



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). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING

August 20, 2024

8:30 A.M.

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

- 1) Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) Conference with Legal Counsel - Anticipated Litigation** - Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case.
- 3) Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property Description: County lands and rights-of-way containing Digital 395 node sites, community service cabinet sites, anchor sites, and underground fiber optic transmission lines as shown on the maps attached to this agenda item. Agency Negotiators: Scott Armstrong, Nate Greenberg, John-Carl Vallejo. Negotiating parties: Inyo County and California Broadband Cooperative, Inc. Under negotiation: Price and terms of payment.

- 4) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); 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, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Auditor-Controller Amy Shepherd, and Assistant Director of Budgets and General Services Denelle Carrington.
- 5) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

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.**
- 6) **Pledge of Allegiance**
 - 7) **Report on Closed Session as Required by Law**
 - 8) **Public Comment**
Comments may be time-limited
 - 9) **County Department Reports**

CONSENT AGENDA

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

10) Board of Supervisors Meeting Minutes

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the regular Board of Supervisors meeting of August 6, 2024 and special meeting of August 7, 2024.

11) Approval of Eastern Sierra Area Agency on Aging Area Service Plan

Health & Human Services - ESAAA | Morningstar Willis-Wagoner

Recommended Action:

- A) Approve the 2024-2028 Area Plan for Services for Planning and Services Area 16 (Inyo and Mono Counties);
- B) Set the minimum percentages for the subcategory of Supportive Services as recommended by the Advisory Council (50% for access, 10% for legal services, and 5% for in-home services);
- C) Authorize the Chairperson to sign the required Transmittal Letter; and
- D) Authorize Area Agency Director to sign the required Transmittal Letter.

12) Agreement with Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services

Health & Human Services - Behavioral Health | Anna Scott

Recommended Action:

Ratify and approve the agreement between the County of Inyo and Kings View Professional Services of Fresno, CA for the provision of Electronic Health Record Information System and All Pay Sources Billing Services in an amount not to exceed \$1,195,744 for the period of July 1, 2024 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign the contract and the Business Associate Agreement.

13) Appointment to Emergency Medical Care Committee (EMCC)

Health & Human Services - EMCC | Anna Scott

Recommended Action:

Appoint Olancho-Cartago Volunteer Fire Department Chief Jeff Davis to an unexpired term on the Emergency Medical Care Committee ending December 31, 2025.

14) Contract with Vista Pacifica Enterprises Inc. for Provision of Hospital Inpatient Psychiatric Services

Health & Human Services - Behavioral Health | Anna Scott

Recommended Action:

Ratify and approve the contract between the County of Inyo and Vista Pacifica Enterprises Inc. of Jurupa Valley, CA for the provision of inpatient psychiatric and other professional medical services in an amount not to exceed \$281,780 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and Business Associate Agreement.

15) Termination of Local Emergency for Tropical Storm Hilary

County Administrator - Emergency Services | Mikaela Torres

Recommended Action:

Approve staff's recommendation to terminate the local emergency proclaimed in response to flash flooding due to Tropical Storm Hilary in August 2024.

16) Letter Supporting Laws Railroad Museum's Application for a National Medal for Museum and Library Service

Community Organization | Assistant Clerk of the Board

Recommended Action:

Approve and authorize the Chairperson to sign a letter supporting Laws Railroad Museum's application for a National Medal for Museum and Library Service.

17) Acceptance of Airport Improvement Program Grant from Federal Aviation Administration

Public Works | Ashley Helms

Recommended Action:

Authorize the Public Works Director to sign the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant for the Bishop Airport for the purchase of a runway snow plow.

18) Ratification of Contract Dates to Cover Current Contract Period with Mobile Relay Associates

County Administrator - Information Services | Noam Shendar

Recommended Action:

Ratify the existing Mobile Relay Associates contract to recognize its full 5-year term (from March 2021 to March 2026).

19) FEMA-funded Unmanned Aircraft System Policy

County Administrator - Emergency Services | Mikaela Torres

Recommended Action:

Approve the proposed Federal Emergency Management Agency (FEMA)-Funded Unmanned Aircraft System (UAS) Policy and Protocol for Inyo County, which is required as part of the FEMA grant funding process, including the Homeland Security Grant Program, for acquiring UAS equipment intended for emergency management purposes.

REGULAR AGENDA - MORNING

20) Proposed Ordinance Establishing Formula for Pricing Fuel Sold and Landing Fees at Inyo County Airports and Repealing Ordinance No. 1166

Public Works | Ashley Helms

5 minutes

Recommended Action:

Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Establishing the Formula for Pricing Fuel Sold at Inyo County Airports, Establishing Landing Fees, and Repealing Ordinance No. 1166 (2011)." and schedule enactment for September 3, 2024, in the Board of Supervisors Chambers, County Administrative Center, Independence.

