVIRONMENT

This task involves data collection and field investigations necessary to identify and concisely describe existing physical and environmental conditions from which environmental impacts of the project will be compared.

Resources Not Affected

ESA will identify those environmental resources that would not be affected by the Proposed Project and would not be subject to detailed examination of existing conditions and impacts. Although subject to change, the resources listed below are not expected to be affected by the Proposed Project or the No-Action Alternative at this time. A brief statement explaining why each resource category was excluded from review will be provided.

- Coastal Resources
- Farmlands
- Historical, Architectural, Archaeological, and Cultural Resources (limited to the Archaeological Resources subcategory)
- Water Resources (limited to the Wild and Scenic Rivers subcategories)

4.1 General Study Area and Base Maps

In coordination with the County and the FAA, ESA will develop a general study area boundary and base mapping for the description of the affected environment and the detailed analysis of environmental impacts associated with the Proposed Project and the No-Action Alternative.

To prepare EA base maps, ESA anticipates it will have access to Airport Layout Plan/Proposed Project CAD and GIS files. ESA also assumes that suitable aerial imagery, current land use data, and mapping information (GIS data) contained in the technical studies necessary to describe and depict the affected environment would be available from the County, its other subconsultants, and/or public agencies at no cost. Aircraft procedure plates will also be used to help delineate the general study area.

4.2 Description of the Affected Environment

To describe existing conditions, ESA will document and describe the resources and conditions listed below. This task will require research, coordination with agencies, and data acquisition.

Each resource category listed in FAA Order 1050.1F will be reviewed and considered. Those resource categories that are determined not to be present or would have no impact, would be briefly discussed at the beginning of this section of the

EA. No further analysis of these resources would be made in the EA. At this time, it is anticipated that the following resource categories would not be present and/or not be applicable: Coastal Resources, Farmlands, and Water Resources (Wild and Scenic Rivers subcategory).

4.2.1 Air Quality

4.2.1.1 Data Collection and Attainment Status

This task will involve collecting data necessary to identify and describe existing air quality conditions. This will include a brief discussion of applicable air quality standards; the area's National Ambient Air Quality Standards (NAAQS) attainment status; and any relevant information provided by air quality regulators (e.g., the Great Basin Unified Air Pollution Control District). This task will involve collecting data necessary to identify and describe baseline air quality conditions, including a summary of reasonably available air monitoring data representative of conditions at BIH. Any monitoring data collected will be included in an appendix to the EA.

It is understood that BIH is not located in any areas classified as being in nonattainment for the NAAQS. It is understood that Inyo County is in nonattainment of the California Ambient Air Quality Standards (CAAQS) for ozone (O3) and PM10. However, the federal action is not subject to a General Conformity analysis and potential conformity determination for ozone precursors Volatile Organic Compounds (VOCs) and oxides of nitrogen (NOx), particulate matter, and carbon monoxide is not required.

4.2.1.2 Emissions Inventory

Based on project information provided by the County, an existing conditions air emissions inventory for BIH will be prepared using the current FAA-approved version of the Aviation Environmental Design Tool (AEDT [AEDT 3b at the time of preparation of this scope of work]) for aircraft and ground support equipment (GSE) operations, and CalEEMod or other FAA-approved calculation methods for stationary and mobile emissions sources. Consistent with FAA guidance, ESA will estimate annual emissions for criteria air pollutants from aircraft operations and stationary sources routinely associated with the activities associated with the proposed aircraft operations.

4.2.2 Biological Resources

Habitat, wildlife, and federal and state listed species in the general study area will be concisely described based on the previously completed biological field survey and additional analysis to determine whether other federally-listed threatened or endangered species occur within the GSA, under this task.

4.2.3 Climate

In conjunction with Task 4.2.1, *Air Quality*, ESA will estimate greenhouse gas (GHG) emissions for the existing conditions study year. ESA will also summarize applicable state and/or local plans and objectives related to climate change and GHGs.

4.2.4 Department of Transportation (DOT) Act: Section 4(f) Resources

Section 4(f) refers to the original section within the U.S. Department of Transportation Act of 1966 which provided for consideration of park and recreation lands, wildlife and waterfowl refuges, and historic sites during transportation project development. ESA will identify Section 4(f) resources (if any) in the general study area that are subject to the protective provisions of the DOT Act (as amended). ESA will briefly describe each resource and provide a table with existing aircraft noise levels at each resource located within the Community Noise Equivalent Level (CNEL) 65 contour. The analysis will take into account existing flights to and from Mammoth Yosemite Airport (MMH).

4.2.5 Hazardous Materials, Solid Waste, and Pollution Prevention

ESA will review online databases to identify known areas of contamination or areas having environmental concerns on or adjacent to the Airport. This may include, but not necessarily be limited to, reasonably available environmental site assessments conducted previously at BIH; information related to any known surface water, groundwater, or soil contamination at BIH; and information related to remediation programs at BIH. For this task, ESA will not conduct any media sampling or analysis, interviews, or other specialized studies. ESA will summarize information gathered and depict the reported location of known environmental conditions on-Airport. ESA will also document the location of landfills and waste handling facilities in the vicinity of BIH. This scope of work does not include ESA conducting waste audits or other specialized waste studies.

4.2.6 Historical, Architectural, and Cultural Resources

ESA will delineate and describe the APE, identify and discuss the location of previously recorded resources on and in the vicinity of BIH through a records search at the Eastern Information Center of the California Historical Resources Information System at University of California Riverside, and identify each resource listed or eligible for listing in the National Register of Historic Places (NRHP). ESA will assist the FAA in coordinating Section 106 consultation with the State Historic Preservation Officer (SHPO), Native American communities, and, if applicable, Tribal Historic Preservation Officer(s) (THPOs).

4.2.7 Land Use

ESA will summarize the relevant portions of planning documents applicable to BIH and the Proposed Project, including the Inyo County General Plan and Zoning Ordinance.

4.2.8 Natural Resources and Energy Supply

ESA will identify the suppliers of energy resources in the area (e.g., electric, water, sewer, fuel), briefly note if there are any known shortages of common building materials in the area, or if there are unique resources located in the general study area.

4.2.9 Noise and Noise-Compatible Land Use

4.2.9.1 Noise Contour Development

Using the latest version of AEDT, ESA will prepare noise contours for the existing conditions study year. ESA will use AEDT model inputs and settings to reflect the aircraft operational information and the noise modeling assumptions will be documented in an aircraft noise technical report that will be included as an appendix to the EA.

This task includes the generation of existing condition contours at CNEL 65, 70, and 75 dB. The contours will be overlaid on a land use map that also depicts the location of noise-sensitive sites, Section 4(f) resources, and National Register properties (if any) within the general study area.

4.2.9.2 Noise Exposure Estimates

ESA will calculate the types and amount of land uses within the existing condition CNEL 65 and higher contours. The number of housing units and population within the existing condition CNEL 65 and higher contours will also be estimated using information obtained from local governments and the U.S. Census Bureau. A grid point analysis will be prepared to identify existing condition aircraft CNEL values at noise sensitive sites, Section 4(f) resources, and National Register properties (if any) located within the general study area.

4.2.10 Socioeconomics, Environmental Justice, and Children's Environmental Health and Safety Risks

ESA will describe relevant social, economic, and demographic characteristics in the general study area and the County. Using U.S. Census Bureau, state, and local data, ESA will briefly describe economic activity and median household income, employment, population, housing, race and ethnicity characteristics, and poverty levels.

As part of the Socioeconomics analysis the transportation study that will be prepared by the County's consultant will be used to assess existing traffic conditions, including current traffic patterns, and the level of service (LOS) on nearby roads.

4.2.11 Visual Effects

ESA will describe the current visual landscape on and around the Airport. In addition, the potential for the intrusion of existing aircraft light emissions into nearby light-sensitive areas will be evaluated.

4.2.12 Water Resources

Surface waters, groundwater, drinking water/wastewater infrastructure in the general study area will be summarily characterized using reasonably available reports and data sets. The location of waterbodies will be depicted on the project base map, and the waterbodies will be characterized in terms of regulatory status (e.g., impaired waterbodies). ESA will also review and describe any regulatory floodplains within the general study area, should they exist.

TASK 5: ENVIRONMENTAL CONSEQUENCES

This task involves the technical analyses of the direct and indirect environmental effects of the Proposed Project and the No-Action Alternative for the specific impact categories listed in the FAA's 1050.1F Desk Reference. Where applicable, this section will also discuss conceptual mitigation measures that may be required to reduce adverse or potentially significant impacts.

Resources Not Affected

As noted above, the resources listed below are not, at this time, expected to be affected by the Proposed Project or the No-Action Alternative.

- Coastal Resources
- Farmlands
- Historical, Architectural, Archaeological, and Cultural Resources (Archaeological Resources subcategory)
- Water Resources (Wild and Scenic Rivers subcategory)

Study Years and Analysis of Impacts

The analysis of potential environmental impacts will be conducted by comparing the Proposed Project to the No-Action Alternative in two future study years: the first full year of operation and year 2028 conditions.

5.1 Air Quality

5.1.1 Operational Emissions

Using the current FAA-approved version of AEDT (AEDT 3b), ESA will estimate annual emissions for criteria air pollutants from aircraft and GSE. As an increase in surface transportation between the Airport and Mammoth would be anticipated as a result of the introduction of commercial aircraft service, emissions from surface transportation will need to be assessed. Using CalEEMod or other FAA-approved calculation methods, ESA will estimate annual emissions from stationary and mobile sources routinely associated with Airport activities for the No-Action Alternative and the Proposed Project for both future EA study years.

5.2 Biological Resources

5.2.1 Biotic Communities

Based on data and information developed in Task 4, potential impacts to habitat and vegetative communities will be quantified. Impacts to wildlife will be evaluated qualitatively.

5.2.2 Threatened and Endangered Species

The effect of the Proposed Project and No-Action Alternative on federal and state-listed plants and animals and their habitats will be evaluated in this task. Using information collected in Task 4, an assessment of the potential use of the general study area by state- and federally-listed species and the potential impacts to these species as a result of each alternative will be undertaken. Due to the distance of BIH from coastal and estuarine resources, the assessment of impacts on marine species and essential fish habitat is not anticipated.

5.3 Climate

Using data developed in Task 5.1, ESA will estimate GHG emissions (carbon dioxide equivalents or CO^2e) and assess the potential effects of the Proposed Project and the No-Action Alternative on climate change. The implications of climate change for the environmental effects of the Proposed Project and the No-Action Alternative, as well as measures that may offset GHG emissions, will be discussed qualitatively.

5.4 Section 4(F) Resources

Because the Proposed Project would not include any construction activity, direct impacts to Section 4(f) resources are not anticipated. ESA will verify and document the anticipated lack of direct impacts in a concise statement in the EA. Indirect impacts, typically associated with impacts associated with other categories such as noise, will be evaluated qualitatively. The need for the preparation and coordination of a formal Section 4(f) Statement is not anticipated.

5.5 Hazardous Materials

Existing site conditions and the potential to introduce new hazardous materials and pollutants will be assessed to determine what effects or environmental concerns, if any, would be generated by the operation of the Proposed Project or the No-Action Alternative. The assessment will qualitatively assess:

- Potential involvement with any currently unidentified sites within or immediately adjacent to the general study area.
- The storage and use of hazardous materials and petroleum-based products during the normal operation of the Proposed Project.
- A review of existing and available Best Management Practices, spill prevention plans, pollution prevention plans, and similar policies in place at BIH or commonly-accepted practices available for implementation.

This scope of work does not include any subsurface investigation, soil and/or water sampling and testing, extensive research/investigations, or specialized studies.

5.6 Historic and Cultural Resources

ESA will evaluate whether the Proposed Project and the No-Action Alternative would result in adverse effects to *Historic Properties* as defined under Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800. Adverse direct effects on historic and cultural resources are not anticipated. Therefore, the need to develop complex mitigation plans and/or provide technical support related to the preparation of a Memorandum of Agreement is not anticipated and are not included in this scope of work. ESA can provide the aforementioned services if needed as an additional service. Should these services be required, ESA will prepare a brief scope of work and cost

estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

5.7 Land Use

In addition to the impacts of noise on land use compatibility, ESA will evaluate existing and planned land uses that may be affected by the Proposed Project. In addition, the presence of any of land uses that could have an adverse effect on safe aircraft operations within the distances referenced by FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants on or Near Airports*, shall be disclosed. ESA will discuss whether or not the Proposed Project would be inconsistent with approved state and/or local plans and laws.

