



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes.

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us

(2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (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).

REGULAR MEETING April 25, 2023

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

Start Time

- 8:30 A.M.** 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): two potential cases. Facts and circumstances of Case 2: Coso Geothermal failure to pay documentary transfer tax.
- 3) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue

Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.**
- 4) **Pledge of Allegiance**
 - 5) **Report on Closed Session as Required by Law**
 - 6) **Public Comment**
Comments may be time-limited
 - 7) **County Department Reports**

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

- 8) **Amendment No. 1 to the Agreement with SWCA Environmental Consultants**
County Administrator - Emergency Services | Kristen Pfeiler

Recommended Action: Approve Amendment No. 1 to the contract between the County of Inyo and SWCA Environmental Consultants, changing Paragraph 3B – Consideration, Travel and Per Diem to read: "Contractor will be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement pursuant to Attachment B – Schedule of Fees."
- 9) **Approval of Ordinance 1295 to Revise and Clarify Procedures for Processing Groundwater Well Applications**
Environmental Health | Jerry Oser

Recommended Action: Approve ordinance 1295, titled, "An Ordinance of the Inyo County Board Of Supervisors Adding Sections 14.24.051 and 14.24.052 to the Inyo County Code to Revise and Clarify Procedures for the Processing of Applications for Groundwater Wells."
- 10) **California Mutual Aid Region I and VI Inter-Region Cooperative Agreement For Emergency Medical and Health Disaster Services/Personnel/Equipment/Supplies**
Health & Human Services - Health/Prevention | Marilyn Mann

Recommended Action: Approve the Memorandum of Understanding between the County of Inyo (Mutual Aid Region VI) and Mutual Aid Region I for the provision of Mutual Aid, for the period of 5 years, and authorize the Chairperson to sign.

11) **Award of Contract for Trash Disposal and Recycling Services**

Public Works | Michael Errante

Recommended Action: Approve the contract between the County of Inyo and Preferred Septic and Disposal, Inc. of Bishop, CA, as a sole-source provider of Trash Disposal and Recycling Services for County facilities, in an amount not to exceed \$233,000 for the period of July 1, 2023 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

12) **Sole-Source Provider Declaration and Purchase Order Authorization**

Public Works | Michael Errante

Recommended Action: A) declare United Rentals of Ridgecrest, California a sole-source provider of equipment rentals; and B) authorize the issuance of a purchase order in an amount not to exceed \$55,222.63, payable to United Rentals of Ridgecrest, California for equipment rentals.

REGULAR AGENDA

13) **2023-2024 LADWP Annual Operations Plan**

Water Department | Holly Alpert

30 minutes (10 min. Presentation / 20 min. Discussion)

Recommended Action: Review and possibly provide direction concerning the County's comments on LADWP's draft 2023-2024 Annual Operations Plan.

14) **Workshop with Inyo County Water Commission**

Water Department | Holly Alpert

60 minutes

Recommended Action: Conduct a workshop with the Inyo County Water Commission to discuss Owens Valley conditions and the LADWP 2023-24 Annual Operations Plan.

15) **Spring Runoff Planning and Response Efforts**

County Administrator | Nate Greenberg, Shannon Platt, Nathaniel Derr

15 minutes (5min. Presentation / 10min. Discussion)

Recommended Action: This is an informational item, however, the Board may provide direction to staff as necessary and appropriate.

16) **Approval of Professional Services Contract and Job Description for Chief Information Officer**

County Administrator - Personnel | Keri Oney

5 minutes (2.5min. Presentation / 2.5min. Discussion)

Recommended Action: A) Approve the contract between the County of Inyo and Noam Shendar for the provision of professional services as the Chief Information Officer at Range 160, Step E, \$13,503 per month, effective April 27, 2023, and authorize the County Administrator to sign; and B) Approve the job description for Chief Information Officer.

17) **Health and Human Services' Public Health and Prevention Division Overview**

Health & Human Services - Health/Prevention | Stephanie Tanksley, Marilyn Mann, Anna Scott, Marissa Whitney, Katelyne Lent, Sarah Downard
45 minutes (30min. Presentation / 15min. Discussion)

Recommended Action: Receive a presentation from Health and Human Services' Public Health and Prevention Division.

ADDITIONAL PUBLIC COMMENT & REPORTS

18) **Public Comment**

Comments may be time-limited

19) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 25, 2023

Reference ID:
2023-3697

Amendment No. 1 to the Agreement with SWCA Environmental Consultants County Administrator - Emergency Services ACTION REQUIRED

ITEM SUBMITTED BY

Kristen Pfeiler, Wildfire Preparedness Coordinator

ITEM PRESENTED BY

Kristen Pfeiler, Wildfire Preparedness Coordinator

RECOMMENDED ACTION:

Approve Amendment No. 1 to the contract between the County of Inyo and SWCA Environmental Consultants, changing Paragraph 3B – Consideration, Travel and Per Diem to read: "Contractor will be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement pursuant to Attachment B – Schedule of Fees."

BACKGROUND / SUMMARY / JUSTIFICATION:

On March 7, 2023, your Board approved a contract with SWCA Environmental Consultants, not to exceed \$149,935, to update the County's Community Wildfire Protection Plan. The standard 113 contract excludes travel and per diem. However, SWCA's project proposal and the total cost of the project outline in the approved contract does include travel and per diem. This amendment is to align the contract language with the details and expectations of the project. The costs outlined in the contract will not change.

FISCAL IMPACT:

Funding Source	Grant Funded-State	Budget Unit	023700
Budgeted?	Yes, contract amendment included in this agenda item	Object Code	5265
Recurrence	Term Limited Contract from 11/2022 to 11/2025		
Current Fiscal Year Impact			
023700, Office of Disaster Services has \$112,500 budgeted (grant-funded) for the CWPP update. This is a multi-year project.			
Future Fiscal Year Impacts			
The balance of contract will be paid from next year's grant funds and a grant match of \$37,500			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment. This could limit SWCA's ability to effectively assess the project area and conduct the associated project/public meetings.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

ATTACHMENTS:

1. SWCA Environmental Consultants Contract
2. SWCA Contract Amendment No. 1

APPROVALS:

Kristen Pfeiler	Created/Initiated - 3/31/2023
Mikaela Torres	Approved - 4/3/2023
Darcy Ellis	Approved - 4/3/2023
John Vallejo	Approved - 4/3/2023
Amy Shepherd	Approved - 4/6/2023
Nate Greenberg	Final Approval - 4/20/2023

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 March 2023 an order was duly made and entered as follows:

*Emergency Services
– SWCA
Environmental
Consultants Contract*

Moved by Supervisor Orrill and seconded by Supervisor Kingsley to: A) declare SWCA Environmental Consultants of Half Moon Bay, CA, the successful respondent to Inyo County RFP OES--2022-12-01 Community Wildfire Protection Plan; B) authorize a contract be entered into with SWCA Environmental Consultants in an amount not to exceed \$149,935 for the term of March 1, 2023 through November 30, 2024, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign the contract, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 7th
Day of March, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", written over a horizontal line.

By: _____

Routing
CC Purchasing Personnel Auditor CAO Emergency Services Other: DATE: March 8, 2023



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 7, 2023

Reference ID:
2023-3518

Contract for Consulting Services to Update the Inyo County Community Wildfire Protection Plan

County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

A) declare SWCA Environmental Consultants of Half Moon Bay, CA, the successful respondent to Inyo County RFP OES--2022-12-01 Community Wildfire Protection Plan; B) authorize a contract be entered into with SWCA Environmental Consultants in an amount not to exceed \$149,935 for the term of March 1, 2023 through November 30, 2024, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign the contract, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

In August 2022, the Inyo County Office of Emergency Services (OES) was awarded a grant through the Hazard Mitigation Program to update the County's Community Wildfire Protection Plan. Your Board reviewed and accepted the grant funds at your November 29, 2022 Board meeting. On December 28, 2022, the Inyo County OES advertised Request For Proposal OES-2022-12-01, for contract consulting services to update the Inyo County Emergency Community Wildfire Protection Plan (CWPP).

Two (2) proposals were received by the submittal due date of February 1, 2023. An evaluation panel consisting of the Inyo County Emergency Services Manager and Inyo County Wildfire Preparedness Coordinator reviewed and rated both of the proposals.

The proposal submitted on behalf of SWCA Environmental Consultants was determined to be the proposal that could best address and fulfill the needs of Inyo County in the successful completion of an approved CWPP.

SWCA's proposal addressed all of the requirements that were stipulated in the RFP, they had excellent references, and their proposal was also the lowest cost per hours worked. Additionally, SWCA has done extensive work in the Eastern Sierra, partnering with multiple local agencies including the Whitebark Institute and 40 acres and Independence Fire Safe Councils, demonstrating strong knowledge of challenges unique to Inyo County. As an added option, upon completion of the update of the CWPP, SWCA will prepare a story map which provides a project-tracking system, which is designed to provide real-time updates, measurable progress, and the ability for multi-agency coordination and collaboration well after the completion of the CWPP document. The story map will also help increase community engagement and outreach in OES planning.

Update of the CWPP, and completion of the Story Map, are currently scheduled to be completed by November 2024.

FISCAL IMPACT:

Funding Source	Grant Funded-State	Budget Unit	023700
Budgeted?	Yes	Object Code	5265
Recurrence	Term Limited Contract from 11/2022 to 11/2025		
Current Fiscal Year Impact			
023700, Office of Disaster Services has \$112,500 budgeted (grant-funded) for the CWPP update. This is a multi-year project.			
Future Fiscal Year Impacts			
The balance of contract will be paid from next year's grant funds and a grant match of \$37,500			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this consulting contract with SWCA Environmental Consultants to update the County of Inyo's Community Wildfire Protection Plan. This action would not be in the best interest of the County. This project has been identified as an approved project within the Hazard Mitigation Grant Program funds.

If these allocated Hazard Mitigation Grant Program funds are not used before the end of the grant program performance period of 11/04/2022 through 11/04/2025, these allocated funds will revert back to the State.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. SWCA Proposal (RFP No. OES-2022-12-01)
2. Standard Contract 113
3. Insurance Requirements

APPROVALS:

Mikaela Torres	Created/Initiated - 2/27/2023
Darcy Ellis	Approved - 2/27/2023
John Vallejo	Approved - 2/27/2023
Amy Shepherd	Approved - 3/1/2023
Nate Greenberg	Final Approval - 3/2/2023

AGREEMENT BETWEEN COUNTY OF INYO
AND SWCA, Incorporated
FOR THE PROVISION OF Consulting SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Consulting services of SWCA, Incorporated, dba SWCA Environmental Consultants of Half Moon Bay, 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, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from March 1, 2023 to November 30, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of One hundred forty-nine thousand, nine hundred thirty-five Dollars and no/100 cents (\$ 149,935.00) for performance of all of the services and completion of all of the work described in Attachment A.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed One hundred forty-nine thousand, nine hundred thirty-five Dollars and no/100 cents (\$ 149,935.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of

this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

12. NONDISCRIMINATION.

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

13. ASSIGNMENT.

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

14. DEFAULT.

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

15. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty one (21) below.

16. CONFIDENTIALITY.

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant

thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

17. CONFLICTS.

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

18. POST AGREEMENT COVENANT.

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

19. SEVERABILITY.

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

20. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

21. AMENDMENT.

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

22. NOTICE.

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

County of Inyo
Administration - OES Department
1360 N. Main Street Address
Bishop, CA 93514 City and State

Contractor:

SWCA, Incorporated Name
60 Stone Pine Road Address
Half Moon Bay, CA 94019 City and State

23. ENTIRE AGREEMENT.

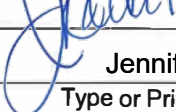
This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived,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

#

**AGREEMENT BETWEEN COUNTY OF INYO
AND SWCA, Incorporated dba SWCA Environmental Consultants
FOR THE PROVISION OF Consult ing SERVICES**


IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
27th DAY March, 2023.

COUNTY OF INYO

By: 
Jennifer Roeser
Type or Print Name

Dated: 03/27/2023

CONTRACTOR

By: 
John Dietler, Vice President
Type or Print Name

Dated: 3/22/23

APPROVED AS TO FORM AND LEGALITY:


County Counsel

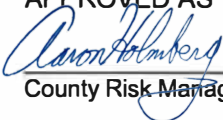
APPROVED AS TO ACCOUNTING FORM:


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 SWCA, Incorporated dba SWCA Environmental Consultants
FOR THE PROVISION OF Consulting SERVICES**

TERM:

FROM: March 1, 2023 **TO:** November 30, 2024

SCOPE OF WORK:

The Scope of Work includes the following, which are all incorporated into this agreement:

- All Contract Documents
- Inyo County Community Wildfire Protection RFP OES-2022-12-01
- SWCA Environmental Consultants response to the Request for Proposals

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND SWCA, Incorporated dba SWCA Environmental Consultants
FOR THE PROVISION OF Consulting SERVICES**

TERM:

FROM: March 1, 2023 TO: November 30, 2024

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT B: INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES 2022
Contract For Review and Update to The Inyo County Community Wildfire Protection Plan

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
2. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving one-on-one work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss.
3. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.*
4. **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. *Provision may be waived with signed letter on contractor's letterhead certifying that contractor has no employees.*

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

OTHER INSURANCE PROVISIONS

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

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

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and 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 and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 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.

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

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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-



**INYO COUNTY COMMUNITY
WILDFIRE PROTECTION
PLAN UPDATE / RFP
NUMBER OES- 2022-12-01**

SUBMITTED TO

Inyo County Administration
Office of Emergency Services
1360 North Main Street
Bishop, California 93514

February 1, 2023

SUBMITTED BY

SWCA Environmental Consultants
320 North Halstead Street Suite 120
Pasadena, California 91107



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

320 North Halstead Street, Suite 120
Pasadena, California 91107
Tel 626.240.0587 Fax 626.568.2958
www.swca.com

1. COVER PAGE / COVER LETTER

February 1, 2023

Inyo County Administration
Office of Emergency Services
1360 N. Main Street
Bishop, CA 93514

Re: Inyo County Community Wildfire Protection Plan Update / RFP Number OES- 2022-12-01

To Whom It May Concern:

SWCA Environmental Consultants (SWCA) is pleased to submit our proposal to develop an updated Community Wildfire Protection Plan (CWPP) for Inyo County (County). Our project team and CWPP scope have been developed to address, and be in accordance with, the Healthy Forests Restoration Act, National Cohesive Wildland Fire Management Strategy, and California Department of Forestry and Fire Protection (CAL FIRE) guidelines. Our project team includes a committed non-profit organization whose staff have decades of experience in the region and call Inyo County home, as well as SWCA staff who also live in the region and have a long history of working in and near Inyo County. On that account, several members of our project team are intimately familiar with the County's wildfire concerns.

The SWCA team includes long-term partner **Wildland Fire Associates (WFA)** and locally based **Whitebark Institute of Interdisciplinary Environmental Sciences (Whitebark)**. Within your district, the SWCA-WFA-Whitebark team are currently preparing two CWPPs—for the 40 Acres community and the Town of Independence. Our team includes local staff with personal knowledge of the region and the County's stakeholders, including County personnel, CAL FIRE, local fire departments, Inyo National Forest, U.S. Bureau of Land Management Bishop Office, Fire Safe Councils, tribes, Bristlecone Chapter of the California Native Plant Society, Los Angeles Department of Water and Power, Southern California Edison, Chamber of Commerce, industry, and community and environmental groups. We understand the

County's large geographic area, including its habitats and range of community resources. As a unified team, we have convened a high-caliber group of experts ready to work with the County and their stakeholders.

In addition to our Inyo County experience, we are well acquainted with nearby California counties that have recently experienced large catastrophic wildfires. We worked with these counties to prepare CWPPs to determine effective, prioritized wildfire mitigation and fuel reduction projects tailored to meet the qualifications necessary for federal and state funding. Our team members have been selected based on experience with fire planning, wildfire mitigation, and community outreach, as well as their continuously proven success providing action-oriented fire risk reduction strategies. **We have both the financial resources and a deep bench of qualified personnel to execute this CWPP**

SWCA CAN LEVERAGE LOCAL PRESENCE AND REGIONAL KNOWLEDGE TO EXPEDITE INYO COUNTY'S CWPP

The SWCA-WFA-Whitebark team is currently working on two CWPPs for communities in Inyo County. We are intimately familiar with the County, its fire safe councils, and the concerns and priorities of its local stakeholders and community members. Our local experience and existing Inyo County data can reduce the estimated time to complete the CWPP by 2-4 months.

update with all the requirements set forth in the Request for Proposals (RFP) and can work with the County to expedite this project to deliver the final CWPP at an earlier date than requested.

Our team's diverse capabilities—including fire and fuels planning, wildfire behavior modeling, public outreach and education, federal and state fire operations and management, fuels management planning, and environmental compliance through the California Environmental Quality Act (CEQA) and application of the California Vegetation Treatment Program (CalVTP) for hazardous fuel reduction—qualify us to support the County.

The SWCA team will be led by [Project Manager Montiel Ayala](#), who will serve as the primary point of contact for the duration of the project. Mr. Ayala has an acute awareness of how a well-managed planning process can help facilitate preparation of a high-quality and effective CWPP update through his experience developing over 12 CWPPs across the United States, including eight CWPPs in California and multiple wildfire risk assessments and vegetation management plans across the state. He will work with [Local Subject Matter Expert and Facilitator Lia Webb](#) for in-person meeting facilitation, Core Team (a group of local stakeholders and land managers) discussions,

project recommendation development, and ongoing stakeholder engagement. Ms. Webb has over 20 years of experience and proven ability to convene partnerships and work effectively with diverse groups in collaborative and cooperative roles. Ms. Webb has led and managed complex and controversial projects relating to restoration, sensitive habitats and species, forestry and fire, trails and recreation, and transportation and infrastructure.

[Fire Subject Matter Expert Victoria Amato](#) will provide senior leadership, technical expertise in fire science, and oversight and quality assurance/quality control for the SWCA team, as well as ensure responsiveness to the County. Ms. Amato has developed over 45 CWPPs, is an experienced navigator of wildfire risk and hazard analysis, and brings experience developing CWPPs from community to regional scales. Mr. Ayala will be supported by [Assistant Project Manager Paris Krause](#), who has extensive experience conducting forest health and fuels research (particularly in northern California) and developing CWPPs in California. California-based [Fire Planning Specialist Ryan Saggese](#) will also bring specialized regional fire knowledge to the CWPP update, and [Fire Modeling Specialist and Geographic Information Systems \(GIS\) Lead Liz Hitzfelder](#), who is supporting the 40 Acres and Independence CWPPs, will support development of all spatial products.

This proposal contains proprietary information (see [Table 11](#)); the link, video, and password are not releasable as public information and are subject to an expiration date. We have included optional tasks for the County's consideration and are open to negotiation with the County over scope elements and the budget. Any questions or correspondence regarding our proposal during the review and evaluation process should be directed to proposed [Project Manager Montiel Ayala](#) at (323) 213-7501 and/or montiel.ayala@swca.com. For contract negotiations between the County and SWCA, please contact [Vice President of Northern and Central California Laura Moran](#) at (650) 440-4160 and/or laura.moran@swca.com.

Thank you for providing us with the opportunity to support development of the County's CWPP update. We would be honored to continue working with the County and all interested parties to develop a defensible, action-oriented plan in a timely and streamlined manner to address current and future wildfire risks. We look forward to further discussing our qualifications and to assist with the development of this important community plan.

Sincerely,



Laura Moran*

Vice President, Northern and Central California

*Authorized to negotiate and execute contracts on behalf of SWCA



Montiel Ayala

Project Manager

Primary Point of Contact

PROJECT SUCCESS

To date, SWCA has developed more than 45 county, regional, or community-level wildfire protection plans in more than 50 counties, including numerous localities in California.



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2. COMPANY INFORMATION



Table 1. SWCA Company Information

SWCA COMPANY INFORMATION	
Legal name:	SWCA, Incorporated
DBA:	SWCA Environmental Consultants
Mailing Address and Physical Address(es):	<p>Mailing and Physical Address of Nearest Office 320 North Halstead Street, Suite 120, Pasadena, CA 91107</p> <p>Mailing and Physical Address of Office Managing Contract 60 Stone Pine Road, Half Moon Bay, CA 94019</p> <p>Corporate Office 20 East Thomas Road, Suite 1700 Phoenix, AZ 85012</p>
Remit-to billing address:	PO Box 7217, Carol Stream, IL 60197-7217
Phone, Fax, and Website:	Corporate Phone: (602) 274-3831 Fax: (602) 274-3958 www.swca.com
Organization Type:	S Corporation
Federal I.D. Number:	86-0483317
DUNS Number:	119149730
List of Owners:	SWCA is a 100% employee-owned company. Principal shareholders are SWCA ESOP Plan and Trust, established in 1998.
Corporate Officers:	Joseph J. Fluder III, Chief Executive Officer, President Denis Henry, Chief Financial Officer, Executive Vice President, Secretary, and Treasurer Deborah Owens, Chief People Officer Linda Lannen, Chief Technology Officer
Person to Receive Notices:	Montiel Ayala , Project Manager (323) 213-7501 montiel.ayala@swca.com
Authorized Company Representative:*	Laura Moran*, Vice President of Northern and Central California (650) 440-4160 laura.moran@swca.com

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3. COMPANY HISTORY, EXPERIENCE, AND QUALIFICATIONS



A. FIRM PROFILE AND HISTORY

SWCA ENVIRONMENTAL CONSULTANTS

SWCA Environmental Consultants (SWCA), a 100% employee-owned company established in 1981, specializes in providing comprehensive environmental planning (including California Environmental Quality Act [CEQA] and National Environmental Policy Act [NEPA] document preparation), regulatory compliance, and natural and cultural resources management services to businesses and government clients across the United States. With over 40 years of experience, we work to understand the full life cycle of each project, from its early inception to completion. In the face of rapid environmental, economic, and societal changes, SWCA provides a comprehensive approach to these challenges.

Our in-house experts include project managers, fire planners, permitting specialists, biologists, archaeologists, paleontologists, architectural historians, technical editors, and geographic information system (GIS) specialists who have worked on over 80 fire-related projects nationwide. Our staff are particularly well known for clear and engaging communication to diverse audiences, exceptional data analysis, and both spatial and written deliverable production, which ensures our clients receive high-quality environmental documentation and science-based solutions.

What makes SWCA the right team is our company’s focus on **Sound Science and Creative Solutions**. As a part of a moderate-sized firm of over 1,400 employees in 39 offices throughout the United States, SWCA’s local offices are small enough to take full ownership of the



Figure 1. SWCA, Whitebark, and Inyo County Wildfire Coordinator Kristen Pfeiler facilitating a public event with CAL FIRE, 40 Acres Fire Safe Council, and community residents in 40 Acres



Figure 2. SWCA facilitating a public workshop in Independence, California

expectations of the communities in Inyo County and to make this community wildfire protection plan update (CWPP update) our top priority. At the same time, with a Fire and Forestry Work Group consisting of almost 40 staff members supporting our wildfire planning work, we are large enough to have the appropriate staff and technical resources to prepare this CWPP update.

We have over 17 years of experience with CWPPs and fire management plans (FMPs) with similar scope and content as the plan needed by the County of Inyo (County) and its key agency partners and collaborators. SWCA uses the National Cohesive Wildland Fire Management Strategy (Cohesive Strategy) as a framework for developing our CWPPs and will adhere to all federal and state minimum standards throughout plan development. We use this framework to ensure that the CWPP update will competitively position the County and its

partners for project funding opportunities. Furthermore, we have significant knowledge of California-specific wildfire laws and regulations, having developed over 15 CWPPs, wildfire risk assessments, and fire and fuel management plans in California. We have also completed or updated plans in California, Nevada, Oregon, Washington, Colorado, Utah, New Mexico, Alaska, Arizona, Pennsylvania, Illinois, Massachusetts, and New York. Each plan is highly customized based on the location and specific needs of the community, agencies, and local stakeholders.

Our team provides high-quality services to assist communities in planning for and managing wildland fire hazards. We use GIS and Global Positioning System (GPS) technology and federal fire hazard rating systems to assess local, mid-scale, and regional fire hazards, including wildland urban interface (WUI) fire hazards. We have proven success in the use of fire behavior modeling to develop community risk and hazard assessments, including the use of several federally recognized programs, such as the Interagency Fuel Treatment Decision Support System (IFTDSS), BehavePlus, FARSITE, and FlamMap.

Our staff has completed Firewise training workshops to assess structural ignitability and defensible space in the home ignition zone. We use National Fire Protection Association (NFPA) 1144 risk/hazard assessment protocols to accurately characterize on-the-ground conditions in neighborhoods and residential areas, as well as ground-truth fire behavior model outputs. These assessments help guide recommendations for Firewise certification and actions that homeowners can take to reduce structural ignitability.

SWCA has a proven record conducting in-person and virtual public information sessions and collecting feedback on a wide variety of projects. Our staff has used consensus-based collaborative planning for a variety of projects, including public meetings for CWPPs. Our team has convened Core Teams, which are comprised of key agencies and stakeholder groups, often with diverse and polarized interests, to participate in all CWPP planning processes. These actions have led to collaborative community action plans and implementation strategies that have been readily adopted by local and county governments.

SWCA has experience preparing project-specific analyses (PSAs) to evaluate whether the proposed projects were within the scope of the California Vegetation Treatment Program (CalVTP) Programmatic Environmental Impact Report (PEIR). SWCA also prepared mitigation, monitoring, and reporting programs (MMRPs) outlining the standard project requirements (SPRs) and mitigation measures included in the PEIRs that were applicable to the projects and assisted the Kern County Fire Department with SPR-AD-7 compliance. The Kern County Fuel Reduction Project and Tecuya Ridge Shaded Fuelbreak Project PSAs are some of the first PSAs to be completed using the CalVTP PEIR tiering process.

We use a variety of tools to engage the public, including traditional public meetings, focus groups, online surveys, social media websites, ArcGIS online story maps, presentations, neighborhood associations, fire departments, county commissioners, information booths and graphic displays at public events, and radio and TV interviews. Joining SWCA are key teaming partners and subconsultants **Whitebark Institute of Interdisciplinary Environmental Sciences (Whitebark)** and **Wildland Fire Associates (WFA)**, both of whom are currently working with SWCA on two CWPPs for communities within Inyo County—40 acres and Independence.

INYO COUNTY EXPERIENCE

The SWCA-WFA-Whitebark team is currently working together on CWPPs for two communities in Inyo County, which will bring a unique and local perspective when preparing the County's CWPP.

SUBCONSULTANTS

Wildland Fire Associates



WILDLAND FIRE
ASSOCIATES

WFA is a unique partnership of career wildland fire and natural resource managers that has provided outstanding service since 2001. WFA and SWCA worked together for almost two decades on the development of high-quality fire planning products and wildfire risk and hazard assessments. WFA has an unparalleled background in all aspects of wildland fire management, including:

1. Comprehensive fire management planning, including community wildfire protection planning
2. On-the-ground fuels assessment and project planning
3. Fire behavior modeling, weather applications, fire ecology, and fire effects
4. GIS applications
5. Wildland fire suppression strategies
6. Wildland fire risk management and safety reviews
7. Current knowledge and understanding of federal policies and procedures
8. Professional consulting for legal cases

Each associate with WFA has worked at the field level, and many have worked at regional and national levels, in the area of wildland fire and natural resource program management. Additionally, WFA has experience tailoring contracts to meet the needs of federal, state, and local managers in a wide variety of areas, which include private land fuels management, wildland fire program management reviews, and a wildland firefighter fatality investigation.

Past WFA CWPPs include the following:

- Rogue Valley Integrated CWPP, Oregon, in partnership with SWCA (2017)
- CWPP Revision for Santa Clara County, California (subcontractor for SWCA)
- Warren and Forest Counties, Pennsylvania (2014)
- Hot Sulphur Springs-Parshall Fire Protection District, Colorado (2011)
- Nevada Bureau of Land Management 17-County Fire Risk Assessment and Statewide Hazardous Fuels Analysis and Summary Report (2009)
- Pueblo County, Colorado (2008)
- Hazard Fuel Assessment and CWPPs for Yosemite West and Foresta, California (2007)

WFA’s Proposed Services:

- Assisting with document authorship and project recommendations
- Providing as-needed quality assurance/quality control (QA/QC)

Whitebark Institute of Interdisciplinary Environmental Sciences



Whitebark is a small non-profit organization based in the city of Bishop. Whitebark was founded in 2013 to study and seek solutions to a wide variety of environmental problems. Whitebark’s team of experts are knowledgeable in wildfire behavior, forest ecology, botany, forestry, wildlife biology, hydrology, education and outreach, NEPA and CEQA document preparation, fire risk reduction for communities, and broad natural resource management.

Through its work under California’s Regional Forest and Fire Capacity Program and California Department of Forestry and Fire Protection (CAL FIRE) grants, Whitebark has interfaced with almost all levels of government, agencies, fire safe councils, tribes, and natural resource Non-Governmental Organizations (NGOs) in Inyo, Mono, and Alpine Counties.

Whitebark is currently focused on reducing the risk of catastrophic wildfires and working on community resilience, fuels reduction, and ecosystem health projects.

Whitebark’s Proposed Services:

- Assisting with document authorship and outreach efforts
- Attending and providing support during core team meetings
- Hosting and facilitating the in-person public event

B. RELEVANT PROJECT EXPERIENCE

SWCA’s experience providing fire-related services across the country ([Figure 3](#)) demonstrates a track record of providing our clients with high-quality deliverables. Much of this effort to date includes CWPPs that are similar to the proposed Inyo County CWPP update. For example, SWCA is currently providing an update for the Santa Clara County CWPP and includes a project team that is very familiar with the landscape ecology, fuels, wildfire regulations, land management practices, and fire management strategies in this region. We understand the risk of wildfire to both large and small communities and the specific challenges that small, rural communities face. We know how to maximize efforts to provide high-quality services on time and within limited budgets. SWCA is uniquely qualified to tailor a high-quality plan for the County and to align the planning goals of the County, the Core Team, local residents, and agency partners.

17 YEARS **86** PROJECTS **26** STATES

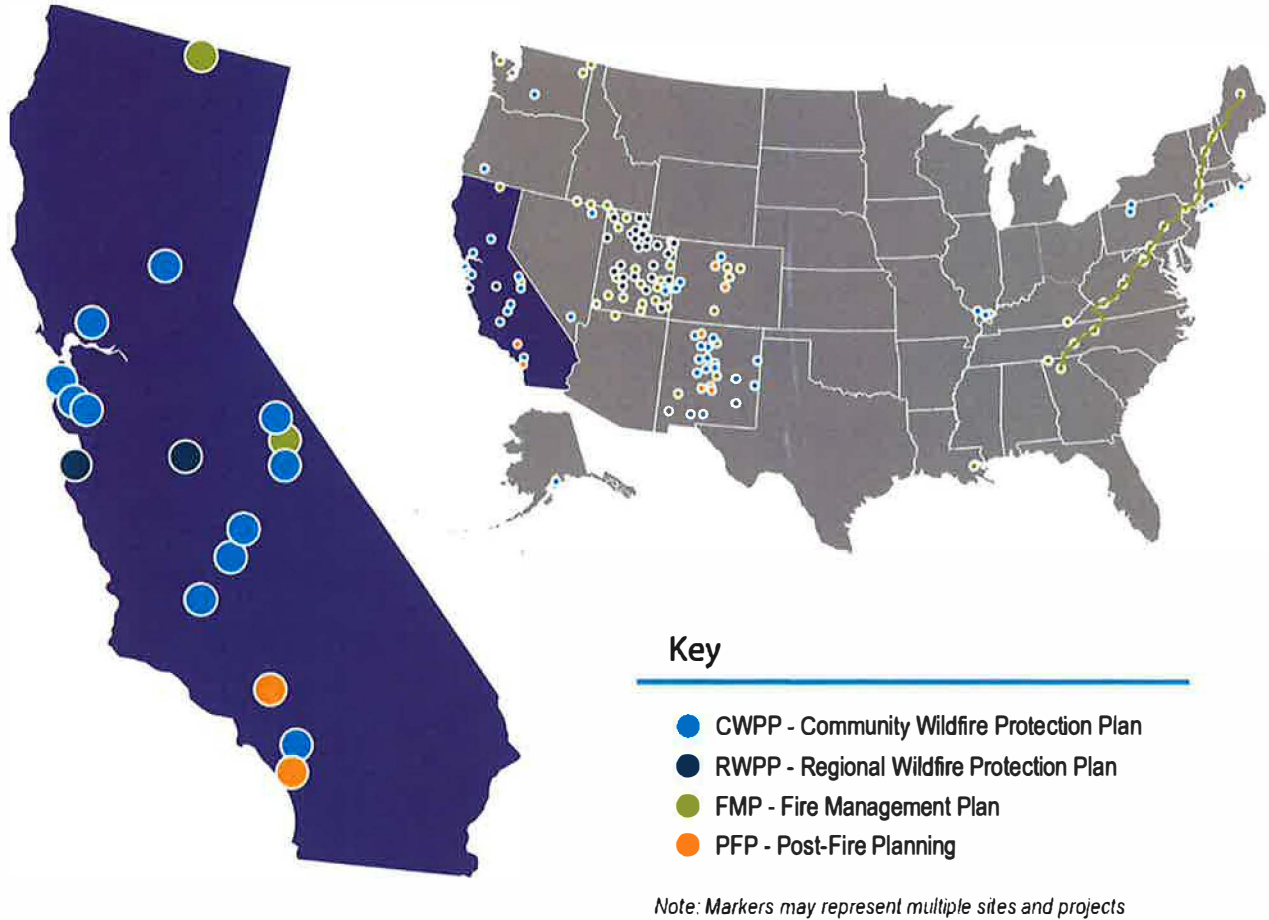


Figure 3. SWCA's nationwide fire experience

CWPP PROJECT EXPERIENCE

Presented below are select project descriptions followed by [Table 2](#), which features a list of SWCA CWPP and fire-related experience within the past 5 years. Each project is unique and may require a multitude of different fire planning, fuels management, and environmental compliance tasks; these projects demonstrate how our team is fully capable of providing a suite of diverse services for a comprehensive approach that will result in project success for the County.

CWPPS FOR 40 ACRES AND INDEPENDENCE			
Client:	The Whitebark Institute of Interdisciplinary Environmental Sciences	Location:	40 Acres and Independence, Inyo County, California
Reference:	Tamara Cohn, Independence Fire Safe Council President	Phone:	(760) 920-2188
		Email:	tcinyo@gmail.com
Timeframe:	May 2022–Present		



Figure 4. Community of Independence, Inyo County. Photo credit: Rick Kattelmann.

The SWCA-WFA-Whitebark team is currently developing two detailed community-scale CWPPs for the communities of 40 acres and Independence to address wildfire hazards and risks in the WUI.

SWCA is working with the communities' Fire Safe Councils, County representatives, local fire departments, local tribe, and federal and state partners to develop mitigation measures to address wildfire risk. The project involves extensive public outreach and collaboration with CAL FIRE, Inyo National Forest, U.S. Bureau of Land Management (BLM), and public utilities. SWCA and Whitebark also conducted public events, including home hazard assessment demonstrations and community walkthroughs with residents as well as workshops to discuss community concerns and priorities. In addition, SWCA and Whitebark leveraged the local Fire Safe Council's existing networks to reach rural residents that are typically difficult to reach via email and social media.

TULARE COUNTY CWPP

Client:	Tulare County Resource Conservation District	Location:	5642 Victor Street, Bakersfield, California 93308
Reference:	Jeff Gletne, Forester	Phone:	(559) 359-1501
		Email:	gletne@kerncountyfire.org
Timeframe:	October 2021–March 2022	Link to CWPP:	https://www.swca.com/sites/default/files/tulare_cwpp_final_combined.pdf

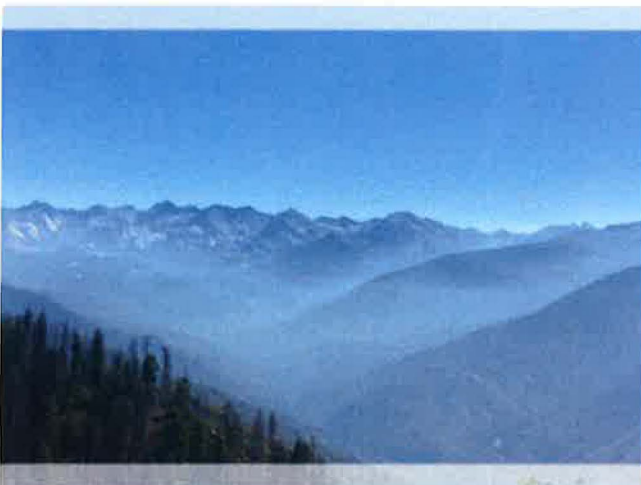


Figure 5. Sierra Nevada range in Tulare County.