21) Personal Services Contract - Assistant County Administrator

County Administrator - Personnel | Keri Oney

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

Recommended Action:

A) Approve the at-will contract between the County of Inyo and Denelle Carrington for the provision of personal services as Assistant County Administrator at Range 160, Step C, \$13,248 per month effective August 29, 2024, and authorize the Chairperson to sign;

B) Direct staff to update the publicly available pay schedule accordingly.

11 A.M. 22) Proposed Ordinance for Zone Text Amendment (ZTA) No. 2024-02 - Inyo County-Mobile Food Facilities

Planning Department | Cathreen Richards

15 minutes

Recommended Action:

- A) Conduct a public hearing on a proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors adding Chapter 18.61 Mobile Food Facilities and Subsections 18.44.020 X, 18.48.020 Q, and 18.54.020 K to the Inyo County Code pertaining to Zoning Requirements for Mobile Food Facilities;"
- B) Make the requested findings and certify that the action is exempt from CEQA; and
- C) Waive further reading of and enact said ordinance.

23) Proposed Ordinance Amending Sections 7.48.010 and 7.52.040, Repealing Section 12.16.090 and Adding Chapter 12.22 to the Inyo County Code Pertaining to Mobile Vending and Permitting for Mobile Vending on County Property

County Counsel | Christian Milovich

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

Recommended Action:

- A) Find the proposed project is exempt from the requirements of the California Environmental Quality Act based on the Common Sense Rule;
- B) Waive further reading of "An Ordinance of the Inyo County Board of Supervisors Amending Sections 7.48.010 and 7.52.040, Repealing Section 12.16.090 and Adding Chapter 12.22 of and to the Inyo County Code Pertaining to Mobile Vending and Permitting for Mobile Vending on County Property" and schedule enactment for September 3, 2024, in the Board of Supervisors Chambers, County Administrative Center, Independence; and
- C) Provide any desired direction to staff.

LUNCH

- 24)** The Board will recess for lunch and reconvene for the afternoon session.

REGULAR AGENDA - AFTERNOON

- 1 P.M. 25) Board of Equalization** - The Board will recess and reconvene as the Inyo County Board of Equalization (separate agenda available in the packet).

26) Presentation and Letter Supporting the Mammoth Lakes U.S. 395 Wildlife Crossing Project

Outside Agency | Caltrans
20 minutes

Recommended Action:

A) Receive a presentation from Caltrans District 9 on the Mammoth Lakes U.S. 395 Wildlife Crossing Project; and B) approve and authorize the Chairperson to sign a letter supporting said the grant application for said project.

CORRESPONDENCE - ACTION

- 27) Inyo Council for the Arts** - Request for closure of Millpond Recreation Area to the public from Thursday, September 19 at 2 p.m. through Monday, September 23 at noon, to accommodate presentation of the 32nd Annual Millpond Music Festival.

ADDITIONAL PUBLIC COMMENT & REPORTS

- 28) Public Comment**
Comments may be time-limited
- 29) Board Member and Staff Reports**
Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

- 30) Auditor-Controller** - An actual count of the money in the hands of the Treasurer made on August 1, 2024 in accordance with Government Code section 26920.

CBC Digital 395 Ridgecrest - Lone Pine

2

Legend

- REGION**
- Barstow to Boron
 - Boron to Mojave
 - Boron to Johannesburg
 - Johannesburg to Inyokern
 - Inyokern to Olancha
 - Olancha to Independence
 - Independence to Bishop
 - Bishop to Benton
 - Bishop to Mammoth Lakes
 - Mammoth Lakes to Coleville
 - Coleville to Reno
- Proposed Facility**
- Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
- Street Side from Barstow to Reno**
- Left Side
 - Right Side
 - Road Crossing
 - Dirt Road
 - Unimproved
 - Lease
- Distribution Line**
- West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - USGS 7.5 Quad
 - Railroad



CBC Digital 395

Lone Pine - Mammoth Lakes

3

Legend

- REGION
- Barstow to Boron
- Boron to Mojave
- Boron to Johannesburg
- Johannesburg to Inyokern
- Inyokern to Olancha
- Olancha to Independence
- Independence to Bishop
- Bishop to Benton
- Bishop to Mammoth Lakes
- Mammoth Lakes to Coleville
- Coleville to Reno