5.8 Natural Resources and Energy Supply

The impacts of the Proposed Project will be assessed in regard to energy supplies and natural resources. This includes the Proposed Project's use of energy and the ability of local energy providers to meet the demand.

5.9 Noise and Noise-Compatible Land Use

5.9.1 Noise Contour Development

ESA will update the AEDT model inputs to account for new scheduled commercial air service to BIH. CNEL 65, 70, and 75 contours for the Proposed Project for the 2021 and 2028 future year conditions will be developed using the approved aviation forecast and the latest version of the FAA's AEDT model. This task includes developing CNEL contours for the No-Action Alternative using the Airports' existing configuration and baseline forecast. It is anticipated that aircraft substitutions will not be required for the development of the noise contours. Standard aircraft profiles are expected to be employed. This task does not include the use of supplemental metrics.

ESA will review and update information, inputs, assumptions, and assumptions used to develop the No-Action Alternative and Proposed Project CNEL contours. This process would consider potential changes to aircraft fleet mix, runway use patterns, flight paths and profiles, day/night splits, stage lengths, instrument approach procedures, NAVAIDs, and proposed major Airport airfield projects. The information, data, and assumptions used to develop the contours will be documented in the noise technical report included as an EA appendix.

5.9.2 Noise Impact Assessment

ESA will calculate the types and amount of land uses within the No-Action Alternative and the Proposed Project CNEL 65 and higher noise contours for both future study years. The number of housing units and population within each CNEL 65 and higher contour will be estimated using information obtained from local governments and the U.S. Census Bureau. In addition, a grid (location) point analysis will be conducted for noise sensitive sites within the general study area. The change in aircraft CNEL values at each location will be tabulated.

As defined FAA Order 1050.1F, a significant noise impact occurs when a noise sensitive area within (or newly within) the CNEL 65 contour would experience an increase of 1.5 CNEL or more. If the noise analysis indicates significant noise impacts would occur, measures available to mitigate the impacts will be discussed. If significant noise impacts would occur, an analysis will be undertaken to identify, for disclosure purposes only, noise sensitive sites that would experience an increase of 3 dB CNEL within the CNEL 60 contour (but below CNEL 65). Increases of 3 dB CNEL over noise sensitive land uses will be reported in the EA, but are not considered to be a significant impact under NEPA and do not require mitigation.

5.10 Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks

5.10.1 Socioeconomics

For the assessment of socioeconomic impacts, ESA will evaluate the topics listed below. The assessment will be conducted using reasonably available information from public agencies and information provided by the County (e.g., number of new jobs at BIH). The use of specialized studies and economic models are not anticipated.

- The potential for residential and business relocations, including the number and type of relocations, neighborhood impacts, and adequate relocation housing.
- The reduction or increase in economic activity.
- Effect on employment (unemployment rates, commuter patterns, and labor force).
- Effect on income and potential to change existing conditions.
- Population, including shifts in population.
- Housing, including availability and change in demand for housing.
- Public Services, including availability and change in demand.
- Social conditions, including effect on community cohesion and religious institutions (to the extent practicable).

Based on the transportation study for the Proposed Project that will be prepared by the County's consultant, an assessment of traffic impacts will be included to determine if the Proposed Project and the No-Action Alternative would result in a change in traffic patterns, fleet mix, and volumes that would reduce the level of service (LOS) on nearby roads to unacceptable levels.

5.10.2 Environmental Justice

Impacts of the Proposed Project and the No-Action Alternative will be assessed with regard to compliance with Federal Environmental Justice guidelines (Executive Order 12898) to determine if there would be a disproportionate adverse impact to minority and low-income populations as a result of implementation of the Proposed Project, and to quantify these impacts should they occur. GIS, census, and local parcel data will be queried to determine minority or low-income populations that may experience a disproportionately high and adverse environmental effect under each environmental resource category. For reportable impacts, an average number of persons per census tract (or other unit) will be calculated and disclosed.

5.10.3 Children's Environmental Health and Safety Risks

Impacts of the Proposed Project and the No-Action Alternative will be assessed qualitatively with regard to any increased risk related to children's environmental health and safety. Detailed analysis and the preparation of health effects studies are not included in this scope of work.

5.11 Visual Effects

The potential for visual impacts arising from the intrusion of aircraft light emissions into nearby light-sensitive areas will be assessed. If substantial impacts are expected to occur, conceptual mitigation measures will be discussed.

5.12 Water Resources

The effects of the Proposed Project and the No-Action Alternative on stormwater, wetlands, floodplains, groundwater, drinking water supplies, and wastewater during the operation of the Proposed Project will be evaluated in this task.

5.13.1 Wetlands

Potential impacts to jurisdictional and non-jurisdictional wetlands (if any) will be discussed and documented. ESA will assess the potential significance of the impacts using the criteria outlined in FAA guidance documents.

5.13.2 Surface Waters and Ground Water

Applicable state or local water quality regulations and the Airport's current storm water management plan will be discussed. In particular, the potential to exceed or not exceed applicable water quality standards for surface waters and groundwater will be evaluated. Potential water quality impacts associated with the operation of the Proposed Project will be assessed and potential mitigation measures will be discussed.

5.13.3 Water Supply

ESA will identify potential increases in water demand and wastewater treatment at BIH if the Proposed Project is implemented.

5.14 Cumulative Impacts / Other Considerations

The cumulative impacts of recent and reasonably foreseeable future improvements at BIH, when considered in conjunction with other major existing or planned projects within the general study area, will be qualitatively discussed in this task. This discussion will be limited to those major development actions that could potentially have a social/ environmental effect on lands within the general study area. A qualitative discussion of the potential consequences of cumulative actions will be provided in narrative and comparative table formats. The County will be responsible for providing information on past, present, and reasonably foreseeable actions.

TASK 6: DRAFT EA

ESA will be responsible for preparing, printing, and distributing the Preliminary Draft EA and Draft EA documents.

6.1 Preliminary Draft EA

ESA will prepare a Preliminary Draft EA (PDEA) for County and FAA review. This task includes technical writing, document editing and formatting, word processing, graphics preparation, and internal quality assurance reviews. ESA will prepare two electronic copies (Microsoft Word and PDF format with incorporated figures) of the PDEA Version 1 for the County's initial review and comment. ESA will address the County's initial review comments and prepare PDEA Version 2 for FAA review. Two electronic copy copies of PDEA Version 2 (Microsoft Word and PDF format with incorporated figures will be produced and distributed. Distribution will be made electronically via ESA's Deliverit file sharing website. Delivery of PDF copies on USB flash drive is optional. ESA anticipates hosting and participating in one web-based meeting with the County and FAA to discuss comments on PDEA Version 2.

6.2 Draft EA

County and FAA comments on the PDEA will be incorporated into a Draft EA document. The Draft EA will be submitted to the County and the FAA for review of edits and revisions made to the PDEA. One PDF copy produced.

Upon receiving County and FAA approval to make the Draft EA available to the public and agencies for review, ESA will print up to eight copies of the Draft EA document for the County, FAA, and distribution at a local public library. ESA will also produce an electronic copy of the Draft EA in PDF format for posting on the County's website and up to 12 CD-ROMs or USB Flash drives containing the Draft EA for distribution to select federal, state, and local agencies.

6.3 Agency / Public Coordination of Draft EA

ESA will prepare a Notice of Availability and Public Hearing Notice for FAA review and approval. ESA will place the Notice in the legal section of one local newspaper for one day. The County will be responsible for placing the Notice (and Draft EA) and on the County's website. ESA will prepare a Draft EA distribution letter and send a copy of the Draft EA document to the local library for public review and to the selected agencies. ESA anticipates that the EA will be produced only in English.

This scope of work anticipates that one Public Information Workshop and/or a formal Public Hearing will be required for the Proposed Project's NEPA approval. The Public Information Workshop and/or formal Public Hearing will be held in Bishop; however, a second Public Information Workshop can be held in Mammoth as an optional task. ESA will coordinate, prepare for, and participate in one combined Public Information Workshop/Public Hearing. Up to four members of ESA will attend the Public Information Workshop/Public Hearing. Meeting materials, including handouts, comment forms, and up to twenty-five (25) boards will be prepared for the Workshop/Hearing. Additionally, a court reporter will be present for the entire duration of the Workshop/Hearing. ESA can add preparation and participation in additional hearings as needed in a supplemental cost estimate. ESA assumes the County would arrange for and cover the costs of the space where the Workshop/Hearing will be held.

6.4 Draft EA Comment Analysis and Response

ESA will compile comments received during the agency and public review process. The comments and responses will be organized into a format to be included within an appendix to the Final EA. ESA will prepare draft responses to all summarized comments. At this time, it is difficult to estimate the potential number and complexity of agency and public comments that will be received on the Draft EA. However, for the purpose of developing a fee estimate, ESA has assumed that up to 20 short (up to two pages) comment letters will be received. If lengthy comment letters from attorneys, agencies, and/or more than 20 comment letters are received, ESA will request additional compensation to prepare the response to comments. ESA will prepare the additional response to comments upon written direction from the County and receipt of a fully executed contract amendment.

TASK 7: FINAL EA REPORT PREPARATION

7.1 Preliminary Final EA

ESA will prepare the Preliminary Final EA (PFEA) for County and FAA review. The PFEA will contain necessary revisions based on comments received and document the public and agency review process. Two electronic copies of the PFEA will be produced (Microsoft Word and PDF format with incorporated figures). Distribution to the County and FAA for review and comment will be made electronically via ESA's Deliverit file sharing website.

7.2 Final EA

County and FAA comments on the PFEA will be incorporated into the Final EA document. Up to eight copies of the Final EA will be printed for County, FAA, and ESA records. ESA will also provide up to ten (10) CD-ROMs or USB flash drives containing a PDF copy of the Final EA.

CEQA DOCUMENTATION

TASK 8: CEQA Documentation

8.1 Review of Environmental Resource Categories

ESA will review all of the environmental resource categories listed in Appendix G of the CEQA Guidelines and describe the potential effects, if any, of the Proposed Project on those resources. Technical reports and analyses prepared under Task 4, and 5 of this scope of work will be used to inform this analysis.

8.2 Administrative Draft Initial Study

ESA will prepare an Administrative Draft Initial Study for the Proposed Project. ESA will submit one (1) electronic copy (Microsoft Word and PDF format with incorporated figures) of the Administrative Draft Initial Study to the County for review and comment. Delivery will be made electronically via ESA's Deliverit file sharing website. o Up to two (2) ESA staff members will participate in a two (2) hour meeting with County staff to discuss the Initial Study findings and to identify the appropriate CEQA documentation (e.g., Negative Declaration [ND], Mitigated Negative Declaration [MND], or

categorical exemption [CatEx]). For purposes of this scope of work, it is anticipated that either a Negative Declaration or Mitigated Negative Declaration will the appropriate CEQA document for this project.

8.3 Public Draft Initial Study

ESA will incorporate requested revisions into the Administrative Draft Initial Study upon receipt of one consolidated set of comments from the County. ESA will assume receipt of a consolidated set of comments from the County within a reasonable period of time to be agreed upon when developing the project schedule. ESA will prepare one (1) electronic copy and five (5) hard copies of the Public Draft Initial Study.

8.4 Administrative Draft CEQA Document

ESA will prepare an Administrative Draft CEQA Document that meets or surpasses the requirements of CEQA Guidelines Section 15063. ESA will provide a thorough discussion of the environmental setting in which the Airport is located, and a more detailed discussion of the specific land uses within the general study area.

ESA will submit one (1) electronic screen check version of the CEQA Document for review by the County. Once the County has completed their review of the screen check version of the Administrative Draft CEQA Document, ESA will incorporate any requested revisions and submit one (1) electronic version of the final document.

8.5 Public Draft CEQA Document

ESA will prepare a Public Draft CEQA Document and provide the County with one (1) electronic copy of the Public Draft CEQA document to the County for public distribution. ESA will be responsible for delivering fifteen (15) electronic copies on CD/ROM or USB flash drive of the Public Draft IS/ND or IS/MND, fifteen (15) summary forms, and a completed Notice of Completion (NOC) to the State Clearinghouse.