SWCA worked with the Tulare County Resource Conservation District (RCD) and the Kern County Fire Department to create two distinct countywide CWPPs that cover high-risk areas, including rural WUI communities, across both counties. The CWPPs are consistent with the Healthy Forests Restoration Act and are aligned with the Cohesive Strategy. The Tulare County CWPP was developed in conjunction with the Tulare County Fire Department and covers at-risk areas, including unincorporated and undeveloped land in the foothills and mountains of eastern Tulare County, an intermix of federal, state, and private land.

SWCA convened a diverse Core Team for each CWPP and regularly engaged the communities through online platforms (due in part to the Coronavirus Disease 2019 [COVID-19] pandemic) to ensure a collaborative effort throughout the CWPP processes. SWCA facilitated three Core Team

meetings for each CWPP, during which goals and objectives, on-site assessments, risk assessments, and recommendations were discussed. The public was specifically engaged to solicit feedback and determine public perceptions of wildfire risk. SWCA also established community base maps, WUI delineations, and community risk assessments for each CWPP.

SANTA CLARA COUNTY CWPP

Client:	Santa Clara County Fire Department	Location:	Santa Clara County, California
Reference:	John Justice, Deputy Chief	Phone:	(408) 378-4010
		Email:	john.justice@sccfd.org
Timeframe:	September 2015–2023	Link to CWPP:	https://www.swca.com/sites/default/files/santa_clara_county_cwpp_final.pdf



Figure 6. Trail in Santa Clara County, California

SWCA developed a CWPP and CAL FIRE Unit Fire Plan for the entire area of Santa Clara County, better known as the Silicon Valley. This project had a large number of public and private stakeholders, including federal, state, and County of Santa Clara partners and private citizens, and a very engaged public whom SWCA interacted with via multiple outreach approaches, including a custom-designed online survey portal, social media site, and series of public meetings and workshops.

SWCA prepared a comprehensive risk/hazard analysis to identify priority areas for wildfire mitigation and prevention and recommended mitigation actions that were focused on potential loss of community values at risk and critical infrastructure within the WUI. The analysis also considered the wildfire response capacity of local emergency services and included recommendations for increasing the capability

of emergency responders. In 2022 the Santa Clara County Fire Safe Council retained SWCA to develop an update to the 2015 CWPP. The updated CWPP will utilize new fine-scale fuel mapping and risk assessment, increase community engagement to a broader range of stakeholders, and include a top-of-the-line CWPP story map and map interface to increase community engagement in the planning project and increase the implementation and tracking of needed wildfire mitigation activities.

KERN COUNTY CWPP AND FUEL REDUCTION PSA

Client:	Kern County Fire Department	Location:	Kern County, California
Reference:	Jeff Gletne, Registered Professional Forester	Phone:	(559) 359-1501
		Email:	jgletne@kerncountyfire.org
Timeframe:	June 2020–March 2022	Link to CWPP:	https://www.swca.com/sites/default/files/kern_cwpp.pdf
		Link to CWPP Video:	https://www.youtube.com/watch?v=GF43UvppH2A

SWCA recently completed a comprehensive CWPP for Kern County, in conjunction with the Kern County Fire Department. As part of the CWPP development process, SWCA convened a Core Team of a range of stakeholders and engaged communities during public outreach to ensure a collaborative effort throughout the CWPP process. SWCA carried out a comprehensive assessment of risk and hazard utilizing desktop analysis and field assessment of fuels and WUI conditions. In conjunction with the Core Team, SWCA developed and prioritized recommendations for wildfire risk reduction, including actions to improve forest health and resilience and measures to reduce structural ignitability and improve community fire adaptation. The final CWPP was approved by all parties and immediately utilized to seek funding to implement hazardous fuel treatments.



Figure 7. Kern County, California

To build on the success of the CWPP, SWCA was requested by the Kern County Fire Department to prepare CEQA compliance documentation for the proposed Kern County Fuel Reduction Project, which consists of fuel reduction treatments over approximately 700 acres per year within State Responsibility Areas (SRAs), totaling approximately 1,188,387.83 acres of SRAs within the county. The purpose of the fuels reduction project was to conduct a combination of manual, mechanical, and prescribed burning treatments to reduce fuel loading to protect communities and assets from risks associated with wildfire and to provide emergency access points and staging areas for firefighters within the WUI in the SRA. SWCA prepared a PSA to evaluate whether the proposed project was within the scope of the CalVTP PEIR. SWCA also prepared an MMRP outlining the SPRs and mitigation measures included in the PEIR that were

applicable to the project and assisted the Kern County Fire Department with SPR-AD-7 compliance. The Kern County Fuel Reduction PSA is one of the first PSAs to be completed using the CalVTP PEIR tiering process.

THREE RIVERS CWPP			
Client:	Three Rivers Fire Safe Council	Location:	Three Rivers, California 93271
Reference:	Steve and Elizabeth LaMar, Three Rivers Fire Safe Council Members	Phone:	(559) 561-4154
		Email:	3riversfsc@gmail.com
Timeframe:	September 2020–February 2021	Link to CWPP:	https://www.swca.com/sites/default/files/three_rivers_cwpp_final.pdf
		Link to Story Map:	https://storymaps.arcgis.com/stories/c6fc55d390dd48b8b9f89b9f90e6be32

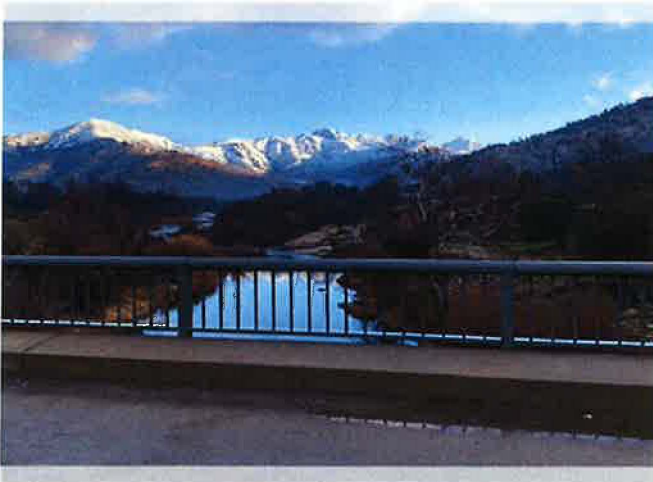


Figure 8. Three Rivers, Tulare County, California

SWCA developed a comprehensive, community-scale CWPP to address wildfire hazards that threaten residents and natural resources in and around the Three Rivers community. The project involved a detailed, GIS- and field-based wildfire risk and hazard assessment. Additionally, the CWPP prioritizes and identifies fuel reduction treatments and recommends the types and methods of treatments to protect at-risk communities and pertinent infrastructure.

SWCA worked in close cooperation with external stakeholders, such as Tulare County and the U.S. Forest Service (USFS), to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. Throughout the CWPP process, SWCA has been facilitating stakeholder and public meetings to solicit feedback on the planning process and to integrate the concerns of residents and land managers into the mitigation

recommendations. SWCA is also in the process of developing a detailed story map to heighten public engagement and facilitate accessibility of the plan.

CITY OF CORONA CWPP			
Client:	City of Corona	Location:	Corona, California 92878
Reference:	Cindi Schmitz, Fire Marshall	Phone:	(951) 738-2220
		Email:	cindi.schmitz@corona.gov
Timeframe:	March 2021–June 2022	Link to CWPP:	https://www.swca.com/sites/default/files/city_of_corona_cwpp_2021.pdf
		Link to CWPP Video:	https://www.youtube.com/watch?v=Vr81PKBtUW0
		Link to Story Map:	https://storymaps.arcgis.com/stories/a4f7b3dd5a064897a6b00de9cb83e2aa

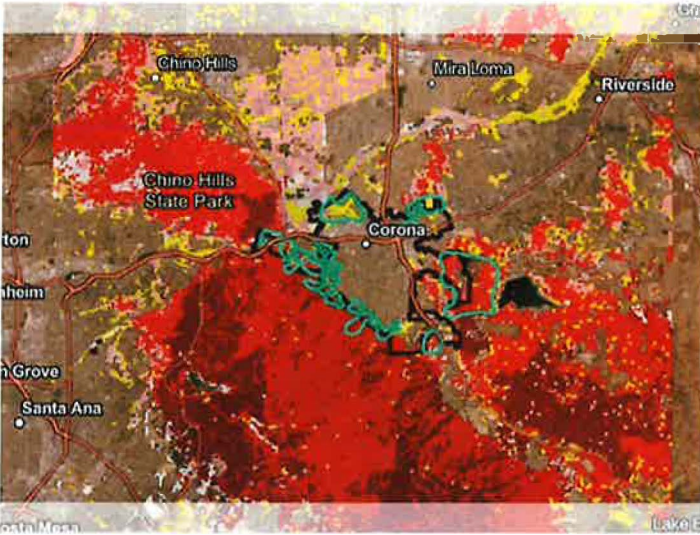


Figure 9. City of Corona risk assessment

SWCA developed a city-wide CWPP that incorporates risk and hazard assessments of WUI areas in and adjacent to the city of Corona. SWCA worked in close cooperation with external stakeholders, such as the USFS (Cleveland National Forest) and CAL FIRE, to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. SWCA facilitated stakeholder and public meetings to solicit feedback on the planning process and to integrate the concerns of local residents and land managers into the mitigation recommendations.

SWCA developed a detailed hub site and story map to heighten public engagement and facilitate accessibility of the plan. In addition, SWCA developed a robust project tracking application that enables the City of Corona to track fuel treatment projects, identify hurdles, and track accomplishments toward reducing wildfire risk on public and private land.

Issues addressed in the CWPP include fuel treatments, evacuation concerns, education about wildfire, easing access to wildfire information, investing in and supporting wildfire response, and managing wildfire to protect community values and meet resource management goals, among others. In 2021 a large fire burned near the community of Three Rivers (the KNP Complex Fire), forcing evacuations and threatening the community. SWCA has worked with fuels specialists to create the community’s risk assessment and bolster the post-fire information in the final CWPP.

GOVERNMENT AGENCY PROJECT EXPERIENCE

SWCA has had the opportunity to develop CWPPs and other fire-related environmental documents for both government agencies and private institutions.

Table 2. SWCA CWPP and Fire-Related Experience within the Past 5 Years

PROJECT NAME AND TIMEFRAME	CLIENT / AGENCY
Whitebark Institute CWPPs, 2022–Present	The Whitebark Institute of Interdisciplinary Environmental Sciences
Truckee Fire Protection District CWPP, 2022–Present	Truckee Fire Protection District
Santa Clara County CWPP Update, 2022–Present	Santa Clara County Fire Safe Council
Valencia County CWPP Story Map, 2022–Present	County of Valencia

PROJECT NAME AND TIMEFRAME	CLIENT / AGENCY
Mesa County CWPP Update, 2022–Present	Mesa County
Grand County CWPP, 2022–Present	Grand County, Colorado
City of Temecula CWPP, 2022–Present	City of Temecula
Montrose County CWPP and Watershed Plan, 2022–Present	Montrose County
McKinney Wildfire Response Environmental Services, 2022–Present	PacifiCorp
Solano County CWPP, 2022–Present	Solano County
Three Rivers CWPP Story Map, 2021–Present	Three Rivers Fire Safe Council
Kern County CWPP, 2020–Present	Kern County Fire Department
Three Rivers CWPP, 2021–2022	Three Rivers Fire Safe Council
Union County CWPP, 2021–2022	Southern Five Regional Planning District and Development Commission
Bernalillo County CWPP Update, 2021–2022	Bernalillo County Fire
City of Corona CWPP, 2021–2022	City of Corona
Kenai Peninsula Borough CWPP, Alaska, 2020–2022	Kenai Peninsula Borough Purchasing and Contracting Department
Tulare County CWPP, 2020–2022	Tulare County Resource Conservation District
Martha's Vineyard Wildfire Protection Plan, 2021–2021	Martha's Vineyard Commission
Lake Wildwood CWPP Fire Modeling, 2020–2020	Under the Trees, Inc.
Raft River Electric Wildfire Protection Plan, 2020–2020	Raft River Rural Electric Cooperative Inc.
Garkane Energy Cooperative Wildland Fire Protection Plan, 2020–2020	Garkane Energy Cooperative, Inc.
Grant County CWPP Update, 2019–2020	Grant County, New Mexico
Santa Fe County CWPP Update, 2019–2020	Santa Fe County
Hardin County CWPP, Illinois 2019–2020	Southeastern Illinois Regional Planning and Development Commission
Ute Park Burned Area Emergency Response Plan, New Mexico, 2018–2019	New Mexico Department of Homeland Security and Emergency Management
Valencia County Community Wildfire Protection Plan Update, 2017–2018	County of Valencia
UT Parks Environmental Assessment for FMP, 2014–2018	National Park Service

C. QUALIFICATIONS AND EXPERIENCE OF KEY TEAM MEMBERS

The SWCA-WFA-Whitebark key team members have been selected based on their knowledge and experience with fire planning, wildfire mitigation, community outreach, and environmental compliance. This CWPP will be led by [Project Manager Montiel Ayala](#), who will be supported by an assistant project manager, subject matter experts (SMEs), and fire planning and outreach specialists.

Resumes for all key team members are included as [Appendix A](#).



Figure 10. SWCA team members Montiel Ayala and Victoria Amato, with Kristen Pfeiler facilitating a CWPP public meeting in 40 Acres, Inyo County. Photo Credit: Rick Kattelmann.

MONTIEL AYALA, M.S. | SWCA | PROJECT MANAGER



Mr. Ayala has prepared 12 CWPPs across the United States, including eight in California, and has collaborated with CAL FIRE and land management agencies to establish project priorities and community objectives. He is currently working on the CWPPs for 40 Acres and Independence.

Montiel Ayala will serve as the Project Manager and will be the County's point of contact. He has over 3 years of experience in fire science, fire planning, and technical writing. He is a Biologist and Fire Planning Specialist with a varied academic and professional background in fire ecology, natural resources, hydrology, and geospatial analysis. Mr. Ayala has prepared 12 CWPPs across the United

States, and he regularly works with various stakeholders such as CAL FIRE, California Fire Safe Councils, USFS, BLM, National Park Service (NPS), California Department of Fish and Wildlife (CDFW), and local fire departments to determine CWPP objectives and priorities. His experience includes field operations in varied ecosystems across California and the use of remote sensing and GIS to study fire effects across the western United States. His graduate-level projects include field-based plant and wildlife surveys as well as pre- and post-fire change detection (Normalized Difference Vegetation Index [NDVI], Differenced Normalized Burn Ratio [dNBR], and land surface temperature) of recent California fires—the 2020 Bobcat Fire and 2021 Dixie Fire.

Mr. Ayala has substantial knowledge of California's fire regimes, ecoregions, and wildfire regulations. He has worked on various CWPPs across California, including the CWPPs for 40 Acres and Independence, the City of Corona, the community of Three Rivers, and Kern and Tulare Counties. He has also worked on CWPPs outside of California, including for the Kenai Peninsula Borough in Alaska, Union County in Illinois, Bernalillo County in New Mexico, and Dukess County in Massachusetts. Mr. Ayala is currently working on three California CWPPs, including two in Inyo County.

- ✓ **Responsibilities:** Project management, stakeholder coordination, developing the risk-hazard assessment, establishing project recommendations, lead field team member, and facilitating Core Team and public meetings
- ✓ **Licenses and Certifications:** Geographic Information Systems Certification

VICTORIA AMATO, M.S. | SWCA | FIRE SUBJECT MATTER EXPERT



Ms. Amato has over 15 years of fire experience and has developed over 45 CWPPs and FMPs for clients across the United States.

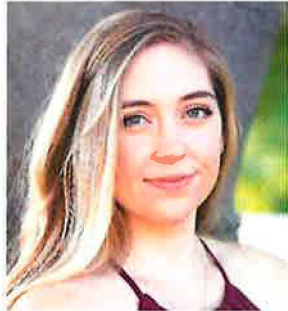
Victoria Amato will serve as a Fire SME. Ms. Amato is a Principal Fire Planner that has worked with SWCA on fire plans for over 15 years. While at SWCA, she has developed over 45 CWPPs and FMPs for clients in California, including the communities of 40 Acres and Independence in Inyo County, Santa Clara, Solano, Kern, and Tulare Counties; the Three Rivers Fire Safe Council; and the Cities of Corona, Wildwood, and Los Gatos, as well as clients in 25 other states.

Ms. Amato has extensive experience working with public and private stakeholders, having facilitated multiple outreach meetings, sometimes in controversial settings. She has extensive experience in the development of CWPP risk assessments utilizing fire behavior modeling programs and on-the-ground assessments. She also routinely works with a variety of land management agencies across the United States, including the USFS, BLM, U.S. Fish and Wildlife Service (USFWS), U.S. Bureau of Reclamation, U.S. Bureau of Indian Affairs (BIA), and NPS, studying fuels

reduction treatments, forest stand structure, fire behavior, remote sensing classification, and monitoring of burned areas.

- ✓ **Responsibilities:** Data gathering oversight, modeling input, CWPP risk assessment review, project recommendations oversight, and document review
- ✓ **Licenses and Certifications:** Certified Type II Wildland Firefighter, New Mexico

PARIS KRAUSE, M.S. | SWCA | ASSISTANT PROJECT MANAGER



Ms. Krause has over 4 years of experience in forest ecology, including conducting fuel and forest structure research in conjunction with CAL FIRE. She has also worked with the USFS conducting forest ecology surveys.

Paris Krause will serve as the Assistant Project Manager. She is an ecologist with over 4 years of experience as a professional biologist and ecologist, and currently serves as a fire planner, field biologist, and technical report writer. Her professional background includes leading field data collection and data processing efforts for fire and forest ecology surveys via remote light detection and ranging (LiDAR) sensing and traditional forestry survey methods in California. Additionally, she was

the field crew lead for pre- and post-fire forest health and ecology surveys for vegetation and fuel structure characterization for the USFS in forested and chaparral ecosystems of the Cleveland, San Bernardino, Angeles, and Los Padres National Forests.

Ms. Krause's expertise includes fuel measurements, botany, forest ecology, and vegetation community mapping. She also has experience assisting CAL FIRE Incidents with GIS map production on the Monument Fire (2021) and Oak Fire (2022). She is currently acting as Assistant Project Manager on the Town of Truckee CWPP.

- ✓ **Responsibilities:** Project management support, administration, public outreach, and author the draft and final CWPP
- ✓ **Licenses and Certifications:** National Wildfire Coordinating Group (NWCG) GIS Specialist Intro Course

LIA WEBB, B.S. | SWCA | LOCAL SUBJECT MATTER EXPERT AND FACILITATOR



Ms. Webb is local to Inyo County and passionate about being involved in her community. She has over 20 years of experience facilitating complex environmental projects.

Lia Webb will serve as a Local SME and Facilitator. She has over 20 years of experience as an environmental scientist and landscape ecologist for government, non-profit, and private clients across the west. She supports SWCA's Great Basin and West Coast operations with unique expertise in facilitating large and small groups with public engagement, scientific approach to alternatives development, prioritization, and decision-making. She has assisted with grant funding, event planning, and community engagement for many of her projects, with a proven ability

to convene partnerships and work effectively with diverse groups in collaborative and cooperative roles. Ms. Webb has led and managed complex and controversial projects relating to forestry and fire, restoration, sensitive habitats and species, trails and recreation, transportation and infrastructure, and climate change.

Ms. Webb has strong integrity and credibility with the regulatory, environmental, and science communities on the state, regional, and local level. She has been based in the eastern Sierras for close to a decade and works with public agencies and non-profit groups to work towards consensus and positive project outcomes. She has engaged with an

array of eastern Sierra stakeholders, both professionally and on a community level, to address topics such as fire safety, climate change, trails and mobility, public access, equity, defensible space, forestry, restoration, and fisheries.

- ✓ **Responsibilities:** Meeting facilitation for the Core Team and public meetings and leading the field effort for the community hazard assessments
- ✓ **Licenses and Certifications:** Professional Wetland Scientist; Certified Professional Soil Scientist; Hazardous Waste Operations Emergency and Emergency Response

LIZ HITZFELDER, M.A. GEO | GIS LEAD



Ms. Hitzfelder has provided GIS services for several CWPPs in California, including the communities of 40 Acres, Independence, and Three Rivers and Kern and Tulare Counties.

Liz Hitzfelder will serve as the GIS Lead. Ms. Hitzfelder has over 5 years of experience as an Associate Project Geospatial Scientist, specializing in fire and vegetation management. She earned her Master of Applied Geography, focused on Geographic Information Science. She is proficient with IFTDSS, ArcGIS, ArcPro, ArcGIS Online, and other geospatial applications. She has used her expertise for CWPPs and fire projects by providing custom fuels and fire behavior modeling, risk assessment modeling, development of WUI community boundaries, highly valued

assets, ArcGIS story map production, and GIS analysis of data.

Ms. Hitzfelder has provided GIS services for the communities of 40 Acres and Independence within Inyo County. She has also provided services for several CWPPs in California, including the community of Three Rivers and Kern and Tulare Counties, and in other states, such as the Union County CWPP in Illinois and the Martha’s Vineyard CWPP in Massachusetts.

- ✓ **Responsibilities:** Managing geospatial data, analyzing data modeling fire behavior, developing base maps, and creating GIS layers

CHRISTIAN TESTERMAN, B.S. | SWCA | FIRE PLANNER



Mr. Testerman has worked on six CWPPs, including four in California for Santa Clara and Solano Counties and the communities of 40 Acres and Independence in Inyo County.

Christian Testerman will serve as a Fire Planner. He has over 2 years of experience working on ecological restoration and environmental planning projects, and his experience includes technical writing, scientific research, field data collection, public engagement, and project controls. He has an academic background in environmental science, ecology, and planning with specific training in GIS and restoration ecology.

Mr. Testerman has provided technical writing and research support on several CWPPs throughout the southwestern United States. Additionally, he has helped prepare grant proposals for programmatic forest and fuels management programs.

- ✓ **Responsibilities:** Document authorship and data gathering
- ✓ **Licenses and Certifications:** Certified Ecological Restoration Practitioner in Training; Society for Ecological Restoration

TIM CLUTE, M.S. | SWCA | FIRE PLANNING SPECIALIST



Mr. Clute has worked on over 10 CWPPs, completing tasks related to public outreach, technical writing, and field operations and leadership.

Tim Clute will serve as a Fire Planning Specialist. He is a biologist with over 6 years of experience working in the western United States. His experience includes scientific research, public outreach, project management, technical writing, field operations, and field leadership in the states of California, Colorado, Nevada, New Mexico, Washington, Utah, Idaho, Oregon, and Montana. He has substantial knowledge in western forest and rangeland ecology and is well versed in the fire ecology of various western U.S. ecosystems. Mr. Clute’s thesis focused on the

ecophysiology of common conifers growing in western Montana and sought to understand how different conifer species varied in their physiological adaptations to cope with drought and how changing precipitation patterns were reflected in the tree ring record. His work required collaboration with other academics, local forest managers, and researchers from the U.S. Geological Survey (USGS).

Mr. Clute has worked on CWPPs and other fire protection and vegetation management plans. He has worked on the CWPPs for the communities of 40 Acres, Independence, and Three Rivers and Kern and Tulare Counties in California, and he is currently working on the Bernalillo County CWPP in New Mexico.

- ✓ **Responsibilities:** Document authorship and data gathering

RYAN SAGGESE, B.S. | SWCA | FIRE PLANNING SPECIALIST



Mr. Saggese has assisted with Fuel Mitigation and Wildfire Management Plans, Climate Action Plans, General Plans, and Community Plans, and he previously worked with CAL FIRE evaluating forest health projects and utilizing data analysis tools.

Ryan Saggese will serve as a Fire Planning Specialist. He has over 1 year of experience, which has included analyzing data, assisting in the creation of community fire risk maps, establishing hazard reduction actions, and preparing and drafting technical documentation.

Mr. Saggese has experience providing research and technical writing for Fuel Mitigation and Wildfire Management Plans in counties such as

Monterey County in California. In addition, he has conducted carbon emissions analysis and wildfire modeling for fuel reduction projects in counties spanning the entire state of California.

- ✓ **Responsibilities:** Document authorship and data gathering

RICHARD MCCREA, B.S. | WFA | WILDLAND FIRE SUBJECT MATTER EXPERT



Mr. McCrea’s career spans over 32 years and is currently working on CWPPs for 40 Acres and Independence in Inyo County. His expertise is in forestry, fire, and wildland fire management.

Richard McCrea will serve as a Wildland Fire SME. He has over 32 years of experience. During his federal career, he started with the USFS in Montana as a forestry technician and a member of the Helena Hotshot Crew and then began working with the BIA as a forester and fire management officer. The last several years of his federal career, he worked as a national fire planner with the BIA at the National Interagency Fire Center.

Currently, Mr. McCrea works as a wildland fire management consultant, writing FMPs, conducting agency program reviews and wildfire incident reviews, and completing fire risk assessments. This contract work has been with the USFS, BIA, BLM, U.S. Bureau of Reclamation, NPS, Idaho Department of Lands, Oregon National Guard, Michigan Technical University, Mescalero Apache Tribe, and Tule Indian Tribe. In addition, Mr. McCrea is currently working on the 40 Acres and Independence CWPPs.

- ✓ **Responsibilities:** Document authorship, developing project recommendations, and QA/QC
- ✓ **Licenses and Certifications:** Qualified as a Fire Behavior Specialist; formerly qualified as a National Wildfire Coordinating Group Fire Behavior Analyst, Type 3 Incident Commander, Prescribed Fire Burn Boss, and Division Supervisor; member of the International Association of Wildland Fire (IAWF); volunteer on the IAWF Communications Committee

RICK KATTELMANN, PHD. | WHITEBARK | LOCAL SUBJECT MATTER EXPERT



Dr. Kattelmann is local to the Sierra Nevada and is currently working on the CWPPs for 40 Acres and Independence in Inyo County. His career spans over 40 years and includes authoring more than 100 technical papers and working with several universities and the USFS.

Dr. Rick Kattelmann will serve as a Local SME. He has over 40 years of experience, and provides some historical perspective with more than four decades of experience in natural resource issues in the Sierra Nevadas. He served two terms on the Mono County Planning Commission and was a founder of the Eastern Sierra Land Trust, the principal hydrologist for the Sierra Nevada

Ecosystem Project, and the sole or lead author of more than 100 scientific papers and reports. Roughly a tenth of his life has been in the mountains and highlands of Asia and the backcountry of the Sierra Nevadas.

Dr. Kattelmann’s areas of expertise include wildfire risk mitigation, wildfire science advisory, watershed management, and snow and mountain hydrology. He has provided research on projects for Colorado State University, University of California (UC), Santa Barbara, and UC Davis, and was a visiting instructor for the Department of Earth Resources at Colorado State University. He is currently managing the 40 Acres and Independence CWPPs, in which he’s leading the stakeholder and public engagement effort.

- ✓ **Responsibilities:** Hosting and facilitating public meetings, supporting public outreach, and document authorship
- ✓ **Licenses and Certifications:** Former Certified Professional Hydrologist; Author of more than 100 technical papers concerning hydrology and watershed management

ERIN ELLIOTT, B.S. | WHITEBARK | PUBLIC EDUCATION AND OUTREACH SPECIALIST



Ms. Elliot is an ecologist local to the Sierra Nevada and has previously worked for the BLM Bishop Field Office, Stanislaus Experimental Forest, and Great Basin Institute.

Erin Elliot will serve as Public Education and Outreach Specialist. She has over 10 years of experience as an ecologist and a background in botany, natural resource management, wildlife ecology, and recreation management. Other discipline areas include environmental compliance, recreation and land management, restoration, wetlands ecology, and wildlife biology.

Ms. Elliot is currently enrolled in a Rangeland and Fire Ecology Professional Development Program. She has performed

surveys on the Stanislaus Experimental Forest to determine the impacts of fire and variable density thinning treatments and controlled burns for the USFS. She has also performed fieldwork for the Great Basin Institute and was a former Park Ranger for the BLM. Ms. Elliot also has experience directing requisite environmental trainings, hosting management calls, and providing scheduling and coordination support to project managers.

- ✓ **Responsibilities:** Hosting and facilitating public meetings, supporting public outreach, and document authorship
- ✓ **Licenses and Certifications:** CPR, First Aid, AED Training and Certification; Riparian Management and Restoration; Rangeland Restoration Ecology; Basic Wetland Delineation Training; Wetland Training Institute, SCE Stations Conditions Training; Assessment, Inventory, and Monitoring (AIM) Terrestrial Field Methods; Proper Functioning Condition Assessment for Integrated Riparian Management; Identification of Grasses; Botany Training; Tortoise Handling Workshop

HEIDI PORRAS, M.S. | WHITEBARK | PUBLIC EDUCATION AND OUTREACH SPECIALIST



Ms. Porras is local to the Sierra Nevada. She is bilingual in English and Spanish and has over 18 years of experience leading environmental education courses for diverse audiences.

Heidi Porras will serve as Public Education and Outreach Specialist. She has 18 years of experience in marine resource management and education. She is a binational and bilingual conservation professional born in Mexico with extensive experience in outdoor environmental education. She has an academic background in marine resource management and has developed a deep knowledge of community dynamics and challenges. Ms. Porras looks for opportunities to engage the community in learning more about the

natural environment and ways to protect it. Her expertise includes collaborative marine, coastal and desert ecology, designing and implementing community initiatives, stakeholder engagement and outreach, experiential environmental education delivery, and risk management.

- ✓ **Responsibilities:** Hosting and facilitating public meetings, supporting public outreach, and document authorship
- ✓ **Licenses and Certifications:** Foundations for System Leadership & Awareness-Based Systems Change Workshop; Leadership Training Workshop; Fondo Noroeste AC; Quantum Learning Course for Teachers; PROBEA; Wilderness First Aid Responder Course and CPR; “Mexican Educator Kayak and Sailing module” and “Leave No Trace” NOLS

D. SCHEDULE COMMITMENT

SWCA anticipates utilizing existing data from the 40 Acres and Independence CWPPs and working with the County to deliver the final CWPP on an expedited schedule on April 15, 2024, which is earlier than the key deliverable dates identified in the Request for Proposals (RFP) (Table 3). Our project team’s availability and responsiveness are critical elements to consider when managing and delivering work on time and within budget, all while overlapping with each year’s fire season. We have dedicated staff for this project and have ensured, looking at forecasts, that our key team members identified herein will remain committed for the duration of the project. SWCA has a successful record of meeting document delivery deadlines and client schedule expectations, and our proposed staff all have the necessary capacity to support and expedite the County’s target schedule as indicated in Table 3. Should a key team member need to be replaced, whether due to an emergency situation or other unexpected circumstances, SWCA will consult with and obtain approval from the County to replace that team member.

Table 3. Key Deliverable Dates Identified in the Request for Proposals

KEY DELIVERABLE	DUE DATES IN RFP
Prepare and provide a draft version of the CWPP to the County for review	By or before 14 months from the contract start date (July 2024).
Prepare and provide a final CWPP to the County for approval	20 months from the contract start date (November 2024).

Note: For more details on the project Work Plan and Schedule, see [Pricing Information](#)

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4. PRICING INFORMATION



A. WORK PLAN

PROJECT UNDERSTANDING

After reviewing the RFP, our team has a clear understanding of the expectations of the county-wide CWPP. We understand the challenges that the County faces, such as the high proportion of public land with accompanying recreational use, decreasing forest and rangeland health, interspersed values and resources at risk in rural areas, sparsely populated areas, and the ever-increasing duration and intensity of each wildfire season that strains local resources and communities. We also understand the need to bring together and collaborate with the relevant stakeholders to analyze the priorities for risk reduction. Furthermore, several large fires have occurred in Inyo County since the last CWPP was completed, including the 2015 Round Fire (7,000 acres), 2018 Georges Fire (2,883 acres), 2019 Taboose Fire (10,296 acres), and 2022 Airport Fire (4,136 acres). These fires stress the risk that wildfires pose to the county and its communities and the need for an updated and tailored CWPP.



Figure 11. SWCA and Whitebark facilitating a community walkthrough with CAL FIRE, the 40 Acres Fire Safe Council, and community residents in 40 Acres. Photo Credit: Rick Kattelmann.

Our team recognizes that communities within Inyo County vary from location to location, including the surrounding wildland fire environment, population densities, accessibility, proximity to organized fire response, and surrounding land management agencies. We also note the convergent biological provinces (Sierra Nevada, Mojave Desert, and Great Basin), which create unique landscapes within the county and therefore distinct fire environments. In view of these distinct qualities, we understand the necessity for an updated CWPP that addresses the unique concerns of the County and its communities. Our approach will consist of field assessments and GIS analyses that will quantitatively and qualitatively evaluate the features of each area (e.g., wildland fuels, proximity to organized response, accessibility, construction materials, etc.), allowing us to provide specific recommendations with respect to fuel treatments, structural ignitability, and fire response.

The purpose of the CWPP is to provide stakeholders and those living in Inyo County with an overview of wildland fire risks, hazards, and values within the planning area; recommended actions to reduce the risk of catastrophic wildfire to rural communities; and an implementable action plan. Our team will work closely with Inyo County, local fire authorities, the BLM, the USFS, NPS, local tribes, CAL FIRE, the Los Angeles Department of Water and Power, Southern California Edison, and other Core Team members to develop a comprehensive CWPP that is tailored to Inyo County's particular needs and objectives. Local community engagement will ensure we develop this CWPP with broad public and stakeholder support. The CWPP will incorporate extensive scientific data analysis to support recommendations for mitigating fire risk and hazards to communities.

With that understanding, we will develop a CWPP update that will help develop Inyo County's long-term resiliency efforts. In addition, the CWPP update will serve as a source and a guide for accessing grant opportunities and funding aimed at reducing the risk of wildland fires. The CWPP update will also implement a process to quantify improvements in community resiliency over time and to track planned and completed mitigation projects and the success of community outreach. Our approach to supporting these needs will be to adhere to all minimum state standards throughout plan development and follow the recommendations for developing a CWPP provided by the Society of American Foresters, in collaboration with the National Association of Counties, National Association of State Foresters, Western Governors' Association, and Communities Committee, outlined in *Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities*, available at <https://www.forestsandrangelands.gov/documents/resources/communities/cwpphandbook.pdf>.

We propose to use the guide's eight steps to ensure we align the Inyo County CWPP update with CWPP best practices.

The RFP contains an elaborate project schedule. Facilitating effective stakeholder and public engagement, gathering the necessary data, developing a comprehensive Risk-Hazard Assessment, and then compiling a useable deliverable requires adequate time for a reputable and experienced team to accurately complete. We believe we are the team to accept the challenge. As an employee-owned company, SWCA considers our proposed project budgets very carefully. Our goal is to provide the highest level of service to our clients, while also adhering to an honest budget that reflects the level of service required.

With that goal in mind, we have developed a series of cost-saving measures to complete all requested project elements within the budget available. These cost-saving measures are detailed below within each subsection. In addition, should the County deem necessary, the scoped items below can be renegotiated to better align with the County's needs and budget.

Anticipated hours and rates for key team members are included as Table 4.

TASK 1: KICKOFF MEETING / CONVENE DECISION-MAKERS

Kickoff Meeting

Our team will convene an initial kick-off conference call (virtual) with County representatives to discuss key topics of the project, such as identifying the CWPP goals and objectives, establishing communication protocols, determining initial project scheduling and deliverables, and identifying preliminary data needs that will facilitate the planning process. SWCA has a head start since we have a stakeholder list and datasets that were compiled during our work with the

40 Acres and Independence CWPPs. During the call, we will also work with the County to identify additional Core Team members. The Core Team will represent important agencies and stakeholder groups with an interest in wildfire prevention. These stakeholders are likely to span representatives from the Inyo County Office of Emergency Services, Inyo National Forest, local tribes, BLM Bishop Field Office, High Sierra Energy Foundation, Mono County Wildfire Mitigation representatives, NPS, CAL FIRE, Los Angeles Department of Power and Water, local fire authority, and other prominent wildfire planning entities in the region, such as representatives of neighboring Operational Areas. The Core Team will be responsible for reviewing fire behavior modeling results, developing recommendations for fire mitigation and risk reduction, and providing expert knowledge regarding fire risk and hazard within Inyo County and the WUI.