- Proposed Facility
- Cabinet
- Node Bldg
- POI
- Splice
- Tower
- Staging Area
- Existing Facility
- Anchor
- POI
- Street Side from Barstow to Reno
- Left Side
- Right Side
- Road Crossing
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- Lease
- Distribution Line
- West/Southbound Side
- East/Northbound Side
- Non-Specific
- USGS 7.5 Quad
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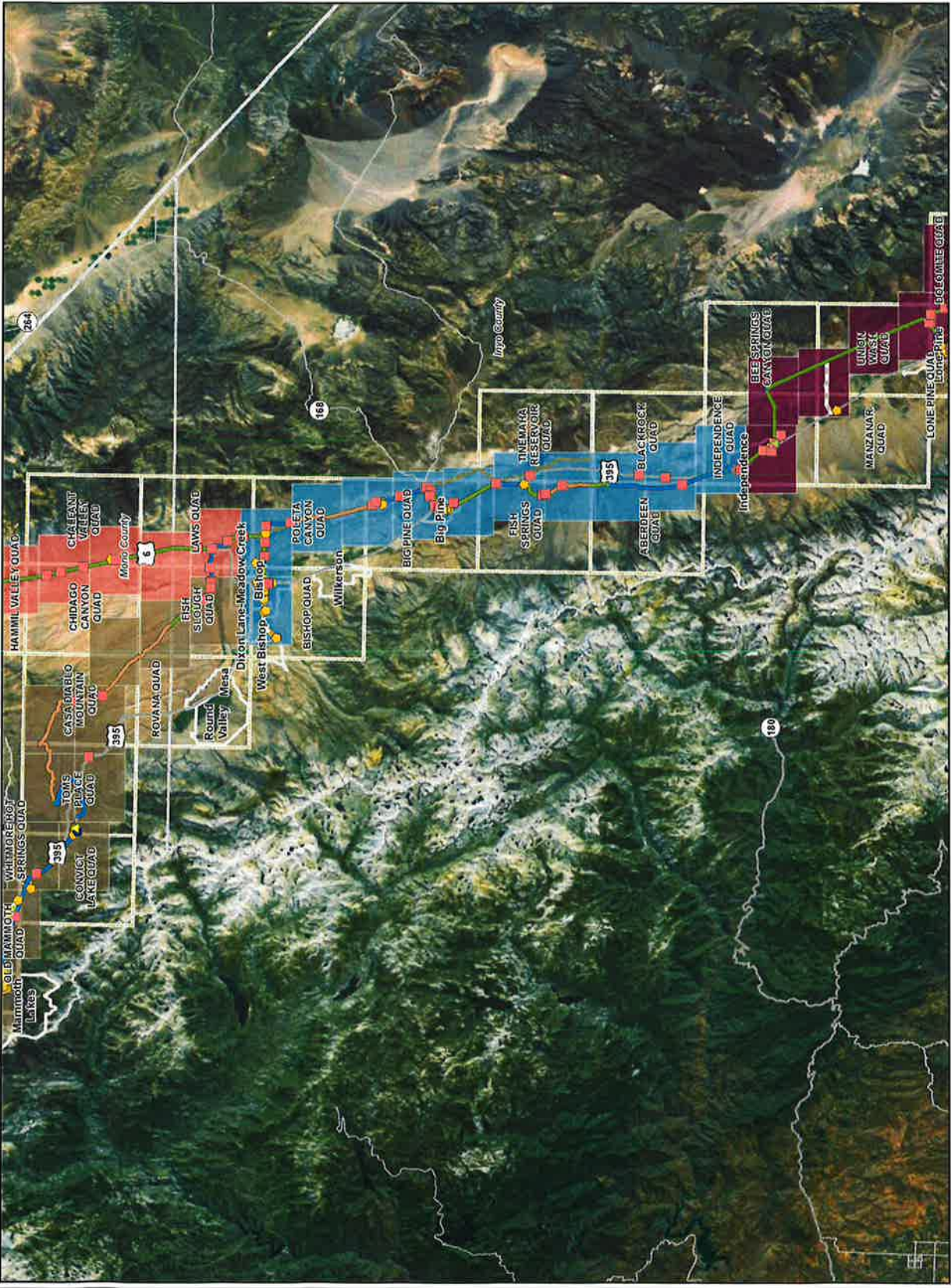
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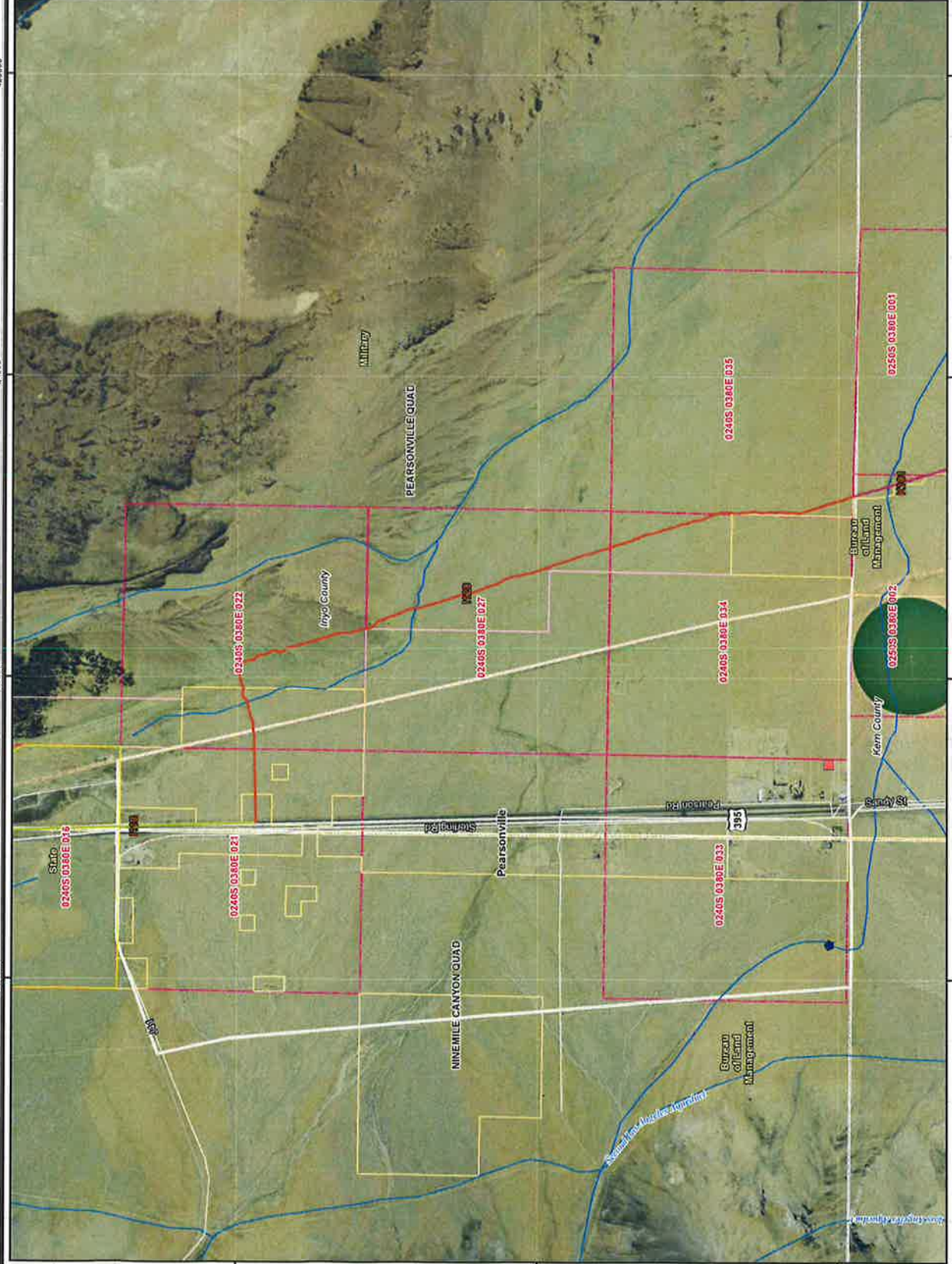
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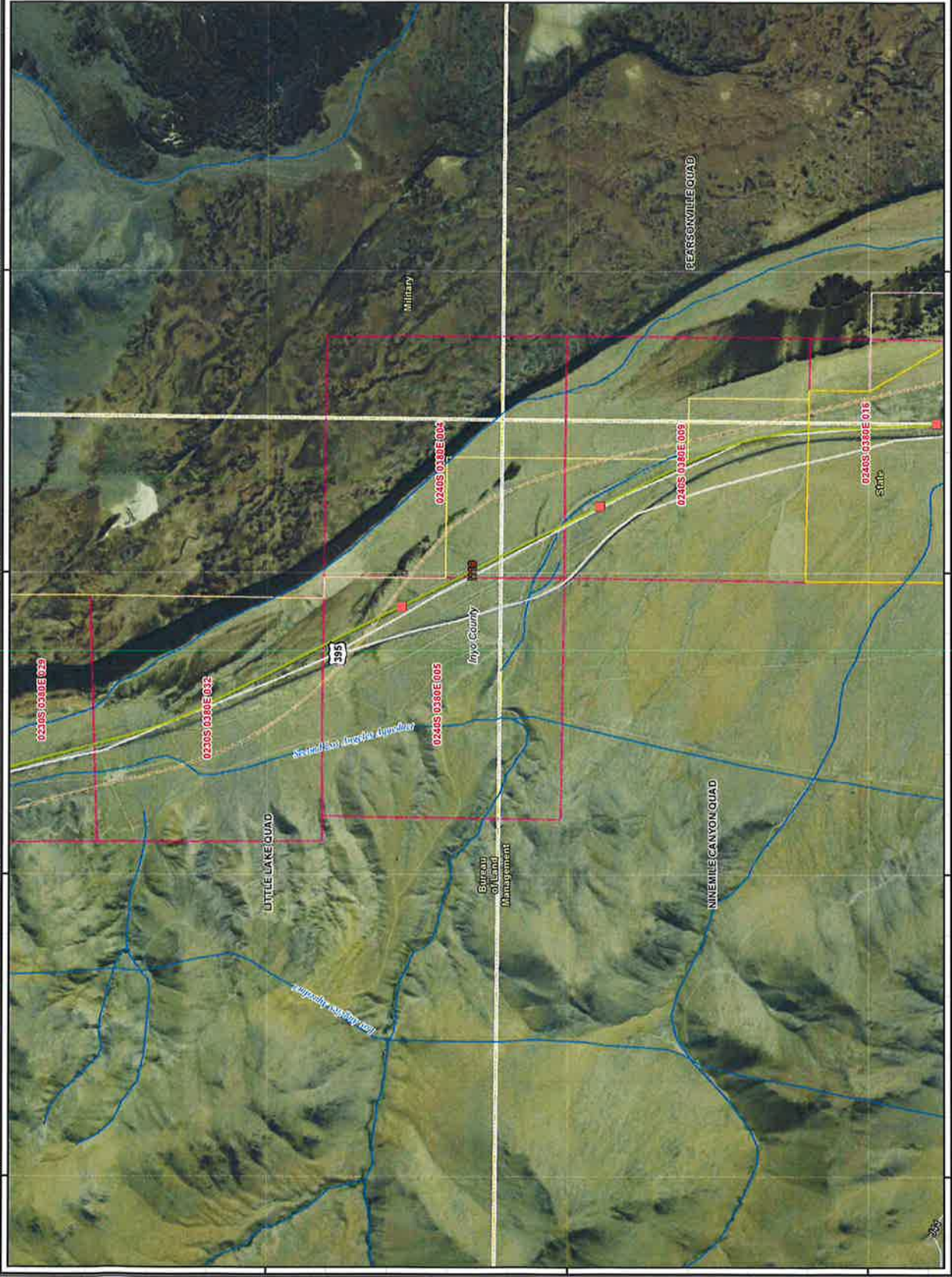
Chambers Group Inc.