As part of this submittal, ESA will prepare a draft letter to the California Department of Fish and Wildlife (CDFW) regarding the CDFW CEQA filing fee for review and approval by the County. The County will be responsible for submitting the letter to CDFW prior to adoption of the ND or MND so the appropriate CDFW filing fee can be submitted with the Notice of Determination that will be filed with the Inyo County Clerk.

8.6 Response to Comments

ESA will create a matrix of comments received from agencies and the public on the Draft IS/ND or IS/MND along with corresponding responses. ESA will prepare one (1) electronic consolidated copy of written responses to agency and public comments on the CEQA document.

8.7 Final CEQA Document and Approval Documents

Following a 30-day public review period for the Public Draft CEQA Document, ESA will revise the body of the IS/ND to address any substantive comments received or make necessary corrections. This task assumes that no new analysis will be required to prepare the final CEQA Document. ESA will submit one (1) electronic copy of the final draft CEQA Document to the County for review and comment. Comments received from the County shall be incorporated into the final CEQA Document, which will then be prepared for final distribution to the County for approval and adoption. The ESA Team will submit nine (9) hard copies of the Final CEQA document and one (1) electronic ADA compliant PDF copy of the Final CEQA document.

TASK 9: PROJECT MANAGEMENT - NEPA

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the NEPA portion of the project. It includes the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and FAA and regular status update calls, project

management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.

In addition to meetings and work described above, we have included budget for the ESA Project Manager and up to one additional staff member to attend two project-related business meetings/briefings in Inyo County during the course of the EA study.

TASK 10: PROJECT MANAGEMENT - CEQA

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the CEQA portion of the project. It includes the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and regular status update calls, project management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.

Schedule

ESA understands the schedule, and NEPA approval in particular, is critical to the project. Accordingly, ESA will undertake its best effort and apply the appropriate resources to move the NEPA process forward as quickly as possible. ESA cannot be responsible for schedule delays caused by the County or the FAA or that result from revelations during the technical analyses that increase the level of technical analysis required, mitigation required, or public outreach process as required by the FAA.

Budget

ESA estimates that the cost to undertake the proposed scope of work described herein and shown in the detailed cost estimate, attached. To the extent that additional tasks are required, directed, and authorized by the County, ESA will prepare an amended cost estimate for County approval prior to conducting any work outside this scope of work.

If you have any questions about our proposal or approach, please feel free to contact Autumn Ward at (813) 207-7212 or at AWard@esassoc.com.

Sincerely,

Autumn Ward, CM, ENV SP
Project Manager

Steven R. Alverson
Project Director

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

SCHEDULE OF FEES:

The compensation for the scope of work described in Attachment A-1shall be at the rates shown in schedule of fees titled *ESA Cost Breakdown*, dated 12/27/2019.

The cost for this amendment increases the not to exceed amount by $402,672, to $410, 614.

This amendment shall also allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes at ESA. The Director of Public Works may only approve changes to the *Schedule of Fees* that are not associated with an increase to the contract Not-to-Exceed amount.

ESA Cost Breakdown

Date 12/27/2019

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Fully Burdened Rate	Total
Senior Director III	Michael Arnold	$86.54-$131.25	28	$ 93.75	$ 308.51	$ 8,638.31
Senior Director III	Steven Alverson	$86.54-$131.25	149	$ 96.15	$ 316.42	$ 47,146.69
Managing Associate II	Autumn Ward	$43.27-$51.44	256	$ 53.65	$ 176.56	$ 45,200.23
Managing Associate II	Steven Smith	$43.27-$51.44	302	$ 50.00	$ 164.54	$ 49,690.64
Managing Associate III	Chris Jones	$51.73-$65.00	497	$ 66.83	$ 219.91	$ 109,296.71
Director III	Heidi Rous	$64.42-$96.15	28	$ 91.39	$ 300.76	$ 8,421.23
Managing Associate II	Joza Burnam	$43.27-$51.44	132	$ 47.12	$ 155.05	$ 20,466.11
Managing Associate II	Susumu Shirayama	$43.27-$51.44	116	$ 52.10	$ 171.44	$ 19,886.69
Senior Associate II	Sean Burlingame	$35.00-$41.33	92	$ 41.49	$ 136.54	$ 12,561.25
Managing Associate III	Chris Sequeira	$51.73-$65.00	104	$ 58.89	$ 193.81	$ 20,156.04
Senior Associate II	Johanna Kahn	$35.00-$41.33	28	$ 36.42	$ 119.84	$ 3,355.64
Associate II	Joseph Sanders	$25.96-$31.49	32	$ 27.64	$ 90.97	$ 2,911.09
Associate III	Eryn Pimentel	$31.74-$35.67	64	$ 39.04	$ 128.47	$ 8,221.88
Project Technician III	James Songco	$36.54-$44.23	40	$ 40.14	$ 132.11	$ 5,284.24
Project Technician II	Kristine Olsen	$24.96-$36.59	130	$ 36.54	$ 120.26	$ 15,633.52
Associate I	Phoebe Weiman	$20.00-$25.74	140	$ 24.04	$ 79.11	$ 11,074.73
			2,138	Total		**$387,945**

FRINGE BENEFITS

Rate
49.87%

INDIRECT COSTS

Rate
Overhead and G&A 143.95%

Rate
FEE 12%

EXPENSES **$14,727**

TOTAL COST **$402,672**

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 13th day of November 2018 an order was duly made and entered as follows:

Public Works – Environmental Science Associates Contract	Moved by Supervisor Kingsley and seconded by Supervisor Tillemans to: A) approve Inyo County Standard Contract No. 161 between the County of Inyo and Environmental Science Associates for airport environmental services in an amount not to exceed $7,942 for the period from November 15, 2018 through November 15, 2023; and B) authorize the Chairperson to execute the contract, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 13th
Day of November, 2018

CLINT G. QUILTER
Clerk of the Board of Supervisors

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: December 14, 2018

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
18

FROM: Public Works Department

FOR THE BOARD MEETING OF: NOV 13 2018

SUBJECT: Approve a contract/master agreement for on-call Airport Environmental Services with Environmental Science Associates (ESA) of Sacramento, California.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Inyo County Standard Contract No. 161 between the County of Inyo and ESA for airport environmental services in an amount not to exceed $7,942.00 for the period from November 15, 2018 through November 15, 2023;

2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: On August 27, 2018 the Public Works Department published a Request for Qualifications for qualified firms to submit Statements of Qualification (SOQ) for on-call Airport Environmental Services at the Inyo County Airports. Four firms submitted SOQ's by the deadline of September 17, 2018:

- Environmental Science Associates
- Helix Environmental Planning Inc., with C&S Companies as a sub-consultant
- Landrum & Brown Inc., with Panorama and ArchaeoPaleo Resource Management as sub-consultants
- WHALE Environmental Services, LLC

The respondents' qualifications were rated by three of the Public Works Department engineering and airport staff, and the top two firms were interviewed. ESA was selected as the most qualified consultant to provide services under this contract.

The scope of work for the initial contract (Master Contract) will be to provide scoping services for the Environmental Assessment (EA) for the proposed airline service at the Bishop Airport and the associated capital improvement projects. This EA is required under the National Environmental Protection Act (NEPA) before funding from the Federal Aviation Administration (FAA) may be granted for design or construction projects relating to commercial air service. Once the project scoping for the EA has been approved by the FAA, this contract may be amended to include the task of preparing the EA.

ALTERNATIVES: The Board could choose not to approve the contract for on-call airport environmental services. This is not recommended because the Public Works Department does not have staff with the expertise to complete the required work. The timely completion of the EA for the Bishop Airport will be instrumental in achieving the desired timeline for commercial air service.

OTHER AGENCY INVOLVEMENT:
The auditor's office to make payments to the contractor after the contract is awarded;
County counsel to review and approve the contract;

FINANCING: The costs associated with this contract will be paid from Budget Unit 010201 (CAO-ACO), Object Code 5265, and may be reimbursable at a future date by a grant from the FAA.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: yes Date 11/7/18
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: yes Date 11/8/2018
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: N/A Date 11/8/18

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 11/8/18

BUDGET OFFICER SIGNATURE
(Not to be signed until all approvals are received) _____ Date: 11/8/2018

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Environmental services of Environmental Science Associates (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 Director of Public Works. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

☐ **Option 1** – Standard Contract

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

☒ **Option 2** – On-Call Contracts

A. This Contract shall go into effect on 11/15/2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 11/15/23, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

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 Public Works Department. 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 Consultant for services and work performed under this Agreement shall not exceed eight thousand one hundred and fifty fiv$ 8,155 .00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant 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

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.

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. 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.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

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

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed $150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.
Contractor must include this requirement in all subcontracts that exceeds $150,000.

12. ENERGY CONSERVATION REQUIREMENTS

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

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

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

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

14. TRADE RESTRICTION CERTIFICATION

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

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

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

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.
Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

15. CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

1) The applicant represents that it is ( ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ) is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
3) **Term Definitions**
4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
5) (24) months of a felony criminal violation under any Federal law and includes
6) conviction of an offense defined in a section of the U.S. code that specifically classifies
7) the offense as a felony and conviction of an offense that is classified as a felony under 18
8) U.S.C. § 3559.
9) **Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. 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.

20. 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.

21. 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.

22. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, 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 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 Consultant.

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

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and 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.

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. 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.

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

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

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by County**: The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by County approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the County:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. 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 thirty-seven (37) "Amendment" below.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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 thirty-seven (37) "Amendment."

37. 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.

38. NOTICE

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

County of Inyo:

Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

Environmental Science Associates	Name
2600 Capitol Avenue, Suite 200	Address
Sacramento, CA 95816	City and State

39. 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 Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

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

COUNTY OF INYO

By: _____
Signature

DAN TORHEROM
Print or Type Name

Dated: 11-20-18

CONSULTANT

By: _____
Signature

_____
Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

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

COUNTY OF INYO

By: _____
Signature

_____
Print or Type Name

Dated: _____

CONSULTANT

By: _____
Signature

Steven R. Alverson
Print or Type Name

Dated: 11/14/18

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SCOPE OF WORK:

The initial work included in this on-call contract for Airport Environmental Services shall include scoping services for the National Environmental Protection Act (NEPA) compliance for proposed airline service and related capital improvement projects at the Bishop Airport. This scope is described in greater detail in the attached proposal, dated 11/07/2018.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. Any increases to the Not-to-Exceed amount will be effective only by written Amendment to the contract, approved by the Board of Supervisors.

Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SCOPE OF WORK:

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Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.

ESA

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

November 7, 2018

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Scoping Services for National Environmental Protection Act (NEPA) Compliance for Proposed Airline Service and Related Capital Improvements at the Bishop Airport

Dear Ms. Helms:

Thank you for requesting ESA to provide NEPA scoping services for proposed airline service and related capital improvements (hereafter referred to as the "proposed project") at the Bishop Airport (hereafter referred to as "BIH" or "Airport"). We have appreciated our discussions of the proposed project with County of Inyo Public Works Department staff, and we look forward to supporting the County's successful and timely completion of the environmental compliance process for the proposed project, including obtaining the required NEPA and California Environmental Quality Act (CEQA) approvals. As specified in our statement of qualifications, ESA has identified a knowledgeable, creative, and responsive technical team to provide environmental compliance services to the County. Steve Alverson (Project Director) and Autumn Ward (Project Manager) will lead this team and will be supported by Steve Smith (Deputy Project Manager). We are excited to begin the environmental compliance process for this important project.

As we recently discussed with you, we propose that the first phase of the environmental compliance process for the proposed project will be preparation of an Environmental Assessment (EA) to support the proposed project's compliance with NEPA. As we have noted in our discussions with County staff, the Federal Aviation Administration's (FAA's) environmental review authority covers compliance with NEPA and other federal environmental laws and regulations, and a joint document that addresses the proposed project's compliance with NEPA and CEQA, such as an Environmental Assessment/Initial Study (EA/IS), would not be accepted by the FAA. Accordingly, our initial scoping effort will be for preparation of an EA. We propose that the CEQA compliance effort for the proposed project will be covered under a separate scope of work prepared by ESA, which would build upon and maximize efficiencies related to preparation of the EA.

Our scope of work to conduct NEPA scoping services is detailed below, and our cost estimate to perform the scoping services is attached. We have also attached the detailed breakdown of our staff rates that you requested.