TASK 1 DESIGNATED PERSONNEL

Montiel Ayala, Victoria Amato, Paris Krause, Lia Webb

Project Manager Montiel Ayala will work in collaboration with Inyo County to engage the Core Team in the planning process. SWCA will be serving as the main point of contact and facilitating the process throughout. SWCA will provide meeting minutes to all participants within 4 business days of each meeting. Mr. Ayala will supervise our team members and be the main point of contact for the County and the Core Team.

Assumptions

- There will be a virtual kick-off call.

Task 1 Deliverables

- ✓ Meeting agendas, minutes, and action item tables for Kick-off Meeting

Cost-Saving Measures

- ✓ SWCA has an existing list of stakeholders in Inyo County to streamline Core Team establishment
- ✓ SWCA has a data library of Inyo County datasets that will reduce the time needed for compiling data

TASK 2: INVOLVE STATE, LOCAL, AND FEDERAL AGENCIES

Core Team Meetings

SWCA will conduct Core Team meetings, which will begin within the first month after receiving the notice to proceed, using virtual platforms to accomplish the highest attendance, provide the most flexibility in schedules, and reduce costs. SWCA has budgeted for travel to Inyo County to carry out on-the-ground hazard assessments and public outreach during the summer of 2023. If preferred by the County, SWCA will convene the second Core Team meeting in person to align

with that mobilization of our team. In our experience, the first and last Core Team meetings can be held virtually and still be highly effective using tools we have developed in the Zoom platform. The second Core Team meeting is best held in person to provide for interaction with map products and facilitate more collaborative planning by stakeholders. Our team is completely open to discussion with the County regarding meeting formats and schedule; we propose this

TASK 2 DESIGNATED PERSONNEL

Montiel Ayala, Victoria Amato, Paris Krause, Lia Webb

approach as it has proven to be a very efficient and effective way to approach the planning process and aid in constraining travel costs, while resulting in the same high-quality product.

Our team will facilitate up to three Core Team meetings lasting approximately 2 to 4 hours each. During the first Core Team meeting, our team will facilitate an overview of the CWPP process, identify and establish Core Team expectations, identify goals and objectives of the CWPP, discuss the project schedule, and begin to document and discuss community hazards to include with the findings associated with on-site NFPA 1144 assessments and the risk assessment. The second meeting will be convened to collaboratively develop risk reduction recommendations. The third meeting will be convened so that all parties can review and provide input on the draft CWPP deliverables. Coordination beyond the meetings noted above will be facilitated as needed using virtual platforms.

Our team will facilitate all Core Team meetings to guide the planning process and build consensus among members. We have identified locally based SWCA team member Lia Webb to facilitate meetings with the Core Team and public. She brings over 20 years of facilitation experience and a plethora of knowledge of eastern Sierra fire management and wildfire preparedness. We will develop agendas for Core Team meetings that outline each component of the CWPP and clearly identify action items. A record of minutes will be made of all Core Team meetings and will be distributed to all participants within 4 business days of each meeting. Project Manager Mr. Ayala will act as point of contact for, and liaison between, Core Team members and federal agencies as required. Our team understands the demanding schedule of fire department staff; therefore, we are willing to host an additional virtual meeting after hours to meet with fire department staff and allow opportunities for them to aid in project recommendation development.

Assumptions

- There will be one in-person and two virtual Core Team meetings.

Task 2 Deliverables

- ✓ Meeting minutes, agendas, and action item tables for Core Team Meeting

TASK 3: PUBLIC ENGAGEMENT

Outreach

SWCA will work with the County and Core Team to develop a comprehensive outreach plan. SWCA will work with our teaming partner, Whitebark, to bring local subject matter expertise to this effort. Our approach includes various methods of engaging and educating residents and stakeholders, incorporating feedback into planning in a timely manner. Having conducted public outreach for the 40 Acres and Independence CWPPs, SWCA knows how to reach rural residents through unique avenues, for instance, leveraging the networks of existing Fire Safe Councils to rally interest and foster community participation. The CWPP update will also position the County to continue community and stakeholder outreach past CWPP completion as fuels projects continue.

TASK 3 DESIGNATED PERSONNEL

Montiel Ayala, Paris Krause, Lia Webb, Rick Kattelmann, Heidi Porras, Erin Elliot

SWCA will develop project information, marketing, and outreach materials to engage the community and stakeholders and to promote public awareness of the project. These materials include draft posts and announcements for use in print (e.g., mailers, press release, doorhangers), on social media (e.g., Facebook, Twitter), or on agency websites (e.g., Inyo County or Inyo Fire authority websites). Some of these materials will be references from CAL FIRE and Firewise USA, which SWCA will help centralize and make readily available for homeowners. SWCA will provide draft electronic versions of all materials for County review and publication. Communities are often engaged through social media applications, including grassroots Facebook pages and the Nextdoor app; SWCA can leverage this avenue through items like an online survey for gauging a community’s perception of wildfire preparedness.

SWCA can also build an **ArcGIS story map** (optional task) that features interactive maps with narrative text and other multimedia content; this can be standalone or a direct link within an existing County website page. The story map can be implemented as a platform for collaborative efforts with the County, the Core Team, stakeholders, and the public; allow for local residents' input through a community survey and other interactive media options; and provide interactive information to stakeholders and constituents about project status development and project accomplishments. The final story map deliverable can house the final CWPP, facilitating easy and timely future updates of a living CWPP document, as well as making the document readily accessible to the public. The story map provides the ability to host a project-tracking system, which is designed to provide real-time updates, measurable progress, and the ability for multi-agency coordination and collaboration well after the completion of the CWPP document. Story map development would be continuous throughout the project life to incorporate completed sections and allow for community outreach (survey) if desired. Draft sections and the final story map would be presented for Core Team review before production. SWCA recommends creating the story map in the County's ArcGIS Online (AGOL) account to facilitate transfer upon project completion. CWPP story maps align with the intent of the Cohesive Strategy and Healthy Forests Restoration Act in that they bring the community closer to the planning effort, inspire and guide actions across stakeholder groups, and build ownership in the plan.

Our team recommends holding one or two public meetings or community outreach events lasting 2 to 3 hours, to be scheduled and conducted in-person, or using a virtual platform if determined by the County with consideration to COVID-19 pandemic restrictions. The public outreach schedule and location would be discussed with the County and the Core Team but would be used to gather initial input or comments on the CWPP and could include public education on wildfire prevention and preparedness topics. Hosting the public outreach event(s) as part of a larger planned Inyo County event can capture a wider audience instead of holding standalone meetings with lower attendance. Due to population distribution and SWCA's familiarity with the County (we have conducted events in Bishop, 40 Acres, and Independence), we propose to conduct public events in Bishop and southern Inyo County. However, we will work with the County to collaboratively determine a sound approach that best meets the needs of the County and its residents.

Should the outreach be in a virtual setting, SWCA has extensive experience developing virtual public meetings, webinars, or other online events that can provide for effective interaction with the community and stakeholders.

Assumptions

- The County will support public outreach and disseminate marketing materials provided by SWCA.
- There will be up to two public outreach events, hosted in-person, or virtually, at the discretion of the County.
- All deliverables will be in electronic format except the outreach event(s) materials for public events.

Task 2 Deliverables

- ✓ Event materials, coordination of public review process, including developing up to two press releases for the CWPP and social media posts to help promote public events and the 2-week public review and comment period for draft document

TASK 4: ESTABLISH COMMUNITY BASE MAPS

Gather and Analyze Data

SWCA, through its work on the 40 Acres and Independence CWPPs, has obtained many pertinent Inyo County datasets and has established County contacts should any of the datasets require updates or replacement. In addition, we have collected substantial amounts of data at the community level for several communities, including Independence, Fort Independence, Seven Pines, Oak

TASK 4 DESIGNATED PERSONNEL

Montiel Ayala, Liz Hitzfelder, Ryan Saggese

Creek, Mt. Whitney Fish Hatchery, and 40 Acres. Our existing data library for Inyo County will streamline the data collection process and will result in increased efficiency and reduced costs. Still, we will work with the County to ensure that data and information on topics such as local fire history, previous and planned fuels management treatments, baseline vegetation and fuels data, community and residential areas (WUI interface and intermix), sensitive environmental resource areas, highly valued resources and assets, resource response capacity, policies, and management approaches are the most recent.

SWCA will review the existing Inyo County CWPP and identify any data gaps, in order to ensure the CWPP update is consistent with existing and new plans and documents and facilitate incorporation of analysis outputs in prioritized recommendations and maps. Our team will discuss with the County the possible incorporation of potential operational delineations (PODs), strategically placed landscape treatments (SPLATS), firesheds, or other strategic operational delineations and assessment levels for a comprehensive cross-boundary approach to wildfire and fuels management. SWCA will use our SharePoint software to facilitate and streamline sharing of documents.

Create Community Base Maps

As stated above, SWCA has a data library of many relevant Inyo County datasets and has collected considerable amounts of data from several communities, which will allow for a streamlined and cost-effective data gathering phase. Our team will work with the CWPP Core Team to review all gathered relevant data and information and data to understand existing baseline conditions throughout the project area and WUI and identify data gaps. We will use a combination of Esri software, Microsoft Office Suite applications, and simple JPEG imagery to ensure that relevant staff can edit all data and products. If the communities have specific recommendations for additional tools, those may be incorporated into our process. We will use our SharePoint software to facilitate easy file transfer between the SWCA-WFA-Whitebark team and the Core Team.

Working collaboratively with the Core Team, our team will develop community base maps tailored to Inyo County for the CWPP. The maps will present information that includes, but is not limited to, high wildfire risk areas, inhabited areas at elevated fire risk, high-value assets in need of protection from wildfires, land ownership boundaries, community WUI areas at risk, unincorporated areas at risk, ingress and egress routes, fire history and previous fuel treatments, highly valued resources and assets, critical infrastructure (roads, emergency response facilities, water supply, schools, communication towers, airports, power lines, etc.), fire history, previous fuels treatments, and locations of major water sources and suppression resources. SWCA will work with the Core Team to delineate a WUI map that will be accompanied by a description and narrative of communities at risk.

Assumptions

- Timeframes and deadlines are dependent on the timely transfer of documents, data, and GIS files. All requests will be filled within 2 weeks of request. Data received outside of this timeframe may trigger budget and/or schedule changes.
- Data provided to SWCA during the project will not change once they are received. In the event of a fire occurring during the project period, SWCA and the County will consult and agree upon any necessary changes to the deliverables, scope, and budget, as needed. If changes to the deliverables as a result of the fire are necessary and desired, a scope and budget for the work will be prepared by SWCA at that time.
- WUI delineations and the CWPP landscape will not change after they have been approved by the County and the Core Team.

Task 4 Deliverables

- ✓ Community base maps

Cost-Saving Measures

- ✓ SWCA has GIS data and relevant wildfire mitigation planning documents (e.g., 2017 Hazard Mitigation Plan, 2009 CWPP) for Inyo County, as well as information and data for several communities, which will reduce the level of effort required for the data gathering phase.

TASK 5: DEVELOP A COMMUNITY RISK ASSESSMENT

SWCA, through our work on the 40 Acres and Independence CWPPs, has produced community risk assessments for large portions of Inyo County and has worked with federal agency fuels specialists to calibrate fuels based on known fire behavior conditions. Therefore, SWCA is intricately familiar with datasets and on-the-ground conditions of the fuels in the region. Our previous experience with fuels datasets and field conditions as well as executing risk assessments in the region position us to execute this task effectively and efficiently.

TASK 5 DESIGNATED PERSONNEL

Montiel Ayala, Lia Webb, Victoria Amato, Liz Hitzfelder, Rich McCrea

A significant component of the Inyo County CWPP update is the development of a community risk assessment. Our team will work with the Core Team to ensure that existing datasets are the most recent, and we will compile additional information related to wildfire risk and hazard to develop a written and graphical community risk assessment for the project area. This process will involve identifying and assigning risk categories (e.g., extreme, high, medium, low) to communities and neighborhoods based on the risk assessment, community input, and on-the-ground assessments. The data that will be used for this task includes existing information regarding fuel hazards; risk of wildfire occurrence and specific threats resulting from common ignition sources like roads, recreational activities, energy infrastructure, and lightning strikes; homes, businesses, and essential infrastructure at risk; other community values at risk; local preparedness and firefighting capability; fire history data; and any other related information available to evaluate hazardous conditions.

Fire Risk and Fire Potential

Fuel and Topographic Conditions

Baseline fuels data will be obtained from the most recent national LANDFIRE database and will consist of a fuel raster (the 40 Scott and Burgan Fire Behavior Fuel Model), several canopy cover rasters, a digital elevation model raster, an aspect raster, and a slope raster. Our team has previously worked with local fuels specialists to calibrate Scott and Burgan fuel models and will gather additional input from stakeholders that were not present on the 40 Acres and Independence Core Team to ensure that there is consensus among all Core Team members.

We will use preliminary community base maps, existing fuels data, agency FMPs, and local knowledge to develop comprehensive maps that define hazard areas, WUIs, fuel inventories, and potential fire behavior characteristics for Inyo County. These data will be used, in collaboration with the Core Team, to inform the development of fuel mitigation strategies. The fuels data will be ground-truthed by our fuels specialists during our team mobilization to the area.

Historic Weather Data

Fire behavior is also governed largely by wind and weather patterns. Through previous work in the region, SWCA has created initial fuel moisture American Standard Code for Information Interchange (ASCII) text files by using historic weather and wind data from Local Remote Automated Weather Stations. These weather files will be used in conjunction with the fire/weather program FireFamilyPlus to differentiate hazard areas by the prevalence of prominent wind direction.

Model Outputs

Accurate assessment of potential fire behavior will be achieved through the use of fire behavior models housed within IFTDSS (e.g., BehavePlus, FARSITE, and FlamMap) that help determine the magnitude of fire behavior parameters—flame length, rate of spread, and fireline intensity—across the landscape. These models use existing fuels data combined with local topographic models to determine fire behavior. SWCA has previously worked with local fuels specialists to ensure that fire behavior models are representative of current conditions. Prior to finalizing the models, the Core Team will be encouraged to review model outputs to ensure consensus among the Core Team.

Wildfire Ignition History Illustrated by Spatial Data

SWCA has already determined common ignition sources and relative frequency of wildfires within and around several Inyo County communities. SWCA will utilize our ignition source and frequency of wildfires datasets to streamline the same process at a county level. In addition, we will use existing fire history information (gathered from agency sources, the Monitoring Trends in Burn Severity database, CAL FIRE’s Fire and Resource Assessment Program, and data housed within IFTDSS) and local knowledge to ensure that the dataset is up to date. Our team will produce a base map containing fire occurrence frequency for review by the Core Team. The fire modeling procedure discussed above will be coupled with the historical fire frequency data and separate risk assessment information to produce the composite assessment that rates the landscapes for Inyo County as extreme, high, medium, or low risk of wildfire.

Community Risk Assessment

Risks to People, Property, and Infrastructure

In addition to the many modeling tools available to us, our team will also carry out a thorough on-the-ground assessment of fire hazard using the 2018 NFPA 1144 Standards for Reducing Structure Ignition Hazards from Wildland Fire. This field survey will evaluate various factors related to wildfire risk, including construction materials, defensible space, fuels, proximity to organized fire response, ingress and egress routes, and topography. Our team has already completed field hazard assessments for a large portion of the WUI in Inyo County, which will allow us to expedite the field hazard assessments. We expect that the on-the-ground assessments will be completed in 3 or 4 days. Our team uses a digital form (Figure 12) and web application using Survey123 and Esri Field Maps to survey, capture, and document wildfire hazards across the planning area.

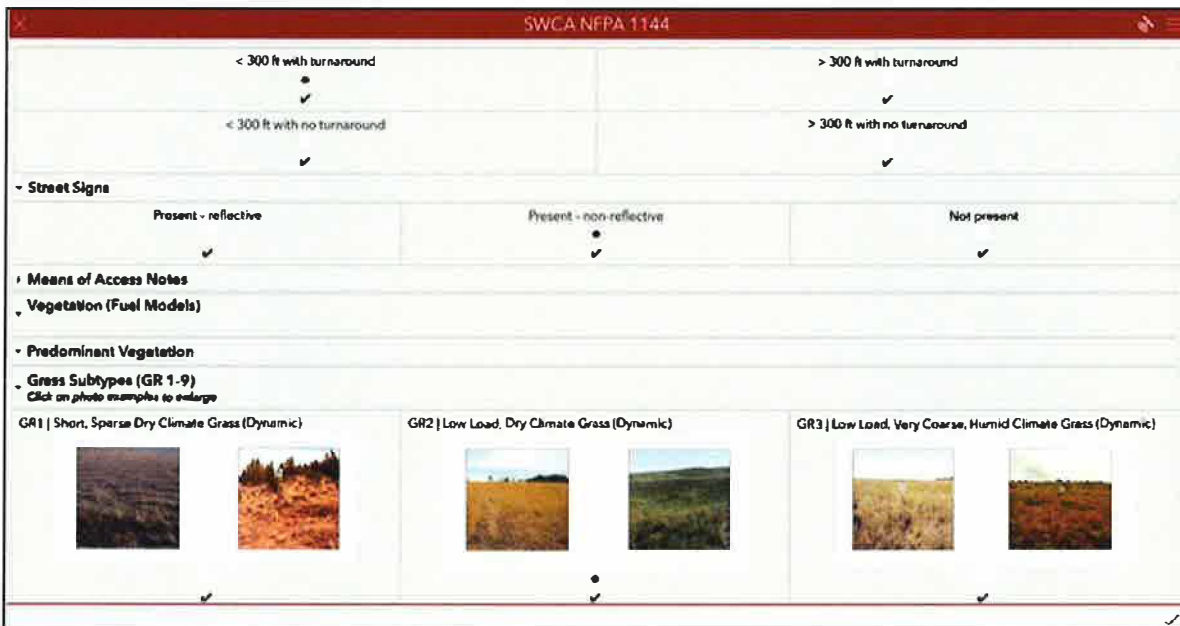


Figure 12. Survey123 digital form used in the field to survey, capture, and document wildfire hazards

Using the information from these on-the-ground assessments, our team will develop, through collaboration with the Core Team, a comprehensive list of mitigation strategies and treatments for reducing structural ignitability in the home ignition zone and around essential infrastructure and community values at risk that tie into California Public Resource Code Section 4291.

Risk to Natural Resources

Our team will encourage community involvement through the public outreach process to develop a list of community values at risk within or adjacent to the WUI within Inyo County, including natural resources, critical wildlife habitat, watersheds, and environmentally sensitive areas that will be prioritized when formulating treatment recommendations. Having worked with several communities in Inyo County, SWCA has developed a good understanding of natural values at risk within communities and the region.

Risk to Economic Resources

While gathering data on community values at risk, SWCA will identify and document economic and cultural resources that are valued by the communities and vulnerable to wildfire impacts. This information may include cultural and historic sites, recreation sites, critical infrastructure, and commercial and residential properties in the WUI. Having worked with several communities in Inyo County, SWCA has developed a good understanding of economic resources at risk within communities and the region.

Firefighting Capability and Wildfire Readiness

The CWPP will include an analysis of existing firefighting capability and Inyo County's current preparedness to respond to wildfire. We will provide recommendations for improving organizational firefighting capability and wildfire readiness through development of the CWPP update recommendations. Having worked with state and local firefighting personnel in Inyo County, SWCA has established relationships with fire departments serving the communities within the County. In addition, we have also compiled fire department resource information for local and state fire departments.

Our team will work with members of the Core Team and local firefighting personnel to provide expert local direction on the County's capability to fight wildfire throughout all communities. We will evaluate the location of firefighting equipment and personnel, access roads, and evacuation routes, as well as water availability for fire suppression needs, to assess which areas are particularly vulnerable and require solutions and priorities for action. The final CWPP update will support future funding efforts for firefighting operations in Inyo County.

Integration with Existing Planning

The CWPP update will be designed to complement existing emergency management planning and federal and state fire management planning by providing a detailed overview of federal, state, and local fire management within the project area and bordering landscapes. As proposed in Task 4, SWCA and the Core Team will ensure that the CWPP update integrates with all existing fire management planning and hazard mitigation legislation to ensure consistency in approach, prevention of duplication of efforts, and alignment with mutual aid/reciprocal response agreements and planning in adjacent counties. SWCA carries out similar analyses for all CWPPs and FMPs since collaboration is critical to fire management planning and response.

SWCA is in the final stages of the CWPP process for 40 Acres and Independence, and we will integrate these plans into the Inyo County CWPP update once they are finalized. Through our work in these communities, we have established relationships with many of the regions stakeholders and have established risk assessment protocols that will build consistency at the County level.

Assumptions

- Up to 4 field days will be allotted to two personnel to complete field assessments, weather permitting.
- The risk assessment will be revised twice.
- Data will be provided in a timely manner (see Task 4 assumptions) from the County.
- Timeframes and deadlines are dependent on the timely transfer of documents, data, and GIS files. All data requests will be filled within 2 weeks of request. Data received outside of this timeframe may trigger budget and/or schedule changes.
- No major changes requiring additional data collection, analysis, or re-analysis will be performed after the community hazard and risk assessment has been completed.

Task 5 Deliverables

- ✓ Community assessment summaries that detail findings from field assessment, community values at risk, and firefighting capabilities

Cost-Saving Measures

- ✓ SWCA has recently (fall 2022) completed detailed community risk assessments for Independence, Fort Independence, Seven Pines, Oak Creek, Mt. Whitney Fish Hatchery, and 40 Acres and will integrate those into the Inyo County CWPP update to reduce the level of effort required for Task 5.

TASK 6: ESTABLISH COMMUNITY PRIORITIES AND RECOMMENDATIONS

Development of Priorities and Recommendations

The tasks above will be used to facilitate a collaborative discussion amongst the Core Team and other stakeholders to identify local priorities for mitigation strategies, which we propose be structured (along with the CWPP update) to align with the Cohesive Strategy to facilitate increased integration with national fire policy and funding. The CWPP update can be structured with the three main goals of the Cohesive Strategy in the following way:

TASK 6 DESIGNATED PERSONNEL

Montiel Ayala, Lia Webb, Victoria Amato, Rich McCre

1. **Resilient Landscapes:** The CWPP update will focus on recommendations for fuel treatments and watershed protection throughout Inyo County, including the protection of the surrounding sagebrush desert landscapes, administered by the BLM and National Forest. Recommendations for hazardous fuel treatments will include types and methods of treatment on federal and non-federal land to protect communities and infrastructure.
2. **Fire-Adapted Communities:** The CWPP update will focus on recommendations for actions to prevent structural ignitability (e.g., defensible space) and provide public education and outreach.
3. **Safe and Effective Wildfire Response:** The CWPP update will focus on recommendations for actions that address firefighting capability and wildfire readiness in Inyo County.

In addition to tiering the CWPP update recommendations to the three main goals identified above, SWCA will also develop CWPP content to address post-fire recovery and rehabilitation measures. With this structure, the CWPP update will effectively address applicable federal and state requirements and legislation, a community risk assessment, the establishment of community hazard reduction priorities and projects, and an Action Plan.

Recommendations will provide measures to protect essential infrastructure and community values and assets at risk. Finally, our team will ensure that the recommendations and entirety of the CWPP update integrate with all existing fire management and hazard mitigation planning with assistance from the Core Team.

In fall 2022, our team established detailed community priorities and recommendations for Independence, Fort Independence, Seven Pines, Oak Creek, Mt. Whitney Fish Hatchery, and 40 Acres, which will allow us to reduce the effort required for this phase.

Fuels Treatments Prioritization

SWCA will collaboratively discuss the identification of local priorities for recommended fuels projects. SWCA will solicit input from the Core Team and the public, compiling comments and concerns to help identify and prioritize these recommendations. Treatment locations will be prioritized based on the wildfire risk to communities and essential infrastructure, as well as consideration of existing fuel conditions and historic fire and weather patterns. Recommendations for wildfire mitigation will not only be based on existing conditions but will also address potential future conditions through incorporating data on insects and disease and by incorporating input from local agency specialists. Various mechanical and prescribed fire hazardous fuels treatments will be discussed and evaluated based on their effectiveness for each vegetation type and for each land ownership type present. Additionally, when determining field treatment procedures, it is important to incorporate practices that are already being implemented on federal, Tribal, state, and private lands. Incorporating these practices will ensure successful integration of the CWPP update with pre-existing plans and remove potential for future management conflicts or misunderstandings.

Task 6 Deliverables

- ✓ Recommendations matrices

Cost-Saving Measures

- ✓ SWCA recently (fall 2022) established detailed community priorities and recommendations for Independence, Fort Independence, Seven Pines, Oak Creek, Mt. Whitney Fish Hatchery, and 40 Acres and will integrate those into the Inyo County CWPP update to reduce the level of effort required for Task 6.

TASK 7: DEVELOP AN ACTION PLAN AND ASSESSMENT STRATEGY

For many years, SWCA has used a matrix format for our CWPP project recommendations (Task 6). These matrices function as action plans that can be used by our clients to pursue project implementation and gain funding. These matrices will follow the goals of the Cohesive Strategy. The County will benefit from alignment with the Cohesive Strategy and integration with fire policy at the federal, state, and regional levels. Benefits include ease of funding procurement and smoother collaboration between stakeholders. The recommendation matrices include project descriptions, priorities, methodology and approach, timelines for implementation, potential funding sources, and agency and stakeholder contacts. Proposed projects will address protection of life and property and build wildfire resilience to reduce impacts to natural, cultural, and historic resources. These matrices will be tailored to each community to address the inherent differences in the hazards and risks that each face.

TASK 7 DESIGNATED PERSONNEL

Montiel Ayala, Ryan Saggese, Christian Testerman, Tim Clute, Rich McCrea, Rick Kattelmann

The CWPP update will include information on project monitoring, which will assist local land managers in determining the effectiveness of the CWPP update and implemented projects. Monitoring protocols, including monitoring schedules, will be outlined for various project types, from fuels projects to public outreach and engagement. The monitoring plan will help identify triggers for CWPP updates and will complement the CWPP update process by informing the Core Team of successes and failures, as well as any barriers to successful mitigation that need to be overcome.

Draft CWPP and Review

The tasks above will be used during the development of the draft Inyo County CWPP update. After an introduction to relevant background information and the wildland fire environment, risk assessment results will be included in both

spatial format (using maps denoting gradation of wildfire risk) and narrative discussion, outlining both positive and negative attributes of Inyo County's structure and setting that impact the overall risk rating. Following the risk assessment, the draft will include the recommendation matrices and several appendices. One of these appendices will be a homeowner's guide that will include actions that homeowners can take to not only prepare before a wildfire, but also during and after a wildfire.

SWCA will prepare the draft revised Inyo County CWPP update to submit to the Core Team for review and comment by January 15, 2024. As aforementioned, the draft CWPP update will incorporate priorities and recommendations for Inyo County. The draft will be submitted electronically to the Core Team using SWCA's SharePoint site. This will facilitate review and comment by Core Team members concurrently. Our team will facilitate a Core Team meeting (Core Team Meeting No. 3) to gather feedback on the draft CWPP update and discuss revisions.

The public will be invited to provide written comments on the draft CWPP update document during a public review period.

Task 7 Deliverables

- ✓ The draft CWPP update delivered for review by January 2024 (assuming an expedited schedule).

TASK 8. FINALIZE THE COMMUNITY WILDFIRE PROTECTION PLAN

Following draft reviews and revisions, our team will deliver the final revised Inyo County CWPP update to the Core Team before the project end date, April 15, 2024. Upon completion of the press-ready CWPP update, our team will produce up to 10 full-color, bound, hard copies of the Final Inyo County CWPP update, as well as full electronic copies in both PDF and Microsoft Word formats. In addition, SWCA will provide all electronic files shared through our SharePoint site, including all maps in PDF and Esri geodatabase or shapefile formats. SWCA will coordinate with all required agencies for written plan approvals prior to the adoption of the CWPP update by the Inyo County Board of Supervisors.

TASK 8 DESIGNATED PERSONNEL

Montiel Ayala, Ryan Saggese, Christian Testerman, Tim Clute, Rich McCrea, Rick Kattelmann

Assumptions

- No delay in contract start date (e.g., a notice to proceed in late February or early March 2023).

Task 8 Deliverables

- ✓ The final approved CWPP update via email.
- ✓ Ten bound printed copies of the final approved CWPP update.

TASK 9: PROJECT MANAGEMENT

SWCA will work with the County to guide the planning process and build consensus among team members. We will develop agendas for meetings, prepare progress reports, communicate any issues, clearly identify action items, and ensure the CWPP update is delivered within schedule and budget. Project Manager Mr. Ayala will act as point of contact for the County and the project team. Our team stresses regular communication (email, calls) with the County in between meetings to anticipate and thus avoid any potential setbacks or issues. SWCA will utilize its project controls team and project management methods (see [Project Controls](#) section of this proposal).

TASK 9 DESIGNATED PERSONNEL

Montiel Ayala, Paris Krause

Task 9 Deliverables

- ✓ A CWPP update produced on schedule, within budget, and with excellent transparency and communication.
- ✓ Progress reports.

OPTIONAL TASK: DEVELOP THE ARCGIS HUB AND STORY MAP

SWCA has been promoting hub sites and story maps for CWPPs for many of our clients around the country. As an **optional task**, our team could develop a hub site (similar to a website) and story map that will create a highly functional, easy-to-use interface to tell the story of place and people's values in a way that illustrates data-rich, science-based information. An example of a story map SWCA created for Three Rivers Fire Safe Council CWPP can be found here:

<https://three-rivers-cwpp-tularecounty.hub.arcgis.com>.

**ARCGIS STORY MAP
DESIGNATED PERSONNEL**

*Victoria Amato, Montiel Ayala,
Liz Hitzfelder*

The hub site forms the landing page for the project and provides links to the story map and other important content (e.g., public meeting announcements and the community survey). The story map serves as a place where residents can access project recommendations, interact with baseline mapping and risk assessment information, and seek mitigation measures they can take in and around their properties. The story map will be designed to be accessible and easily navigable by the public.

The hub and story map can be used as primary tools for engagement of the Core Team and the public during the ongoing COVID-19 pandemic. For example, the story map can be implemented as a platform for collaborative efforts in the event Core Team meetings must be held virtually and can also provide interactive information to stakeholders and constituents about the development of the 40 Acres and Independence CWPP. The hub is an excellent platform to notify the public about opportunities for involvement and comment submittal. The story map can host the digital copy of the CWPP document for review and house a comment submittal form during public review. Furthermore, links to the hub and story map can be shared on community and agency websites to maximize circulation. The final story map deliverable will house the fully executed final CWPP update and will be delivered following completion of the CWPP update project.

The story map provides the ability to host a project tracking system, which is designed to provide real-time updates and the ability for multi-agency coordination and collaboration well after the completion of the CWPP update project. The tracking system is available for internal use and has the potential to operate with the following features:

- Project database
- Project entries and subentries into the database
- Funding tracking
- Milestone and goal tracking
- Project constraint/opportunity tracking
- Project progress tracking
- Agency delegation
- Images or other files attached to project records
- Spatially delineated project locations/working areas

Externally, the project tracker holds the ability to display statistics to the public on a dashboard, such as acres treated, dollars spent, or number of meetings held.

Should the County choose the story map option, our team will work with the County to determine the appropriate hosting arrangements for the platform. SWCA can host the story map in perpetuity on our AGOL account for a small retainer (not included in budget estimate below). If this is not an attainable endeavor currently due to budget constraints, the County could consider developing a story map at a later time to build upon this CWPP effort.

B. ANTICIPATED HOURS AND RATES OF KEY TEAM MEMBERS

Table 4. Number of anticipated hours and rate of the project manager and key team members per year.

PROJECT MANAGER AND KEY TEAM MEMBERS	FIRM	ESTIMATED HOURS	2023 RATE	2024 RATE
Montiel Ayala, M.S. Project Manager	SWCA	249	\$130	\$134
Victoria Amato, M.S. Fire Subject Matter Expert	SWCA	41	\$161	\$166
Paris Krause, M.S. Assistant Project Manager	SWCA	74	\$130	\$134
Lia Webb, B.S. Local Subject Matter Expert and Facilitator	SWCA	86	\$150	\$155
Liz Hitzfelder, M.A. GEO GIS and Fire Modeling Specialist	SWCA	158	\$117	\$121
Christian Testerman, B.S. Fire Planner	SWCA	74	\$85	\$88
Tim Clute, M.S. Fire Planning Specialist	SWCA	86	\$97	\$100
Ryan Saggese, B.S. Fire Planning Specialist	SWCA	193	\$107	\$111
Richard McCrea, B.S. Wildland Fire Subject Matter Expert	WFA	40	\$135	\$135
Rick Kattelman, PhD. Wildfire Risk Mitigation Specialist	Whitebark	48	\$80	\$88
Erin Elliot, B.S. Botanist and Environmental Scientist	Whitebark	16	\$80	\$88
Heidi Porras, M.S. Public Education and Outreach Specialist	Whitebark	16	\$80	\$88
Cost Controls	SWCA	20	\$150	\$155
Other Support Staff	SWCA	88	\$72-\$117	\$75-\$121
	TOTAL HOURS	1,189	\$72-\$279	\$75-\$288

C. WORK SCHEDULE

Table 5. SWCA proposed work schedule

TASK	START	END	DELIVERABLE	MILESTONE	REVIEW PERIOD
Task 1: Kick-off Conference Call / Convene Decision-Makers	3/1/23	4/1/23		NA	NA
Kick-off Meeting with Inyo County OES	~3/1/23	4/1/23	Stakeholder List/ Meeting Minutes		
Task 2: Involve Local, State, and Federal Agencies	4/1/23	4/15/24		NA	NA
Core Team Meeting 1	~4/16/23	NA	Meeting Minutes/ Action Items		
Core Team Meeting 2	~6/24/23	NA	Meeting Minutes/ Action Items		
Core Team Meeting 3	~12/15/23	NA	Meeting Minutes/ Action Items		
Task 3: Public Engagement	~6/24/23	4/15/24			
Host Community Workshops/Events	~6/24/23	NA	Event Materials		
Host Community Workshops/Events	~10/15/23		Event Materials		
Task 4. Establish Community Base Maps & Gather Data	4/1/23	5/15/23	NA	Data compiled by 5/15/23	NA
Establish Maps	4/11/23	6/11/23	Base Maps	Base maps established by 6/11/23	5/11/23–5/25/23
Task 5. Develop a Community Risk Assessment	4/1/23	6/30/23			
Desktop Analysis	4/1/23	6/1/23	Wildfire Risk Assessment Map/Fire Behavior Model	Desktop analysis completed by 6/1/23	6/1/23–6/15/23
Field Assessment	~4/7/23	~6/30/23	Data and Community Assessment Summary Write Ups	Field assessments completed by 6/30/23	NA
Task 6: Establish Community Priorities and Recommendations	6/30/23	10/30/23			
Community Priorities and Recommendations	6/30/23	10/30/23	Recommendation Matrices	Draft matrices completed by 10/16/23	10/16/23–10/30/23
Task 7: Develop Action Plan and Assessment Strategy	6/30/23	1/30/23			
Action Plan (Draft CWPP and Review)	6/30/23	1/30/23	Draft CWPP Update	Draft CWPP completed by 1/15/23	1/15/23–1/30/23
Task 8: Complete the Final CWPP	1/30/23	4/15/24	Final CWPP Update	Final CWPP completed by 4/15/24	NA
Task 9: Project Management	3/1/23	4/15/24	Progress reports		NA
OPTIONAL TASK					
Task 8 (Optional): Develop the ArcGIS Hub and Story Map	4/1/23	4/15/24	Story Map	Story map completed by 4/15/24. *Draft sections will be presented periodically	*6/11/23–4/15/24

D. COST CONTROL

The quality of our work products is of utmost importance, as is our commitment to meeting project deliverables and schedule. Communication is the key to successfully completing any project, particularly on time and within budget—staff availability and responsiveness are equally critical elements. The value of regular meetings between the County and SWCA cannot be overstated; we recommend bi/weekly scheduled virtual calls throughout the life of the project with benchmark meetings scheduled for stakeholder involvement. We have structured our team to best meet both the collaborative approach of the CWPP update and the technical expertise needed to update the CWPP with relevant, action-oriented recommendations. We know the time-sensitive nature of implementing hazardous fuels mitigation and home-hardening measures, and thus will ensure proper staff are allocated at the right time for the appropriate tasks. We will use management tools to maintain clear project communications and meet deadlines, such as conducting regular team calls, clearly communicating assumptions, using our secure Microsoft SharePoint and Teams systems, and providing an organization chart of the chain of command and expertise within our team. This transparency will allow our SWCA team to efficiently and effectively work with the County and stakeholders to deliver the CWPP update in a timely manner.