R04-Inyokern to Olancha-028



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R04-Inyokern to Olancho-029

- Legend**
- Proposed Facility
 - Canister
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northeast Side
 - Land Agency
 - Non-Specific
 - DOO Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Other
 - Desert Terrestrial Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Sanctified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Highways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit

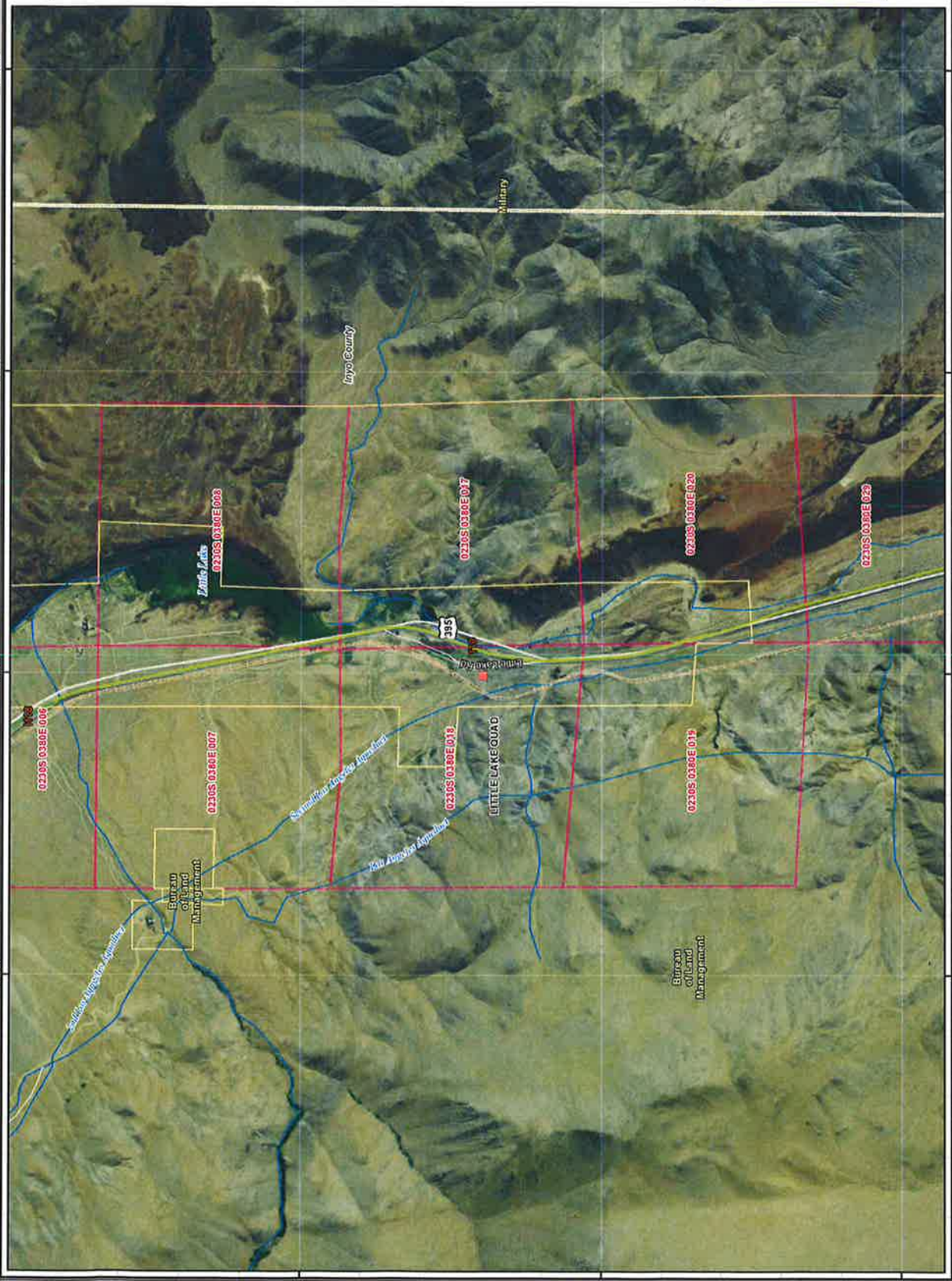


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R04-Inyokern to Olancho-030

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 - Land Agency
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit

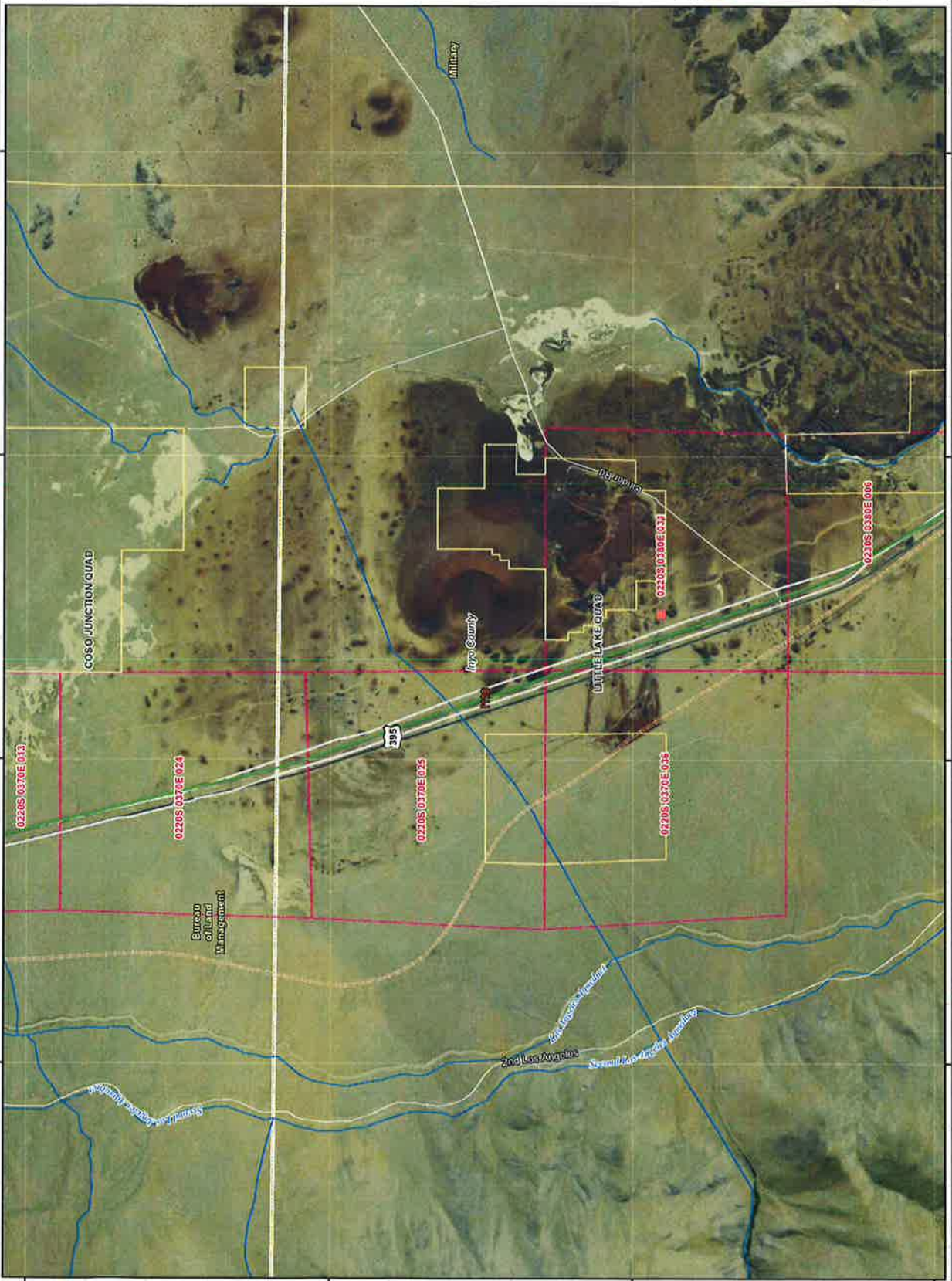


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