Project Understanding and NEPA Context

The County plans to initiate commercial airline service and related capital improvements at BIH. The proposed project comprises the following elements:

- Amendments to the Operations Specifications for:
  - Allegiant Air, with the Airbus 319 aircraft
  - United Airlines, with the CRJ700 and possible other aircraft, such as CRJ900, EMB175, and B737 aircraft, to allow scheduled commercial air service to BIH;
- Amendment of BIH's Part 139 Airport Operating Certificate to a Class I operating certificate pursuant to 14 CFR Part 139;
- Construction of a new modular multi-purpose aviation terminal and a new commercial service terminal (on previously disturbed ground) and some modifications to the existing adjacent general aviation terminal to support commercial air service;

- Modification of the Runway Safety Areas for Runways 17-35 and 12-30, including grading and drainage improvements;
- Pavement rehabilitation and 50-foot widening of Runways 12-30 and 17-35, including edge lighting relocation and associated projects;
- Addition, modification, and relocation of aircraft parking aprons, parallel and exit taxiways with lighting;
- Addition, modification, and extension of terminal area internal access roads, auto parking, and utilities;
- Construction of new ARFF and snowplow buildings;
- Construction of new AVGAS and jet fuel storage and dispensing facilities; and
- Miscellaneous other projects as depicted on the final ALP.

Approval and implementation of the proposed project requires one or more actions by the FAA. These "federal actions" require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, and Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*. Based on our understanding of the proposed project, we anticipate the environmental analysis and documentation for NEPA compliance will be accomplished in the form of an EA.

NEPA Scoping Services for the Proposed Project

Upon authorization to proceed from the County, ESA will prepare and submit to the County a detailed description and cost estimate that sets forth the work efforts required by ESA to prepare the EA. The scope of work and cost estimate will detail ESA's preparation of the EA, including project initiation and mobilization; development of the statement of the purpose and need for the proposed project; development of an aircraft activity forecast; development of alternatives that will be evaluated in the EA; description of the existing physical and environmental conditions from which environmental impacts of the proposed project will be compared; the technical analyses of the direct and indirect environmental effects of the proposed project and its alternatives for the specific impact categories listed in the FAA's 1050.1F Desk Reference; analysis of the cumulative impacts of recent and future Airport improvements; preparation of the preliminary draft, public draft, and final EA; ESA support for agency and public coordination related to the EA; and project management and meetings. As we discussed, FAA approval of the EA scope of work will be essential to the successful completion of the NEPA process. Accordingly, we have included time for ESA to participate in the County's coordination with the FAA and for ESA to address FAA comments on the draft scope of work for the EA. Our cost proposal and accompanying staff rate breakdown to complete the scoping effort is attached. We propose to perform the work described herein on a time-and-materials basis not to exceed our identified total cost. This proposal is effective for 90 days from the date of this submittal.

We appreciate your selection of ESA, and we look forward to answering any questions you have on our scope of work.

Sincerely,

Autumn Ward, CM, ENV SP
Project Manager

Steven R. Alverson
Project Director

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SCHEDULE OF FEES:

The consultant shall be compensated at the rates shown in ESA's *Cost Breakdown*, dated 11/7/2018, further detailed in the *Labor Detail and Expense Summary*, for the scope of work described in Attachment A.

ESA Cost Breakdown

Date 11/7/2018

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Director III	Michael Arnold	2	$ 91.11	$ 182.22
Senior Director III	Steven Alverson	6	$ 93.75	$ 562.50
Managing Associate II	Autumn Ward	18	$ 50.29	$ 905.22
Managing Associate II	Steven Smith	16	$ 49.04	$ 784.64

Total $ 2,434.58

$2,435

FRINGE BENEFITS

	Rate	Total
	48.82%	$ 1,188.56

$1,189

INDIRECT COSTS

	Rate	Total
Overhead and G&A	142.44%	$ 3,467.82

$3,468

	Rate	Total
FEE	12%	$ 850.91

$851

TOTAL COST **$7,942**

NEPA Scoping Services for Proposed Airline Service and Capital Improvements at Bishop Airport
ESA Labor Detail and Expense Summary

	Employee Names	**Michael Arnold**	**Steven Alverson**	**Autumn Ward**	**Steve Smith**		
	Labor Category	Senior Director III	Senior Director III	Managing Associate II	Managing Associate III	Total Hours	Labor Price
Task #	**Task Name/Description**	**$ 297**	**$ 306**	**$ 164**	**$ 160**		
1.0	Prepare Draft EA Scope and Cost Estimate	1	2	12	10	25.00	$ 4,477
2.0	Coordination with FAA		2	4	2	8.00	$ 1,588
3.0	Prepare Final EA Scope and Cost Estimate	1	2	2	4	9.00	$ 1,877
Total Hours		2	6	18	16	**42**	
Total Labor Costs		$ 594	$ 1,835	$ 2,953	$ 2,560		**$ 7,942**

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The scope of work listed in Attachment A will not include any travel or per diem payments. Any future tasks which involve these payments must include agreed upon rates in Attachment C to that amendment, requiring approval by the Board of Supervisors.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SEE ATTACHED INSURANCE PROVISIONS

EXHIBIT B

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 appropriates 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.

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 13th day of November 2018 an order was duly made and entered as follows:

Public Works – Environmental Science Associates Contract	Moved by Supervisor Kingsley and seconded by Supervisor Tillemans to: A) approve Inyo County Standard Contract No. 161 between the County of Inyo and Environmental Science Associates for airport environmental services in an amount not to exceed $7,942 for the period from November 15, 2018 through November 15, 2023; and B) authorize the Chairperson to execute the contract, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 13th
Day of November, 2018

CLINT G. QUILTER
Clerk of the Board of Supervisors

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO* *Other: Public Works* *DATE: December 14, 2018*

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
18

FROM: Public Works Department

FOR THE BOARD MEETING OF: NOV 13 2018

SUBJECT: Approve a contract/master agreement for on-call Airport Environmental Services with Environmental Science Associates (ESA) of Sacramento, California.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Inyo County Standard Contract No. 161 between the County of Inyo and ESA for airport environmental services in an amount not to exceed $7,942.00 for the period from November 15, 2018 through November 15, 2023;

2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: On August 27, 2018 the Public Works Department published a Request for Qualifications for qualified firms to submit Statements of Qualification (SOQ) for on-call Airport Environmental Services at the Inyo County Airports. Four firms submitted SOQ's by the deadline of September 17, 2018:

- Environmental Science Associates
- Helix Environmental Planning Inc., with C&S Companies as a sub-consultant
- Landrum & Brown Inc., with Panorama and ArchaeoPaleo Resource Management as sub-consultants
- WHALE Environmental Services, LLC

The respondents' qualifications were rated by three of the Public Works Department engineering and airport staff, and the top two firms were interviewed. ESA was selected as the most qualified consultant to provide services under this contract.

The scope of work for the initial contract (Master Contract) will be to provide scoping services for the Environmental Assessment (EA) for the proposed airline service at the Bishop Airport and the associated capital improvement projects. This EA is required under the National Environmental Protection Act (NEPA) before funding from the Federal Aviation Administration (FAA) may be granted for design or construction projects relating to commercial air service. Once the project scoping for the EA has been approved by the FAA, this contract may be amended to include the task of preparing the EA.

ALTERNATIVES: The Board could choose not to approve the contract for on-call airport environmental services. This is not recommended because the Public Works Department does not have staff with the expertise to complete the required work. The timely completion of the EA for the Bishop Airport will be instrumental in achieving the desired timeline for commercial air service.

OTHER AGENCY INVOLVEMENT:
The auditor's office to make payments to the contractor after the contract is awarded;
County counsel to review and approve the contract;

FINANCING: The costs associated with this contract will be paid from Budget Unit 010201 (CAO-ACO), Object Code 5265, and may be reimbursable at a future date by a grant from the FAA.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: yes Date 11/7/18
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date 11/8/2018
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: N/A Date 11/8/18

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 11/8/18

BUDGET OFFICER SIGNATURE
(Not to be signed until all approvals are received) _____ Date: 11/8/2018

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Environmental services of Environmental Science Associates (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 Director of Public Works. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. PERFORMANCE PERIOD
(Choose Option 1 or Option 2)

☐ **Option 1** – Standard Contract

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

☒ **Option 2** – On-Call Contracts

A. This Contract shall go into effect on 11/15/2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 11/15/23, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

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 Public Works Department. 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 Consultant for services and work performed under this Agreement shall not exceed eight thousand one hundred and fifty five ($ 8,155 .00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant 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

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.

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. 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.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

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

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed $150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.
Contractor must include this requirement in all subcontracts that exceeds $150,000.

12. ENERGY CONSERVATION REQUIREMENTS

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

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

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

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

14. TRADE RESTRICTION CERTIFICATION

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

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

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

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.
Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

15. CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

1) The applicant represents that it is ( ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ) is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
3) **Term Definitions**
4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
5) (24) months of a felony criminal violation under any Federal law and includes
6) conviction of an offense defined in a section of the U.S. code that specifically classifies
7) the offense as a felony and conviction of an offense that is classified as a felony under 18
8) U.S.C. § 3559.
9) **Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. 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.

20. 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.

21. 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.

22. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, 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 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 Consultant.

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

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and 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.

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. 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.

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

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

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by County**: The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by County approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the County:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. 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 thirty-seven (37) "Amendment" below.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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 thirty-seven (37) "Amendment."

37. 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.

38. NOTICE

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

County of Inyo:

Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

Environmental Science Associates	Name
2600 Capitol Avenue, Suite 200	Address
Sacramento, CA 95816	City and State

39. 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 Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

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

COUNTY OF INYO

By: _____
Signature

DAN TOTHEROW
Print or Type Name

Dated: 11-20-18

CONSULTANT

By: _____
Signature

_____
Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SCOPE OF WORK:

The initial work included in this on-call contract for Airport Environmental Services shall include scoping services for the National Environmental Protection Act (NEPA) compliance for proposed airline service and related capital improvement projects at the Bishop Airport. This scope is described in greater detail in the attached proposal, dated 11/07/2018.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. Any increases to the Not-to-Exceed amount will be effective only by written Amendment to the contract, approved by the Board of Supervisors.

Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

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

COUNTY OF INYO

By: _____
Signature

_____
Print or Type Name

Dated: _____

CONSULTANT

By: _____
Signature

Steven R. Alverson
Print or Type Name

Dated: 11/14/18

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SCOPE OF WORK:

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Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.

ESA

2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

November 7, 2018

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Scoping Services for National Environmental Protection Act (NEPA) Compliance for Proposed Airline Service and Related Capital Improvements at the Bishop Airport

Dear Ms. Helms:

Thank you for requesting ESA to provide NEPA scoping services for proposed airline service and related capital improvements (hereafter referred to as the "proposed project") at the Bishop Airport (hereafter referred to as "BIH" or "Airport"). We have appreciated our discussions of the proposed project with County of Inyo Public Works Department staff, and we look forward to supporting the County's successful and timely completion of the environmental compliance process for the proposed project, including obtaining the required NEPA and California Environmental Quality Act (CEQA) approvals. As specified in our statement of qualifications, ESA has identified a knowledgeable, creative, and responsive technical team to provide environmental compliance services to the County. Steve Alverson (Project Director) and Autumn Ward (Project Manager) will lead this team and will be supported by Steve Smith (Deputy Project Manager). We are excited to begin the environmental compliance process for this important project.

As we recently discussed with you, we propose that the first phase of the environmental compliance process for the proposed project will be preparation of an Environmental Assessment (EA) to support the proposed project's compliance with NEPA. As we have noted in our discussions with County staff, the Federal Aviation Administration's (FAA's) environmental review authority covers compliance with NEPA and other federal environmental laws and regulations, and a joint document that addresses the proposed project's compliance with NEPA and CEQA, such as an Environmental Assessment/Initial Study (EA/IS), would not be accepted by the FAA. Accordingly, our initial scoping effort will be for preparation of an EA. We propose that the CEQA compliance effort for the proposed project will be covered under a separate scope of work prepared by ESA, which would build upon and maximize efficiencies related to preparation of the EA.

Our scope of work to conduct NEPA scoping services is detailed below, and our cost estimate to perform the scoping services is attached. We have also attached the detailed breakdown of our staff rates that you requested.