“ We’re very happy with the attention and expertise the SWCA Team provided. They created very useful deliverables on a shoestring budget. We are, overall, very pleased. ”

– Dan Doyle, Martha’s Vineyard Commission

PROJECT CONTROLS

SWCA has a well-established Project Controls Program that will prove invaluable to the successful execution of this project. We believe in strong project management where schedules, tracking, and reporting are communicated to the County in a way that makes the County’s job easier. Financial forecasting can be a critical component for a successful project.

SWCA has a robust and flexible accounting system that can be tailored to the needs of the County to maintain budgets and save money. Monthly invoicing will be consistent, accurate, and provide any required information. While Mr. Ayala will serve as Project Manager, responsible for all aspects of project management and project controls for the project, he will be supported by a Project Controller who will oversee project contract administration and track our schedule and budget across all phases of the project. SWCA has assigned experienced [Project Controller Kristine Robson](#) to the CWPP team. She will provide skilled and dedicated project-level financial oversight, allowing our technical staff to focus on ensuring the technical parts of the scope are of the highest quality and are completed on-time. Each week, Ms. Robson will work with Mr. Ayala to create the weekly Project Status Report, which will include a Burn Rate analysis and provide an independent review of actual spend versus budgets and completion of scope versus schedule. Ms. Robson will also review monthly invoices, ensuring accuracy of rates and allowed charges according to our contract, and provide monthly accruals, future months forecasted spend, and schedule updates to the Project Manager and the County.

E. COST PROPOSAL

The following tables provide a cost summary, including labor hours and expense summary, for the proposed scope of work. The budget was prepared based on our previous experience with developing CWPPs for communities within Inyo County, knowledge of the project, consultation with our technical experts, and experience. We understand that the contract will be on a time-and-materials, not-to-exceed basis. SWCA will not proceed with any out-of-scope tasks without written consent from the County. We have attempted to be conservative in preparation of the budget regarding the level of effort required so that the overall cost estimates are reasonable for your planning purposes; therefore, we have recommended and budgeted for a mix of in-person and virtual meetings to encourage highest attendance and promote cost-saving measures.

To accommodate project changes and scheduling, it is assumed that SWCA will be able to utilize the overall project funding and will not be held to task limits so long as the overall budget is not exceeded without client approval.

All staff will be billed at their standard rate at the time of service in accordance with Table 6, SWCA Labor Rate Classifications, and Hourly Rates. Rates are inclusive of all overhead rates. The rates listed below do not apply to depositions or testimonies at administrative hearings and trials; such activities fall under our Expert Witness rates, which vary by state.

SWCA will maintain the billing rates through 2023. SWCA staff billing rates are subject to an annual escalation of up to 3% starting January 1, 2024. SWCA staff will bill at their current rate at the time of service. Similar-level staff members may be substituted to complete the work at the time of contracting. SWCA reserves the right to provide an updated rate schedule should the project continue beyond December 31, 2024. Direct expenses are subject to a 15% administrative markup and subcontractor expenses are subject to a 20% administrative markup. Overtime is invoiced at 1.2 times standard rates. Any direct expense not expressly listed below will be billed at cost plus markup. Whitebark staff billing rates are subject to an annual escalation of 10% starting January 1, 2024. WFA will maintain their billing rates for 2023 and 2024.

The proposed costs outlined in Table 7, Total and Per Task Estimated Project Costs, are valid for 90 days from the date of the proposal receipt. Any delay in contracting may require a revised cost estimate, project staffing, and project schedule.

A detailed breakdown of proposed costs is provided in Table 8, Detailed Cost Breakdown.

Table 6. 2023 SWCA and Subconsultant Labor Classifications, Hourly Rates and Direct Expenses

SWCA LABOR CLASSIFICATION	2023 HOURLY RATE	SWCA LABOR CLASSIFICATION	2023 HOURLY RATE
SWCA CONSULTING SERVICES			
Cultural Resources, Environmental Resources, Paleontology, Scientific Resources, Planning Resources, Air Quality, Landscape Architecture, Ecological Restoration, Disaster Recovery, GIS/CADD Resources, Technical Writing/Editing, Training/Facilitating, Graphics/Media Production, Administrative			
Subject Matter Expert IV	\$279.00	Specialist IX	\$161.00
Subject Matter Expert III	\$255.00	Specialist VIII	\$150.00
Subject Matter Expert II	\$230.00	Specialist VII	\$140.00
Subject Matter Expert I	\$219.00	Specialist VI	\$130.00
Specialist XIV	\$230.00	Specialist V	\$117.00
Specialist XIII	\$219.00	Specialist IV	\$107.00
Specialist XII	\$215.00	Specialist III	\$97.00
Specialist XI	\$197.00	Specialist II	\$85.00
Specialist X	\$180.00	Specialist I	\$72.00
SWCA ENGINEERING SERVICES			
Subject Matter Expert IV	\$265.00	Specialist X	\$197.00
Subject Matter Expert III	\$265.00	Specialist IX	\$180.00
Subject Matter Expert II	\$240.00	Specialist VIII	\$161.00
Subject Matter Expert I	\$230.00	Specialist VII	\$150.00
Specialist XIV	\$255.00	Specialist VI	\$140.00
Specialist XIII	\$240.00	Specialist V	\$130.00
Specialist XII	\$230.00	Specialist IV	\$117.00
Specialist XI	\$215.00		
SUBCONSULTANT 2023 LABOR BILL RATES			
WFA – Wildland Fire Subject Matter Expert	\$135.00		
Whitebark - Local Subject Matter Expert	\$80.00		
Whitebark - Public Education & Outreach Specialist	\$80.00		
DIRECT EXPENSES			
Mileage	GSA rate at time of billing	Per Diem	GSA rate at time of billing
Field tablet	\$20.00/day	Black and white copies (in-house)	\$0.10/page
GPS - GIS Grade	\$70.00/day	Color copies (in-house)	\$1.00/page

Table 7. Total and Per Task Estimated Project Costs

TASK	LABOR HOURS	LABOR \$	EXPENSES \$	SUBS \$	NTE TOTAL COST
Task 1. Kickoff Meeting / Convene Decision-Makers	30	\$3,785	\$0	\$576	\$4,361
Task 2. Involve State, Local, and Federal Agencies	105	\$13,884	\$115	\$2,112	\$16,111
Task 3. Public Engagement	109	\$14,041	\$357	\$2,112	\$16,510
Task 4. Establish Community Base Maps	61	\$6,982	\$0	\$0	\$6,982
Task 5. Develop a Community Risk Assessment	206	\$25,952	\$3,974	\$0	\$29,926
Task 6. Establish Community Priorities and Recommendations	30	\$3,818	\$0	\$1,944	\$5,762
Task 7. Develop an Action Plan and Assessment Strategy	200	\$21,456	\$0	\$5,472	\$26,928
Task 8. Finalize the Community Wildfire Protection Plan	64	\$6,974	\$2,933	\$1,944	\$11,851
Task 9. Project Management	92	\$11,954	\$0	\$0	\$11,954
OPTIONAL TASKS					
Optional Task: ArcGIS Hub and Story Map	172	\$19,550	\$0	\$0	\$19,550
OPTIONAL TASK TOTAL	172	\$19,550	\$0	\$0	\$19,550
Project Total WITHOUT Optional Task	897	\$108,846	\$7,379	\$14,160	\$130,385
Project Total WITH Optional Task	1,069	\$128,396	\$7,379	\$14,160	\$149,935

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Table 8. Detailed Cost Breakdown

Staff	Project Role	Labor Class	2023 Rate	Task 1. Convene Decision-Makers		Task 2. Involve State, Local, and Federal Agencies		Task 3. Public Engagement		Task 4. Establish Community Base Maps		Task 5. Develop a Community Risk Assessment		Task 6. Establish Community Priorities and Recommendations		Task 7. Develop an Action Plan and Assessment Strategy	
				Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
				Montiel Ayala	Project Manager	Specialist VI	\$130.00	10	\$1,300	44	\$5,720	28	\$3,640	5	\$650	72	\$9,360
Victoria Amato	Fire Subject Matter Expert	Specialist IX	\$161.00	3	\$483	10	\$1,610	4	\$644	4	\$644	4	\$644	2	\$322	4	\$644
Paris Krause	Assistant Project Manager	Specialist VI	\$130.00	8	\$1,040	20	\$2,600	14	\$1,820	4	\$520	2	\$260	2	\$260	4	\$520
Lia Webb	Facilitator	Specialist VIII	\$150.00	1	\$150	15	\$2,250	28	\$4,200	0	\$0	40	\$6,000	2	\$300	0	\$0
Liz Hitzfelder	GIS Lead	Specialist V	\$117.00	2	\$234	8	\$936	8	\$936	16	\$1,872	40	\$4,680	0	\$0	0	\$0
Christian Testerman	Fire Planner	Specialist II	\$85.00	2	\$170	4	\$340	4	\$340	4	\$340	4	\$340	0	\$0	36	\$3,060
Tim Clute	Fire Planning Specialist	Specialist III	\$97.00	2	\$194	0	\$0	0	\$0	4	\$388	4	\$388		\$0	40	\$3,880
Ryan Saggese	Fire Planning Specialist	Specialist IV	\$107.00	2	\$214	4	\$428	23	\$2,461	24	\$2,568	40	\$4,280	8	\$856	48	\$5,136
Peggy Ford	Technical Editor	Specialist V	\$117.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	32	\$3,744
Kimberly Proa	Technical Editor	Specialist V	\$117.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,872
Michelle Bender	Administration	Specialist III	\$97.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Kristine Robson	Project Controls	Specialist VIII	\$150.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
General Biller	General Biller	Specialist III	\$97.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SWCA Labor Totals				30	\$3,785	105	\$13,884	109	\$14,041	61	\$6,982	206	\$25,952	30	\$3,818	200	\$21,450
SUBCONTRACTOR	Project Role	Company	2023 Rate														
Richard McCrea	Wildland Fire Subject Matter Expert	WFA	\$135.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,620	16	\$2,160
Rick Kattelmann, Ph.D.	Local Subject Matter Expert	Whitebark	\$80.00	2	\$160	8	\$640	8	\$640	0	\$0	0	\$0	0	\$0	30	\$2,400
Erin Elliott	Public Education and Outreach Specialist	Whitebark	\$80.00	2	\$160	7	\$560	7	\$560	0	\$0	0	\$0	0	\$0	0	\$0
Heidi Porras	Public Education and Outreach Specialist	Whitebark	\$80.00	2	\$160	7	\$560	7	\$560	0	\$0	0	\$0	0	\$0	0	\$0
Subcontractor Markup			20%		\$96		\$352		\$352		\$0		\$0		\$324		\$91
Subcontractor Totals				6	\$576	22	\$2,112	22	\$2,112	0	\$0	0	\$0	12	\$1,944	46	\$5,472
LABOR TOTALS				36	\$4,361	127	\$15,996	131	\$16,153	61	\$6,982	206	\$25,952	42	\$5,762	246	\$26,922
EXPENSES					Cost		Cost		Cost		Cost		Cost		Cost		Cost
Postage		At cost			\$0		\$0		\$0		\$0		\$0		\$0		\$0
B&W Copies (in-house)		Per copy	\$0.10		\$0		\$0		\$10		\$0		\$0		\$0		\$0
Color Copies (in-house)		Per copy	\$1.00		\$0		\$100		\$0		\$0		\$0		\$0		\$0
Graphic Plots		Per Plot	\$100.00		\$0		\$0		\$300		\$0		\$0		\$0		\$0
Rental Vehicle		At cost			\$0		\$0		\$0		\$0		\$840		\$0		\$0
Rental Vehicle Fuel		At cost			\$0		\$0		\$0		\$0		\$400		\$0		\$0

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5. SAMPLES



A. SAMPLES OF APPROVED CWPPS

Table 9. SWCA CWPP Samples

CLIENT	CWPP URL
Kern County	https://www.swca.com/sites/default/files/kern_cwpp.pdf (PDF) https://www.youtube.com/watch?v=gf43uvpph2a (video)
Three Rivers Fire Council	https://www.swca.com/sites/default/files/three_rivers_cwpp_final.pdf (PDF)
Tulare County	https://www.swca.com/sites/default/files/tulare_cwpp_final_combined.pdf (PDF)
City of Corona	https://www.swca.com/sites/default/files/city_of_corona_cwpp_2021.pdf (PDF) https://www.youtube.com/watch?v=Vr81PKBtUW0 (video)

B. SAMPLES OF PROJECT SCHEDULING AND DURATION CONTROL

Table 10. Example of a Project Schedule Based on a CWPP SWCA Prepared for Kern and Tulare County

TASK	ESTIMATED COMPLETION PERIOD
Task 1 Project Management	Throughout duration of the project
Task 2 Tulare County Environmental Services and CEQA Documentation	
Task 2.1 Project Initiation and Background Review	2–4 weeks following notice to proceed and receipt of requested information
Task 2.2 Project Description	2–4 weeks following notice to proceed and receipt of requested information
Task 2.3.1 Biological Resources Constraints Analysis	2-4 weeks following approval of Project Description
Task 2.3.2 Cultural Resources Constraints Analysis	2-4 weeks following approval of Project Description
Task 2.4 Initial Study / Mitigated Negative Declaration	4-8 weeks following completion of technical studies

TASK	ESTIMATED COMPLETION PERIOD
Task 3 Kern County Environmental Services and CEQA Documentation	
Task 3.1 Project Initiation and Background Review	2–4 weeks following notice to proceed and receipt of requested information
Task 3.2 Project Description	2–4 weeks following notice to proceed and receipt of requested information
Task 3.3.1 Biological Resources Constraints Analysis	2-4 weeks following approval of Project Description
Task 3.3.2 Cultural Resources Constraints Analysis	2-4 weeks following approval of Project Description
Task 3.4 Initial Study / Mitigated Negative Declaration	4-8 weeks following completion of technical studies

Table 11. Video Demonstration of Project Tracking Tool based on a CWPP SWCA Prepared for the Three Rivers Fire Safe Council

CLIENT	ACCESS INFORMATION
Three Rivers Fire Safe Council	URL*: https://vimeo.com/744328994 Password: SWCACWPP

*Note: the demonstration video, URL, and password are subject to an expiration date.



6. DISCLOSURES



Table 12. SWCA Claims History within the Last 10 Years

SWCA CLAIMS HISTORY	
DONNA CHICK, AS ADMINISTRATOR OF THE ESTATE OF LOUISE BARBUZZI V. ROLFE HOUSE LIMITED PARTNERSHIP D/B/A ROLFE HOUSE APARTMENTS; SHP MANAGEMENT CORPORATION; NEW ENGLAND ENVIRONMENTAL, INC.; SWCA, INC.; AND OCCUHEALTH, INC.	
Name of Project Owner	Rolfe House Limited Partnership D/B/A Rolfe House Apartments
Filing Date	May, 2021
Court	Commonwealth of Massachusetts, Suffolk, SS., Superior Court Department
Case no.	Civil Action No. 2084 CV 00745
Basis for Claim	Tenant of retirement home succumbed to legionella; claim alleges that Rolfe House was negligent for not properly managing its plumbing system; SWCA was drawn in as a related party.
Claim or Suit Amount	N/A
Current Status	Ongoing
Award or Settlement Amount	N/A
THE PEOPLE OF THE STATE OF CALIFORNIA V. CUPERTINO ELECTRIC INC., SPOWER SUSTAINABLE POWER GROUP, SWCA, INCORPORATED AND [SWCA EMPLOYEE NAME REDACTED]	
Name of Project Owner	S Power Sustainable Power Group
Filing Date	September, 2019
Court	Superior Court of the State of California, for the County of Los Angeles
Case no.	9AN06709B
Basis for Claim	Alleged permittance of the removal of an unoccupied nest.
Claim or Suit Amount	N/A
Current Status	Case dismissed
Award or Settlement Amount	N/A

SWCA CLAIMS HISTORY

DYNAMIC ENERGY V. SWCA, INCORPORATED

Name of Project Owner	Dynamic Energy
Filing Date	March 25, 2020
Court	N/A --Claim was resolved through mediation
Case no.	N/A
Basis for Claim	Massachusetts Attorney General alleged that runoff left the site of a solar emplacement that was being developed by Dynamic Energy. SWCA had performed a SWPPP for Dynamic and was drawn into mediation as a result.
Claim or Suit Amount	N/A
Current Status	Settled out of court on 5/24/21 with no admission of fault accompanied with a strict confidentiality agreement.

SARAH BOHLING AND BRADLEY BOHLING V. SWCA, INCORPORATED AND [SWCA EMPLOYEE NAME REDACTED]

Name of Project Owner	N/A
Filing Date	February, 2019
Court	State of New Mexico, County of Bernalillo, Second Judicial District
Case no.	D-202-CV-2019-01474
Basis for Claim	Vehicle accident involving an SWCA employee
Claim or Suit Amount	N/A
Current Status	Settled out of court on 8/13/2021 with no admission of fault accompanied with a strict confidentiality agreement
Award or Settlement Amount	N/A

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT #7 V SWCA, INC., LONGHORN EXCAVATORS, INC. AND C.S. BRITTON, INC.

Name of Project Owner	Fort Bend COUNTY LEVEE IMPROVEMENT DISTRICT #7
Filing Date	November 21, 2022
Court	434 th Judicial District Court, Richmond, Texas
Case no.	22-DCV-299033
Basis for Claim	Alleged stream restoration failure due to construction errors; SWCA was drawn in as a related party.
Claim or Suit Amount	N/A
Current Status	Ongoing
Award or Settlement Amount	N/A



7. INSURANCE REQUIREMENT



SWCA, WFA, and Whitebark can meet the insurance requirements as indicated in *Attachment C-Inyo Standard Contract Agreement, Section 9*.

Although Whitebark's current insurance presumably meets the "Insurance Requirements for Professional Services 2022", Whitebark will review policy details and provide the County with documents that would enable verification of adequate coverage in the event Whitebark is selected as a subcontractor.

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8. RFP ADDENDA



SWCA has checked the County website and has not received any addenda for this RFP.

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SWCA

APPENDIX A:

Resumes

MONTIEL AYALA, PROJECT MANAGER

Montiel Ayala will serve as the Project Manager and will be the County's point of contact. Mr. Ayala is a Biologist and Fire Planning Specialist with a varied academic background in fire ecology, natural resources, hydrology, and geospatial analysis. He has over 3 years of experience in technical writing, scientific research, spatial analysis and GIS modeling. His experience includes field operations in varied ecosystems across California as well as the use of remote sensing and GIS to study fire effects across the western United States. He has substantial knowledge of California's fire regimes, ecoregions, and wildfire regulations. His graduate-level projects include field-based plant and wildlife surveys as well as pre- and post-fire change detection (Normalized Difference Vegetation Index [NDVI], Differenced Normalized Burn Ratio [dNBR], and land surface temperature) of recent California fires, the 2020 Bobcat Fire and the 2021 Dixie Fire.

Mr. Ayala has worked on various CWPPs across California, including for the counties of Kern and Tulare, the city of Corona, and the community of Three Rivers, as well as in other states, including for the Kenai Peninsula Borough, Alaska; Union County, Illinois; Bernalillo County, New Mexico; and Dukes County, Massachusetts. He is currently working on the Independence and 40 Acres CWPPs in Inyo County and the Solano County CWPP. He has also worked on a variety of land/fire management plans and environmental permitting projects for clients throughout the western United States.

YEARS OF EXPERIENCE

3

EXPERTISE

Fire ecology

Fire planning

Geospatial analysis (GIS)

California wildfire regulations

Fire effects monitoring

Hydrology

EDUCATION

M.S., Environmental Science, e: Hydrology; California State University, Los Angeles; 2022

B.S. Biology, e: Ecology and evolution; California State University, Northridge; 2019

CERTIFICATIONS

Geographic Information Systems Certification, California State University, Los Angeles; 2022

SELECTED PROJECT EXPERIENCE

Whitebark Institute Community Wildfire Protection Plan Services; The Whitebark Institute of Interdisciplinary Environmental Sciences; Inyo County, California.

SWCA is developing two detailed community-scale CWPPs for the communities of Independence and 40 Acres to address wildfire hazards and risks in the WUI. SWCA is working with the communities' Fire Safe Councils, Inyo County representatives, local fire departments, and state and federal partners to develop mitigation measures to address wildfire risk. The project involves extensive public outreach and collaboration with the California Department of Forestry and Fire Protection (CAL FIRE) and public utilities. *Role: Assistant Project Manager. Assisting with management of CWPP development, organizing meetings, conducting outreach, and developing CWPP content.*

Solano County CWPP; Solano County; Fairfield, Solano County, California.

SWCA was contracted by the County of Solano to develop a comprehensive countywide CWPP. The CWPP scope is in accordance with the Healthy Forest Restoration Act, National Cohesive Wildland Fire Management Strategy and the CAL FIRE guidelines. The purpose of the CWPP is to provide stakeholders and those living in Solano County with an overview of wildland fire risks, hazards, and values within the County; recommended actions (which are guided by extensive scientific data analysis) to reduce the risk of catastrophic wildfire to communities; and develop an Action Plan with roles and responsibilities to ensure actions are taken to address risk and hazard. Our team is working closely with the County, local Fire Safe Councils, local fire authorities, CAL FIRE, Cal OES, and other relevant organizations to develop a comprehensive CWPP that identifies high wildfire risk areas, WUI communities, hazard reduction priorities and projects, and high-value assets in need of protection from wildfires, among other objectives. The plan includes local community engagement to ensure broad public and stakeholder support. *Role: Assistant Project Manager. Assisting with management of CWPP development, organizing meetings, conducting outreach, and developing CWPP content.*

City of Corona CWPP; City of Corona; Riverside County, California. SWCA developed a detailed community-scale CWPP to address wildfire hazards and risks in the wildland urban interface of Corona, California. SWCA worked with the City of Corona and state and federal partners to develop mitigation measures to address wildfire risk. The project involved extensive public outreach and development of an online story map to support project delivery. *Role: Technical Author. Authored CWPP sections and assisted with project development.*

Tulare County CWPP; Tulare County Resource Conservation District; Tulare County, California. SWCA is working with stakeholders in Tulare County to develop a comprehensive CWPP to address catastrophic fire risk in a diverse WUI. SWCA is developing a thorough wildfire risk and hazard assessment for the County that includes desktop analysis (GIS) and field assessments. The CWPP involves collaborative planning that incorporates a large range of stakeholders. The CWPP is also being aligned with a community plan being developed for Three Rivers, a Tulare County WUI area at risk. *Role: Technical Author. Authoring CWPP sections and assisting with project development.*

Kern County CWPP; Kern County Fire Department; Kern County, California. SWCA is developing a CWPP for Kern County to identify and address wildfire risk within the WUI. The CWPP includes extensive stakeholder engagement and the integration of existing GIS data sets to develop a comprehensive risk assessment and deliver recommendations for practical measures to minimize the ignitability of structures throughout the area and reduce hazardous fuels. *Role: Technical Author. Authoring CWPP sections and assisting with project development.*

Three Rivers CWPP; Three Rivers Fire Safe Council; Three Rivers, Tulare County, California. SWCA is developing a comprehensive community-scale CWPP to address wildfire hazards that threaten residents and natural resources in and around the Three Rivers community. The project involves extensive public outreach, multiple stakeholder meetings, and a detailed GIS- and field-based wildfire risk and hazard assessment. The CWPP is accompanied by an interactive story map to increase community engagement. *Role: Technical Author. Authoring CWPP sections and assisting with project development.*

VICTORIA AMATO, M.S., FIRE SUBJECT MATTER EXPERT

Ms. Amato is a principal fire planner with a diverse background in fire ecology and resource management. She has served as project manager on over 40 community wildfire protection plans (CWPPs) and fire management plans across the United States in a range of ecosystems. She has considerable experience working with public and private stakeholders, having facilitated multiple outreach meetings, sometimes in controversial settings. She has extensive experience in the development of wildfire risk assessments utilizing fire behavior modeling programs and on-the-ground assessments. Ms. Amato has worked with a variety of land management agencies across the western United States, including the U.S. Forest Service (USFS), Bureau of Land Management, U.S. Fish and Wildlife Service, and National Park Service, studying hazardous fuel reduction, wildland urban interface (WUI) fire mitigation, fire behavior modeling, and monitoring of burned areas.

YEARS OF EXPERIENCE

17

EXPERTISE

Fire management planning

Wildfire risk assessment

Natural resources management

Forest ecology and management

Fire effects monitoring

Habitat monitoring

Community outreach and youth training

EDUCATION

M.S., Forestry, e: Fire Ecology/Habitat Management; Colorado State University; Fort Collins, Colorado; 2006

M.S., Natural Resource Management; University of Edinburgh, Scotland; 2003

B.S. with honors, Geography; University of Exeter, England; 2000

TRAINING

National Incident Management System –IS-00700a, FEMA

USDA Forest Inventory Analysis Training; 2010

Wildland Firefighter Refresher and Arduous Fitness Test, Valencia County Fire Department; 2019-2021

S130/190 Basic Wildland Firefighter ICS for Single Resources and Initial Action Incident, ICS-200, FEMA.

1-100 Introduction to the Incident Command System, FEMA

SELECTED PROJECT EXPERIENCE

Whitebark Institute Community Wildfire Protection Plan Services; The Whitebark Institute of Interdisciplinary Environmental Sciences; Inyo County, California. SWCA is developing two detailed community-scale CWPPs for the communities of Independence and 40 Acres to address wildfire hazards and risks in the wildland urban interface. SWCA is working with the communities' Fire Safe Councils, Inyo County representatives, local fire departments, and state and federal partners to develop mitigation measures to address wildfire risk. The project involves extensive public outreach and collaboration with CAL FIRE and public utilities. *Role: Project Manager. Managing CWPP development, facilitating meetings, conducting outreach, and developing CWPP content.*

Three Rivers CWPP; Three Rivers Fire Safe Council; Tulare County, California. SWCA is developing a detailed community-scale CWPP to address wildfire hazards that threaten residents and watershed health in and around the Three Rivers community. The project involves extensive public outreach, multiple stakeholder meetings, and a detailed fine-scale wildfire risk and hazard assessment. The CWPP is accompanied by an interactive story map to increase community engagement. *Role: Project Manager. Managing project and will serve as primary author.*

Tulare County CWPP; Tulare County Resource Conservation District; Tulare County, California. SWCA is working with stakeholders in Tulare County to develop a comprehensive CWPP to address catastrophic fire risk in a diverse WUI. SWCA is developing an intricate wildfire risk and hazard assessment for the County that includes desktop analysis and on-the-ground assessment. The CWPP involves collaborative planning that incorporates a large range of stakeholders. The CWPP is also being aligned with a community plan being developed for Three Rivers, a Tulare County WUI area at risk. *Role: Technical Lead. Providing stakeholder engagement and technical oversight for development of risk assessment and plan content.*

Kern County CWPP; Kern County Fire Department; Kern County, California. SWCA is developing a CWPP for the County to identify and address wildfire risk within the WUI. The CWPP includes extensive stakeholder engagement and the integration of existing GIS data sets to develop a comprehensive risk assessment and deliver recommendations for realistic measures to reduce the ignitability of structures throughout the area and reduce hazardous fuels. *Role: Technical Lead. Stakeholder engagement and technical oversight for development of risk assessment and plan content.*

City of Corona CWPP; City of Corona Fire Department; Riverside County, California. SWCA is developing a detailed community-scale CWPP to address wildfire hazards and risks in the WUI of Corona, California. SWCA is working with the City of Corona and state and

TRAINING (CONT'D)

S290- Intermediate Wildland Fire Behavior Fire Fighter Type II- "red-carded" 2019-2021

NEPA Navigator Training, Archer Institute of Environmental Training; 2012

Forest Vegetation Simulator, Rocky Mountain Research Station; 2006

Teaching Assistant, Forest Management and Silviculture, Colorado State University; 2006

FIREWISE Communities; 2007

Comprehensive NEPA, SWCA Environmental Consultants; 2007

FIREMON Training, U.S. Forest Service; 2003

MEMBERSHIPS

SWCA Science Leadership Program

Member, Association for Fire Ecology

Member, International Association of Wildland Fire

AWARDS

Lawrence S. Semo Scientific Achievement Award winner; 2020

federal partners to develop mitigation measures to address wildfire risk. The project involves extensive public outreach and development of an online story map to support project delivery. *Role: Project Manager. Managing project and will serve as primary author.*

Los Gatos Vegetation Management Plan; Town of Los Gatos Department of Parks and Public Works; Los Gatos, Santa Clara County, California. SWCA assisted the Town of Los Gatos with the development of a comprehensive Vegetation Management Plan to promote wildfire safety along the town's roadways and open space areas. SWCA's restoration ecologists, arborists, and biologists mapped existing native and nonnative vegetation communities and sensitive resources to establish the baseline conditions within the town, which were then utilized by our fire planning experts to assess treatment techniques that can balance safety of the built environment with the enhancement and restoration of the natural environment. *Role: Fire Ecologist. Developed wildfire assessment.*

Santa Clara County CWPP; Santa Clara County Fire Department; Santa Clara County, California. SWCA developed a high-end CWPP and Unit Plan for the County that incorporates a multitude of agencies and jurisdictions. SWCA coordinated all stakeholder and community meetings and facilitated an extensive outreach effort through an online survey portal and other online media. The CWPP comprises a comprehensive risk/hazard analysis that includes an assessment of wildland and urban fuels. SWCA has since been retained to develop the 5 year update to the CWPP. *Role: Project Manager. Managed project and served as primary author.*

Canyon Lane Roadway Improvements Environmental Impact Report (EIR); County of San Mateo; Redwood City, San Mateo County, California. SWCA prepared an EIR and technical background studies, including a rare plant study, an air quality analysis, fire modeling due to the project's location at the WUI, a biological resources report, and a cultural resources study, for the improvement of Canyon Lane, development of a single-family residence on one parcel, and future development of residences on 11 parcels. *Role: Fire Ecologist. Developed wildfire assessment.*

Lake Wildwood Wildfire Risk Assessment; Under the Trees, Inc.; Nevada County, California. SWCA worked with Under the Trees to develop a wildfire risk assessment for a high-density residential population in northern California. SWCA utilized robust fire behavior modeling tools to identify priority areas for fuel treatment. *Role: Project Manager. Managed project and served as primary author.*

Santa Fe County CWPP (and 5-year Plan Revision); Santa Fe County and City of Santa Fe; Santa Fe County, New Mexico. SWCA worked with the County and City to develop a CWPP that incorporated risk and hazard assessments of WUI areas. SWCA worked in close cooperation with the USFS in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the Santa Fe Watershed. *Role: Planner/Fire Specialist. Served as primary author.*

Pope and Hardin Counties CWPPs; Southeastern Illinois Regional Planning Development Commission; Pope and Hardin Counties, Illinois. SWCA developed CWPPs for adjacent counties, which included extensive community involvement, close work with USFS fire and fuels specialists, and the integration of existing GIS data sets to deliver recommendations for realistic measures to reduce the ignitability of structures throughout the area and reduce hazardous fuels. *Role: Project Manager. Managed project and served as primary author.*

Ridge-Manorville-Calverton CWPP; Central Pine Barrens Joint Planning and Policy Commission; Suffolk County, New York. SWCA developed a detailed community-scale CWPP in order to address wildfire hazards that threatened residents and watershed health in the Central Pine Barrens region of Long Island. The project involved extensive public outreach, multiple stakeholder meetings, and a detailed fine-scale wildfire risk and hazard assessment. *Role: Project Manager. Managed project and served as primary author.*

McKean and Elk Counties CWPPs; McKean County and Elk County; McKean and Elk Counties, Pennsylvania. SWCA assisted neighboring counties with developing two CWPPs for the protection of life and property from wildfire. SWCA convened and facilitated Core Team meetings of agency specialists and developed a risk assessment for communities at risk from fire. The team developed two draft and final documents using input from Core Team members and members of the public throughout both counties. *Role: Project Manager. Managed project and served as primary author.*

PARIS KRAUSE, M.S., ASSISTANT PROJECT MANAGER

Ms. Krause has worked in environmental services since 2016, conducting forest health surveys, wildlife and botanical surveys, construction monitoring, and jurisdictional wetland and waterway delineation surveys, as well as preparing biological resource evaluations, Natural Environment Studies, permit applications, and environmental review documents, Community Wildfire Protection Plans, and Wildfire Mitigation Plans. Serving as both field biologist and technical report writer, she conducts database research on the biology, habitat, and distribution of special-status species. Ms. Krause has professional experience with migratory nesting birds, burrowing owl, foothill yellow-legged frog, western pond turtle, giant gartersnake, California red-legged frog, and Swainson’s hawk.

Ms. Krause’s professional background includes leading field data collection and data processing efforts for fire and forest ecology surveys via remote LiDAR sensing and traditional forestry survey methods in California. She was the field crew lead for pre- and post-fire forest health and ecology surveys for vegetation and fuel structure characterization for the USFS in forested and chaparral ecosystems of the Cleveland, San Bernardino, Angeles, and Los Padres National Forests, and also has experience assisting CAL FIRE Incidents with GIS map production on the Monument (2021) and Oak (2022) Fires.