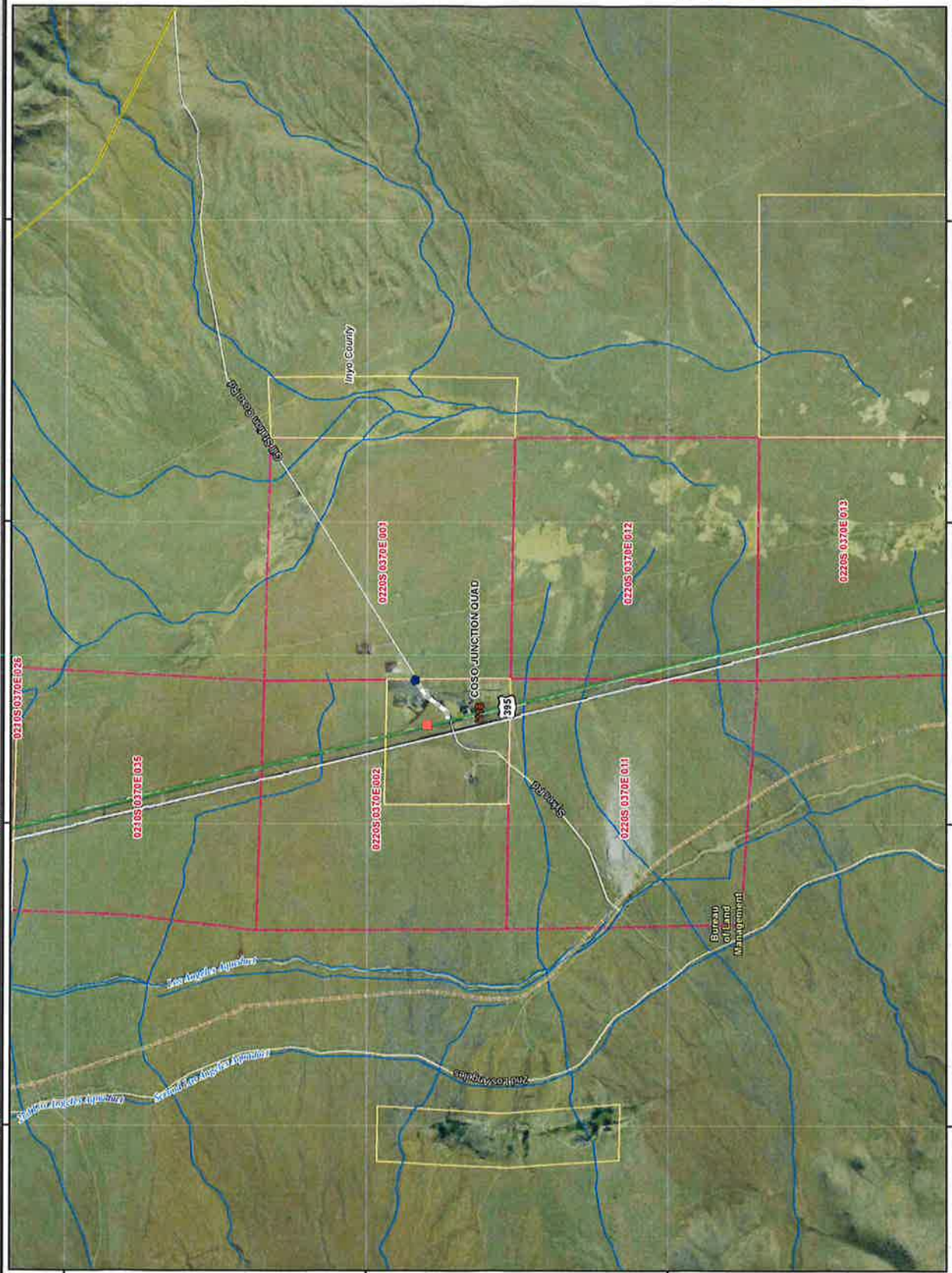
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R04-Inyokern to Olancho-031