Project Understanding and NEPA Context

The County plans to initiate commercial airline service and related capital improvements at BIH. The proposed project comprises the following elements:

- Amendments to the Operations Specifications for:
  - Allegiant Air, with the Airbus 319 aircraft
  - United Airlines, with the CRJ700 and possible other aircraft, such as CRJ900, EMB175, and B737 aircraft, to allow scheduled commercial air service to BIH;
- Amendment of BIH's Part 139 Airport Operating Certificate to a Class I operating certificate pursuant to 14 CFR Part 139;
- Construction of a new modular multi-purpose aviation terminal and a new commercial service terminal (on previously disturbed ground) and some modifications to the existing adjacent general aviation terminal to support commercial air service;

- Modification of the Runway Safety Areas for Runways 17-35 and 12-30, including grading and drainage improvements;
- Pavement rehabilitation and 50-foot widening of Runways 12-30 and 17-35, including edge lighting relocation and associated projects;
- Addition, modification, and relocation of aircraft parking aprons, parallel and exit taxiways with lighting;
- Addition, modification, and extension of terminal area internal access roads, auto parking, and utilities;
- Construction of new ARFF and snowplow buildings;
- Construction of new AVGAS and jet fuel storage and dispensing facilities; and
- Miscellaneous other projects as depicted on the final ALP.

Approval and implementation of the proposed project requires one or more actions by the FAA. These "federal actions" require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, and Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*. Based on our understanding of the proposed project, we anticipate the environmental analysis and documentation for NEPA compliance will be accomplished in the form of an EA.

NEPA Scoping Services for the Proposed Project

Upon authorization to proceed from the County, ESA will prepare and submit to the County a detailed description and cost estimate that sets forth the work efforts required by ESA to prepare the EA. The scope of work and cost estimate will detail ESA's preparation of the EA, including project initiation and mobilization; development of the statement of the purpose and need for the proposed project; development of an aircraft activity forecast; development of alternatives that will be evaluated in the EA; description of the existing physical and environmental conditions from which environmental impacts of the proposed project will be compared; the technical analyses of the direct and indirect environmental effects of the proposed project and its alternatives for the specific impact categories listed in the FAA's 1050.1F Desk Reference; analysis of the cumulative impacts of recent and future Airport improvements; preparation of the preliminary draft, public draft, and final EA; ESA support for agency and public coordination related to the EA; and project management and meetings. As we discussed, FAA approval of the EA scope of work will be essential to the successful completion of the NEPA process. Accordingly, we have included time for ESA to participate in the County's coordination with the FAA and for ESA to address FAA comments on the draft scope of work for the EA. Our cost proposal and accompanying staff rate breakdown to complete the scoping effort is attached. We propose to perform the work described herein on a time-and-materials basis not to exceed our identified total cost. This proposal is effective for 90 days from the date of this submittal.

We appreciate your selection of ESA, and we look forward to answering any questions you have on our scope of work.

Sincerely,

Autumn Ward, CM, ENV SP
Project Manager

Steven R. Alverson
Project Director

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SCHEDULE OF FEES:

The consultant shall be compensated at the rates shown in ESA's *Cost Breakdown*, dated 11/7/2018, further detailed in the *Labor Detail and Expense Summary*, for the scope of work described in Attachment A.

ESA Cost Breakdown

Date 11/7/2018

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Director III	Michael Arnold	2	$ 91.11	$ 182.22
Senior Director III	Steven Alverson	6	$ 93.75	$ 562.50
Managing Associate II	Autumn Ward	18	$ 50.29	$ 905.22
Managing Associate II	Steven Smith	16	$ 49.04	$ 784.64

Total $ 2,434.58

$2,435

FRINGE BENEFITS

Rate	Total
48.82%	$ 1,188.56

$1,189

INDIRECT COSTS

	Rate	Total
Overhead and G&A	142.44%	$ 3,467.82

$3,468

	Rate	Total
FEE	12%	$ 850.91

$851

TOTAL COST **$7,942**

NEPA Scoping Services for Proposed Airline Service and Capital Improvements at Bishop Airport
ESA Labor Detail and Expense Summary

	Employee Names	Michael Arnold	Steven Alverson	Autumn Ward	Steve Smith		
	Labor Category	Senior Director III	Senior Director III	Managing Associate II	Managing Associate III	Total Hours	Labor Price
Task #	Task Name/Description	$ 297	$ 306	$ 164	$ 160		
1.0	Prepare Draft EA Scope and Cost Estimate	1	2	12	10	25.00	$ 4,477
2.0	Coordination with FAA		2	4	2	8.00	$ 1,588
3.0	Prepare Final EA Scope and Cost Estimate	1	2	2	4	9.00	$ 1,877
Total Hours		2	6	18	16	**42**	
Total Labor Costs		$ 594	$ 1,835	$ 2,953	$ 2,560		**$ 7,942**

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The scope of work listed in Attachment A will not include any travel or per diem payments. Any future tasks which involve these payments must include agreed upon rates in Attachment C to that amendment, requiring approval by the Board of Supervisors.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SEE ATTACHED INSURANCE PROVISIONS

EXHIBIT B

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 appropriates 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

County Administrator - Purchasing

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Emma Bills

SUBJECT: Forgoing Surplus Public Auction

RECOMMENDED ACTION:
Request Board: A) declare certain property surplus; B) due to the COVID-19 social distancing requirements, forgo a public auction for the Fiscal Year 2019-2020; C) authorize the transfer of county surplus on Wednesday, June 24, 2020, to public agencies per Government Code Section 25365 and to non-profit corporations per Government Code Section 25372 *by appointment only;* and D) allow the destruction of remaining surplus items at an estimated value under $1,500 *(4/5ths vote required).*

SUMMARY/JUSTIFICATION:
The County has a "Fixed Asset Policy" which allows for the sale by public auction of County equipment to the public every six months. The County currently has miscellaneous surplus items in storage (e.g., desks; chairs; printers; shelves; typewriters; computer equipment will all hard drives swiped clean or in most cases removed; etc.).

However, due to the local and statewide social distancing requirements, staff is recommending and requesting the public auction be put on hold.

The Fixed Asset Policy also allows the County to offer surplus items to other public agencies, per Government Code Section 25365, and to non-profit corporations, per Government Code Section 25372. Staff requests permission to still offer the surplus items to these entities but by appointment only, to minimize the risks of COVID-19 spread and comply with social distancing requirements.

Per County Code, all items in surplus and slated for sale are valued at less than $5,000 and not subject to the requirements of County Code Section 6.28.040.

Due to storage issues, staff also requests permission to destroy remaining surplus items valued at $1,500 or less.

BACKGROUND/HISTORY OF BOARD ACTIONS:
N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose to hold the public auction, but this is not recommended for public health reasons at this

time.

OTHER AGENCY INVOLVEMENT:
The Maintenance Department will assist in the sale.

FINANCING:
N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis	Created/Initiated - 6/10/2020
Emma Bills	Approved - 6/11/2020
Marshall Rudolph	Approved - 6/11/2020
Clint Quilter	Final Approval - 6/11/2020

County of Inyo

Health & Human Services/Probation

TIMED ITEMS - ACTION REQUIRED

MEETING: June 16, 2020

FROM:

SUBJECT:

RECOMMENDED ACTION:
Request Board adopt proposed Resolution No. 2020-27 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving the Proposed Purchase of Certain Real Property in Lone Pine (APN: 0050680500) and Authorizing and Ratifying the Health and Human Services Director's Signature on an Agreement and Such Other Documents as may be Necessary to Consummate the Purchase and Close Escrow, Including Signing a Certificate of Acceptance," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:
It is proposed that the County purchase certain real property located on 310 and 312 Jackson Street in the Lone Pine area of the County, owned by the Bruce and Dorothy Branson Revocable Trust. Health and Human Services Department currently leases and utilizes one unit of a duplex on the Property for an existing wellness-center facility. If the Property is purchased, then HHS will be swapping that to the other unit of the duplex and reducing the wellness center footprint to allow for public assistance staff (currently in the building behind SIH) to relocate and have work space available for them and for itinerant staff from SUD, Mental Health, CPS, and Probation. Probation will have a designated work space and there will be interviews shared by probation/HHS for the purpose of providing 1:1 services, as well as designated group meeting areas for group services. The Wellness Center portion, when not in use by wellness center, will also be shared meeting space.

Currently, the combined total monthly costs associated with leasing space for the Wellness Center, Probation, and general HHS services is $3,379.85. HHS and Probation expect to realize an overall cost savings within approximately 5 years through the purchase of this property. Additionally, consolidating our offices in one building located near the Senior Center will allow the departments to provide an area resource center that allows for improved access to services by the public.

The HHS Director has already entered into an agreement to purchase the property in "as is" condition for $195,000 and escrow has been opened at Inyo-Mono Title. The purchase is subject to several conditions, including your Board's ratification and approval of the purchase in your sole discretion at a public meeting. Notification of the County's intention to purchase the property has been duly published. A copy of the purchase and sale agreement is attached.

The current and future uses of the Property have been reviewed by Planning and found to be "permitted uses" under the applicable zoning designation (C-3), meaning no additional land-use entitlements are necessary.

The proposed purchase is a "project" under the California Environmental Quality Act (CEQA). Staff believes that the proposed purchase is exempt from CEQA review under the "existing facilities" CEQA exemption because the Property is already used as the site of an existing facility and there will be only a negligible expansion of the Property's use after purchase. That expansion is expected to result in only a slight uptick in client traffic at the facility, which is already very light (3-5 people a day). Thus, staff also believes that the purchase is exempt from CEQA review under the "common sense" CEQA exemption because it can be seen with certainty that there is no possibility the project will have a significant effect on the environment.

The proposed resolution would approve the proposed purchase and ratify and authorize the HHS Director to take such other steps as will be necessary to close escrow and complete the transaction. It also finds for the record that the purchase is exempt from CEQA for the reasons described above.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose not to approve the purchase. This alternative is not recommended because it will cost more money in the long run due to the ongoing rent expenses that would continue in the absence of a purchase.

OTHER AGENCY INVOLVEMENT:
Probation Department

FINANCING:
The purchase price is $195,000, which is included in the CAO-ACO Budget #010201 in Structures and Improvements Object Code #5640. The resolution also authorizes such additional funds as may be necessary for escrow expenses, which are split between the buyer and seller.

ATTACHMENTS:
1. Resolution re: Branson property purchase
2. Branson Purchase Agreement

APPROVALS:

Marshall Rudolph	Created/Initiated - 6/3/2020
Marilyn Mann	Approved - 6/3/2020
Jeffrey Thomson	Approved - 6/11/2020
Clint Quilter	Approved - 6/11/2020
Darcy Ellis	Approved - 6/11/2020
Sue Dishion	Approved - 6/11/2020
Marshall Rudolph	Approved - 6/11/2020
Amy Shepherd	Final Approval - 6/11/2020

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
APPROVING THE PROPOSED PURCHASE OF CERTAIN
REAL PROPERTY IN LONE PINE (APN: 0050680500) AND
AUTHORIZING AND RATIFYING THE HEALTH AND
HUMAN SERVICES DIRECTOR'S SIGNATURE ON AN AGREEMENT
AND SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO
CONSUMMATE THE PURCHASE AND CLOSE ESCROW,
INCLUDING SIGNING A CERTIFICATE OF ACCEPTANCE

WHEREAS, the County has proposed to purchase certain real property located on 310 and 312 Jackson Street in the Lone Pine area of the County, owned by the Bruce and Dorothy Branson Revocable Trust, described as Assessor's Parcel Number 0050680500 and by the legal description attached hereto as Exhibit "A" ("the Property"); and

WHEREAS, notice of the County's intention to purchase the Property has been duly provided pursuant to Government Code section 25350; and

WHEREAS, the County's Health and Human Services Department ("HHS") currently leases and utilizes one unit of a duplex on the Property for an existing wellness-center facility; and

WHEREAS, after the Property is purchased, that existing facility use will continue and with only a negligible expansion involving the creation of workspace for HHS and Probation staff; and

WHEREAS, such uses of the Property are all "permitted" under the applicable zoning designation (without any land-use entitlements); and

WHEREAS, the County anticipates only a slight uptick in client traffic, which is light to begin with, as a result of the expansion in the existing use; and

WHEREAS, it can be seen with certainty that there is no possibility that the proposed purchase will have a significant effect on the environment; and

WHEREAS, the County has conducted appropriate due diligence with respect to the proposed purchase; and

WHEREAS, an escrow for the transaction has been opened with Inyo-Mono Title and certain documents are needed for closing, including this Resolution of the Board of Supervisors and a certificate of acceptance for the deed conveying the property to the County (see Government Code Section 27281); and

WHEREAS, the Board finds the proposed purchase to be in the public's interest and wishes to formally approve and authorize it;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo as follows:

SECTION ONE: The Board hereby approves and authorizes the purchase of the aforementioned Property (APN: 0050680500) for the price of one hundred and ninety-five thousand dollars ($195,000), plus such other expenses (if any) associated with due diligence and the close of escrow as the Health and Human Services Director may deem appropriate, in

an amount not to exceed five thousand dollars ($5,000). The Board hereby authorizes and ratifies the Health and Human Services Director's signature on an agreement to acquire said Property and any other documents necessary to consummate the purchase, including but not limited to opening and closing escrow, and further authorizes the Health and Human Services Director to sign a certificate of acceptance for the deed conveying the property to the County (see Government Code Section 27281). The Health and Human Services Director is further authorized to take such other actions (e.g., releasing funds) as may be necessary to close escrow on the transaction.