YEARS OF EXPERIENCE

4

EXPERTISE

- Forest health and ecology surveys
- Threatened and endangered wildlife and botanical surveys
- Environmental construction monitoring
- Wetland and waterbody delineation
- Technical report preparation
- GPS / GIS / data verification
- LiDAR remote sensing

EDUCATION

- M.S., Biology; Sonoma State University; 2021
- B.S., Field and Wildlife Biology; Cal Poly, San Luis Obispo; 2015

PERMITS

Plant Voucher Collecting Permit; California Department of Fish and Wildlife; 2081(a)-22-065-V

TRAINING

First Aid/CPR Certified

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Truckee Fire Protection District CWPP; Truckee Fire Protection District; Nevada County, California. SWCA was retained by Truckee Fire to prepare a unique Community Wildfire Protection Plan (CWPP) for the approximate 125 square miles encompassing the Truckee Fire Protection District (the District). The purpose of this CWPP is to serve as a framework to identify and prioritize all future wildfire hazard protection projects and foster a community wide collaborative approach to reduce wildfire risk and hazards to life, property, and natural resources within the District. The CWPP will meet, at minimum, the requirements described in the Healthy Forest Restoration Act of 2003, the International Association of Fire Chiefs (IAFC) CWPP leaders guide, and the Federal Emergency Management Agency (FEMA) "Creating a CWPP" May 2020 document and will develop actions to reduce structural ignitability and strengthen community fire preparedness with a prioritized set of actions for public education, fuel reduction, and methodology for prioritization and monitoring accomplishments within the District. *Role: Assistant Project Manager. Assist with development of the CWPP, host outreach events, and communicate with the client.*

LS Power Wildfire Mitigation Plan for California; LS Power Grid California, LLC; Shasta County, California. SWCA is providing fire planning services, including a WMP for two substation installations. *Role: Fire Planner. Assist with development of the WMP.*

Solar Storage Project; Confidential Client; Kern County, California. *CONFIDENTIAL Role: Staff Biologist. Conducted full-florists botanical surveys, rare plant surveys, Joshua Tree surveys, and vegetation community mapping of approximately 2,500 acres.*

Palmer Drive Project Environmental Services; Smith & Gabbert, Inc.; El Dorado County, California. SWCA is providing environmental services, including, but not limited to, protocol-level botanical survey and inventory report for a proposed residential/ industrial development located on Palmer Drive in the unincorporated community of

Shingle Springs. *Role: Staff Biologist. Conducted protocol rare plant surveys, floristic surveys, and community vegetation mapping and prepared botanical report.*

3000 Alexandrite Drive Biological Resources Services; Ciconia Village, LLC; El Dorado County, California. SWCA is providing biological resources services for the development of a residential community of 45 (1 acre each) lots on a 140-acre property in the community of Rescue. The remainder of the land will be natural reserve and agricultural. *Role: Staff Biologist. Assisted with fieldwork for Aquatic Resource Delineation survey.*

Newtown Road Bridge at South Fork Weber Creek Bridge Replacement Project Environmental Review Services; El Dorado County; El Dorado County, California. SWCA is providing biological resources and permitting services for the replacement of a functionally obsolete bridge, constructed in 1929, on Newtown Road over South Fork Weber Creek, located approximately 2 miles south of the community of Camino in the western Sierra Nevada. *Role: Staff Biologist. Completed Sections 1600, 404, and 401 permit applications.*

Natomas Basin Reach D Levee Improvement Project Biological Monitoring; Syblon Reid Construction, Inc.; Sutter County, California. SWCA is monitoring earth-moving activities, inspecting stored material, and preparing reports for submittal to the USACE and USFWS for the protection of giant gartersnake along the approximately 5-mile levee in Sutter County. *Role: Staff Biologist. Conducted preconstruction surveys and construction monitoring for giant gartersnake and migratory birds.*

Blue Mountain Minerals Revegetation Services; Blue Mountain Minerals; Tuolumne County, California. SWCA designed and implemented a 4.5-acre restoration test plot program and planting plan, assisted with Surface Mining and Reclamation Act (SMARA) compliance, and provided weed control and revegetation services for a reclamation/revegetation project in the Sierra Nevada foothills. *Role: Staff Biologist. Conducted biannual weed and revegetation monitoring, prescribed remedial weed control, drafted revegetation methods based on analysis of revegetation test plot data, conducted seed viability testing, and prepared annual monitoring reports.*

Shops at Folsom Ranch Preconstruction Surveys; Eagle-Shop Owners, LLC; Sacramento County, California. SWCA conducted a preconstruction biological survey for special-status species for a 5.89-acre commercial development project located at the southeast corner of East Bidwell Street and Alder Creek Parkway in Folsom. *Role: Staff Biologist. Conducted preconstruction surveys for special-status plants, spadefoot toad, western pond turtle, nesting birds, nesting Swainson's hawk, and nesting raptors.*

North Fork Mokelumne Slope Repair and Riparian Enhancement Project Environmental Services; Wagner & Bonsignore; San Joaquin County, California. SWCA is providing environmental services in support of the construction of a setback levee with a counterbalance berm at five levee repair sections on Staten Island. The project proposes to control ongoing erosion on the waterside levee slope of the left bank of the North Fork Mokelumne River. *Role: Staff Biologist. Conducted preconstruction surveys for giant gartersnake, western pond turtle, nesting birds, and burrowing owl.*

Stockton Soccer Complex Project Follow Up Preconstruction Survey; San Joaquin Council of Governments; San Joaquin County, California. SWCA conducted a preconstruction survey for species covered under the San Joaquin Multi-Species Habitat Conservation and Open Space Plan at the project site along Frontage Road north of Genova Lane in Stockton. *Role: Staff Biologist. Conducted preconstruction survey for nesting birds, burrowing owls, nesting Swainson's hawk, and nesting raptors.*

PacificPower Maintenance Projects Environmental Constraints Review; PacifiCorp; Multiple States. SWCA is conducting desktop biological and cultural constraint reviews and cultural and biological surveys in support of Operations and Maintenance activities (primarily pole or structure replacements) on federally and state-managed lands in California, Oregon, and Washington. *Role: Staff Biologist. Conducted rare plant surveys and wetland delineations on transmission poles in Modoc County.*

Briceland Road Over Mattole River Bridge Replacement Project Environmental Services; Willdan Engineering, Mendocino County Department of Transportation; Mendocino County, California. SWCA is providing environmental services in support of the replacement of the existing one-lane bridge with a modern concrete/steel two-lane bridge on Briceland Road over Mattole River in Mendocino County. The roadway approaches will also be replaced and reconstructed to conform the new wider bridge to the existing roadway and improve geometry. *Role: Staff Biologist. Assisted with preparation of Natural Environmental Study and Biological Assessment.*

*** Sweeney Road Bridge Abutment Scour Emergency Project Biological Resources Services; El Dorado County Department of Transportation; El Dorado County, California.** *Role: Staff Biologist. Conducted preconstruction survey for California red-legged frog, foothill yellow-legged frog, and western pond turtle and conducted construction monitoring.*

LIA WEBB, B.S., LOCAL SUBJECT MATTER EXPERT AND FACILITATOR

Ms. Webb has over 20 years experience as an environmental scientist and landscape ecologist for private, non-profit, and government clients in California, Oregon, Nevada, Illinois, and international customers. She lives in the Eastern Sierra and supports SWCA's Great Basin and West Coast operations with unique expertise in facilitating large and small groups with public engagement, scientific approach to alternatives development, prioritization, decision making, and assistance with grant funding. Ms. Webb has led and managed complex and controversial projects relating to restoration, sensitive habitats and species, forestry, trails and recreation, transportation and infrastructure, and climate change.

YEARS OF EXPERIENCE

20

EXPERTISE

Ecological restoration: planning, design, construction assistance, monitoring

Trails & Recreation planning

Forestry & Fire resiliency

California Environmental Quality Act (CEQA) compliance

National Environmental Policy Act (NEPA) compliance

Federal, State, and local permitting

Grant writing

Stakeholder coordination

Public engagement, outreach & education

EDUCATION

B.S., Environmental Science; Humboldt State University; 2002

REGISTRATIONS / CERTIFICATIONS

Professional Wetland Scientist (PWS) No. 1993; Society of Wetland Scientists; 2002

Certified Professional Soil Scientist

Hazardous Waste Operations Emergency and Emergency Response (HAZWOPER)

SELECTED PROFESSIONAL EXPERIENCE

Project Coordinator; High Sierra Energy Foundation; Mammoth Lakes, California; July 2018-October 2022.

- *Coordinate Green Business Program - provide free technical assistance, agency coordination, stakeholder outreach, presentations, trainings.*
- *Lead education and outreach, design and implement workshops and events.*

Forestry and Fire Technician; Northern California Resource Center and USFS; Mad River, California; March 2021-August 2021.

- *Assist USFS Burned Area Emergency Response (BAER) team with post-fire soils/hydrology monitoring, road surveys, timber cruising, and GIS mapping.*

Regional Project Manager; California Trout; Mammoth Lakes, California; July 2019-March 2020.

- *Manage funding, program development, education and outreach.*
- *Lead contract development and management: June Mountain Whitebark Pine Restoration Project, alpine meadow restoration, greenhouse gas monitoring and Wetland Riparian Area Monitoring Plan (WRAMP) protocols.*
- *Convene partners, participate in regional committees & working groups including Rush/Mill/Bishop Creeks and Mono Lake issues/opportunities.*
- *Serve as local liaison with federal and state land managers, funders, partners, and stakeholders.*

Natural Resources Manager; Mammoth Lakes Trail and Public Access; Mammoth Lakes, California; July 2018-June 2019.

- *Coordinator for USFS & Town Public Works projects; project management; wayfinding; inspections, scope of work, cost estimates, workplans, procurement, QA/QC, and maintenance on public lands.*

Environmental Scientist & Job Manager; GHD Inc.; Eureka, California; June 2002-September 2017.

- *Project scientist for habitat mapping, sensitive plant and animal surveys, buffer assessments, and range & habitat management plans.*
- *Conduct agency and public communications and notifications; present technical and environmental documentation for scoping, hearings, and lead agency meetings.*
- *Lead project facilitation and permitting with USFWS, CDFW, Coastal Commission, state lands, Harbor and Water Districts, and local and regional regulators*

TRAINING

California Rapid Assessment Method Practitioner (CRAM), San Francisco Estuary Institute, 2020

Grant Writing Workshop, Sierra Nevada Conservancy, 2019

Principles of Landscape Design, 2008

MEMBERSHIPS

California Native Plant Society (CNPS)

The Wildlife Society, Western Section

Professional Soil Scientists Association of California

Mono Basin Fire Safe Council

Sierra Meadows Partnership

California Forest Soils Council – Chair

California Green Business Network – Diversity and Equity Committee

Inyo-Mono Integrated Regional Water Management Program – Administrative Committee

- Assist contractors and engineer in implementation per plans and specifications; permit condition compliance, stormwater monitoring, and mitigation and monitoring requirements.
- Landscape restoration, planting and management plans in array of habitats including: oak woodlands, whitebark pine, alpine and mesic meadow, riparian, sage scrub, and estuarine.

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Lower Truckee River Restoration and Trails Grant Research Project; One Truckee River; Reno, Nevada. Role: Project Manager. Oversee and update project funding and opportunities matrix; track state and Federal funding resources.

* **Eco-Lodge Master Plan Rezoning & EIR; Redwood Parks Lodge; Orick, California.** Role: Project Manager. Groundwater monitoring, buffer assessment, corvid management plan, biological assessment (BA), and impact analysis for listed salmonids and Murrelet.

* **Cannibal Island Restoration; Eel River Estuary; California.** Role: Project Manager. Facilitate partnership with adjacent agricultural landowners, address landowner disputes, access agreements, facilitate site visits and potential funder tours. Identify funding opportunities, facilitate scope and estimated costs, and secure funding.

* **Eel River Estuary Preserve Prime Agriculture Soils & Resource Studies; California Coastal Conservancy; Eureka, California.** Role: Project Manager. Negotiated project-specific funding from the Coastal Conservancy for The Wildlands Conservancy to streamline baseline studies and permitting.

* **Great Redwood Trail and California Coastal Trail Segments; Various Clients; California.** Role: Environmental Scientist. Study five (5) alternative linear project

alignments for eight trail section corridors. Field crew lead for natural resource surveys and management plans. Facilitate presentations and Q&A panels for project proponents, funders, and stakeholders, resource agencies, and public/private landowners.

* **Airport RSA, Terminal, and Tree Obstruction Removal Projects; Border Coast Regional Airport Authority; and Crescent City, California.** Role: Environmental Scientist. Coordinate with Federal Aviation Association, the Coastal Commission, and USFWS. Lead field teams for multi-year efforts (over ten years), over 2,000 acres.

* **Lower Klamath River Corridor Remote Sensing Vegetation Mapping; Yurok Tribe; Del Norte County, California.** Role: Environmental Scientist. Establish remote sensing field map with USFS and CalVeg national vegetation classes, conduct fieldwork to train GIS model for extremely remote and rugged study area (80,000 acres) stretching 20 miles upriver.

* **Watershed and Sanitary Survey; Seqwater; Queensland, Australia.** Role: Environmental Scientist. Evaluate the watersheds for sanitary risks to water quality for supply and recreation within the Gold Coast catchment using USEPA manual. Identified potential diffuse and point sources, receptors, and likelihood to enter the catchment, and interview dischargers (ex., onsite sewage and grazing areas).

* **Multi-Agency Coordination & Permit Applications; Various Clients; California.** Role: Environmental Scientist. Prepare applications, facilitate agency site visits and meetings, and secure permits from various regulatory agencies. Prepare documents for compliance with Section 10 and 404 of the Clean Water Act, Section 404(b) Alternatives Analysis for NEPA, Section 7 of the Endangered Species Act, CA Endangered Species Act, Section 401 of Clean Water Act (Water Quality Certifications), Waste Discharge Requirements, Section 1600 State Fish & Game Code (Stream Alteration Agreements), and California Coastal Act.

* **Pygmy Forest Site Plan and CEQA Analysis for Transfer Station; Mendocino Solid Waste Management; Fort Bragg, California.** Role: Soil Scientist. Conduct analysis of potential impacts to unique soils, Pygmy Forest, and state sensitive listed plant species; cumulative analysis; mitigation plan; lead agency response to comments.

LIZ HITZFELDER, M.A.GEO., GIS LEAD

Ms. Hitzfelder is an associate project geospatial scientist with a remote sensing and modeling background. She earned her Master of Applied Geography with a focus on Geographic Information Science. In graduate school, she specialized in the applications of remote sensing to assess vegetation differencing for climate-driven geomorphic changes in an arid landscape. She has experience with fire risk assessment modeling, development of the wildland urban interface (WUI), and GIS for community wildfire protection plans (CWPPs). She has expertise in using the Interagency Fuel Treatment Decision Support System (IFTDSS) to develop custom fuel and fire behavior models. She is proficient with Esri ArcGIS Pro, Esri Spatial Analyst extension, Esri ArcGIS Online Web and Mobile applications, ERDAS Imagine, Python, and Microsoft Office applications.

YEARS OF EXPERIENCE

4

EXPERTISE

ArcGIS, ArcPro, IFTDSS, Esri Online Applications, ERDAS Imagine, Pathfinder Office, Python, and other geospatial applications

GIS

EDUCATION

B.S., Geography Water Resources, minor: Geology; Texas State University, San Marcos; 2017

Master of Applied Geography, Geographic Information Science; Texas State University, San Marcos; 2019

SELECTED PROJECT EXPERIENCE

Kern County CWPP; Kern County Fire Department; Kern County, California. SWCA is developing a CWPP that incorporates risk and hazard assessments of WUI areas. SWCA works in close cooperation with external stakeholders such as the U.S. Forest Service (USFS) in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. *Role: GIS Specialist.*

Tulare County CWPP; Tulare County Resource Conservation District; Tulare County, California. This CWPP planning effort covers at-risk areas including unincorporated and undeveloped land in the foothills and mountains of eastern Tulare County with intermixed private, state, and federal land. The resulting CWPP will adhere to Healthy Forest Restoration Act of 2003 and be aligned with the National Cohesive Wildland Fire Management Strategy. CWPP efforts include the facilitation of Core Team meetings and on-site risk assessments. The CWPP will identify priorities and recommendations for risk reduction projects, as well as increased public outreach, education, and awareness. *Role: GIS Specialist.*

Three Rivers CWPP; Three Rivers Fire Safe Council; Tulare County, California. SWCA is developing a CWPP that incorporates risk and hazard assessments of WUI

areas in Three Rivers, California. SWCA is working in close cooperation with external stakeholders such as the USFS in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. *Role: GIS Specialist and Web Developer for Story Map.*

Clark County WUI Assessment; Clark County Building Department; Clark County, Nevada. SWCA provided a WUI delineation and wildfire hazard assessment as well as National Fire Protection Association 1144 surveys for communities within Clark County, Nevada. *Role: GIS Specialist.*

Union County CWPP; Southern Five Regional Planning District and Development Commission; Union County, Illinois. SWCA developed a CWPP that incorporates risk and hazard assessments of WUI areas in and adjacent to Union County. SWCA worked in close cooperation with external stakeholders, such as the USFS and Illinois Department of Natural Resources, and integrated existing GIS datasets to deliver recommendations for realistic measures to reduce the ignitability of structures throughout the area and reduce hazardous fuels. *Role: GIS Specialist.*

Martha's Vineyard CWPP; Martha's Vineyard Commission; Multiple, Dukes County, Massachusetts. SWCA is developing a CWPP that incorporates risk and hazard assessments of WUI areas in Dukes County. SWCA is working in close cooperation with external stakeholders such as the Massachusetts Department of Conservation and Recreation in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. *Role: GIS Specialist.*

CHRISTIAN TESTERMAN, B.S., CERPIT, FIRE PLANNER

Mr. Testerman will serve as a Fire Planner and is a Restoration Ecologist with a background in environmental science, ecology, and planning. He has over two years of experience assisting interdisciplinary teams in completing planning, engineering, and ecological restoration-based projects with an emphasis on technical writing and project controls. Mr. Testerman has worked on a wide variety of environmental service-related projects including river restoration, community wildfire protection planning, water resource planning, and energy transmission planning. His experience includes grant writing, field data collection, GIS spatial analysis, and public engagement. Mr. Testerman has worked with a diverse group of federal and state agencies, non-profits, and tribal governments. He has worked on various CWPPs across western states including in California Solano and Santa Clara counties and the community of 40 Acres in Inyo County.

YEARS OF EXPERIENCE

2

EXPERTISE

Restoration Ecology

Geospatial Analysis (GIS)

Fire planning

EDUCATION

B.S., Environmental Studies; m. Ecology and Evolutionary Biology; m. Environmental Planning; University of Colorado at Boulder; Colorado; 2022

CERTIFICATIONS

Ecological Restoration Practitioner in Training

TRAINING

R Studio

ArcGIS

SELECTED PROJECT EXPERIENCE

Solano County CWPP; Solano County; Solano County, California. SWCA was contracted by the County of Solano to develop a comprehensive countywide CWPP. The CWPP scope is in accordance with the Healthy Forest Restoration Act, National Cohesive Wildland Fire Management Strategy and the CAL FIRE guidelines. The purpose of the CWPP is to provide stakeholders and those living in Solano County with an overview of wildland fire risks, hazards, and values within the County; recommended actions (which are guided by extensive scientific data analysis) to reduce the risk of catastrophic wildfire to communities; and develop an Action Plan with roles and responsibilities to ensure actions are taken to address risk and hazard. Our team is working closely with the County, local Fire Safe Councils, local fire authorities, CAL FIRE, Cal OES, and other relevant organizations to develop a comprehensive CWPP that identifies high wildfire risk areas, WUI communities, hazard reduction priorities and projects, and high-value assets in need of protection from wildfires, among other objectives. The plan includes local community engagement to ensure broad public and stakeholder support. *Role: Plan Author. Authored sections of the first CWPP and assisted with project development.*

Grand County Community Wildfire Protection Plan; Grand County, Colorado; Grand County, Colorado. Grand County sought to update and expand the 2006 Community Wildfire Protection Plan (CWPP). The updated CWPP would take a comprehensive and inclusive view of the existing County and Fire Protection District (FPD) CWPP plans, which range from versions 2006 to 2016. The FPD are: East Grand,

Granby, Grand Lake, Hot Sulphur Springs/Parshall, and Kremmling. The County has six incorporated towns, three unincorporated communities, and two major water utility providers. SWCA completed the plan, which met the intent of the Healthy Forest Restoration Act of 2003, the requirements of Colorado SB 09-001 for CWPP, the standards established by the Colorado State Forest Service for CWPP in their 2022 guidance document, and the specified standards of the Colorado State Forest Service for Development of CWPPs. SWCA proposed additional tasks that would exceed these standards for the County's consideration. *Role: Plan Author. Authored CWPP sections, preparing public outreach materials, and assisted with plan development.*

Whitebark Institute Community Wildfire Protection Plan Services; The Whitebark Institute of Interdisciplinary Environmental Sciences; Inyo County, California. SWCA is developing two detailed community-scale CWPPs for the communities of Independence and 40 Acres to address wildfire hazards and risks in the wildland urban interface. SWCA is working with the communities' Fire Safe Councils, Inyo County representatives, local fire departments, and state and federal partners to develop mitigation measures to address wildfire risk. The project involves extensive public outreach and collaboration with CAL FIRE and public utilities. *Role: Plan Author. Assisted project development and authored plan sections.*

New Mexico Wildfire Support 2022; New Mexico Energy, Minerals, and Natural Resources Department; Mora County, New Mexico. SWCA implemented the build-out of the post-fire watershed response and recovery ArcGIS Hub Site for the 2022 Hermits Peak and Calf Canyon Fires and Cooks Peak Fire. SWCA structured interactive mapping for analysis, facilitated data integration, developed survey forms, and coordinated with stakeholders at the local, state, and federal levels. A basin-specific screening tool was developed by SWCA to allow government stakeholders to analyze site conditions and identify appropriate mitigation techniques. The structure of the Hub Site was so effective for collaborative planning and response that the state is planning to utilize the approach for future fire occurrences. *Role: Grant Writer. Assisted in submitting a funding application through NFWF's America the Beautiful Competition to complete a ranch wide planning document with a programmatic approach to forest and riparian restoration and wildfire mitigation.*

San Francisquito Canyon Aquatic Barriers Restoration Program Environmental Services; Resource Institute, Inc.; Los Angeles County, California. SWCA in partnership with The Resource Institute (RI) is working with the USFS on a NFWF grant to conduct river restoration at two distinct sites along San Francisquito Creek in the Angeles National Forest. The work is part of a programmatic, watershed approach to restoring AOP, for the California red-legged frog and unarmored threespine stickleback, both federal and state listed species. Design and implementation of NCD methodologies is underway at four high priority passage barriers along the creek; three AOP barriers are undersized culverts clogged with sediment and debris after fire activity, and the fourth is located at the site of the failed St. Francis Dam, where dam foundation remnants have blocked natural stream flows. Phase 1 of the Program involves baseline conditions analyses, natural channel design/engineering, road crossing design/engineering, developing all required permitting documents (including NEPA and CEQA), stakeholder and community outreach, and biological and cultural resource support (surveys, documents, and permits) To date, SWCA has drafted successful grant applications for \$1.5M in project-related funding. *Role: Project Controller. Managed tracking and reporting documents for matching funds contributing to rectification of aquatic organism barriers and riparian restoration.*

Carmel River Floodplain Restoration; McBain Associates; Monterey County, California. SWCA is currently providing environmental services to model, design, and permit restoration of an approximately 1-mile reach of the Carmel River in the Rancho Cañada Unit, Palo Corona Regional Park. SWCA is collaborating with McBain Associates and a 20-person technical advisory committee for holistic habitat restoration of 190 acres of former golf course to provide vital linkage from Palo Corona to Big Sur. *Role: Grant Writer. Assisted in the development of two federal, and one state grant applications to fund the restoration of riparian-floodplain habitats along the Carmel River by altering morphology, vegetation, and public access. This included background research, authoring proposal sections, and coordinating project resources.*

NFWF Northern California Forests and Watersheds Restoration; American Conservation Experience (ACE); Eldorado, El Dorado County, California. NFWF, in close cooperation with its U.S. Forest Service (USFS) federal partners, the Eldorado National Forest (ENF) and Lassen National Forest (LNF), facilitated the Northern California Forests and Watersheds Program (Program) for the recovery of lands and watersheds degraded from the influences of past wildfire events. This funding opportunity addressed the impact of two wildfires: Lassen National Forest's Storrie Fire and Eldorado National Forest's Power Fire. The Eldorado National Forest also provided funding from USFS's greater Collaborative Forest Landscape Restoration (CFLR) Cornerstone Project. Additionally, NFWF also funded meadow restoration within the Eldorado and Lassen National Forests and throughout the Sierra Nevada meadows range referenced in the Northern California Forests and Watersheds Restoration Strategy (Restoration Strategy), which is a precursor to a Northern California Forests and Watersheds business plan. *Role: Project Controller. Managed tracking and reporting documents for matching funds and volunteer hours that contributed to the development of a plant guide cataloguing plants with cultural significance to native tribes.*

Potrero Nuevo Farm Agricultural Pond Conceptual Design and Restoration Project; San Mateo Resource Conservation District (RCD); San Mateo County, California. SWCA is preparing a conceptual design for Phase I of the Potrero Nuevo Farm Agricultural Pond and Restoration Project. The Project will improve the agricultural relationship with the watershed by improving multi-benefit water storage and altering diversion timing. *Role: Grant Writer. Assisted in initial project scoping and grant application authoring, leading to the successful award of state funding for future project phases.*

PacifiCorp Aeolus to Freezeout #2; PacifiCorp; Medicine Bow, Wy, Carbon County, Wyoming. SWCA was contracted to research and write the development plan for the construction of transmission lines in southern Wyoming. *Role: Plan Author. Authored and edited sections of a transmission line plan of development, ensuring environmental due diligence.*

TIM CLUTE, M.S., FIRE PLANNING SPECIALIST

Mr. Clute is a biologist who provides direct project support across the western United States. He has over 6 years of experience working in western U.S. ecosystems. His experience includes scientific research, public outreach, project management, technical writing, field operations, and field leadership in the states of California, Colorado, Nevada, New Mexico, Washington, Utah, Idaho, Oregon, and Montana. He has substantial knowledge in western forest and rangeland ecology and is well versed in the fire ecology of various western ecosystems. He has worked with multiple agencies regarding vegetation and forest management. Mr. Clute's thesis focused on the ecophysiology of common conifers growing in western Montana. His research sought to understand how different conifer species varied in their physiological adaptations to cope with drought. His research also sought to understand how changing precipitation patterns were reflected in the tree ring record. His work required collaboration with other academics, local forest managers, and researchers from the U.S. Geological Survey.

Mr. Clute has worked on CWPPs and other fire protection and vegetation management plans. In California, he was worked on the CWPPs for Kern and Tulare Counties and for the community of Three Rivers. In New Mexico, he is currently working on the Bernalillo County CWPP. He is also working on environmental permitting efforts for the Cross-Tie Transmission Line, a proposed electric transmission line connecting Utah and Nevada.

YEARS OF EXPERIENCE

6

EXPERTISE

Fire management planning

Wildfire and forestry

Biology (ecological sciences)

EDUCATION

M.S., Biology; Montana State University; 2018

REGISTRATIONS / CERTIFICATIONS

CPR Certified

TRAINING

Forest Inventory and Analysis Training, USFS; 2014

Operational Leadership, National Park Service (NPS); 2019

Chainsaw Training, USFS; 2014

HAZWOPER, NPS; 2019

ATV/UTV Training, NPS; 2019

Teaching Assistant, Montana State University; 2018

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Cross-Tie Transmission Line Environmental Impact Statement (EIS); Confidential Client; White Pine County, Utah. SWCA is serving as the third-party National Environmental Policy Act (NEPA) contractor responsible for preparing an EIS for a proposed approximately 214-mile-long extra-high-voltage transmission line crossing Bureau of Land Management, U.S. Forest Service, state, and private land in west-central Utah and east-central Nevada. Facilities will consist of transmission line structures and conductors, two substations, access roads, and associated temporary work spaces. SWCA is currently in the pre-notice of intent phase of the NEPA process and working with the lead federal agency and cooperating agencies to complete an EIS preparation plan, identify potential resource issues, and develop a set of preliminary resource constraints to be considered in alternatives development. The main issues identified include visual and cultural resources, existing land use and recreation, and special designations. SWCA is contracted to lead and complete the NEPA process through the public scoping, analysis planning, draft EIS development, public comment period, and final EIS and Record of Decision phases. *Role: Assistant Project Manager. Participating in meetings and drafting the EIS document.*

Kern County CWPP; Kern County Fire Department; Kern County, California. SWCA is developing a CWPP that incorporates risk and hazard assessments of wildland urban interface areas. SWCA works in close cooperation with external stakeholders such as the U.S. Forest Service (USFS) in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. *Role: Environmental Specialist and Report Co-Author.*

Tulare County CWPP; Tulare County Resource Conservation District; Tulare County, California. SWCA is developing a CWPP that covers at-risk areas, including unincorporated and undeveloped land in the foothills and mountains of eastern Tulare County, which includes an intermix of federal, state, and private land. *Role: Environmental Specialist and Report Co-Author.*

Three Rivers CWPP; Three Rivers Fire Safe Council; Tulare County, California. SWCA is developing a CWPP that incorporates risk and hazard assessments of WUI areas in Three Rivers, California. SWCA is working in close cooperation with external stakeholders such as the U.S. Forest Service (USFS) in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. *Role: Environmental Specialist and Report Co-Author.*

Solano County CWPP; Solano County; Fairfield, Solano County, California. SWCA was contracted by the County of Solano to develop a comprehensive countywide CWPP. The CWPP scope is in accordance with the Healthy Forest Restoration Act, National Cohesive Wildland Fire Management Strategy and the CAL FIRE guidelines. The purpose of the CWPP is to provide stakeholders and those living in Solano County with an overview of wildland fire risks, hazards, and values within the County; recommended actions (which are guided by extensive scientific data analysis) to reduce the risk of catastrophic wildfire to communities; and develop an Action Plan with roles and responsibilities to ensure actions are taken to address risk and hazard. Our team is working closely with the County, local Fire Safe Councils, local fire authorities, CAL FIRE, Cal OES, and other relevant organizations to develop a comprehensive CWPP that identifies high wildfire risk areas, WUI communities, hazard reduction priorities and projects, and high-value assets in need of protection from wildfires, among other objectives. The plan includes local community engagement to ensure broad public and stakeholder support. *Role: Assessed current capabilities and programs in the County to reduce risk to wildfire.*

Bears Ears National Monument RMP/EIS; U.S. Bureau of Land Management; Grady County, Utah. Presidential Proclamation 10285, issued in 2021, restored the boundaries of the Bears Ears National Monument that were previously in place in 2017 and describes the entire Bears Ears landscape as an object of historic and scientific interest as well as spiritual significance. Following the proclamation, SWCA was selected to support the BLM and USFS to prepare a new Resource Management Plan and Environmental Impact Statement for the Monument. SWCA is in the process of working with both agencies to prepare the RMP/EIS in accordance with the NEPA requirements. *Role: Collaborated with the BLM and USFS to draft the Analysis of the Management Situation for the wildland fire environment in the restored boundaries of BENM. Work included compiling and analyzing fire and fuels data from federal and state land managers and relating it ongoing and planned management policy.*

Bernalillo County CWPP Update; Bernalillo County Fire; Bernalillo County, New Mexico. SWCA is developing a CWPP that incorporates risk and hazard assessments of wildland-urban interface areas in and adjacent to Bernalillo County. SWCA is working in close cooperation with external stakeholders such as the U.S. Forest Service in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. *Role: Environmental Specialist. Report co-author*

Whitebark Institute Community Wildfire Protection Plan Services; The Whitebark Institute of Interdisciplinary Environmental Sciences; Inyo County, California. SWCA is developing two detailed community-scale CWPPs for the communities of Independence and 40 Acres to address wildfire hazards and risks in the WUI. SWCA is working with the communities' Fire Safe Councils, Inyo County representatives, local fire departments, and state and federal partners to develop mitigation measures to address wildfire risk. The project involves extensive public outreach and collaboration with the California Department of Forestry and Fire Protection (CAL FIRE) and public utilities. *Role: Currently serving as a lead technical author for the plan. Work has included compiling and analyzing fire and fuels data, assisting with the creation of the County's wildfire risk assessment, conducting a roads and evacuation analysis, and compiling a list of community recommendations to reduce wildfire fire risk and improve wildfire response.*

Grand County Community Wildfire Protection Plan; Grand County, Colorado; Grand County, Colorado. SWCA is developing a Community Wildfire Protection Plan (CWPP) that incorporates risk and hazard assessments of WUI areas in Grand County. The CWPP assesses values at risks to impacts from wildfire, including life and property, critical infrastructure, and natural resources and assets. SWCA is working in close cooperation with external stakeholders, such as the U.S. Forest Service, Colorado State Forest Service, and the Colorado Forest Restoration Institute, to complement existing and planned fuel reduction efforts and integrate the most recent GIS applications and fire behavior modeling techniques available for the area. The CWPP is being developed in an area significantly impacted by the 2020 East Troublesome Fire, and therefore wildfire preparedness is at the forefront of residents' minds to mitigate a similar event in the future. SWCA is working closely with Grand County staff and land managers and the local fire council to ensure that public engagement is handled collaboratively and sensitively and that the plan is effective in addressing wildfire risk in this fire-adapted community. *Role: Currently serving as a lead technical author for the plan. Work has included compiling and analyzing fire and fuels data, assisting with the creation of the County's wildfire risk assessment, conducting a roads and evacuation analysis, and compiling a list of community recommendations to reduce wildfire fire risk and improve wildfire response.*

RYAN SAGGESE, B.S., FIRE PLANNING SPECIALIST

Ryan Saggese is a Wildfire Planning Specialist and recent graduate from California Polytechnic State University San Luis Obispo with a degree in Environmental Management and Protection. His duties for this project include analyzing data, assisting in the creation of community fire risk maps, establishing hazard reduction actions, and preparing and drafting technical documentation for the CWPP. Mr. Saggese has experience conducting Greenhouse Gas emission analysis and wildfire modeling research in partnership with The California Department of Forestry and Fire Protection (CAL FIRE). Additionally, he has worked in climate adaptation planning where he assisted in developing a Fuel Mitigation and Fire Management Plan for Garland Ranch Regional Park in Monterey County California.

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Garland Ranch Regional Park Fuel Mitigation and Fire Management Plan; Monterey Peninsula Regional Parks District; Monterey County, California. The Monterey Peninsula regional parks district sought to prepare a 15-year Plan to address wildfire management and necessary wildfire hazard reduction within Garland Ranch Regional Park. This was to be carried out through risk assessment, historical background review, vegetative data analysis, ground verification, and other best practices commonly used to prescribe effective fuel treatments and management activities. *Role: Climate Change Intern – Rincon Consultants. Facilitated meetings, served as primary report author for Background Memorandum.*

YEARS OF EXPERIENCE

1

EXPERTISE

Forest Vegetation Simulator

Climate Action Plans, General Plans, Community Plans

IFTDSS

Forest Carbon Analysis

ArcGIS Pro

EDUCATION

B.S., Environmental Management and Protection; California Polytechnic State University; San Luis Obispo, California; 2022

AWARDS / HONORS

Cum Laude – California Polytechnic State University, San Luis Obispo

SELECTED WORK EXPERIENCE

Cal Fire; California. *Role: Greenhouse Gas Reduction Fund Research Assistant. Utilized data analysis tools such as ArcGIS Pro, R Script, Microsoft Excel, and Forest Vegetation Simulator to quantify forest carbon yields and GHG emissions. Evaluated forest health projects provided by Cal Fire. Collaborated in a workflow-oriented team setting to achieve common goals with our individual projects.*

Rincon Consultants; California. *Role: Climate Change Intern. Assisted with the preparation of Climate Action Plans, General Plans, Community Plans, and other comprehensive planning documents. Conducted research on grants regarding climate vulnerability and adaptation. Reviewed work scopes for compliance with state regulations and plans, building code standards, and comprehensive plan policies. Prepared background report and supportive research for a wildfire management and fuel mitigation plan for a Monterey County, California regional park.*



RICHARD C. MCCREA

Education: B.S. in Forestry, University of Montana

Work History:

2009-Present

- Wildland Fire Management Consultant, LarchFire LLC (CEO)
- Wildland Fire Associates, Associate
- Fire Behavior Analyst, Incident Management Teams
- Communications Committee, Wildfire Magazine, International Association of Wildland Fire

1997-2008 National Fire Planner, Bureau of Indian Affairs (BIA), National Interagency Fire Center

1992-1997 Forester & Fire Management Officer, BIA, Northern Pueblos Agency, New Mexico

1983-1992 Forester & Fire Management Officer, BIA, Olympic Peninsula Agency, Washington

1978-1983 Forester & Fire Management Officer, BIA, Rocky Boys Agency, Montana

1975-1978 Firefighter, forestry technician, Helena Interagency Hotshot Crew, Forest Service in Idaho and Montana

Specialized Experience:

- Fire Management Planning and Program Review, Mescalero Apache Tribe, NM, 2019 (Wildland Fire Associates).
- Fire Modeling Analysis & Scenario Development, Las Conchas Fire, Colorado State University, 2017-2019 (Wildland Fire Associates).
- NWCG qualifications: Fire Behavior Analyst, 1993-2022.
- Fire Behavior Specialist, Wildland Fire Decision Support System, 2019.
- Fire Behavior Analyst, Terwilliger Fire, 2018, Willamette NF in Oregon, Type 2 IMT.
- Fire Behavior Analyst, Jones Fire, 2017, Willamette NF in Oregon, Type 2 IMT.
- Instructor experience: Instructor for basic firefighter and fire behavior (S-130, S-190), Intermediate Wildland Fire Behavior (S-290), Advanced/Intermediate Fire Behavior Calculations (S-390, S-490) and FARSITE (S-493).
- Instructor for specialized training in US National Grid and wildland fire applications, FireFamily Plus and management of weather data, Weather Information Management System (WIMS), and the National Fire Danger Rating System (NFDRS).
- Risk assessment, fuel/vegetation analysis, fire modeling and burn severity analysis, using the Wildland Fire Decision Support System (WFDSS), FARSITE, FlamMap, and Landfire.