SECTION TWO: The County's future use of the Property after acquisition is exempt from CEQA review under the "existing facilities" and "common sense" exemptions (15 Cal. Code of Regulations §§ 15301 and 15061(b)(3).)

PASSED AND ADOPTED by the Board of Supervisors, County of Inyo, State of California, this 16th day of June 2020, by the following vote:

AYES:
NOES:
ABSENT:

_____
Chairperson
INYO COUNTY BOARD OF SUPERVISORS

ATTEST: Clint Quilter
Clerk of the Board

by: _____
Darcy Ellis, Assistant

EXHIBIT “A”

Lots 6 and 7, except the easterly 50 feet of both lots, Block 6, Lone Pine Townsite, in the Town of Lone Pine, County of Inyo, State of California, as per map recorded in Book 1, Page 53 of Maps of Record in the office of the County Recorder of said County.

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this "Agreement") dated June 1, 2020, for reference purposes, is made by and between the Bruce and Dorothy Branson Revocable Trust ("the Seller") and the COUNTY OF INYO, a political subdivision of the State of California ("County"). The Seller and County together may be collectively referred to as "the Parties" hereinafter.

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are set forth below. Telephone and facsimile numbers are included for information only.

The Seller:

Bruce and Dorothy Branson
Revocable Trust
Attn: Elizabeth Branson, Trustee
PO Box 812
Lone Pine, CA 93545
(760) 614-0770

Copies of any notice to the Seller shall also be sent to:

Bruce and Dorothy Branson
PO Box 279
Lone Pine, CA 93545
(760) 614-0004

County:

County of Inyo
Dept. of Health and Human Services
163 May Street
Bishop, California 93514
Attn: Marilyn Mann, Director
Tel: (760) 873-3305

Copies of any notice to County should also be sent to:

Office of the County Counsel
P.O. Box M
Independence, California 93526
Attn: Marshall Rudolph
Tel: (760) 878-0229

B. The Seller is the current owner of certain real property, located at 310 and 312 Jackson Street, Lone Pine, California, Assessor's Parcel Number 0050680500, which is more specifically described in Exhibit A, inclusive of any and all improvements, buildings, and all rights appurtenant thereto that were not excepted therefrom or reserved unto the City of Los Angeles in that certain deed to Seller's successors in

interest (Arnold and Ruby Branson) recorded on September 11, 1980 (referred to herein as the "Property"). The Property is the subject of this Agreement. The Property is being sold unfurnished, except for any refrigerators, washers, dryers, or other major appliances. The Property is being sold in "as is" condition.

TERMS AND CONDITIONS

The Parties agree as follows:

1. Purchase and Sale.

(a) Seller agrees to sell to County, and County agrees to purchase from Seller, the Property on the terms and conditions set forth herein. The date first written above shall be the "Effective Date."

(b) Seller will convey the Property to County by grant deed subject to the terms and conditions of this Agreement.

2. Purchase Price.

(a) Subject to satisfaction or waiver of the contingencies specified in Section 4 of this Agreement ("Conditions of Closing"), Seller agrees to sell to County and County agrees to buy from Seller the Property for a purchase price equal to **One Hundred and Ninety-Five Thousand Dollars ($195,000.00)** (the "Purchase Price").

(b) Method of Payment. The Purchase Price shall be payable in cash on Close of Escrow (as defined below).

3. Conditions of Closing. The Parties' respective obligations to close the purchase and sale of the Property shall be conditioned upon all of the following:

(a) Seller's and County's receipt of all necessary approvals and authorizations regarding each party's execution of this Agreement, and authorizations to bind each party to the obligations, terms and conditions contained herein. The Parties shall use best efforts to accomplish the foregoing as soon as reasonably practicable but not later than by August 31, 2020.

(b) Compliance with all applicable laws and regulations governing the purchase of the Property, including but not limited to Government Code Section 25350. The Seller acknowledges that notwithstanding any other portion of this Agreement to the contrary, the County cannot consummate its purchase of the Property until after it has duly published a Notice of Intention in accordance with Government Code Section 25350 and held a public meeting at which the Board will make its final decision of whether or not to consummate the transaction in its sole discretion.

(c) County approval of the physical characteristics and condition of the Property and its resources, including but not limited to the physical condition of the soil, the presence of Hazardous Substances (as defined in Section 7(a) below), and other physical characteristics, location of easements and rights of way, encroachments, access, water supply and drainage. The Seller agrees to allow County, its agents and employees, access to the Property in order to make such reasonable inspections and/or tests of the Property as the County deems necessary for purposes of evaluating whether this contingency is satisfied.

(d) County approval of the condition of title of the Property based on any preliminary title reports, surveys, and any other information prepared for the County or coming to the County's attention, whether recorded or not, that reasonably affects the condition of title. Such information includes but is not limited to any legal obligations or responsibilities, notices, lis pendens, property boundaries, acreage, litigation, water rights and claims filed against those rights, encroachments, licenses, nuisances, or any encumbrances running with the land, including but not limited to: deeds of trust; easements; leases; liens; agreements; judgments; Declarations of Covenants, Conditions, and/or Restrictions; or other encumbrances or clouds on title. The Seller agrees to allow County, its agents and employees, access to the Property in order to make such inspections of the Property as the County deems necessary for purposes of evaluating whether this contingency is satisfied.

(e) County's ability to obtain title insurance policy at closing in a form acceptable to County.

(f) Vacation of the premises by Seller and any other persons occupying the Property.

If any of these conditions are not satisfied as of the date set forth above, if any, either party may terminate this Agreement by written notice to the other party and the Parties shall have no further obligations hereunder.

4. **Maintenance and Management of Property**. The Seller agrees to have the Property delivered at the Close of Escrow in substantially the same order and condition as on the date this Agreement is executed, except for any actions taken by the Seller to prudently manage the Property, to comply with applicable law, and as otherwise provided in this Agreement.

5. **Right To Inspect Files and the Property**. During the Term, the Seller shall make all relevant files and documents (other than those which are attorney-client privileged and/or otherwise confidential by agreement) concerning the condition of the Property available to County, its employees and agents, for inspection and copying during normal business hours, at times agreeable to the Parties.

6. **Disclosures, Representations, and Warranties**.

(a) Specific Disclosures. Subject to satisfaction or waiver of the contingencies specified in Section 3 of this Agreement ("Conditions of Closing"), the following facts and information shall be deemed disclosed to County by Seller and/or County shall be deemed to have actual knowledge of the same: none specified.

(b) Representations and Warranties. The Seller makes the following representations and warranties: (1) no later than the Close of Escrow, the Seller will have the power to sell, transfer and convey all right, title and interest in and to the Property; (2) the Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code; (3) the Seller has not entered into and will not enter into any lease agreement or contract, or executed any grant or transfer, with respect to the use or

ownership of the Property; (4) Hazardous Substances (as defined in Section 7(a) below) are not present on, under, or about the Property; (5) the physical characteristics of the Property are as described in the preliminary title report and any other information provided by Seller to the County in connection with this purchase and sale; (6) there are no easements (including but not limited to prescriptive easements), leases, options, licenses, or other third party rights to purchase or use the property, unpaid bills in connection with any work on the Property, adverse parties in possession of any portion of the Property, restrictions, claims, lawsuits, liens, violations of law, judgments, creditors, or encumbrances or clouds affecting the title to the Property, other than those matters which are expressly set forth in the Title Report (as defined below in Section 9).

7. **Hazardous Substances; Hold Harmless; General Release.**

(a) Definition: Hazardous Substances. The term "Hazardous Substance(s)" as used in this Agreement means any substance which is: (1) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law; (2) a petroleum hydrocarbon, including crude oil or any fraction thereof; (3) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant; (4) regulated pursuant to any Environmental Law(s); (5) any pesticide regulated under state or federal law; or (6) any tank or container which contains or previously contained any Hazardous Substance(s). The term "Environmental Law(s)" means each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety or the environment, now and forever.

(b) Hold Harmless. Seller agrees to hold the County harmless and to indemnify and defend it with respect to any claims, lawsuits, proceedings, damages, or losses of any kind (including litigation costs and attorneys fees) that the County as a direct result of becoming the owner of the Property may incur after acquiring the

Property from Seller with respect to any Hazardous Substances which, as of the date the County acquires the Property from Seller, existed on, under, or about the Property or with respect to any past, present, or future violations of any rules, regulations or laws, now or hereafter enacted, regulating or governing the use, handling, storage or disposal of such existing or previously existing Hazardous Substances, including but not limited to the following: the federal Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") (42 USC §9601 et seq.), as amended, and any related or similar law, rule or regulation; the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code, Section 25300 et seq.), as amended and any related or similar law, rule or regulation; and common law.

(c) General Release. As a material inducement to and as additional consideration for the County to enter into this Agreement, the Seller hereby irrevocably and unconditionally releases, acquits, and forever discharges the County and its successors, predecessors, assigns, officers, employees, agents, representative, attorneys, and affiliated entities, and all persons acting by, through, under or in concert with them, from any and all charges, grievances, complaints, claims, liabilities, obligations, promises, agreements, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs) actually incurred of any nature whatsoever, known or unknown, suspected or unsuspected which Seller or any related person or entity, now has, owns or holds, or claims to have, own or hold, against the County or any of the other related persons or entities as described above.

8. Escrow.

(a) The Parties shall open an escrow with Inyo-Mono Title Insurance Company ("Escrow Holder") for the purpose of depositing funds and otherwise closing the purchase and sale of the Property. A fully-executed copy of this Agreement shall be deposited with the Escrow Holder for purposes of opening the escrow and providing instructions to the Escrow Holder. For those matters not specifically addressed herein, Escrow Holder's standard escrow instructions shall be applicable. Where there is a

conflict between the provisions of this Agreement and the provisions of Escrow Holder's standard escrow instructions, the provisions of this Agreement shall control.

(b) Close of escrow shall occur no later than August 31, 2020, assuming all of the conditions set forth in Section 4 above have been satisfied or waived (hereinafter "Close of Escrow"). Prior to close of escrow, County shall deposit funds in the amount of the Purchase Price with the Escrow Holder, together with such additional escrow instructions, documents, or funds as are reasonable and necessary to carrying out the provisions of this Agreement.

9. **Title**. The parties shall cause the Escrow Holder or other mutually-acceptable party to prepare a Title Report based on a California Land Title Association (CLTA) standard coverage policy, the cost of which shall be paid by the Seller along with the cost for a policy of CLTA title insurance which shall also be provided through escrow with respect to the transaction. Seller shall convey to County marketable fee simple title to the Property, free and clear of all monetary liens or encumbrances, including deeds of trust, except: (a) the lien for nondelinquent real property taxes; (b) any exceptions set forth in the Title Report that are approved in writing by the County, which approval shall not be unreasonably withheld provided the exceptions do not materially alter the County's ability to acquire and use the Property; (c) the standard printed exceptions or exclusions on a California Land Title Association (CLTA) standard coverage policy; and (e) any other matters approved by County, provided however that no such other County approvals shall have the effect of or be construed as waiving Seller's obligations under this section with respect to conveying free and clear title.