Richard Kattelmann

Hydrologist

143 Jeffrey Pine Road, Crowley Lake, CA 93546

760 935 4088 rick@whitebarkinstitute.org



Areas of Specialization:

Snow and mountain hydrology, watershed management, wildfire risk mitigation

EDUCATION

Ph.D., Geography, 1995, University of California, Santa Barbara

M.S., Forest Hydrology, 1981, University of California, Berkeley

B.S., Forestry, 1979, University of California, Berkeley

EMPLOYMENT

Wildfire Risk Mitigation Specialist, RFFCP via ECWA & Whitebark, 2020-present

Hydrologist, California Trout via TSS Consultants, 2021-2022

Wildfire Science Advisor, ESCCRP via Plumas Corporation, 2020-2022

Hydrologist, Inyo-Mono Regional Water Mgmt Group via ECWA & CRWA, 2011-2022

Consulting Hydrologist, private practice, 2000-2010

Assistant Researcher, Bren School of Environmental Science & Mgmt, UCSB, 1995-2000

Visiting Instructor, Dept. of Earth Resources, Colorado State University, 1997

Consultant to Sierra Nevada Ecosystem Project, University of California, Davis, 1993-1996

Researcher and Research Assistant, University of California, Santa Barbara, 1985-1995

Hydrologist, Central Sierra Snow Lab, PSWFRES, USDA-Forest Service, 1980-1985

PROFESSIONAL ACTIVITIES

Certified Professional Hydrologist American Institute of Hydrology 1988 to 2007

Author of more than 100 technical papers concerning hydrology & watershed management

HEIDI JENNIFER PORRAS PETERS

June Lake, CA | heidi@whitebarkinstitute.org | 760.648.3516



Environmental Education and Outreach with Strategic Sectors

NGO | Education | Community | Government | Academia

Passionate binational and bilingual conservation professional with extensive experience in outdoor environmental education, strategic collaboration and communication of natural resource issues to diverse communities. Academic background in marine resource management. Deep knowledge of community dynamics and challenges. Demonstrated ability to learn, absorb and transfer technical content to non-technical audiences. Partnership builder, adaptable to changing environments and organization dynamics. Mediator and problem solver with a knack for identifying strategic solutions. Active listener and communicator. Confident and motivated, brings balance, perspective and joy to workplaces whether in the field or office.

AREAS OF EXPERTISE

Experiential Environmental Education Delivery	Donor Relations & Reporting	Risk Management
Curriculum Development	Stakeholder Engagement & Outreach	Watershed and Watershed Issues
Collaborative Community Initiatives	Marine, Coastal & Desert Ecology	

PROFESSIONAL EXPERIENCE

Whitebark Institute of Interdisciplinary Environmental Sciences, Mammoth Lakes, CA, USA

June 2022 - Present

U.S. non-profit organization dedicated to do interdisciplinary environmental problem-solving in the eastern Sierra region of California.

Outreach & Education Coordinator (June 2022-Present): Responsible for the communication and outreach department which main priority is to raise awareness and acceptance of the need for proactive forest restoration actions around the Town of Mammoth Lakes among target audiences.

Ecology Project International (EPI-Mexico), La Paz, B.C.S, Mexico

2012 – 2022

U.S. based organization that engages youth through science-based field programs in various countries.

Program Supervisor (September 2021-August 2022): Responsible for oversight and supervision of EPI Mexico's program, communication and outreach coordinators and for developing new high-value collaborator relationships. Primary responsibilities include ensuring Mexico's achievement of organization-wide priorities and initiatives; monitoring program's new initiatives and budgets; report writing; coordinating and monitoring risk management systems. Ongoing participation in collaborative projects listed below:

Urban Oasis Project

- Contributed design and implementation in collaborative urban ecology community project.
- Project transformed two abandoned public spaces into multifunctional green spaces using green infrastructure and native plant reforestation to promote rainwater harvesting and micro-climate regulation with the participation of 60 members of local community in La Paz.

Community Health and Biodiversity Program (One Health)

- Coordinated team of 20 (content creators, web programmers, editors, videographers and graphic designers) to create an online distance learning educational program related to One Health and Zoonosis for Mexico's National Commission of Natural Protected Areas (CONANP).
- Program reached 200 rural schools, 580 teachers and aims to reach 18,000 students located near 16 Natural Protected Areas in Central Mexico by June 2022, contributing to the creation of communities in balance with the environment.
- Ongoing coordination of Program's website development and dissemination material.

Program Coordinator (October 2014 – December 2020): Responsible for implementation and coordination of EPI Mexico's Field Initiatives for local and international students and educators. Primary responsibilities included ensuring EPI's active participation in science-based conservation and sustainability projects and supervising the data collection process and databases; instructor training and supervision; program specific risk management; site and theme-specific student-centered curriculum development; management of student evaluation process; and coordination with recruitment department and international chaperones. Projects and initiatives achieved:

- Lead internal change within organization to include and focus on social science and community issues as part of curricula (e.g watershed issues).
- Building teacher capacity by co-creating and implementing experiential professional development workshops for local and international teachers.
- Co-created and implemented a training workshop for the Promoters of Water Culture for the La Paz municipal water agency (OOMSAPAS) and the National Water Commission (CONAGUA) to help raise awareness among the local population about the importance of the watersheds and citizen participation in water management.
- Co-organized annual community outreach festival, creating the Mi Comunidad Sustentable collaboration.
- Designed and implemented a marine ecology and sustainable fishing education program for multi-age groups of students in six fishing rural communities along the coast of Baja California Sur, Mexico.
- Represented EPI as the education leader in a coalition building effort that resulted in passage of statewide legislation to regulate and limit the use of single use plastic in the state of Baja California Sur, Mexico

Field Instructor (September 2012 – September 2014): Lead over 30 environmental educational courses in collaboration with scientific partners for over 450 local and international students and educators in urban and remote areas in different ecosystems (desert, coastal marine, sierra and rainforest).

Acuarell Kindergarten, Puerto Vallarta, Jalisco, Mexico 2011 – 2012
Pre-K English teacher: Managed and instructed groups of 10–15 three-year-old students.

Rutas Patagonia, Torres del Paine National Park, Región de Última Esperanza, Chile. 2007 – 2010

Sea Kayak Adventures, Loreto, B.C.S., Mexico and Vancouver Island, B.C., Canada 2004 – 2006

Baja Outdoor Activities, La Paz, B.C.S. Mexico 2004 – 2006

Kayak instructor, environmental educator and naturalist guide (ocean, river and lake kayak expedition & whale watching tours):
 Lead large groups on multi-day kayak expeditions in diverse conditions; planned all logistics, served as interpretive naturalist.

Centro Interdisciplinario de Ciencias Marinas (CICIMAR), La Paz, B.C.S., Mexico. 2001 – 2003

Technician, Laboratory of Ecology of Marine Mammals: Coordinated field research, collected and processed fecal and tissue samples, wrote technical reports and publications.

FELLOWSHIPS

Beetles Leadership Institute

Urban Ecology Center of Minnesota

Monterey Bay Aquarium Project Based Education

COURSES AND CERTIFICATIONS

Foundations for System Leadership & Awareness-Based Systems Change workshop – December 2020

Leadership Training Workshop (Liderazgo Pescadero), Fondo Noroeste AC - May / August 2018

Quantum Learning course for teachers. PROBEA - January 2014

Wilderness First Aid Responder course (WFR) and CPR. Wilderness Medicine Institute -Current 2004-2022

"Mexican Educator Kayak and Sailing module" and "Leave No Trace". NOLS - January 2001 / February 2018

EDUCATION

Master in Sciences – Management of Marine Resources. CICIMAR. La Paz, B.C.S. Mexico - 2004

Bachelor of Arts – Marine Biology. Universidad Autónoma de Baja California Sur (UABCS). La Paz, B.C.S. Mexico - 2001

PUBLICATIONS

Robledo-Mejía, M. L. H. Porras-Peters, y D. Schimelpfenig. (2019). Activating youth: Building core capacities to create environmental leaders. Oral presentation. NAAEE. Spokane, Washington, USA.

Porras-Peters, Heidi; Auriolos-Gamboa, David; Cruz-Escalona, Victor Hugo; Koch, Paul L. 2008. Trophic level and overlap of sea lions (*Zalophus californianus*) in the Gulf of California, Mexico. *Marine Mammal Science*. 24(3): 554-576.



Erin L. Elliott

Botanist and Environmental Scientist

29 Quail Lane,
Bishop CA 93514
805.459.0756
elouisebee@gmail.com

Education

- B.S. Environmental Studies, Prescott College, 2011
- Rangeland & Fire Ecology Professional Development Program, University of Nevada Reno (currently enrolled)

Discipline Areas

- Botany
- Wildlife Biology
- Wetlands Ecology
- Monitoring
- Restoration
- Environmental Compliance
- Recreation and Land Management

Trainings & Certifications

- **Riparian Management and Restoration** (REM 499) (9/1/22-10/21/22) University of Nevada Reno
- **Rangeland Restoration Ecology** (REM 498) (03-01-05/12/2022) University of Nevada Reno
- **CPR / First Aid / AED Training and Certification** (January 2021)
- **Basic Wetland Delineation Training** (04/15-04/16/2021) Wetland Training Institute
- **SCE Stations Conditions Training** (03/10/2021)
- **Assessment, Inventory, and Monitoring** (AIM) Terrestrial Field Methods (02/27-03/02/2018)
- **Proper Functioning Condition Assessment for Integrated Riparian Management** (07/25- 07/27/2017)
- **Identification of Grasses** (05/21- 05/22/2017) The University of Nevada Reno Herbarium
- **Botany Training** (05/15-05/17/2017) The University of Nevada Reno Herbarium
- **Tortoise Handling Workshop** (11/2011) Desert Tortoise Council

Summary of Experience

I am an ecological enthusiast with a background in botany, natural resource management, wildlife ecology, and recreation management. I have extensive experience completing regional protocol-level botanical and ecological inventories as well as a diversity of field work, including rare plant and noxious weed surveys, small mammal surveys, nesting bird surveys, wetlands jurisdictional delineations, and restoration and habitat improvement projects. I am motivated to utilize my professional skillset to work towards achieving healthy landscapes that are resilient to disturbances and changing climate.

Significant Projects

Environmental Scientist – Whitebark Institute for Interdisciplinary Environmental Sciences – Eastern Sierra Region, California. This position involves the following projects and roles:

- **Staff Botanist and Recreation Specialist** – Provide botanical and recreation asset expertise and conduct environmental planning services to support the Eastern Sierra Pace & Scale Accelerator grant. In this role I support community wildfire protection and sustainable recreation projects striving to improve the ecological and economic sustainability of the eastern Sierra, with a large focus on the Eastern Sierra Climate & Communities Resilience Project. This position is responsible for performing work involved in Natural Resources Planning and Environmental law compliance, including the National Environmental Policy Act (NEPA) in support of the Eastern Sierra Council of Governments Sustainable Recreation and Ecosystem Management (SREM) Program.
- **Eastern Sierra Subregion Regional Forest and Fire Capacity Program (RFFCP) Coordinator** – Support the Sierra Nevada Conservancy's RFFCP grant program to prioritize, plan, and implement projects that improve forest health and fire resiliency, facilitate greenhouse gas emissions reductions, and increase carbon sequestration in communities throughout the Eastern Sierra subregion (Alpine, Mono, and Inyo Counties). Building collaborative efforts and supporting local leadership to address geographically specific needs and priorities with respect to landscape health and fire resilience.

Senior Staff Scientist - Cardno now Stantec - Bishop Field Office, California. Supported a diversity of project work as a Senior Staff Scientist with Cardno. Significant projects and roles included:

- **Field Biologist – Southern California Edison (SCE) Environmental On-Call Program - Bishop, California.** Conducted construction monitoring, pre-construction site sweeps, biological surveys, nesting bird and woodpecker surveys, water quality monitoring, wetland jurisdictional delineations, and fish rescues. Ensured that projects were completed in compliance with biological, wetlands, and archeological measures, as well as any California Department of Fish and Wildlife (CDFW), State Water Quality Control Boards (SWQCB), and United States Army Corps of Engineers (USACE) permits.

- **Botanist - Placer County Water Agency (PCWA) Botanical Surveys (2021).** Conducted botanical surveys for special-status plants and noxious weeds on the El Dorado National Forest for PCWA in May and July of 2021.
- **Botanist - Rafter 7 Ranch Botanical Surveys & Yellow-Billed Cuckoo Habitat Mapping- Yerington, Nevada (2020).** Conducted botanical field surveys for special-status plants and noxious weeds at Rafter 7 Ranch within the Walker River State Recreation Area. These surveys contributed to the discovery and documentation of multiple occurrences for sagebrush cholla (*Grusonia pulchella*), as well as many noxious weed populations. Served as the project botanist conducting habitat assessment and mapping for yellow-billed cuckoo at the Rafter 7 Ranch.
- **Botanist - Springville Clarkia Botanical Surveys (SCE)-Springville, California (2022).** Conducted botanical inventory for Springville clarkia (*Clarkia springvillensis*) and noxious weeds
- **Biologist – Southern California Edison (SCE) Environmental Compliance – California.** Conducted environmental reviews of SCE operations and maintenance projects throughout California and performed biological surveys. biological and wetlands desktop analysis of transmission and distribution projects and provides QA/QC and guidance for team members. Prepared wetland permitting applications (404, 401, and 1602 and drafted Jurisdictional Delineation and Habitat Assessment reports.
- **Project Manager – Cuddeback and Pick High Fire Areas (HFAs) - SCE Environmental Compliance- California.** Served as the SCE Environmental HFA Environmental Lead for two covered conductor projects. Directed requisite environmental trainings, hosted management calls, conducted biological and wetlands desktop analysis, and arranged field surveys and scheduling in coordination with SCE and construction project coordinators to ensure that work was completed in compliance with appropriate environmental measures, project permits, SWPPP, etc.

Biological Specialist – Bi-State Sage Grouse - Great Basin Institute; Bureau of Land Management - Bishop Field Office, California. Supported a broad spectrum of projects within wildlife management, rangeland management, and recreation. Contributed to the design, implementation, monitoring, and completion of projects designed to enhance, rehabilitate, and restore Bi-State sage grouse habitat on BLM administered public lands with the Bishop Field Office. This position involved the following projects and roles:

- Assessing riparian areas for meadow restoration. Organizing and managing restoration and habitat improvement efforts in a variety of habitats. Working in correlation with USGS and USFWS to monitor and maintain habitat for special-status fish species.
- Performing noxious weed and special-status plant surveys.
- Assisting with the preparation for and implementation of pinyon-juniper treatments in the Bishop Field Office to improve and conserve Sage-grouse habitat. Performing pre-treatment special-status plant surveys. Evaluating BLM lands for potential future pinyon-juniper treatments.
- Planning, preparing for, and leading habitat improvement volunteer events. Developing and producing public outreach flyers, social media posts, etc. relevant to work projects and events.
- Coordinating Assessment Inventory and Monitoring project specifics with GBI Survey Crews to ensure BLM stipulations and speculations were met. Reviewing and assisting with the approval of AIM study design (plot locations, prioritization of field work, etc.). Reviewing AIM DIMA datasets and botanical species lists and performing site visits to help with data quality control and verification of species identification.

SWCA

APPENDIX B:
Original Signed Request for Proposal



Request for Proposal

Inyo County Community Wildfire Protection Plan Update

RFP Number: OES-2022-12-01

Release Date: December 28, 2022

For information: Inyo County Administration
Office of Emergency Services
P.O. Drawer N
Independence, CA 93526
mtorres@inyocounty.us

A. Purpose

The purpose of this Request for Proposal (RFP) is to define Inyo County’s minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services rendered by proposers. The Inyo County Office of Emergency Services is seeking written proposals from experienced consultants to revise and update the County’s Community Wildfire Protection Plan (CWPP). The update will include all elements required by the Federal Emergency Management Agency (FEMA) and the California Governor’s Office of Emergency Services (CalOES).

B. Term of Contract and Scope of Work

Term of contract is anticipated to be up to thirty-six (36) months. See Attachment A for “Project Description and Scope of Services”

C. Schedule of Events

December 28, 2022	Request for Proposal released
January 18, 2023	Questions Due by 3:00 pm (PST)
January 25, 2023	Responses to questions will be published on the County Website
February 1, 2023	Proposals due by 3:00 pm (PST)
February 2 - 8, 2023	County review period & negotiations
February 15, 2023	Intent to Award Notifications sent out
February 22, 2023	Contract approval and contract start date

*These dates may be changed at the discretion of Inyo County. Changes to the due date for questions or due date for proposal submittal will be made by written addendum.

D. Submission Process

Respondents shall submit in a sealed envelope one (1) signed original RFP to:

Inyo County Administration
Office of Emergency Services
P.O. Drawer N
Independence, CA 93526

Sealed envelope containing original signed RFP should be marked as follows: “Inyo County Community Wildfire Protection Plan Update”. Proposals received in the Inyo County Administration Office after February 1, 2023 – 3:00 p.m. will not be considered under any circumstances and will be returned to the sender.

Proposals may be delivered in person, U.S. Mail, or Common Carrier. No electronic or facsimile copies will be accepted. It is the responsibility of the submitting party to ensure timely delivery.

Proposals must be submitted following the format provided in this RFP. RFPs not submitted in the manner prescribed herein will not be considered.

E. General Conditions

By submitting a proposal, the Respondent represents and warrants that:

- a. The information provided is genuine and not a sham, collusive, or made in the interest or on behalf of any party not therein named, and that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a sham proposal, or any other Respondent to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage; and
- b. The Respondent has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of the County.

This solicitation and related information can be found at <https://www.inyocounty.us/emergency-services> Inyo County does not guarantee the accuracy of information posted on or obtained from third party organizations.

All proposals become the property of the County. The County reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. None of the materials submitted will be returned to the Respondent unless they are not submitted in a timely manner.

Proposals will become a public record and available for release to the public upon selection of a successful Respondent and Intent to Award Notification is distributed. Respondents shall specify in their cover letter if they desire that any portion of their proposal be treated as proprietary and not releasable as public information. If Respondent chooses to claim any information as proprietary, it must specify those sections in the cover letter and provide any legal justification for treatment as such. However, Respondents should be aware that all such requests may be subject to legal review and challenge. In such event, each Respondent shall be responsible for the legal defense against the release of their proposal as public information.

The County reserves the right to award an agreement without further competition based on the responses received to this RFP.

The County reserves the right to request additional information not included in this RFP from any or all Respondents after proposal due date.

The County reserves the right to contact references not provided in the submittals.

The County reserves the right to incorporate its standard language into any contract resulting from this solicitation. The County's contract template is attached for reference as "Attachment C". Templates are attached for reference only and do not need to be signed or returned with proposal.

The County reserves the right to reject any and all proposals or any part of a proposal if it is determined it is not in the best interest of the County.

The County reserves the right to reject the proposal of any submitter who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a Respondent who is not in a position to perform such a contract satisfactorily. The County may reject the proposal of any Respondent who is in default of the payment of taxes, or other monies due to Inyo County.

The County reserves the right to terminate the RFP.

An individual who is authorized to bind the proposing agency contractually shall sign the proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal shall be rejected.

F. Security and Privacy.

All Consultant team members allowed to perform field investigations shall be included in an approved list and verified through picture identification. Only verified field evaluators and team members will be allowed to enter Inyo County facilities or perform investigations within County owned areas.

G. Modification or Withdrawal

Any modification, amendment, addition, or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions. An individual who is authorized to bind the submitting agency contractually shall sign the modification, amendment, addition, or alteration. The signature must indicate the title or position that the individual holds in the firm. An unsigned modification amendment, addition, or alteration shall be rejected.

NO AMENDMENTS, ADDITIONS OR ALTERATIONS WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED AS THE SUBMISSION DEADLINE UNLESS REQUESTED BY THE COUNTY.

At any time prior to the specified time and date set for the proposal due date, a designated representative of the Responding agency may withdraw the submission provided that such person provides acceptable proof of his or her identity and such person signs a receipt. No submissions may be withdrawn or returned after the date and time set for final submission.

H. Information Resource

Direct questions about this RFP to Inyo County Office of Emergency Services via email to:

Mikaela Torres
mtorres@inyocounty.us

Questions will not be answered that would tend to constitute an evaluation of a response being prepared or that might give an unfair advantage to a potential Respondent. Except for the above named, potential Respondents should not contact Inyo County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the proposal.

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

I. Organization of Proposal

Proposals shall contain the following information and shall be organized in the same order as provided herein. Each of these section headers shall be listed in submitted proposal with pertinent information provided under the specific header:

1. Cover Page. Cover page shall state Title and RFP number (**Inyo County Community Wildfire Protection Plan Update, RFP Number OES- 2022-12-01**) date of submission; and

name and signature of the person who is authorized to make decisions and represent the submitting firm with respect to this RFP.

2. Company Information. This section shall state:

- a. The legal name of the company which can enter into a contract with the County of Inyo and any alternate names for which the company is known (D.B.A.);
- b. Mailing, and physical address(es);
- c. Remit-to billing address;
- d. Phone, fax, and website (if applicable);
- e. Organization type;
- f. Federal I.D. number;
- g. DUN's Number;
- h. List of owners;
- i. List of corporate officers with titles (if applicable); and
- j. Name (first and last), title, mailing address, phone number, fax, and email of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

3. Company History, Experience, and Qualifications. *See Attachment B.* This section shall consist of the information requested in Attachment B Item #1 to allow for review of company history, experience, and qualifications other than proposed pricing. Each question/information request should be copied into proposal with answers following each request.

4. Pricing Information/Structure, *See Attachment B.* This section shall consist of the information requested in Attachment B Items #2 and #3 and shall communicate your proposed price for required services.

5. Samples. Submit three (3) sample approved CWPP's (in electronic files) including an example of project scheduling and duration control. Examples of projects commissioned within the last five years of similar size and scope are preferred.

6. Disclosures. A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the proposer or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any proposal. The County of Inyo reserves the right to reject any proposal based upon the Proposer's prior history with the County of Inyo or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures.

If there are no disclosures to report, this section must still be included in submittal with an indication that there are no reportable disclosures.

7. Insurance Requirement. This section shall contain a written statement indicating proposer's willingness and ability to meet all of the County's insurance requirements as indicated in *Attachment C-Inyo Standard Contract Agreement, Section 9.*

Respondents who are unable to meet all of the County's insurance requirements may submit with their proposal an alternative plan for obtaining insurance that will adequately mitigate the risks associated with providing the services detailed above. Any alternative insurance coverage request is subject to review and approval by County Counsel and the County's Risk Manager. Failure to meet the County's insurance requirements, as determined by County Counsel and County Risk Management, may be sufficient reason for disqualification from the selection

process.

8. RFP Addenda, if any. Any and all addenda shall include an acknowledgment of receipt that must be returned. The acknowledgement form must be signed and attached to the final response. Failure to attach any acknowledgement form may result in the rejection of the final response. See *Section L* below.

All information provided as a response to this RFP should be in the context of the information requested in the RFP. Please do not submit additional flyers, brochures, marketing material, etc.

J. Evaluation Process.

An evaluation team will rank the proposals received in accordance with the terms of this RFP in the following manner:

Company History, Experience, and Qualifications. See Attachment B – 70 points

Work Plan and Schedule – 15 points

Pricing / Rate Proposal – 15 points

K. Award

The County intends to award a contract to the firm who distinguish themselves as capable of the type and breadth of services provided for in *Attachment A - Project Description and Scope of Services*, as evident in submitted Proposal. Selection and determination of qualifications is at the sole discretion of the County.

If deemed necessary by the evaluation team, additional investigation may be performed to gather adequate information pertaining to any consultant. If reference checks reveal untruthful statements of qualifications, that respective proposal will be rejected.

The County will attempt to negotiate a mutually satisfactory contract with the firm submitting the top ranked Proposal. If no contract can be successfully negotiated with the top ranked Respondents, then the County may, at its election, enter into negotiations with the next highest ranked Respondent; and move down the list of Respondents in order of scoring until a contract can be negotiated.

After a mutually satisfactory agreement has been negotiated including the approval of all required insurance and endorsements, the final selection of the Consultant will be presented to the Board of Supervisors with a recommendation for award of the contract. A copy of the *County of Inyo Standard Contract Agreement – Modified Contract No. 113* is included as *Attachment C*.

The County reserves the right to:

- a. Examine the experience and capability of the firm's team members. The County may object to specific proposed team members.
- b. Receipt of a proposal by the County does not constitute a contract with the County and the County accepts no responsibility or liability for any costs incurred in the preparation and/or submission of such proposals.
- c. Failure to respond to any portion of this proposal may result in possible rejection of the complete proposal from further consideration.
- d. At any point, if the County of Inyo feels that the project is not progressing in the appropriate manner, the County of Inyo has the right to request a new project manager and/or terminate the contract with the firm.

Interested firms should review: *Attachment A - Project Description and Scope of Services; Attachment B - Company History, Experience, and Qualifications, and Attachment C – County of Inyo Standard Contract Agreement No.113*, in consideration of response.

L. RFP Addenda.

Any changes to the RFP requirements and answers to questions submitted pursuant to the provisions of this RFP will be made by addendum. All addenda shall include an acknowledgment of receipt that must be returned. The acknowledgement form must be signed and attached to the final response. Failure to attach any acknowledgement form may result in the rejection of the final response. Addenda will be provided to all known interested firms and posted on the County website.

M. Local Vendor Preference.

This project (or program) is partially State Funded through FEMA allocation and therefore no Local Vendor Preference is allowable.

N. Attachments.

- A. Project Description and Scope of Work
- B. Company History, Experience, and Qualifications
- C. County of Inyo Standard Contract Agreement – Modified Contract No. 113

ATTACHMENT A

PROJECT DESCRIPTION AND SCOPE OF SERVICES

1. The consultant will prepare a revised and updated, GIS-based County-Wide Community Wildfire Protection Plan (CWPP). The Contractor shall perform all necessary travel, professional analysis and work required for preparation of the Inyo County CWPP. The CWPP will cover the entire County including unincorporated and incorporated cities. The Contractor will coordinate with all required local, state, and federal agencies for written plan approvals prior to adoption by the Inyo County Board of Supervisors. The CWPP must also address and align with applicable state and federal requirements, legislation, and CWPP guidance available. Duties include the following and any other duties that might be necessary to complete the scope of services.
 - Gather and analyze data
 - Provide technical and administrative services to include attending a kick-off meeting with staff and working group meetings throughout the duration of the project if required.
 - Conduct meetings and discussions with local, state, and federal agencies necessary to determine community wildfire risk and the mitigation projects. Meetings will include neighboring Operational Areas to determine their risks and mitigation projects to deconflict and prevent duplication of effort.
 - Conduct public meetings and garner the necessary approvals and adoptions to ensure the Inyo County CWPP meets all requirements to apply for and receive state and federal fuel reduction and removal and fire prevention and mitigation grants.
 - Create community maps to identify fire risks to include, but are not limited to:
 - High wildfire risk areas
 - Wildland Urban Interface
 - Inhabited Areas at Elevated Fire Risk
 - High Value Assets in Need of Protection from Wildfires
 - Establish community hazard reduction priorities and implementable projects. Make recommendations to reduce structural ignitability.
 - Create an Action Plan with roles and responsibilities to carry out the CWPP to include funding needs, resources, and recommended timetables.
 - Prepare and provide a draft version of the CWPP to the County for review by or before fourteen (14) months from contract start date (May 2024).
 - Prepare and provide a final CWPP to the County for approval twenty (20) months from the contract start date (November 2024).
2. The selected consultant will coordinate staff meetings with appropriate departments, agencies, schools, organizations, and the public to gather the necessary information to successfully research, write and complete the plan. The selected consultant will attend and lead meetings, clarify any outstanding issues and respond to any comments from the County. As requested, the selected consultant will prepare progress reports that summarize the anticipated and completed tasks and will update the project schedule as required.
3. The County requires entire project completion and final invoice no later than 04/02/2025.

The deliverable due dates are:

- a draft revised and updated CWPP by or before fourteen (14) months of contract start date (May 2024)
- the final approved CWPP by or before twenty (20) months of the contract start date (November 2024)

Deliverables:

- Meeting Agendas and Minutes
- Progress Reports
- Project Schedule for each component
- Review and adequately respond to comments
- Deliver each component (report/plan) on time
- Deliver approved final CWPP that are of a professional quality with maps, diagrams, tables and/or text in a format that will print out clearly and to the satisfaction of the County of Inyo Office of Emergency Services
- The Project shall be considered completed when the plan has been reviewed by CalOES and adopted by the Inyo County Board of Supervisors
- All products completed as a result of this process shall become the property of the County of Inyo, including but not limited to the plan, associated data, maps, electronic files, etc.
- Consultant will provide final CWPP via email (MS Word format), ArcGIS Story Maps and associated tracking tools, and up to ten (10) complete bound printed copies.

ATTACHMENT B
COMPANY HISTORY, EXPERIENCE, AND QUALIFICATIONS

1. **History, Qualifications, Experience and References:** Please provide a description and brief history/background of your company. Included should be the number of years in business. Also identify the qualifications and experience of the key team member(s) that will work on the project. Emphasize the specific qualifications and experience from projects similar to this project, including any familiarity with or previous work in Inyo County, for the key team members. Resumes showing relevant experience are required of each team member assigned to this project. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County. Experience and qualifications of key field personnel should be included. Any current or past contracts with government agencies can be listed and described in this section. Licensing and certification shall also be described in this section. Attention to the details provided in Attachment A – Scope of Work should be considered with your response. **(70 Points)**

2. **Work Plan and Schedule:** Please provide information on how you will conduct each task of the project, identification of deliverables for each task and a schedule. The work plan must include the name of the designated personnel, their title, the description of the task performed, estimated hours based upon the Consultant's proposed work plan, and the estimated costs formulated such that actual hourly wages are provided. Each phase of the work plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task. **(15 Points)**

3. **Cost Control:** Please provide information on how you will control and monitor project costs to ensure all work is completed within the negotiated budget for the project. Please provide a detailed cost/budget for the project. Include the name and title of the individual responsible for cost control. **(15 Points)**

ATTACHMENT C
COUNTY OF INYO STANDARD CONTRACT AGREEMENT
Modified Contract No. 113

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the _____ services of _____ of _____ hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of _____ Dollars and _____ cents (\$ _____) for performance of all of the services and completion of all of the work described in Attachment **A**.

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

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

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

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment **A**, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of

this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

12. NONDISCRIMINATION.

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

13. ASSIGNMENT.

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

14. DEFAULT.

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

15. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty one (21) below.

16. CONFIDENTIALITY.

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant

thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

17. CONFLICTS.

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

18. POST AGREEMENT COVENANT.

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

19. SEVERABILITY.

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

20. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

21. AMENDMENT.

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

22. NOTICE.

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

County of Inyo

_____ Department
_____ Address
_____ City and State

Contractor:

_____ Name
_____ Address
_____ City and State

23. ENTIRE AGREEMENT.

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

#

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Type or Print Name

Type or Print Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Grace Church
County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT B: INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES 2022
Contract For Review and Update to The Inyo County Community Wildfire Protection Plan

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
2. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving one-on-one work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss.
3. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.*
4. **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. *Provision may be waived with signed letter on contractor's letterhead certifying that contractor has no employees.*

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

OTHER INSURANCE PROVISIONS

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

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

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and 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 and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 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.

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

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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-

**AMENDMENT NUMBER _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and _____, of _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated _____, on County of Inyo Standard Contract No. _____, for the term from _____ to _____.

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 effective date of this Amendment to the Agreement is _____.

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

**AMENDMENT NUMBER _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND**

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

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



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 25, 2023

Reference ID:
2023-3700

Approval of Ordinance 1295 to Revise and Clarify Procedures for Processing Groundwater Well Applications Environmental Health ACTION REQUIRED

ITEM SUBMITTED BY

Jerry Oser, Environmental Health Director

ITEM PRESENTED BY

Jerry Oser, Environmental Health Director

RECOMMENDED ACTION:

Approve ordinance 1295, titled, "An Ordinance of the Inyo County Board Of Supervisors Adding Sections 14.24.051 and 14.24.052 to the Inyo County Code to Revise and Clarify Procedures for the Processing of Applications for Groundwater Wells."

BACKGROUND / SUMMARY / JUSTIFICATION:

The proposed ordinance amends Inyo County Code Chapter 14.24 to establish two separate but related procedures for the processing of permits for groundwater wells. First, Section 14.24.051 is added to the Inyo County Code, titled "Classification of Permits." This section establishes the rebuttable presumption that well permit decisions are ministerial acts under the California Environmental Quality Act (CEQA). This section is drafted in response to the California Supreme Court decision Protecting Our Water and Environmental Resources v. County of Stanislaus in which the Court held that a well-permitting agency cannot treat all well permit decisions as ministerial. The Court's ruling allows for case-specific classification regarding whether permitting decisions involve discretionary decisions from County officials pursuant to guidelines set forth in Bulletin No. 74 or other legally binding authorities. This proposed amendment brings County practices in alignment with this California case law.

Second, Inyo County Code Section 14.24.052, "Indemnification" is added to Chapter 14.24. This section requires that before the County processes a well permit application, the applicant sign a Permitting Agreement which must include a section on defense and indemnification.

FISCAL IMPACT:

N/A

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If your board doesn't approve the ordinance, we will continue to use the code as written. Given the result of the POWER case, the Environmental Health Department recommends against this option.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Planning

ATTACHMENTS:

1. Revision of Procedures for Well Applications/Ordinance No. 1295

APPROVALS:

Jerry Oser	Created/Initiated - 4/7/2023
Darcy Ellis	Approved - 4/11/2023
Keri Oney	Approved - 4/11/2023
John Vallejo	Approved - 4/13/2023
Amy Shepherd	Approved - 4/18/2023
Nate Greenberg	Final Approval - 4/20/2023

ORDINANCE NO. 1295

AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS ADDING SECTIONS 14.24.051 AND 14.24.052 TO THE INYO COUNTY CODE TO REVISE AND CLARIFY PROCEDURES FOR THE PROCESSING OF APPLICATIONS FOR GROUNDWATER WELLS

WHEREAS, Inyo County Environmental Health Department establishes guidelines for regulating the construction, modification, repair, abandonment, or destruction of wells; and

WHEREAS, the State of California sets forth “Water Well Standards” in Chapter II of the California Department of Water Resources Bulletin No. 74, which establish minimum standards for well structures and well locations with respect to pollutants and contaminants; and

WHEREAS, the State of California’s Executive Order N-7-22 establishes further requirements during this time of exceptional drought regarding interference with the functioning of existing nearby wells and the avoidance of subsidence; and

WHEREAS, when the Inyo County Environmental Health Department issues well permits, the default posture of the County is that those permits are ministerial acts unless they involve discretion under Bulletin No. 74 or other legally binding authorities; and

WHEREAS, the Supreme Court of California created binding legal precedent allowing for case-specific ministerial classification when permitting decisions do not involve discretionary decisions from County officials regarding guidelines set forth in Bulletin No. 74 and other legally binding authorities; and

WHEREAS, Inyo County wishes to create a process and related requirements for the processing of well permit applications that are discretionary under legally binding authorities, including review of such applications under the California Environmental Quality Act (CEQA).

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS that:

SECTION ONE: Section 14.24.051 “Permit-Classification” is hereby added to the Inyo County Code as follows:

“14.24.51 Permit-Classification.

- A. It shall be rebuttably presumed that all well permitting decisions are ministerial acts under the California Environmental Quality Act (CEQA). That presumption shall be rebutted where discretion must be exercised in accordance with the following authorities, as same may be amended from time to time:
 - 1. California Department of Water Resources Bulletin No. 74, Chapter II, Section 8.A;
 - 2. California Department of Water Resources Bulletin No. 74, Chapter II, Section 8.B;

3. California Department of Water Resources Bulletin No. 74, Chapter II, Section 8.C;
 4. California Department of Water Resources Bulletin No. 74, Chapter II, Section 9;
 5. Other legally binding authorities, such as, but not limited to, State of California Executive Orders.
- B. If any of the standards set forth by the authorities stated in 14.24.040-Application-Contents Required, apply and the health officer utilizes discretion in issuing well permits in accordance with those authorities, then the issuance of the well permit shall be a discretionary act under CEQA and permit applicants shall be responsible for the cost and preparation of any reports and documentation required by CEQA in accordance with policy established by the health officer or his or her designee.”

SECTION TWO: Section 14.24.052 “Permit-Defense and indemnification” is hereby added to the Inyo County Code as follows:

“14.24.052 Permit-Defense and indemnification

Applicant 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 County's acts or omissions with regard to its compliance with CEQA or other laws, with regard to the preparation and processing of the CEQA reports and documentation and with regard to the decision based thereon concerning Applicant’s Project. Prior to issuing a well permit, the environmental health officer shall require the Applicant to sign a Permitting Agreement which includes a section implementing the requirements of this Subsection.”

[REST OF PAGE INTENTIONALLY BLANK]

SECTION THREE: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jennifer Roeser, Chair
Inyo County Board of Supervisors

ATTEST:NATE GREENBERG
Clerk of the Board

By: _____
Darcy Ellis,
Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 25, 2023

Reference ID:
2023-3689

California Mutual Aid Region I and VI Inter-Region Cooperative Agreement For Emergency Medical and Health Disaster Services/Personnel/Equipment/Supplies Health & Human Services - Health/Prevention ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Tanksley, Administrative Analyst

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Approve the Memorandum of Understanding between the County of Inyo (Mutual Aid Region VI) and Mutual Aid Region I for the provision of Mutual Aid, for the period of 5 years, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Mutual Aid Agreement between the counties in Region I & Region VI- Counties of Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Imperial, Inyo, Mono, Riverside, San Bernardino, San Diego, the neighboring counties of Kern, and Monterey and the cities of Long Beach and Pasadena.

This agreement would allow The Medical Health Operational Area Coordinator (MHOAC), the Local Health Officer, EMS Administrator or authorized designee from an affected County within OES Region I and VI to request emergency medical and health disaster services through the OES Region I and VI Disaster Medical Health Coordination System in accordance with the California Public Health and Medical Emergency Operations Manual (EOM), and the Standardized Emergency Management System (SEMS).

FISCAL IMPACT:

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

N/A

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Our Board could choose not to approve this MOU resulting in our County's inability to request mutual aid during a disaster.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Emergency Services

ATTACHMENTS:

1. CA Mutual Aid Inter-Region Cooperative Agreement

APPROVALS:

Stephanie Tanksley	Created/Initiated - 3/29/2023
Darcy Ellis	Approved - 3/29/2023
Marilyn Mann	Approved - 3/30/2023
Melissa Best-Baker	Approved - 3/30/2023
Mikaela Torres	Approved - 3/31/2023
John Vallejo	Approved - 3/31/2023
Marilyn Mann	Final Approval - 4/3/2023

**California Mutual Aid Region I and VI
Inter-Region Cooperative Agreement
For Emergency Medical and Health Disaster
Services/Personnel/Equipment/Supplies**

This Agreement is made and entered into effective this ____ day of _____, 20__ by and between the signatory counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Region I and VI, that have executed this Agreement, including the Counties of Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Imperial, Inyo, Mono, Riverside, San Bernardino, San Diego, the neighboring counties of Kern, and Monterey (hereinafter referred to individually as the "County" and collectively as the "Counties") and the cities of Long Beach and Pasadena (hereinafter referred to individually as the "City" and collectively as the "Cities"), and shall take effect as provided in paragraph 2 below.

RECITALS

WHEREAS, there exists a great potential for a medical and health emergency, disaster, planned event or catastrophic event capable of overwhelming local ability to respond to and recover from; and

WHEREAS, in preparation for this threat, the signatories of this document, singularly and severally, agree to assist any participating Counties and Cities by providing assistance to the extent it is reasonably available and possible without compromising each County's or City's medical and health disaster responsibilities consistent with the Standardized Emergency Management System (SEMS); and

WHEREAS, the OES Region I and VI Regional Disaster Medical Health Coordinators (RDMHC), selected in accordance with California Health and Safety Code, Division 2.5, Section 1797.152 (a), is responsible for regional coordination of medical and health disaster assistance within OES Region I and VI when so requested by an affected County or City of Region I and VI; and

WHEREAS, each Medical Health Operational Area Coordinator (MHOAC), the Local Health Officer, and the Emergency Medical Services (EMS) Administrator, in accordance with California Health and Safety Code, Division 2.5, Section 1797.153, works in collaboration with their respective Operational Area Office of Emergency Services to follow Operational Area protocols and procedures; and

WHEREAS, each County and City is desirous of providing a reasonable and reciprocal exchange of services where feasible and appropriate; and

WHEREAS, this Agreement is made and entered into by and between the Counties and Cities for those agencies within their respective jurisdictions capable of providing emergency medical and health disaster services; and

WHEREAS, each County and City has emergency equipment, personnel and supplies which can be made available, in the spirit of cooperation and mutual assistance, under this Agreement; and

WHEREAS, each County and City enters into this Agreement ensuring the prudent use and reimbursement or replacement (at the discretion of the Sending County or City) of emergency medical and health disaster services, personnel, equipment and supplies utilized in assisting any County and City participating in this Agreement with emergency management related tasks and activities; and

WHEREAS, each Requesting County and City will plan for an orderly demobilization and recovery process.

DEFINITIONS

1. **Regional Disaster Medical and Health Coordination Program:** Each OES Mutual Aid Region has a Regional Disaster Medical and Health Coordination Program. The Regional Disaster Medical and Health Coordination Program is made up of the Regional Disaster Medical and Health Coordinator (RDMHC) and the Regional Disaster Medical and Health Specialist (RDMHS).
2. **Regional Disaster Medical and Health Coordinator (RDMHC):** An appointed position in each of the six OES Mutual Aid Regions. The RDMHC coordinates disaster information and medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region.
3. **Regional Disaster Medical and Health Specialist (RDMHS):** The staff position to the RDMHC. The RDMHS directly supports regional preparedness, response, mitigation and recovery activities. The RDMHS coordinates information as well as medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region during an emergency response.
4. **Certified Unified Program Agency (CUPA):** California agencies such as local Environmental Health and Fire departments, with delegated authority from CalEPA (Environmental Protection Agency) to protect communities from hazardous waste and hazardous materials by the implementation of statewide administrative requirements, permits, inspections, and enforcement. CUPA departments may have hazardous material response resources available to assist after a disaster.
5. **OES Mutual Aid Region:** A geographical subdivision of California, made up of multiple Operational Areas, established to assist in the application, administration and coordination of mutual aid and other emergency-related activities. California's 58 Operational Areas are divided into six Mutual Aid Regions
6. **Medical Health Operational Area Coordinator (MHOAC):** Within each Operational Area, the Health and Safety Code authorizes the County Health Officer and local Emergency Medical Services Administrator to jointly act as the MHOAC or appoint another

individual to fulfill the responsibilities. The MHOAC is responsible for medical and health disaster planning and for the provision of medical and health mutual aid within the Operational Area.

7. **California Public Health and Medical Emergency Operations Manual (EOM):** The EOM provides guidance on the roles, procedures, and coordination between California's many partners in the Public Health and Medical System.
8. **1997 Inter-Region Cooperative Agreement:** An Agreement between the Counties in OES Mutual Aid Region I and Region VI that allows for the provision of medical and health services, resources, supplies and equipment. This Agreement is currently in effect and signed by 11 Counties. The signatory counties include: Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.
9. **Standardized Emergency Management System (SEMS):** Guidelines intended to assist those responsible for implementing emergency preparedness and response activities by explaining principles and operating concepts. SEMS describes functions at field response, local government, operational area, region, and state levels and the relationship among each.
10. **Providing County or City:** The government entity providing medical and health services, personnel resources, supplies and equipment.
11. **Requesting County or City:** The government entity requesting medical and health services, personnel resources, supplies and equipment.

NOW THEREFORE, it is agreed as follows:

1. This Agreement is made by and between the Counties and Cities with respect to services provided by each County's or City's Public Health, Health Services, Emergency Medical Services Agency, Behavioral/Mental Health, Environmental Health, Certified Unified Program Agency (CUPA) and other departments involved in the provision of medical and health disaster response services.
2. This Agreement shall become effective upon its execution by two or more Counties and shall remain in effect until terminated. Utilizing the RDMHC programs, this Agreement should be reviewed every five (5) years.
3. The MHOAC, the Local Health Officer, EMS Administrator or authorized designee from an affected County within OES Region I and VI may request emergency medical and health disaster services through the OES Region I and VI Disaster Medical Health Coordination System in accordance with the California Public Health and Medical Emergency Operations Manual (EOM), and the Standardized Emergency Management System (SEMS).

4. In responding to the request of an affected County or City (hereinafter referred to as “Requesting County” or “Requesting City”) or to OES Region I and VI as a whole, each Providing County and City (hereinafter referred to as “Providing County” or “Providing City”) shall provide emergency medical and health disaster assistance to the extent it is reasonably available and to meet the requested needs.
5. A Requesting County or Requesting City shall be financially responsible for the costs of emergency medical and health disaster personnel and associated costs for lodging, mileage and meals, equipment, and supplies received pursuant to that Requesting County’s or Requesting City’s request for such assistance, plus up to ten percent of that amount to cover indirect costs. Accurate records and documents related to assistance requests hereunder shall be maintained by both the Requesting and Providing County or City.
6. Tracking of resources, personnel, supplies and equipment during any deployments shall be the responsibility of the Requesting County or City.
7. Release or reassignment of assistance personnel, supplies and equipment among the Counties and Cities in OES Region I and VI, shall be coordinated by the Region I and VI RDMHC program, the Requesting and Providing County or City.
8. The Requesting County or City is the controlling authority for use of emergency medical and health disaster services within its jurisdiction. In those instances where the Providing County’s or City’s personnel arrive on scene before the Requesting County’s or City’s personnel, the Providing County’s or City’s personnel will take only such action as determined reasonably necessary to address the emergency situation.
9. Within one hundred eighty (180) days following its initial provision of services and/or supplies pursuant to this Agreement, or on such other time schedule as is agreed upon by the Requesting and Providing Counties or Cities, a Providing County or City shall present its billing and a precise accounting of its actual costs plus indirect costs, for the provision of services and/or supplies to the Requesting County or City. If the provision of services and/or supplies pursuant this Agreement lasts longer than 180 days, the Providing County or City shall present subsequent billings at least once every 90 days. The Requesting County or City shall pay each billing within one hundred eighty (180) days of its receipt.
10. In the event of disagreement or dispute as to the amount of the bill, the requesting and providing departments/agencies will review all documentation and settle on a mutually agreed upon solution.
11. In the event the requesting and providing departments/agencies are unable to resolve the disagreement or dispute within thirty calendar days, or sooner upon joint provision of notice to their respective County or City Executive or Administrative

Officers, the requesting and receiving County or City Executive/Administrative Officers will review all documentation and settle on a mutually agreed upon solution.

12. In the event the County or City Executive/Administrative Officers are unable to resolve the disagreement or dispute within thirty calendar days, either party may pursue any and all remedies available at law or in equity.
13. Any County or City that is a party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to all of the other participating Counties and Cities.
14. The Requesting County or City shall indemnify, defend at its own expense, and hold harmless the Providing County or City and its authorized agents, officers, volunteers and employees from any and all liability claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or loses arising from acts or omissions of Requesting County or City or its authorized agents, officers, volunteers and employees during the course of Providing County or City rendering services pursuant to the Requesting County's or City's request for assistance, and for any costs or expenses incurred by the Providing County or City on account of any claim thereof.

The Providing County or City shall indemnify, defend at its own expense, and hold harmless the Requesting County or City and its authorized agents, officers, volunteers and employees from any and all liability, claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses arising from acts or omissions of Providing County or City or its authorized agents, officers, volunteers and employees in the course of rendering services pursuant to the Requesting County's or City's request for assistance (excluding acts or omissions that are a direct result of a Requesting County's or City's direction), and for any costs or expenses incurred by the Requesting County or City's on account of any claim thereof.

15. Each County or City shall provide Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements with limits of not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.
16. Many of the emergency medical and health disaster personnel provided under this agreement are public employees. During disaster situations, under California Government Code Section 3100, public employees are designated as Disaster Service Workers. The Providing County's Workers' Compensation covers any work-related injuries suffered by emergency medical and health disaster personnel

resources when deployed. Emergency medical and health disaster personnel must immediately report any injury suffered while deployed to their assigned deployment supervisor, their MHOAC, and home agency.

17. Each County or City shall procure and maintain, during the entire term of this Agreement the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors. Each County or City may fulfill some or all of these requirements under a plan of self-insurance:

- A. General Liability. Comprehensive General Liability Insurance protection which covers all the work and services to be performed by the Counties under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$5,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Automobile/Aircraft/Watercraft Liability Insurance. Comprehensive Automobile/Aircraft/Watercraft Liability Insurance protection for bodily injury (including death) and property damage which provides total limits of not less than \$5,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in County's Pollution Liability policy.

18. Except as expressly stated, this Agreement expresses all understandings of the Counties and Cities concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Counties and Cities, their officers, agents or employees. This Agreement shall supersede the 1997 Inter-Region Cooperative Agreement for Emergency Medical and Health Disaster Assistance. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the signatory Counties and Cities.

19. This Agreement does not relieve any of the Counties and Cities from the necessity and obligation of using their own resources for furnishing emergency medical and health disaster services within any part of its jurisdiction.
20. A Providing County's or City's response to a request for assistance will be dependent upon the existing emergency conditions with its jurisdiction and the status of its resources.
21. This Agreement shall not be construed as, or deemed to be an agreement for, the benefit of any person or entity not a party hereto, and any person or entity who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
22. Where written notice is required under this agreement it shall be sent by Certified Mail to each Region I and VI MHOAC. Each party shall provide the RDMHC Program updated contact information when changes occur. The RDMHC Program will distribute a contact list to all parties of this agreement.
23. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
24. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the appropriate authority of each County has caused this Agreement to be executed on their behalf by their respective duly authorized officers, on the day, month and year noted.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF INYO

By: _____
Chairperson or authorized representative

Date: _____

Board of Supervisors

One for each regional signatory:

Orange County

Los Angeles County

Ventura County

Santa Barbara County

San Luis Obispo County

Imperial County

Inyo County

Mono County

Riverside County

San Bernardino County

San Diego County

Kern County

Monterey County

City of Long Beach

City of Pasadena



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 25, 2023

Reference ID:
2023-3604

Award of Contract for Trash Disposal and Recycling Services Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Preferred Septic and Disposal, Inc. of Bishop, CA, as a sole-source provider of Trash Disposal and Recycling Services for County facilities, in an amount not to exceed \$233,000 for the period of July 1, 2023 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

This agreement provides for collection of trash and recycling services from all Inyo County Facilities to the permitted landfills for proper disposal. Waste Connections Inc. is the parent company operating Bishop Waste Disposal and Preferred Septic and Disposal. Pursuant to the Franchise Agreement between the County and Bishop Waste Disposal and Preferred Septic, these haulers are the only haulers permitted to haul waste in this area. Preferred Septic has been operating the contract for the County facilities for several years.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011100
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
Fiscal Years 2023/2024 2024/2025 2025/2026			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The waste hauling services are required. The services provide the collection and hauling of municipal waste to the permitted landfills for proper disposal. Your Board could choose not to award the contract and direct Public Works to solicit a proposal for this service. This is not recommended, as there is a current Franchise Agreement in place with Waste Connections, Inc, which is the parent company of Preferred Septic and Bishop Waste, prices shown are the lowest allowed by Board Resolution, are competitive, and reflect the true cost of providing these services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Preferred Septic and Disposal Inc. Contract

APPROVALS:

Teresa Elliott	Created/Initiated - 3/15/2023
Darcy Ellis	Approved - 3/15/2023
Teresa Elliott	Approved - 3/20/2023
Breanne Nelums	Approved - 3/20/2023
John Pinckney	Approved - 3/21/2023
John Vallejo	Approved - 3/21/2023
Amy Shepherd	Approved - 3/30/2023
Michael Errante	Approved - 3/30/2023
Nate Greenberg	Final Approval - 4/20/2023

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal Inc
FOR THE PROVISION OF Trash Disposal and Recycling SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Trash Disposal and Recycling services of Preferred Septic and Disposal, Inc of Bishop, Ca hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2023 to June 30, 2026 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of Two Hundred Thirty-Two Thousand One Hundred Seventy Dollars and Seventy-seven cents (\$ 232,177.77) for performance of all of the services and completion of all of the work described in Attachment A.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed Two Hundred Thirty Three Dollars and zero cents (\$ 233,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of

this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

12. NONDISCRIMINATION.

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

13. ASSIGNMENT.

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

14. DEFAULT.

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

15. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty one (21) below.

16. CONFIDENTIALITY.

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant

thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

17. CONFLICTS.

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

18. POST AGREEMENT COVENANT.

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

19. SEVERABILITY.

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

20. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

21. AMENDMENT.

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

22. NOTICE.

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

County of Inyo
Public Works _____ Department
P. O. Drawer Q _____ Address
Independence, CA 93526 _____ City and State

Contractor:

Preferred Septic & Disposal _____ Name
1280 N Main St Suite I _____ Address
Bishop, CA 93514 _____ City and State

23. ENTIRE AGREEMENT.

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

#

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc
FOR THE PROVISION OF Trash Disposal and Recycling SERVICES

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

COUNTY OF INYO

By: _____

Type or Print Name

Dated: _____

CONTRACTOR

By: *Michelle Erwin*

Michelle Erwin
Type or Print Name

Dated: 3/14/23

APPROVED AS TO FORM AND LEGALITY:

Grace Church
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc
FOR THE PROVISION OF Trash Disposal and Recycling **SERVICES**

TERM:

FROM: July 1, 2023 **TO:** June 30, 2026

SCOPE OF WORK:

TO PROVIDE TRASH DISPOSAL AND RECYCLING SERVICES TO DESIGNATED COUNTY FACILITIES AS DEFINED IN ATTACHMENT A, SCOPE OF WORK.

SEE ATTACHED

ATTACHMENT A SCOPE OF WORK

Dumpster Location	Dumpster Size	Quantity	Frequency	Monthly Price
Bishop				
Bishop Library 210 Academy	96 gallon trash Cardboard 3 yd	1 1	1/week 1/ mo	<u>34.97</u> <u>41.04</u>
Bishop Airport 703 N. Airport Rd	2 yd trash	1 1	1/week	<u>109.65</u>
Airport Terminal 703 N. Airport Rd	3 yd trash Cardboard 3 yd	1	1/week 1 / mo	<u>164.05</u> <u>41.04</u>
Agriculture Storage Bldg 218 Wye Rd	96 gallon trash	1	1/week	<u>34.97</u>
Bishop Senior Center 506 Park Ave	3 yd trash Cardboard 3 yd	1 1	2/week 1/ mo	<u>284.34</u> <u>41.04</u>
Bishop County Building 1360 N. Main St	3 yd trash Cardboard 3 yd	1 1	2/week 1/ week	<u>284.34</u> <u>84.24</u>
Wellness Center 301 W Line St	3 yd trash	1	1/week	<u>164.05</u>
Search and Rescue Airport Rd	2 yd trash	1	1/week	<u>109.65</u>
Road District 1 & 2 3236 W Line St	3 yd trash Recycling 64 gal	1	1/week 2/mo	<u>164.05</u> <u>22.18</u>
Bishop Road Shop 701 S. Main St	3 yd trash Recycling 64 gal	1	1/ week 2/mo	<u>164.05</u> <u>22.18</u>
Progress House 536 N. Second St	3 yd trash Cardboard 3 yd	1 1	1/week 1/mo	<u>164.05</u> <u>41.04</u>

**ATTACHMENT A
SCOPE OF WORK**

Dumpster Location	Dumpster Size	Quantity	Frequency	Monthly Price
Big Pine				
Animal Shelter	3 yd trash	1	1/week	<u>164.05</u>
1001 County Rd	Cardboard 3 yd	1	1/mo	<u>41.04</u>
Big Pine Town Hall	3 yd locking trash	1	1/week	<u>164.05</u>
180 Dewey St				
Big Pine Road District 3	3 yd trash	1	1/week	<u>164.05</u>
160 Dewey St	Recycling 64 gal		21/mo	<u>22.18</u>
Independence				
Courthouse Complex	3 yd trash	2	1/week	<u>328.10</u>
Annex Building	Cardboard 3 yd	1	1/week	<u>84.24</u>
Indy Legion Hall	3 yd trash	1	1/week	<u>164.05</u>
201 South Edwards St	Recycling 64 gal	1	1/mo	<u>22.18</u>
Eastern Calif. Museum	96 gallon trash	2	1/week	<u>60.49</u>
155 N. Grant St	Recycling 64 gal	1	1/mo	<u>22.18</u>
Jail and Sheriff Admin	4 yd trash	3	2/week	<u>1083.18</u>
550 South Clay St	Cardboard 3 yd	1	1/week	<u>84.24</u>
Juvenile Detention Facility	2 yd trash	1	1/week	<u>109.65</u>
201 Mazourka Canyon Rd				
Building and Maint Shop	3 yd trash	2	1/week	<u>328.10</u>
136 S. Jackson St	Cardboard 3 yd	1	1/week	<u>84.24</u>
Water Department	3 yd trash	1	1/week	<u>164.05</u>
135 South Jackson St	Recycling 64 gal	1	1/mo	<u>22.18</u>

**ATTACHMENT A
SCOPE OF WORK**

Dumpster Location	Dumpster Size	Quantity	Frequency	Monthly Price
Independence				
Incy Administration 224 N. Edwards St	96 gallon trash Recycling 64 gal	2	1/week 1/mo	<u>60.49</u> <u>22.18</u>
Mazourka Road Shop 750 South Clay St	3 yd trash Recycling 64 gal	1	1/week 1/mo	<u>164.05</u> <u>22.18</u>

Dumpster Location	Dumpster Size	Quantity	Frequency	Monthly Price
Lone Pine				
Health and Human Services 310 N. Jackson St	2 yd trash Recycling 64 gal	1 1	1/week 1/mo	<u>109.65</u> <u>22.18</u>
Statham Hall 183 Jackson St	3 yd trash Recycling 64 gal	1 1	1/week 1/mo	<u>164.05</u> <u>22.18</u>
Lone Pine Road Shop 160 N. Lone Pine Ave	3 yd trash Recycling 64 gal	1	1/week 1/mo	<u>164.05</u> <u>22.18</u>
Lone Pine Sheriff Sub Strn 726 North Main St	3 yd trash Recycling 64 gal	1 1	1/week 1/mo	<u>164.05</u> <u>22.18</u>
Lone Pine Airport 1452 South Main St	3 yd trash Recycling 64 gal	1	1/week 1/mo	<u>164.05</u> <u>22.18</u>

TOTAL MONTHLY PRICE FOR TRASH SERVICES (ALL LOCATIONS) \$ 6,228.83

TOTAL ANNUAL PRICE FOR TRASH SERVICES (ALL LOCATIONS) \$ 74,745.96

Note: Inyo County reserves the right to revise the above noted trash containers sizes, quantities, and/or frequency as needed during the service agreement duration. Service provider will be compensated accordingly.

This contract will include an annual CPI adjustment to rates determined by the Garbage and Trash Collection Index as published by the Bureau of Labor Statistics at the end of each fiscal year using the annual average change for the previous year.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc
FOR THE PROVISION OF Trash Disposal and Recycling **SERVICES**

TERM:

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

SEE ATTACHED INSURANCE PROVISIONS

Exhibit XX: Insurance Requirements for Waste Hauler Agreements

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Contractor's performance under the Contract. The cost of such insurance shall be borne by the Contractor.

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

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Contract.

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 **\$2,000,000** per occurrence.

If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

County of Inyo, its Board, officials, agents, volunteers, and employees shall be additional insureds for liability arising out performance under Contract (Insurance Services Office endorsement CG 20 11 or equivalent). The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them. The policy shall be endorsed to include a waiver of the insurer's right to subrogate against County. The policy shall cover inter-insured suits between County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately. Required Evidence of Insurance (3): Copy of the additional insured endorsement or policy language granting additional insured status,

Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and Certificate of Insurance specifically referencing contractor term.

Automobile Liability

Automobile liability with limits no less than **\$5,000,000** combined single limit per accident. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Contract or any extensions of the term. Insurance shall apply to hired and non-owned autos. Required Evidence of Insurance (1): Certificate of Insurance

Workers' Compensation

Workers' Compensation Insurance as required by the State of California, with **Statutory** Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury per employee or disease per policy. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County. This provision may be waived if Contractor has no employees and provides a letter on Contractor letterhead certifying it has no employees. If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Contract or any extensions of the term. Required Evidence of Insurance (2): Subrogation waiver endorsement, and Certificate of Insurance.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following 12 provisions:

Additional Insured Status

"Inyo County, its officers, officials, employees, and volunteers" are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Address for endorsements and certification is: Inyo County, PO Box N, Independence, CA 93526.

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Claims-Made Policies

If General Liability coverage is written on a claims-made form: (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 years after completion of the Contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five years after completion of contract work; and (4) a copy of the claims reporting requirements must be submitted to Inyo County for review.

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.

Self-Insured Retentions

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

Verification of Coverage

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

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13. Inyo County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

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

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Contract, it shall be deemed a material breach of this Contract. County, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance and Contractor shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2023

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

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

PRODUCER Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road Suite 800 Atlanta GA 30328	CONTACT NAME: Certificate Unit	
	PHONE (A/C, No, Ext): 404-781-1700	FAX (A/C, No):
	E-MAIL ADDRESS: certificate@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
INSURED Preferred Septic & Disposal, Inc. 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

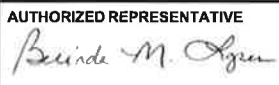
COVERAGES **CERTIFICATE NUMBER:** 1913629 **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HDO G72949882	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ISA H25570832	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Preferred Septic and Disposal Inyo County Facilities refuse and recycling services.

The State of California, its officers, agents, employees and servants, to the extent required by written contract, are additional insured with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER County of Inyo Public Works Attn: Teresa Elliott P.O. Box Q Independence CA 93526	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 
---	--



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 25, 2023

Reference ID:
2023-3713

Sole-Source Provider Declaration and Purchase Order Authorization Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Shannon Platt, Deputy Director - Roads

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) declare United Rentals of Ridgecrest, California a sole-source provider of equipment rentals; and B) authorize the issuance of a purchase order in an amount not to exceed \$55,222.63, payable to United Rentals of Ridgecrest, California for equipment rentals.

BACKGROUND / SUMMARY / JUSTIFICATION:

In preparing to deal with the upcoming extreme runoff event, the Road Department has discovered a need for additional equipment to bolster its fleet. This equipment will be staged at various locations within the county in order to respond quickly to issues as they arise. The equipment will be used for spring road openings and normal maintenance when available.

The runoff is expected to flush and scour multiple years' worth of debris, which typically impacts the many bridges and culverts maintained by the county. When this occurs, it is vital to have equipment readily available. With the current runoff impacting the entire state and equipment rentals in high demand, the need to get the request in for this sole source purchase order for equipment rental is of high importance and evident that this needs to happen as soon as possible. The Road Department currently has a loader from the Lone Pine area down in Bakersfield in a repair shop with an unknown return date. There is also a loader from the Independence area that was just sold in auction with a replacement on order and will most likely not be delivered until next fiscal year.

The closest rental provider, United Rental of Ridgecrest, California, provided the attached quotes for a total of \$55,032.94. However, their quotes do not have tax charges included on the pick-up charge. Tax does need to be added to that total as tax will be paid when the equipment is picked up. For this reason, we are asking for a purchase order in the amount of \$55,222.63 which includes tax on the pick-up charge.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes (included in third quarter)	Object Code	5281

Recurrence	One-Time Expenditure	
Current Fiscal Year Impact		
No current fiscal year impact. There was sufficient funding that was moved from another object code to cover this purchase order.		
Future Fiscal Year Impacts		
There should be no impact on future fiscal years. If this equipment is needed next fiscal year, we will be going back to the board to ask for another purchase order.		
Additional Information		

N/A

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the issuance of this purchase order. This is not recommended as the runoff is expected to flush and scour multiple years' worth of debris and we need equipment to be readily available.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Sole Source Emergency Equipment Rental Document1
2. United Rentals Quotes

APPROVALS:

Breanne Nelums	Created/Initiated - 4/20/2023
Darcy Ellis	Approved - 4/20/2023
Breanne Nelums	Approved - 4/20/2023
Shannon Platt	Approved - 4/20/2023
John Vallejo	Approved - 4/20/2023
Amy Shepherd	Approved - 4/20/2023
Michael Errante	Approved - 4/20/2023
Nate Greenberg	Final Approval - 4/20/2023

County of Inyo
ROAD DEPARTMENT
P.O. DRAWER Q
INDEPENDENCE, CALIFORNIA 93526
(760) 878-0201
(760) 878-2001 FAX



Michael Errante - Public Works Director
John Pinckney – Public Works Assistant Director
Shannon Platt – Public Works Deputy Director/Roads

To: Auditor
From: Shannon Platt
Date: April 18, 2023
Re: Sole Source/ Emergency justification, Equipment Rental

In preparing to deal with the upcoming extreme runoff event, the Road Department has found a need for additional equipment to bolster its fleet. The department would like to have equipment staged at various locations within the county to respond quickly to issues as they arise. The equipment will be used for spring road openings and normal maintenance when available. An audit of the current equipment shows one wheel loader from the Lone Pine area in for repairs at a Bakersfield repair shop with an unknown return date, a second from the Independence area was recently sold at auction and its replacement is on order and a third is needed to supplement an aging loader in the Bishop area. Also identified was the need for an excavator to reach under and over bridges and culverts that cannot be reached by currently available backhoes. The runoff is expected to flush and scour multiple years' worth of debris which typically impact the many bridges and culverts maintained by the county. When this occurs, it is vital to have equipment readily available.

With the current runoff impacting the entire state and equipment rentals in high demand the need to get requests in for equipment as quickly as possible has become evident.

The closest rental provider, United Rental in Ridgecrest provided the attached quotes for a total of \$55,222.63.



BRANCH 555
1241 W INYOKERN RD
RIDGECREST CA 93555-2356
760-446-7628

218490384

Job Site
BISHOP YARD
3236 W LINE ST
BISHOP CA 93514-2150

Office: 760-878-0202 Cell: 760-878-0077

Customer # : 477388
Quote Date : 04/17/23
Estimated Out : 05/15/23 09:00 AM
Estimated In : 07/10/23 09:00 AM
UR Job Loc : 3236 W LINE ST, BISH
UR Job # : 12
Customer Job ID:
P.O. # : TBD
Ordered By : SHANNON SPLATT
Written By : SARAH ALTER
Salesperson : SCOTT SEVAAETASI

INYO COUNTY ROAD DEPT
PO BOX Q
INDEPENDENCE CA 93526-0616

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:		Minimum	Day	Week	4 Week	Estimated Amt.
Qty	Equipment					
1	9051005 EXCAVATOR 19000# REDUCED TAIL SWING	512.00		1,546.00	3,698.00	7,396.00
1	905/5050 EXCAVATOR BUCKET 54"					N/C
Rental Subtotal:						7,396.00
SALES/MISCELLANEOUS ITEMS:		Price	Unit of Measure	Extended Amt.		
Qty	Item					
1	DELIVERY CHARGE	724.110	EACH	724.11		
1	PICKUP CHARGE	724.110	EACH	724.11		
Sales/Misc Subtotal:						1,448.22
Agreement Subtotal:						8,844.22
Rental Protection:						1,109.40
Tax:						629.31
Estimated Total:						10,582.93

COMMENTS/NOTES:

CONTACT: SHANNON SPLATT
CELL#: 760-878-0077

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 555
1241 W INYOKERN RD
RIDGECREST CA 93555-2356
760-446-7628

218490022

Job Site
BISHOP YARD
3236 W LINE ST
BISHOP CA 93514-2150

Office: 760-878-0202 Cell: 760-878-0077

Customer # : 477388
Quote Date : 04/17/23
Estimated Out : 04/24/23 09:00 AM
Estimated In : 06/19/23 09:00 AM
UR Job Loc : 3236 W LINE ST, BISH
UR Job # : 12
Customer Job ID:
P.O. # : TBD
Ordered By : SHANNON SPLATT
Written By : SARAH ALTER
Salesperson :

INYO COUNTY ROAD DEPT
PO BOX Q
INDEPENDENCE CA 93526-0616

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Estimated Amt.
Qty	Equipment						
1	9042030	LOADER WHEEL 3.0-3.4 CUBIC YARD		825.00	2,111.00	5,549.00	11,098.00
							Rental Subtotal: 11,098.00
SALES/MISCELLANEOUS ITEMS:			Price		Unit of Measure		Extended Amt.
Qty	Item						
1	DELIVERY CHARGE		724.110		EACH		724.11
1	PICKUP CHARGE		724.110		EACH		724.11
							Sales/Misc Subtotal: 1,448.22
							Agreement Subtotal: 12,546.22
							Rental Protection: 1,664.70
							Tax: 916.22
							Estimated Total: 15,127.14
COMMENTS/NOTES:							
CONTACT: SHANNON SPLATT CELL#: 760-878-0077							
TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687) WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION # IN ORDER TO CLOSE THIS CONTRACT							

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BRANCH 555
1241 W INYOKERN RD
RIDGECREST CA 93555-2356
760-446-7628

218479388

Job Site
LONE PINE YARD
160 LONE PINE AVE
LONE PINE CA 93545

Office: 760-878-0202 Cell: 760-878-0077

Customer # : 477388
Quote Date : 04/17/23
Estimated Out : 04/24/23 09:00 AM
Estimated In : 06/19/23 09:00 AM
UR Job Loc : 160 LONE PINE AVE, L
UR Job # : 11
Customer Job ID:
P.O. # : TBD
Ordered By : SHANNON SPLATT
Written By : SARAH ALTER
Salesperson :

INYO COUNTY ROAD DEPT
PO BOX Q
INDEPENDENCE CA 93526-0616

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:		Minimum	Day	Week	4 Week	Estimated Amt.
Qty	Equipment	Description				
1	9042030	LOADER WHEEL 3.0-3.4 CUBIC YARD	825.00	2,111.00	5,549.00	11,098.00
Rental Subtotal:						11,098.00
SALES/MISCELLANEOUS ITEMS:		Price	Unit of Measure	Extended Amt.		
Qty	Item					
1	DELIVERY CHARGE	468.520	EACH	468.52		
1	PICKUP CHARGE	468.520	EACH	468.52		
Sales/Misc Subtotal:						937.04
Agreement Subtotal:						12,035.04
Rental Protection:						1,664.70
Tax:						896.41
Estimated Total:						14,596.15

COMMENTS/NOTES:

CONTACT: SHANNON SPLATT
CELL#: 760-878-0077

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

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BRANCH 555
1241 W INYOKERN RD
RIDGECREST CA 93555-2356
760-446-7628

218478766

Job Site
LAYDOWN YARD
750 S CLAY ST
INDEPENDENCE CA 93526
Office: 760-878-0202 **Cell:** 760-878-0077

Customer # : 477388
Quote Date : 04/17/23
Estimated Out : 04/24/23 09:00 AM
Estimated In : 06/19/23 09:00 AM
UR Job Loc : 750 S CLAY ST, INDEP
UR Job # : 10
Customer Job ID:
P.O. # : TBD
Ordered By : SHANNON SPLATT
Written By : SARAH ALTER
Salesperson :

INYO COUNTY ROAD DEPT
PO BOX Q
INDEPENDENCE CA 93526-0616

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9042030	LOADER WHEEL 3.0-3.4 CUBIC YARD		825.00	2,111.00	5,549.00	11,098.00
Rental Subtotal:							11,098.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	DELIVERY CHARGE		531.370		EACH		531.37
1	PICKUP CHARGE		531.370		EACH		531.37
Sales/Misc Subtotal:							1,062.74
Agreement Subtotal:							12,160.74
Rental Protection:							1,664.70
Tax:							901.28
Estimated Total:							14,726.72

COMMENTS/NOTES:

CONTACT: SHANNON SPLATT
CELL#: 760-878-0077

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

12

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 25, 2023

Reference ID:
2023-3675

2023-2024 LADWP Annual Operations Plan Water Department ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Deputy Water Director

ITEM PRESENTED BY

Holly Alpert, Deputy Water Director

RECOMMENDED ACTION:

Review and possibly provide direction concerning the County's comments on LADWP's draft 2023-2024 Annual Operations Plan.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

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

As of the time of the preparation of this agenda request, we have not received the proposed Annual Operations Plan from LADWP. The Water Department will distribute the proposed Annual Operations Plan to the Board, Water Commission, and interested public, and will post it on the Water Department website when we receive it. During the meeting, we will present an overview of the Annual Operations Plan as well as the Water Department analysis of the proposed pumping numbers.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

LADWP

ATTACHMENTS:

APPROVALS:

Holly Alpert	Created/Initiated - 3/28/2023
Aaron Steinwand	Approved - 3/28/2023
Darcy Ellis	Approved - 3/28/2023
Holly Alpert	Approved - 4/11/2023
Keri Oney	Approved - 4/12/2023
John Vallejo	Approved - 4/13/2023
Amy Shepherd	Approved - 4/13/2023
Nate Greenberg	Approved - 4/20/2023
Holly Alpert	Final Approval - 4/20/2023



INYO COUNTY BOARD OF SUPERVISORS

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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 25, 2023

Reference ID:
2023-3679

Workshop with Inyo County Water Commission Water Department ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Deputy Water Director

ITEM PRESENTED BY

Holly Alpert, Deputy Water Director

RECOMMENDED ACTION:

Conduct a workshop with the Inyo County Water Commission to discuss Owens Valley conditions and the LADWP 2023-24 Annual Operations Plan.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Water Commission was created to assist in the implementation of the County Policy on Extraction and Use of Water, the Long-Term Water Agreement, the FEIR, the MOU, and Ordinance No. 1004 (Resolution 99-43). One responsibility of the Water Commission included in Resolution 99-43 is that at least every six months, the commission shall submit written recommendations, advice, and reports to the Board, and/or present such recommendations, advice, and reports to the Board at a workshop. As in previous years, the Water Commission has requested a workshop with the Board of Supervisors to discuss water issues and in particular, the conditions in the Owens Valley and the draft 2023-2024 proposed Annual Operations Plan from the City of Los Angeles Department and Water and Power.