10. **Closing Expenses and Fees**. Seller and County shall equally share all costs, expenses, and charges required for escrow and closing of this transaction.

11. **Public Information**. The Parties agree that except to the extent otherwise provided by applicable state or federal law, any and all information, documents and/or reports provided by the Seller to County shall be public information.

12. **Notices**. All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto personally by hand, by courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given or delivered: (a) if sent by mail, when received by the party to be notified; or (b) if delivered by hand, courier service or Express Mail, when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

13. **Remedies Upon Default**. In the event either party defaults in the performance of any of its obligations under this Agreement, the other party shall be entitled to pursue such remedies as are provided in this Agreement or by law or equity.

14. **Broker's Commission**. Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the Parties to this Agreement, the party against whom the claim is asserted will hold the other party harmless from said claim.

15. **Time of the Essence; Dates**. Time is of the essence of this Agreement. In the event that any date specified in this Agreement falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

16. **Binding on Successors**. This Agreement shall be binding not only upon the Parties but also upon their successors, assigns.

17. **Assignment**. The Parties may not assign their interests under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

18. **Entire Agreement; Modification; Waiver**. This Agreement constitutes the entire agreement between County and the Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of

this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

19. **Severability**. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect, provided that the intent of the Parties shall not be impaired thereby.

20. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. **Representation by Counsel**. Seller acknowledges that this Agreement is entered into and executed voluntarily and without duress or undue influence on the part or on behalf of the County. The parties further acknowledge that they have been or have had the opportunity to be represented by legal counsel with respect to the negotiation and preparation of this Agreement or have knowingly waived their right to do so, and that they are fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party as the drafter of this Agreement.

22. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

IN WITNESS of the foregoing provisions the Parties have signed this Agreement below:

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THE SELLER:

The Bruce and Dorothy Branson Revocable Trust

By: _____
Bruce Branson, Co-Trustee

By: _____
Elizabeth Branson, Co-Trustee

COUNTY:

The County of Inyo, a Political Subdivision of the State of California

By: _____
Marilyn Mann, Director
Inyo County Health and Human Services

APPROVED AS TO FORM:

_____
Marshall S. Rudolph, County Counsel

EXHIBIT A

Lots 6 and 7, except the easterly 50 feet of both lots, Block 6, Lone Pine Townsite, in the Town of Lone Pine, County of Inyo, State of California, as per map recorded in Book 1, Page 53 of Maps of Record in the office of the County Recorder of said County.

County of Inyo

Public Works - Road Dept.

TIMED ITEMS - ACTION REQUIRED

MEETING: June 16, 2020

FROM: Chris Cash

SUBJECT:

RECOMMENDED ACTION:
Request Board: A) read title and waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 12.20 to the Inyo County Code and Amending Chapter 12.08 of the Inyo County Code," and schedule enactment for 10:30 a.m. July 7, 2020, in the Board of Supervisors Chambers, County Administrative Center, Independence; and B) approve Resolution No. 2020-28, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting the Inyo County Cost Sharing Policy for the Maintenance of the Streetside Apron," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:
During the May 26, 2020 Board of Supervisors meeting, Public Works and County Counsel conducted a workshop regarding a proposed right-of-way / tree ordinance and a proposed cost-sharing policy to assist homeowners with streetside apron maintenance. Your Board and the public provided Public Works with feedback regarding some changes that they would like to see to the proposed ordinance. Specifically, these comments consisted of 1) adding a reference to the ANSI A300 standard for tree maintenance and 2) thinking of way to increase community engagement.

In response to #1, Public Works has added a reference to the ANSI standard to the ordinance. In response to #2, Public Works is prepared to discuss with your Board various methods by which Inyo County could, if your Board desires, create a committee of citizens to provide feedback and advice to the Board regarding tree-related issues.

In addition to the ordinance presented to your Board on May 26, which will be added to the Inyo County Code as Chapter 12.20, Public Works has also made some "clean-up" changes to Chapter 12.08 of the Inyo County Code. These changes were necessary because Chapter 12.08 makes some references to vegetation and trees. However, the rules set out in Chapter 12.08 were somewhat confusing and incomplete, particularly in light of the new system imposed by Chapter 12.20. Thus, Public Works has made some edits to Chapter 12.08 to ensure consistence between Chapter 12.08 and Chapter 12.20 and to clarify some of the confusing provisions of Chapter 12.08.

The proposed ordinance, with the above revisions, is now before your Board for consideration and to begin the enactment process. Additionally, the proposed cost-sharing policy is now before your Board for formal adoption via a resolution.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose to not enact the proposed ordinance and/or resolution. Alternately, your Board could choose to provide further direction to staff to make addtional edits to the ordinance and/or resolution.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:
1. 2020-06-08 Right of Way Ordinance
2. 2020-06-08 Cost Sharing Policy Resolution

APPROVALS:

Grace Chuchla	Created/Initiated - 6/8/2020
Darcy Ellis	Approved - 6/8/2020
Grace Chuchla	Approved - 6/8/2020
Marshall Rudolph	Approved - 6/11/2020
Michael Errante	Approved - 6/11/2020
Chris Cash	Final Approval - 6/11/2020

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 12.20 TO THE INYO COUNTY CODE AND AMENDING CHAPTER 12.08 OF THE INYO COUNTY CODE RELATED TO VEGETATION MANAGEMENT WITHIN THE RIGHT-OF-WAY

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to add Chapter 12.20 to the Inyo County Code and amend Chapter 12.08 of the Inyo County Code to clarify certain responsibilities and rules surrounding the maintenance of trees and vegetation in the County highway, in the streetside apron / sidewalk, and on private property.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to general police power possessed by the Inyo County Board of Supervisors as a means to protect public health and safety, preserve community aesthetics, and ensure the accessibility of Inyo County's roads and pedestrian areas.

SECTION THREE. MODIFICATIONS TO TITLE 12.

Chapter 12.20, attached hereto as Exhibit A, is hereby added to Title 12 of the Inyo County Code. Chapter 12.08 of the Inyo County Code is hereby amended as shown in Exhibit B. All other sections of Title 12 are not modified.

SECTION FOUR. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION FIVE. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION SIX. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

PASSED AND ADOPTED this _____ day of June, 2020, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

Exhibit A

Inyo County Code Chapter 12.20 – County Roads and Trees Policy

12.20.010 Definitions

As used in this Chapter, the following terms shall have the following meanings:

1. "Adjacent to" or "abuts" shall mean and refer to any two parcels of land or areas of land that share a common boundary line.
2. "County highway" shall mean and refer to the entire width of the right-of-way that has been dedicated to and accepted by the County for highway purposes, minus the area that constitutes the "streetside apron," as that term is defined below.
3. "County highway vertical clearance area" shall mean and refer to the area directly above a County highway to a height of 14 feet. For paved sidewalks, the vertical clearance area shall be measured in a straight line directly up from the face of the curb. For unpaved sidewalks, the vertical clearance area shall be measured in a straight line directly up from the outer edge of the pavement.
4. "Streetside apron" shall mean and refer to the portion of the County highway that is bounded by private property on one side and, in the case of unpaved sidewalks, the edge of the pavement on the other side. In the case of paved sidewalks, "sidestreet apron" shall mean and refer to the portion of the County highway that is bounded by private property on one side and the face of the curb on the other side.
5. "Private property" shall mean and refer to the land that abuts the sidestreet apron over which the owner has exclusive and absolute rights such that the owner may exclude the public from the land.
6. "Tree" shall mean and refer to any woody perennial plant having a single main axis, stem, or trunk, exceeding 8 feet in height.
7. "Vegetation" shall mean and refer to any plant that is not a tree.

12.20.020 Responsibility of property owner for maintenance of the streetside apron

Property owners shall be solely responsible for the maintenance of any streetside apron that is adjacent to any portion of their property. The streetside apron must be maintained in a manner that permits the safe and unobstructed passage of pedestrian traffic.

Maintenance responsibilities include, but are not limited to:

1. Maintaining trees in a properly trimmed state so that their branches do not present a hazard to pedestrians, vehicles, or private property and do not pose an excessive fire or fall hazard.
2. Maintaining trees in accordance with the standards set forth by the American National Standards Institute Standard for Tree Pruning (ANSI A300), as it may be amended from time to time.

3. Removing or remedying trees that are dead, seriously diseased, badly out of balance, or in the process of falling.
4. Trimming vegetation so that it does not obstruct travel on the streetside apron or present a hazard to pedestrians, vehicles, or private property.
5. Keeping the streetside apron free of permanent obstructions, refuse, junk, or any other large objects that would impede pedestrian travel.
6. Ensuring that paved sidewalks are not excessively cracked, lifted, or vertically displaced.
    a. A crack greater than 2 inches in width is deemed excessive per se.
    b. A vertical displacement or lift greater than 1 inch is deemed excessive per se.
7. Ensuring that paved sidewalks meet all structural and accessibility requirements set out in the Americans with Disabilities Act and the California Building Code.

A property owner shall be responsible for any nonconformance with the responsibilities listed above, regardless of the source or cause of the nonconformance.

Nothing in this section shall be interpreted to prohibit the parking of a properly registered and operable vehicle on an unpaved streetside apron if parking is otherwise permitted in that area.

12.20.030 Responsibility of property owner for maintenance of private property

Property owners shall be solely responsible for the maintenance of any trees or vegetation located on private property. Trees and vegetation located on private property must be maintained in a manner that minimizes, to the greatest extent possible, any hazards or nuisances posed by trees and vegetation.

Maintenance responsibilities for trees and vegetation located on private property include, but are not limited to:

1. Maintaining trees in a properly trimmed state so that their branches do not present a hazard or a nuisance to pedestrians, vehicles, or neighboring property.
2. Maintaining trees in accordance with the standards set forth by the American National Standards Institute Standard for Tree Pruning (ANSI A300), as it may be amended from time to time.
3. Removing or remedying trees that are dead, seriously diseased, badly out of balance, or in the process of falling.
4. Trimming vegetation so that it does not impede the access of emergency responders, encroach on neighboring property, or present a fire hazard.

12.20.040 Permitting requirements for the maintenance or removal of existing trees and vegetation in the streetside apron

Nothing in this Chapter shall be interpreted to require a property owner to seek permission from Inyo County before trimming, maintaining, or removing a tree or vegetation in the streetside

apron or on private property; provided, however, that this Chapter shall not exempt a property owner from seeking the required permits from any County department should the trimming, maintenance, or removal of a tree or vegetation cause the property owner to engage in an ancillary activity, such as encroaching on a County highway, that would otherwise require a permit.

12.20.050 Permitting requirements for the addition of new trees in the streetside apron

No plant that is reasonably anticipated within 10 years to reach a size that would qualify it as a tree shall be placed in any streetside apron in Inyo County until the Inyo County Public Works Department has, in their sole discretion, approved the kind, variety, and location of the tree and granted a permit for planting the tree.

In deciding whether to grant or deny a permit, the Inyo County Road Department may consider the following nonexclusive factors:

1. Whether the tree is of a type that can be reasonably anticipated to cause damage to or obstruct the County highway or streetside apron.
2. Whether the tree is of a type that can be reasonably anticipated to cause damage to surrounding properties.
3. Whether the tree is of a type that can be reasonably anticipated to thrive in the climate where it will be located.
4. Any other factors that the Road Department considers necessary due to the unique circumstances of the property.

12.20.060 Abatement procedures should a property owner not maintain the streetside apron or private property

The failure of a property owner to maintain the streetside apron adjacent to his or her private property in compliance with the standards described in Section 12.20.020 and/or to maintain their private property in compliance with the standards described in Section 12.20.030 is hereby declared to be a nuisance per se. Any County official may seek to abate a violation of Section 12.20.020 or Section 12.20.030 per the procedures described in Inyo County Code Section 22.12.050; provided, however, that if the failure to maintain the streetside apron or private property results in an encroachment in to the County highway or the County highway vertical clearance area, then the abatement procedures described in section 12.20.070 shall apply.