The workshop will be preceded by a Water Department staff presentation describing vegetation and water table conditions and LADWP's proposed operations plan. The Operations Plan and Water Department analysis of the plan were not available at the time this agenda request was prepared but will be provided to the Board when available. The Water Commission will hold a meeting the evening before the Board of Supervisors workshop and may approve recommendations to the Board to be discussed during the workshop.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	N/A
Budgeted?	N/A	Object Code	N/A
Recurrence	N/A		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
N/A			

Additional Information

N/A

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

LADWP

ATTACHMENTS:**APPROVALS:**

Holly Alpert	Created/Initiated - 3/28/2023
Aaron Steinwand	Approved - 3/28/2023
Darcy Ellis	Approved - 3/28/2023
Holly Alpert	Approved - 4/11/2023
Keri Oney	Approved - 4/12/2023
John Vallejo	Approved - 4/13/2023
Amy Shepherd	Approved - 4/13/2023
Nate Greenberg	Approved - 4/20/2023
Holly Alpert	Final Approval - 4/20/2023



INYO COUNTY BOARD OF SUPERVISORS

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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 25, 2023

Reference ID:
2023-3714

Spring Runoff Planning and Response Efforts County Administrator NO ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,
Shannon Platt, Deputy Director - Roads, Nathaniel
Derr, Lieutenant

RECOMMENDED ACTION:

This is an informational item, however, the Board may provide direction to staff as necessary and appropriate.

BACKGROUND / SUMMARY / JUSTIFICATION:

With record-breaking snowfall and water throughout the southern portion of the Sierra Nevada, it is anticipated that there will be significant spring runoff impacts this year. This item is intended to provide a forum for staff to present on the planning and preparation work being carried out, as well as any response efforts which have arisen.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
None at this time.			
Future Fiscal Year Impacts			
None at this time.			
Additional Information			

While there will be some expenses associated with preparation & response efforts, those costs are being associated with other actions and are not able to be summarized at this time.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The lack of planning and response efforts by the County and allied agencies could lead to significant impacts from spring runoff.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

City of Bishop; Volunteer Fire Departments; Los Angeles Department of Water & Power; CalTrans; Inyo National Forest; Bureau of Land Management; National Park Service.

ATTACHMENTS:

APPROVALS:

Darcy Ellis	Created/Initiated - 4/20/2023
Darcy Ellis	Approved - 4/20/2023
Nate Greenberg	Final Approval - 4/20/2023



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 25, 2023

Reference ID:
2022-3360

Approval of Professional Services Contract and Job Description for Chief Information Officer

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

A) Approve the contract between the County of Inyo and Noam Shendar for the provision of professional services as the Chief Information Officer at Range 160, Step E, \$13,503 per month, effective April 27, 2023, and authorize the County Administrator to sign; and B) Approve the job description for Chief Information Officer.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Information Services Director, who historically oversaw the Information Services Department, became vacant as a result of the prior employee transitioning to another position within the County. With the resulting vacancy, Administration looked at the job title and job description and decided to update them to meet the needs of the department and be consistent with professional standards. The change of the title from Information Services Director to Chief Information Officer was approved during the FY 22/23 mid-year process; however, the job description was not included in that approval. After an extensive recruitment and interview process, Noam Shendar emerged as the top candidate.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011801
Budgeted?	Yes	Object Code	Salaries & Benefits
Recurrence	Ongoing Expenditures		
Current Fiscal Year Impact			
This position is budgeted and funding is available.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If the contract and job description are not approved, the Department would continue to recruit to fill the vacancy.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Chief Information Officer Executed Contract
2. Chief Information Officer Job Description

APPROVALS:

Keri Oney	Created/Initiated - 4/17/2023
Darcy Ellis	Approved - 4/17/2023
John Vallejo	Approved - 4/18/2023
Amy Shepherd	Approved - 4/18/2023
Nate Greenberg	Final Approval - 4/20/2023

**AGREEMENT BETWEEN COUNTY OF INYO
AND NOAM SHENDAR
FOR THE PROVISION OF PERSONAL SERVICES
AS CHIEF INFORMATION OFFICER
INTRODUCTION**

WHEREAS, NOAM SHENDAR (hereinafter referred to as "Chief Information Officer") has been or will be duly appointed as Chief Information Officer for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Chief Information Officer shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Chief Information Officer will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from April 27, 2023 until terminated as provided below.

4. CONSIDERATION.

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

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

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

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Chief Information Officer to provide the services and work described in Attachment A must be procured by Chief Information Officer and be valid at the time Chief Information Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Chief Information Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Chief Information Officer will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Chief Information Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

8. COUNTY PROPERTY.

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

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

termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Chief Information Officer will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Chief Information Officer's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Chief Information Officer ninety (90) days written notice of such intent to terminate. Chief Information Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Chief Information Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

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

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

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

County of Inyo

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

Chief Information Officer

<u>Noam Shendar</u>	Name
<u>1400 Rudolph Rd.</u>	Mailing Address
<u>Bishop, CA</u>	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 NOAM SHENDAR
FOR THE PROVISION OF PERSONAL SERVICES
AS CHIEF INFORMATION OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
24th DAY of March, 2023.

COUNTY OF INYO

CHIEF INFORMATION OFFICER

By: _____

By: Noam Shendar
Print or Type Name

Dated: _____


Signature

Dated: 24 March 2023

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND NOAM SHENDAR
FOR THE PROVISION OF PERSONAL SERVICES
AS CHIEF INFORMATION OFFICER**

TERM:

FROM: April 27, 2023 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Chief Information Officer shall perform the duties and responsibilities as identified in the job description for Chief Information Officer incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND NOAM SHENDAR
FOR THE PROVISION OF PERSONAL SERVICES
AS CHIEF INFORMATION OFFICER**

TERM:

FROM: April 27, 2023 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Chief Information Officer shall be compensated at Range 160, Step E and be paid \$13,503 per month and shall be paid every two weeks on County paydays.
2. The County Administrative Officer will review Chief Information Officer performance annually.
3. Except as otherwise provided in this contract, Chief Information Officer shall be compensated and receive benefits according to Inyo County Resolution Number 2022-12 or a successor resolution applicable to Management Employees.
4. Chief Information Officer is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Chief Information Officer's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND NOAM SHENDAR
FOR THE PROVISION OF PERSONAL SERVICES
AS CHIEF INFORMATION OFFICER**

TERM:

FROM: April 27, 2023 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

\\\\\\ NOTHING FOLLOWS

CHIEF INFORMATION OFFICER (CIO)

DEFINITION:

Under direction from the County Administrative Officer, this position plans, organizes, and directs the Information Services Department in order to deliver high quality services to the staff and constituents of Inyo County. The CIO is expected to provide vision and strategic direction that ensures the County's ability to successfully integrate people and technology in order to improve business processes, create efficiencies, ensure transparency, and thoughtfully implement systems which support good governance.

This is a Department Head classification and part of the executive leadership team with overall responsibility for the County's information systems, equipment, and communications throughout the organization.

ESSENTIAL JOB DUTIES:

- Plans, organizes, evaluates, budgets, and prioritizes recommendations regarding the acquisition, installation, and maintenance of all County technology and information systems.
- Facilitates the planning and execution necessary to implement systems and technologies which support County strategic initiatives.
- Prepares the annual Information Services Department budget.
- Recruits, retains, develops, and oversees the day-to-day management of staff who support the efforts necessary to achieve County and department objectives.
- Oversees security initiatives and implements effective approaches which keep agency assets, data, and staff safe.
- Drives customer-facing technology solutions which better connect people to County services.
- Ensures compliance with regulatory requirements.
- Develops and interprets internal policies, tracks and implements applicable legislation.
- Delivers effective presentations to staff, stakeholders, and the Board of Supervisors.
- Monitors new technology and evaluates its use in support of the County.
- Conducts effective business analysis in order to successfully procure, implement, and utilize technology throughout the organization.

- Negotiates and administers contracts for the procurement and support of information technology throughout the County.
- Pursues and maintains partnerships with public and private entities which benefit the area through collaborative service delivery efforts and cost sharing.
- Act as a liaison between Department Heads, County Administration and the Board of Supervisors in improving digital literacy and transformative approaches to government.

EMPLOYMENT STANDARDS:

Knowledge of:

- Principles and methods of information systems, including hardware, operating systems, applications and software, networking, and telecommunications.
- Data management, structure, organization, analysis, and presentation.
- Administrative principles and practices including goal setting, program and budget development, personnel management, performance management, and project management.
- Federal, State, and local regulations affecting information systems and data security.
- Goals and objectives of government services.

Ability to:

- Plan, organize, and direct the activities of others.
- Select, train, motivate, and leverage staff effectively.
- Develop and implement objectives, policies, procedures, and work standards.
- Analyze complex problems, evaluate alternatives, and make sound recommendations.
- Interpret and understand complex data, reports, assessments, legislation, and standards.
- Effectively present complex topics to lay audiences in both oral and written form.
- Assertively direct and supervise staff; including but not limited to responsiveness to staff needs and personnel issues, and consistent and fair evaluation.

- Plan, schedule, and assign workloads to staff; and hold staff accountable for completion.
- Develop and maintain strong relationships with staff at all levels in the organization, as well as external partners and stakeholders.
- Represent and ensure the County's best interests at various meetings and engagements.

Education & Experience:

Bachelor's degree from an accredited college or university with major coursework in computer science, public or business administration, or closely related field.

Five years of administrative, management or supervisory experience in a full-service information technology environment with responsibility for development, management, and utilization of all types of information technology resources.

Special Requirements:

Must possess or obtain by appointment date a valid operator's license issued by the State Department of Motor Vehicles.

Must be capable of passing a California Department of Justice "Criminal Justice System Employee" background check prior to assuming duties.



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 25, 2023

Reference ID:
2023-3711

Aumentum Technologies Professional Services Consulting Agreement County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Approve an addendum to the current Master Agreement between Inyo County and Aumentum Technologies, in the form of a Letter of Authorization dated Feb. 1, 2023, and authorize the County Administrative Officer or their designee to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County originally signed a Master Agreement for use of our current property tax management system (PTMS) in 2012. After a rocky start and several delays, the system fully went live at the end of 2019. Because this is a complex system that is almost infinitely configurable, Inyo County staff continues to utilize training and professional consulting services from Aumentum in order to correctly configure and utilize the system to maximize efficiency.

This contract will provide the offices of the Assessor, Treasurer/Tax Collector, and Auditor/Controller with access to Aumentum Professional services and consultation in support of needs as they arise.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011804
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
Up to \$80,000 which will be billed at \$225/hr. which will be billed based on the actual time worked.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this addendum to the Aumentum Technologies Master Agreement. This would not be advised, as this agreement will allow the County Departments who use Aumentum access to the professional consulting services they need for successful use of the system.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Assessor, Inyo County Auditor, Inyo County Treasurer/Tax Collector, Inyo County Information Services

ATTACHMENTS:

1. Master Agreement Addendum

APPROVALS:

Darcy Ellis

Nate Greenberg

Created/Initiated - 4/20/2023

Final Approval - 4/20/2023



LETTER OF AUTHORIZATION

February 1, 2023

Scott Armstrong
Information Services Director
Inyo County
PO BOX 477
Independence, CA 93526

Dear Meaghan:

This Letter of Authorization ("LOA") will confirm Inyo County's request for professional services consulting and travel at the price(s) indicated. This will be an addendum to the current Master Agreement CA2012.004-LOA204 between Inyo County (the "County") and Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech"). All the terms and conditions of that agreement will pertain.

PROFESSIONAL SERVICES

Quantity	Description	Hourly Fees
Not to Exceed \$80,000.00	Professional Services Consulting – Billed as Used	\$225.00
Not to Exceed \$40,000.00	Travel Time and Expenses for onsite support Billed as Incurred	Actual costs

Professional services will be billed as used monthly at the rate shown, plus any travel, travel fees, meals, and other related expenses. Professional services fees plus any travel related expenses are due and payable after Aumentum Tech performs such services in accordance with Aumentum Tech invoice(s) that shall be sent to the County. All invoices are due upon receipt.

Approval of this LOA will allow Aumentum Tech to perform the services herein.

ACCEPTANCE

Inyo County	Aumentum Technologies
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:



Description of Agreement

Inyo County is requesting Professional Services Consulting support to help elevate staff's Aumentum proficiency and converted records processing through the performance of key Business Processes and other consulting support.

The County and Aumentum Tech agree to the following:

- Aumentum Tech will provide billable consulting services to the County in support of Key Business Processes and other consulting support.
- Work will be performed as hourly consulting at a rate of \$225 per hour.
- Work can include (but not limited to) refresher training, tools support, process support, process re-engineering, production data entry, configuration assistance, system optimization or other health checks.
 - As the users become more comfortable with Aumentum, the County can consider booking a specific period of time to have a consultant help refine business processes, show best practices, or provide other general support.
- All consulting services are billed as used and the scheduling is dependent on staff availability.
 - This LOA is assumed not to exceed \$80,000 in services and \$40,000 in travel – any estimates provided are for budgetary purposes only and final pricing is depending on actual hours or travel expenses used.
 - Once the maximum in this LOA has been used or expired, a new LOA will be needed for any additional hours requested, and should the County decide, may occur into future years as an ongoing service.
 - Travel expenses and travel time for any onsite support will be invoiced separately.
- The County will request consulting assistance prior to the work starting.
 - The County will open a Teams Support ticket with the request of consulting support and/or travel. Aumentum Tech will triage and assign the ticket and work will begin.
 - Aumentum Tech will track all requests, office, activity and status.
 - An updated report will be provided monthly or as otherwise requested.
 - Hours are assumed consulting and travel only. No planned deliverables unless otherwise agreed in the individual engagement.
- Aumentum Tech will submit a monthly Deliverable Acceptance Statement (DAS) that documents work authorized during the previous month.
 - DAS will have a 5-day approval period. After the 5-day approval period, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies with detailed rationale for rejecting this milestone.
 - Rejection of a milestone will result in immediate escalation and halt any remaining consulting for further review.
- This LOA will expire 12 months after the last signature date by either party, or any unused, unauthorized hours in this agreement will not be billed. The County may extend the expiration by 6 months upon agreement of both parties or request future LOAs to continue professional services beyond the 12 month period.



Assumptions

- Scheduling is dependent on staff availability. Consulting is provided from 8:00am to 3:00pm PT. Consulting services needed for after-hours, weekends and holidays will be billed at 2x the hourly rate unless otherwise agreed in advance.
- Aumentum Tech will provide coordinators for request authorization, scheduling, tracking, status updates and DAS submission. Coordination time will be added to each monthly DAS, not to exceed 1.5 hours per month.
- County is responsible for providing access to the designated County environment for the work to be performed.
- County is responsible for maintaining the deployment of releases, hotfixes or data fix patches, unless otherwise requested in an assistance request.
- Onsite support must be requested at least 3 weeks in advance, and the County will be responsible for all travel expenses, including a minimum of 10 hours of travel time (billed at \$75 per hour) per round trip and consulting hours for onsite and remote staff. Aumentum Tech staff travel will be dependent on staff availability.
- The County understands that the traveling Aumentum Tech employee may discontinue participation of any portion of this on-site County activity including travel to/from, customer visits at the County office or other locations, social events, or any other aspect of the trip if the traveler feels that unsafe practices may be conducted in his/her presence or if it is believed by the traveler that his/her health may be at risk.
- DAS statements will report consulting hours only. Invoices for travel time and expenses will be submitted separately as travel occurs.



DELIVERABLE ACCEPTANCE STATEMENT (DAS)

PROFESSIONAL SERVICES CONSULTING – MONTH/YEAR (BILLABLE MILESTONE)

Purpose

The purpose of this form is for the County to provide agreement for the authorized monthly Professional Services consulting work. Travel time and expenses invoiced separately.

Acceptance Criteria

- Aumentum Tech has performed the below billable work at the authorization of the client.
 - Total consulting hours completed this period: _____
 - Total remaining hours or funds per contract: _____

Date requested	Ticket #	Office	Completed Hours for Billing	Brief description of service

This DAS was submitted on: _____

The County response period is five (5) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies with detailed rationale for rejecting this milestone. Written rejection will result in immediate escalation and halt any remaining services for further review.

We, the undersigned, agree that the authorized work has been performed and that under the conditions of this Letter of Authorization and any existing agreements(s) between the County and Aumentum Technologies the County will be billed for _____ hours at a rate of **\$225** per hour for a total of \$_____ upon signing this acceptance form.

Inyo County, CA:

Aumentum Technologies:

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

For Aumentum Technologies Internal Office Use Only:
Prof Svcs Project Implementation: 5010-10-0-04



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 25, 2023

Reference ID:
2023-3554

Health and Human Services' Public Health and Prevention Division Overview

Health & Human Services - Health/Prevention

NO ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Stephanie Tanksley, Administrative Analyst, Marilyn Mann, HHS Director, Anna Scott, HHS Deputy Director - Public Health, Marissa Whitney, Public Health Nurse Supervisor, Katelyne Lent, First 5 Program Manager, Sarah Downard, Prevention Program Manager

RECOMMENDED ACTION:

Receive a presentation from Health and Human Services' Public Health and Prevention Division

BACKGROUND / SUMMARY / JUSTIFICATION:

Health and Human Services' Public Health and Prevention division houses Public Health services such as clinic-based services, case management programs like California Children's Services, jail health and case management services, and Prevention programs such as WIC (Women Infants Children), First 5, Youth Programs, and the tobacco education program. This workshop will provide your Board with an overview of the division including key accomplishments in 2022, as well as future projects/initiatives.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	Yes / No	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. HHS Public Health & Prevention Presentation

APPROVALS:

Marilyn Mann	Created/Initiated - 3/1/2023
Darcy Ellis	Approved - 3/2/2023
Marilyn Mann	Approved - 3/15/2023
Nate Greenberg	Final Approval - 4/20/2023



HEALTH AND HUMAN SERVICES

STRENGTHENING RESILIENCE AND WELL-BEING
IN OUR COMMUNITY

Public Health and Prevention

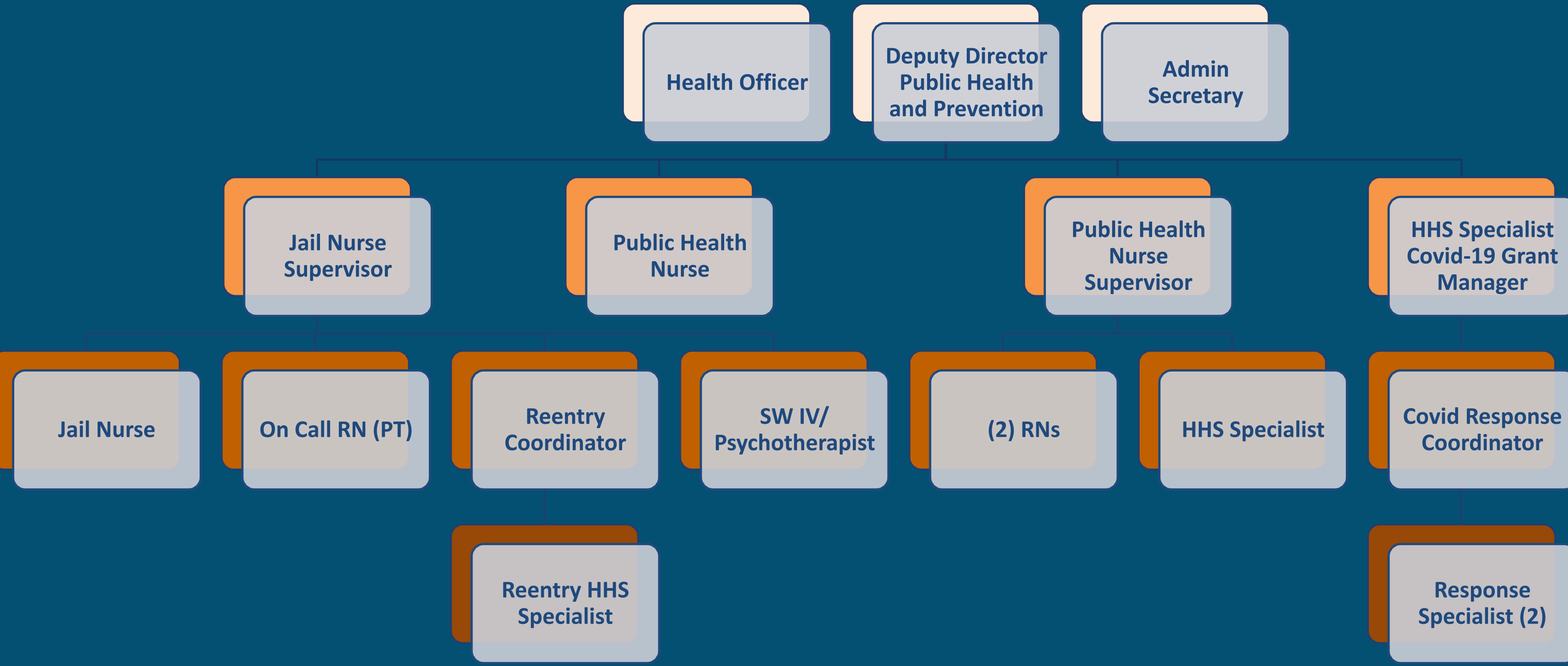


MISSION

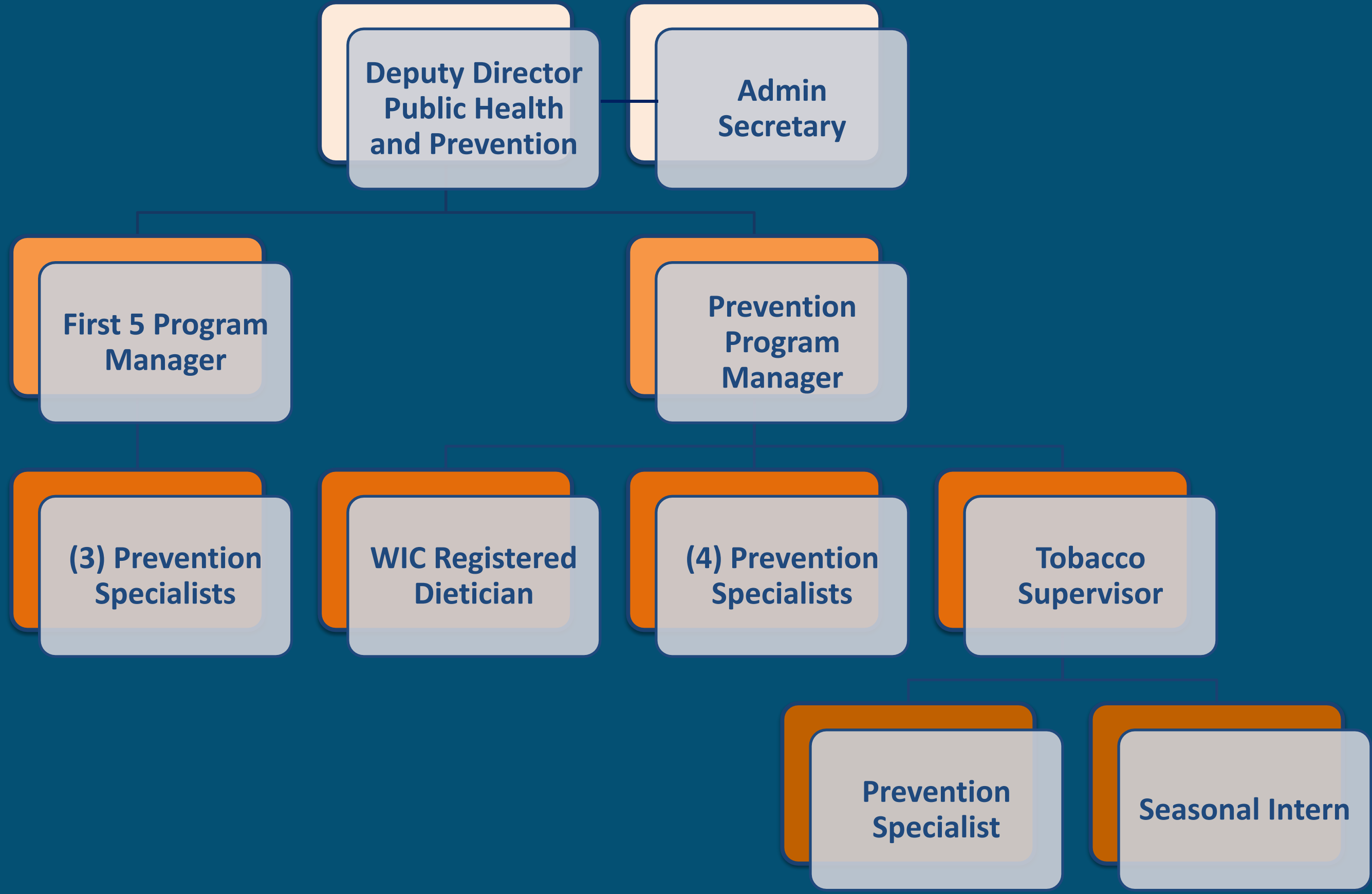
**We are Leaders of Change,
Empowering Healthy Communities**

The Public Health and Prevention Division works to promote and encourage healthy behaviors, prevent epidemics and the spread of disease, improve early child development, prevent injuries, respond to disasters that impact the medical and health delivery system and assist communities in recovery, and assure the quality and accessibility of health services throughout the county.

OUR TEAM



OUR TEAM



PROGRAMS- Public Health



CLINIC

- Child and Adult Immunizations
- Flu Vaccine
- Communicable Disease Management
- Referrals To Appropriate Providers
- STD Testing and Family Planning Services
- Tb Testing
- Narcan Training and Distribution



CASE MANAGEMENT

- California Children's Services
- Foster Care Nurse Program
- Child Health and Disability Prevention
- Perinatal Outreach
- Infection Prevention



JAIL HEALTH

- Inmate Health Screening
- Inmate Medication
- 24/7 On- Call Response
- MAT Treatment
- Behavioral Health Appt Coordination
- Re-entry Coordination And Case Management



MCAH

- Perinatal Service Coordinator
- Maternal Mental Health
- Sexual and Reproductive Health
- SIDs Coordinator
- Obesity Reduction
- ACEs and ASQs



JAIL CASE MANAGEMENT

- Re-entry Coordination
- Referral to services
- Medi-Cal eligibility (pre-release)

PROGRAMS- Prevention



WIC

- Eligibility Based
- Nutrition Education
- Supplemental Food
- Breastfeeding Support
- Referrals to Health Care



FIRST 5

- Commission - guided
- Nutrition Education
- Early Literacy/ Language Development
- Diaper Depot
- Parenting Classes
- Parenting Kits
- Perinatal Taskforce
- Referral to Services



MCAH

- Rethink Your Drink
- Oral Health
- My Plate
- Team Inyo
- Home Visiting



CAPC

- Child Abuse Prevention Council
- Education and Training
- Increasing awareness and support of protective factors



YOUTH PROGRAMS

- Prop 64- Cannabis Education with Probation
 - Outdoor Program
 - Youth Leadership
- Substance Abuse Block Grant- Primary Prevention
 - Mentor Program
 - Lunch Pal Program



TOBACCO EDUCATION

- Cessation Classes
- Community Surveys
- Youth Coalitions
- Adult Coalitions
- Media Campaigns

Public Health & Prevention

Budgets and Funding Streams

FUNDING STREAMS

045100 -Public Health

Main Public Health budget consisting of multiple funding streams:

- 91 Realignment
- Medi-Cal billing
- IZZ – Immunization
- ADAP- AIDS Drug Assistance Program
- Surveillance- HIV
- Infectious Disease
- PHEP/HPP/Panflu- Disaster Planning and Response
- Prop 64- Adult Cannabis tax-prevention efforts
- MAA- Medical Administrative Activities
- MCIP- Medi-Cal Inmate Program

045102-CHDP

Child Health and Disability Prevention Program budget consisting of Lead Poisoning Prevention, Foster Care Nurse, and Admin

045500 & 045501-CCS

California Children's Services budget consisting of Treatment and Admin

055800- Social Services CAPIT

State Child Abuse Prevention, Intervention and Training

641622-MCAH

Maternal and Child Health budget consisting of Home Visiting, Perinatal Outreach, SID Outreach, Care Coordination, Education, Oral Health- federal funding

640322-WIC

Women, Infant, and Children budget is funded through Federal funding

640322-Tobacco

Tobacco budget is funded through Prop 99 and Prop 56 State funding

643000-First 5

State funded through Prop 10, Home Visiting, IMPACT and SPCFA

045315- SABG

Substance Abuse Block Grant budget is federal funding through Behavioral Health for primary prevention activities

GRANT FUNDING

CERI

California Equitable Recovery Initiative- focus on building infrastructure, capacity, training, and reducing disparities in health.

CMSP LICN

Grant funded through CMSP to provide Local Indigent Care Needs- Mobile Unit provided for SIHD and Toiyabe for rural- isolated populations

CHVP- expansion

California Home Visiting Program expansion- increase parent knowledge of early childhood development and improve parenting practices; provide early detection of developmental delays and health issues; prevent child abuse and neglect; and increase children's school readiness and success.

ELC2 & ELC Expansion

Epidemiology and Laboratory Capacity (ELC)- epidemiology contract and covid-response team

OPIOID SETTLEMENT

One-time funding used for opioid remediation activities, including interventions to prevent drug addiction in vulnerable youth.

MAT

Grant for Medication Assisted Treatment in Jail- assigned to our Re-entry and Jail team

PATH

Funding to support the implementation of statewide justice-involved initiatives, such as pre-release Medi-Cal enrollment and suspension processes, and the delivery of Medi-Cal services in the 90 days prior to release- spans multiple divisions.

Future of Public Health- FoPH

State (CDPH) funding supports the ability of public health jurisdictions for preventing diseases, improving living conditions, extending life expectancy, and efforts to address critical social, economic, and environmental issues that contribute to health.

WFD

Work Force Development- Covid funding used for state contract for covid testing sites

ARPA & CRRSA

Supplemental funding through our bock grants for primary prevention activities and to identify and address needs and gaps.

2022

Year in Review

2022 continued to show importance of a strong public health infrastructure—
made abundantly clear during the pandemic.

In the past year we continued to build on lessons from the pandemic, including
the vital importance of workforce development, strong communication, and
collaboration with partners.

ONGOING PRIORITIES

- Protecting against communicable diseases;
- Preparing for public health emergencies;
- Preventing chronic disease and injury;
- Providing targeted maternal, child, adolescent, and family health services;
- Promote programs, policies and strategies addressing risk and protective factors that predict — or protect against — substance abuse
- Utilizing data to inform public health interventions; and
- Communicating the value of public health

OUR IMPACT



California Children Services

Case management for 121 children with chronic illnesses- including connecting a child to a much-needed heart surgery



Hosted 2 successful Medical Therapy Clinics at NIH – evaluating our children with disabilities for equipment, speech therapy, occupational therapy, medication, imaging, surgery, and referrals



Public Health Clinic

Served 496 patients in the COB Public Health Clinic



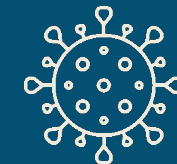
Vaccine Response

Hosted 36 clinics at the COB & 17 off-site clinics
From October-January
Provided 395 flu vaccines



Communicable Disease

Received 642 communicable disease reports in 2022 provided case management and follow-up to the cases and providers as needed



Covid-19

69.7% Fully Vaccinated
12,666 people
Expanded Epidemiology

OUR IMPACT



First 5- Holiday Toy Drive

Expanded to Lone Pine
Received 425 amount of donations
Supported 400 children



Youth Tobacco

Big Pine Youth successfully
created and recorded an
anti-smoking ad
Expanded Youth Co. to Big
Pine and Owens Valley



Dolly Parton Imagination Library

351 children
signed up to receive one
book a month until their
5th birthday



Prevention

Offered 12 outings
Made 4 mentor matches
Hosted a leadership camp



Kid Zone

Hosted a kid zone at
the fair with
multiple events and
over 300 participants!



Oral Health

Timmy the Tooth
outreached to 6 schools
and approx. 400 children
Distributed over 500
toothbrush kits

STRENGTHS

Our Team!

We have a wonderful team who are dedicated to our mission and our community. Everyone has been very flexible in the face of change and have stepped up and helped each other out whenever possible

We are looking forward to moving from into full recovery and continuing to help our community be healthier.



Strengths

Community Partnerships

Improved communication and coordination among agencies in Inyo County in order to promote exchange of information and collaborative responses on prevention efforts as well as public health concerns of mutual interest

Opportunity for Growth

New funding streams- PATH, Opioid Settlement, Career Ladder, CHVP expansion, Future of Public Health, etc., will provide opportunities to grow our programs and support our staff



WEAKNESSES/THREATS

Governor's Budget

The budget suggested several cuts to public health, but Public Health is advocating to continue the much-needed funding to ensure that public health is prepared to face future challenges

Recruitment and Retention Challenges

Multiple vacancies and trouble recruiting qualified employees. Adapting to generational expectations of workforce, i.e. flexible schedules and remote work.

Vacancies in Correctional Nurse, Registered Dietician, Psychotherapist, Prevention Specialist (2), HHS Specialist (2)





LOOKING FORWARD

**2023-2024
AND BEYOND**

NEW PRIORITIES



Community Health Assessment (CHA)- identifying and prioritizing the significant health needs of our community to provide focus and direction for Public Health planning, strategy, and interventions



Strategic Plan- a disciplined process aimed at prioritizing division-wide goals and actions to shape our vision for the who our organization is, what we do, and why we do it. The plan will focus on a range of agency level organizational goals, strategies and objectives, including new initiatives



Accreditation- Seeking initial accreditation with the Public Health Accreditation Board (PHAB), a 5-year cycle to signify that our health department is meeting national standards for ensuring essential public health services are provided in the community



Equity- Work to transform systems, structures, and policies to reduce health disparities, strengthen community engagement practices, and enhance departmental capacity and practice to advance health equity



Workforce Development & Engagement-Recruit well-qualified candidates who reflect the diversity of our community, and develop procedures for growth, advancement, and succession planning.

Accreditation and Future of Public Health

Accreditation provides a framework for health departments to identify performance improvement opportunities, demonstrate credibility, develop leadership, and improve relationships with the community

Future of Public Health (FoPH) Funding can be leveraged to achieve accreditation.

California has adopted a modified foundational public health framework addressing six (6) key service areas:

- Workforce Development, Recruitment, and Training
- Emergency Preparedness and Response
- IT, Data Science, and Informatics
- Communications, Public Education, Engagement, and Behavior Change
- Community Partnerships
- Community Health Improvement



THANK YOU

**We welcome your feedback and appreciate
your interest and support for a healthier,
safer and thriving Inyo County**