12.20.070 Abatement of tree and vegetation encroachments on County highways

Should a private property owner fail to maintain the streetside apron or their private property such that vegetation or trees encroach into the County highway or the County highway vertical clearance area, the following abatement procedures shall apply:

1. If an encroachment is determined to exist, the Inyo County Road Commissioner or his or her designee shall notify the involved property owner and/or legal occupant in writing.
2. The written notification shall contain the following information:
    a. That the property is causing a prohibited encroachment on the County highway and/or County highway vertical clearance area;
    b. That the property owner has 60 days to remedy the encroachment;
    c. That, if the encroachment is not removed within 60 days, the County reserves the right to remove the encroachment and bill the property owner for costs incurred in removing the encroachment.
3. If the encroachment is not removed within 60 days, the Inyo County Road Commissioner shall send a second letter to the property owner or legal occupant informing him or her of the date on which the County will remove the encroachment.
4. Should the property owner fail to remedy the encroachment by the date stated on the second letter, the Inyo County Road Commissioner may perform all maintenance necessary to ensure the safety of the County highway and the preservation of the County highway vertical clearance area. All costs including, without limitation, reasonable administrative and attorney fees associated with the removal of the encroachment shall be charged to the property owner. Any fine and/or cost of removing the encroachment may be recorded as a lien against the property.

The Inyo County Road Commissioner, in their discretion, may shorten the 60 day period for the property owner or legal occupant to remedy the encroachment based on a determination that the encroachment poses an imminent threat to public safety, substantially impedes vehicular traffic, or poses an imminent threat to the structural integrity of the County highway.

A property owner or legal occupant may appeal an order of abatement served pursuant to this section via the procedures and deadlines set out in Inyo County Code § 22.12.050(C) and 22.12.050(D).

All powers granted by this section shall be in addition to the powers given to the Inyo County Road Department by state and federal law and the Inyo County Code regarding the abatement of encroachments on County highways. Nothing in this section shall be interpreted to limit any power granted to the Inyo County Road Department by state or federal law regarding the abatement of encroachments on County highways.

Exhibit B

Chapter 12.08 – Encroachments on Highways

12.08.010 Definitions.

Unless the context otherwise requires, the definitions and general provisions set forth in this section govern the construction of this chapter:

A. "County road commissioner" means the county road commissioner of Inyo County;

B. "Encroach" includes going upon or using a public highway for any of the following purposes:

1. Excavating or disturbing the public highway,

2. Erecting or maintaining any post, sign, pole, loading platform or other structure on the public highway,

3. Leaving on the public highway any rubbish, brush, earth or other material of any nature whatsoever,

4. Constructing, placing or maintaining on the public highway any pathway, sidewalk, wall, culvert or other drainage facility, pipe, conduit or cable, traveling on the public highway by any vehicles or object of dimensions, weight or characteristic not permitted by law;

C. "Public highway" means the full width of any paved or unpaved road, street, lane or alley, including any shoulder, used by or for the general public whether or not those roads, streets, lanes and alleys have been accepted as and declared to be part of the county system of public highways except highways forming a part of the state highway system or privately owned road, so posted;

12.08.020 Right of lawful use.

Any permit granted under this chapter shall be subject to the right of the county, or any other person or persons, firm, corporation, district or other body of persons entitled thereto, to use that part of the public highway for any purpose for which it may be lawfully used, and no part of the highway shall be unduly obstructed at any time.

12.08.030 Exceptions.

This chapter shall not apply to any officer or employee of the county in the discharge of his official duties, or to any work being performed by any person or persons, firm or corporation under contract with the county.

12.08.040 Permit—Required when.

It is unlawful for any person, firm, corporation or other body or association of persons, without first obtaining an encroachment permit, to

1. Make or cause to be made any excavation of any nature whatever within, upon or under the limits of any public highway;
2. Make or cause to be made any alteration of any nature within, upon or under any public highway;
3. Construct, put upon or leave thereon, or to cause to be constructed, put upon, maintained or left thereon any obstruction or impediment of any nature whatsoever in any public highway,
4. Place any pipeline, conduit or other fixture in any public highway
5. Move over or cause to be moved over the surface of any public highway, or over any bridge, viaduct or other structure maintained by the county, any vehicle or combination of vehicles, or other object of dimension or weight in excess of that permitted by law.
6. Otherwise encroach upon any public highway.

Nothing in this section shall be construed to require a permit for any activities that, per Chapter 12.20, may be performed without a permit.

12.08.050 Permit—Issuance.

The encroachment permits required by this chapter shall be issued by the county road commissioner subject to conditions set forth in this chapter or required by law. The Board of Supervisors shall, by resolution, establish a fee schedule for such permits. The fee shall be calculated so as to recover the total cost of administration and enforcement of all rules and regulations surrounding encroachment permits, but shall not exceed the actual cost of the regulatory program authorized by this Chapter.

12.08.060 Encroachment Permit—Application.

The county road commissioner shall prescribe and provide a regular form of application for the use of any applicant for an encroachment permit required by this chapter. The application form shall contain space for the name, address and principal place of business of the applicant, together with such details as in the judgment of the county road commissioner are necessary to establish the exact location, dimensions, duration and purpose of the proposed use or other encroachment. The application form shall be completed and signed by the applicant and thereafter filed in the office of the county road commissioner.

12.08.070 Violation—Penalty.

Any person, firm, corporation or other body or association of persons who violates this chapter is guilty of a misdemeanor and is punishable as provided in Section 1.20.010. Each day's violation of this chapter is a separate offense. Any violation of this Chapter may also be

punished pursuant to the abatement procedures and fines set out in Cal. Streets & Highway Code, Division 2, Chapter 6 (section 1480, *et seq.*), as may be amended from time to time.

RESOLUTION NO. 2020 -_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADOPTING THE INYO COUNTY COST SHARING POLICY FOR THE MAINTENANCE OF THE STREETSIDE APRON

WHEREAS, the Inyo County Board of Supervisors recently added Chapter 12.20 to the Inyo County Code to clarify issues surrounding the proper maintenance of trees on County roads, the streetside apron, and private property; and

WHEREAS, in an effort to encourage property owners to comply with the responsibilities and requirements set out in Chapter 12.20, the Inyo County Board of Supervisors wishes to provide some assistance to property owners when it comes to tasks related to the maintenance of the streetside apron; and

WHEREAS, the attached Inyo County Cost Sharing Policy for the Maintenance of the Streetside Apron sets out various methods by which the County will provide assistance to property owners for tasks related to the maintenance of the streetside apron; and

WHEREAS, the Board therefore wishes to adopt the attached Inyo County Cost Sharing Policy for the Maintenance of the Streetside Apron as the official policy of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo that

1. The Inyo County Cost Sharing Policy for the Maintenance of the Streetside Apron is hereby adopted as the official policy of Inyo County.
2. The Director of Public Works, or his or her designee, shall have the authority to manage all aspects of the implementation of this policy.
3. The Director of Public Works, or his or her designee, shall have the authority to discontinue, either temporarily or permanently, the assistance offered in this policy should he or she deem it unfeasible to continue to provide such assistance.

PASSED AND ADOPTED this _____ day of May, 2020, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

Exhibit A

Inyo County Cost Sharing Policy for the Maintenance of the Streetside Apron[1]

Adopted on June 16, 2020 by Board Resolution No. 20-XXX

Pursuant to Inyo County Code Chapter 12.20 and California state law, a property owner is responsible for the maintenance of any streetside apron area that abuts his or her property. This maintenance responsibility extends to both paved and unpaved streetside aprons. While such maintenance can be classified as one of the many costs of homeownership, Inyo County recognizes that these maintenance costs are often quite high. Inyo County also recognizes that sidewalks provide a benefit to the public as a whole. Therefore, via this policy, Inyo County seeks to provide assistance with various aspects of streetside apron maintenance.

Tree Maintenance

To defray the cost of tree maintenance and to promote public safety and the aesthetic value of well-trimmed trees, Inyo County seeks to work collaboratively with property owners to encourage them to keep their trees trimmed. Inyo County will therefore assist property owners by providing haul away services for tree branches or trunks that property owners have removed in the course of trimming trees located on their property.

This service shall be provided under the following terms and conditions:

1. Inyo County shall charge property owners a flat-rate fee of $25 per removal, should the property owner choose to utilize this service. This fee will cover the pick-up of tree pieces from an easily accessible place on the property, the transportation of the tree pieces to a disposal site, and any fees charged by the disposal site.
2. Tree limbs, branches, or trunks must be stacked neatly for pick up in an area immediately adjacent to a road or driveway that is accessible to a large truck. Tree limbs may not be stacked in a back yard unless the back yard has road access.
3. Any pieces of trees (i.e. limbs, branches, or trunks) must be less than 6 feet long and less than 6 inches in diameter. Any limbs longer or thicker than these dimensions must be broken down by the property owner before Inyo County will haul them away.
4. Inyo County will haul away a maximum of 5 cubic yards of tree pieces.
5. Inyo County will provide this service once every five years to each residentially zoned property in the unincorporated areas of Inyo County. Additional service may be provided at the sole discretion of the Inyo County Public Works Director.

Property owners must contact the Inyo County Public Works Department <u>before</u> they begin trimming a tree in order to determine when Public Works will be able to pick up the branches. Due to Public Works' numerous other responsibilities, this service is not available "on demand," and a pick-up generally must be scheduled at least 2 weeks in advance.

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[1] Any terms used in this policy should be interpreted as defined in Inyo County Code § 12.20.010.

Inyo County would like to remind property owners to never work in close proximity to high voltage power lines when trimming a tree. Often, if a tree is growing close to a power line, it is the responsibility of your electrical utility provider to trim the tree. Please contact your electrical utility provider if you notice trees adjacent to or on your property that are growing near power lines.

The County shall have the sole discretion to discontinue or place reasonable limitations on this service should staffing, funding, or other operational issues render it unduly burdensome to continue to provide such a service.

Paved Sidewalk Repairs and Replacement

Paved sidewalks provide a tangible benefit to both the owner of the property that they abut and the public at large. Property owners who have paved sidewalks in front of their homes enjoy increased property values and a safe and easy way to move about their community. Similarly, because sidewalks are open to the public at large, any member of the public may enjoy paved sidewalks as a place to exercise and means to move about their community.

Per California state law and Chapter 12.20 of the Inyo County Code, the maintenance of paved sidewalks is the responsibility of the adjacent property owner. This maintenance responsibility includes ensuring that paved sidewalks are maintained in a manner that permits the safe and unobstructed passage of pedestrian traffic. Specifically, this responsibility includes, but is not limited to:

- Ensuring that the sidewalk has a level surface
- Ensuring that the sidewalk is not excessively cracked
- Ensuring that the sidewalk is not lifting due to tree roots or other underground obstructions
- Ensuring that the sidewalk does not pose an unreasonable trip hazard
- Ensuring that the sidewalk is not obstructed by any manmade (e.g. junk, refuse, cars) or natural (e.g. overgrown shrubs, excessive weeds) blockages
- Ensuring that the sidewalk meets all structural and accessibility requirements set out in the Americans with Disabilities Act and the California Building Code

If the sidewalk adjacent to your property does not permit the safe and unobstructed passage of pedestrian traffic, Inyo County requires you to repair or replace it, after obtaining all necessary permits. In recognition of the fact that paved sidewalks provide both a public and private benefit and the fact that sidewalk repairs can be costly, it is the policy of Inyo County to assist property owners with the repair or replacement of paved sidewalks.

Specifically, if a property owner has determined that the sidewalk adjacent to his or her property needs to be repaired or replaced, Inyo County offers property owners the option of having the County remove of the old sidewalk and haul away the concrete at the County's expense. However, before the County will perform any demolition services for the adjacent property owner, the adjacent property owner must demonstrate compliance with the following conditions:

- Obtaining all necessary permits from any County departments that are required to approve concrete work in the sidewalk area. Generally, this will include the Building and Safety Department, the Road Department, and occasionally the Environmental Health Department.
- Obtaining any permission necessary from a homeowner's association, if the property is under the jurisdiction of a homeowner's association.
- Providing documentation from a licensed concrete contractor in which the contractor commits, to the best of his or her ability, to begin work to replace the sidewalk no later than 7 days after the County removes the old sidewalk.

Please note that all permitting requirements exist regardless of whether or not the adjacent property owner chooses to use the County's demolition and haul away services. The County shall have the sole discretion to discontinue or place reasonable limitations on this service should staffing, funding, or other operational issues render it unduly burdensome to continue to provide such a service.