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 - ▲ Anchor
 - ▲ POI
 - Distribution Line
 - ▲ West/Southbound Side
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 - Land Agency
 - ▲ Non-Specific
 - Land Agency
 - ▲ National Park Service
 - ▲ BLM Land
 - ▲ USFS Land
 - ▲ Bureau of Indian Affairs
 - ▲ State Land
 - ▲ Local Government
 - ▲ Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - ▲ Known Populations
 - ▲ Identified Core Areas
 - ▲ Other Known Populations
 - Mohave Ground Squirrel Records
 - ▲ Incident Observations
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 - Regional Surveys
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 - Protocol Grids
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 - ▲ Present, Protocol Grids
 - Waterways
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 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
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 - Other Known Populations
 - Mohave Ground Squirrel Records
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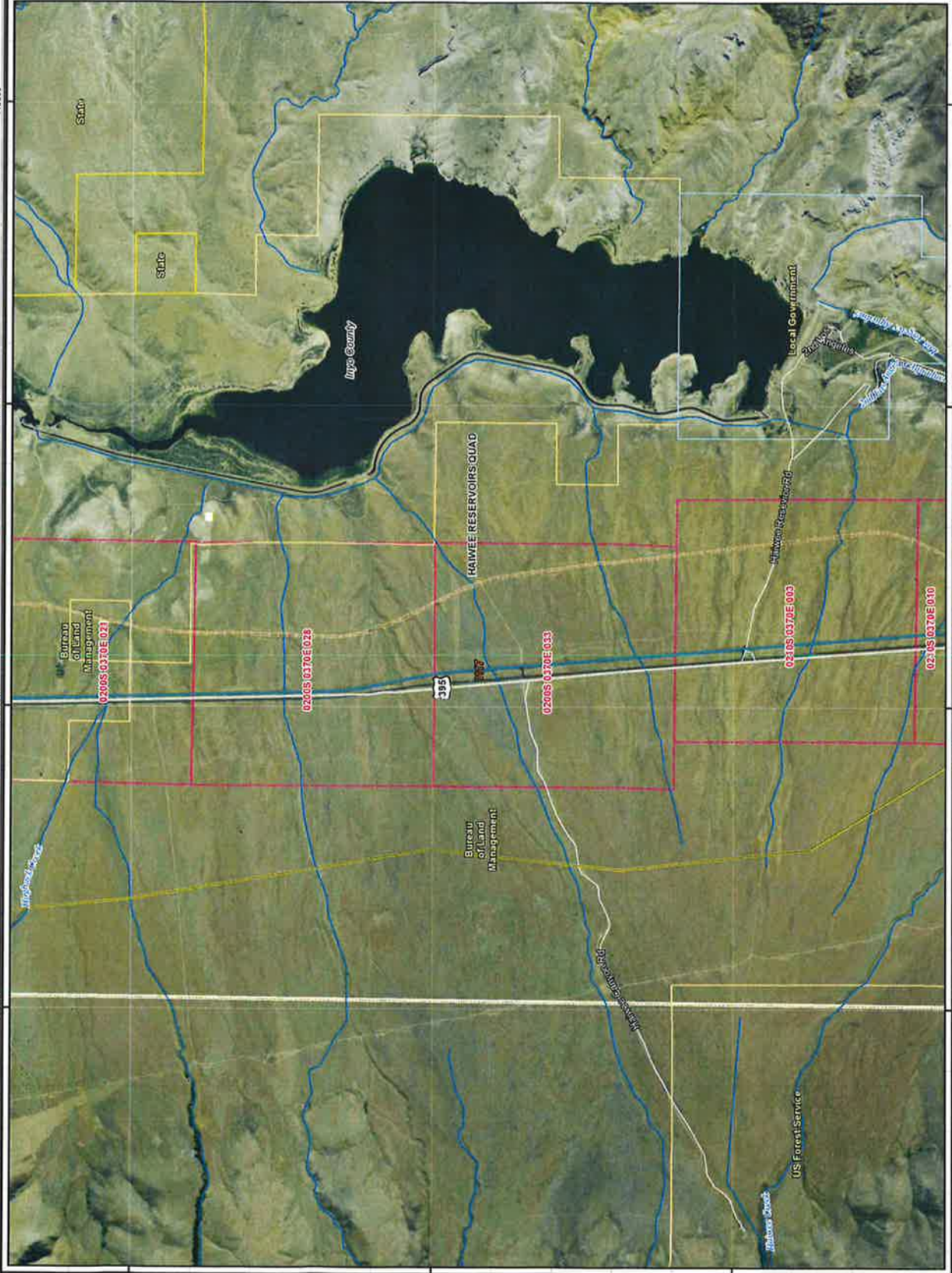
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Legend

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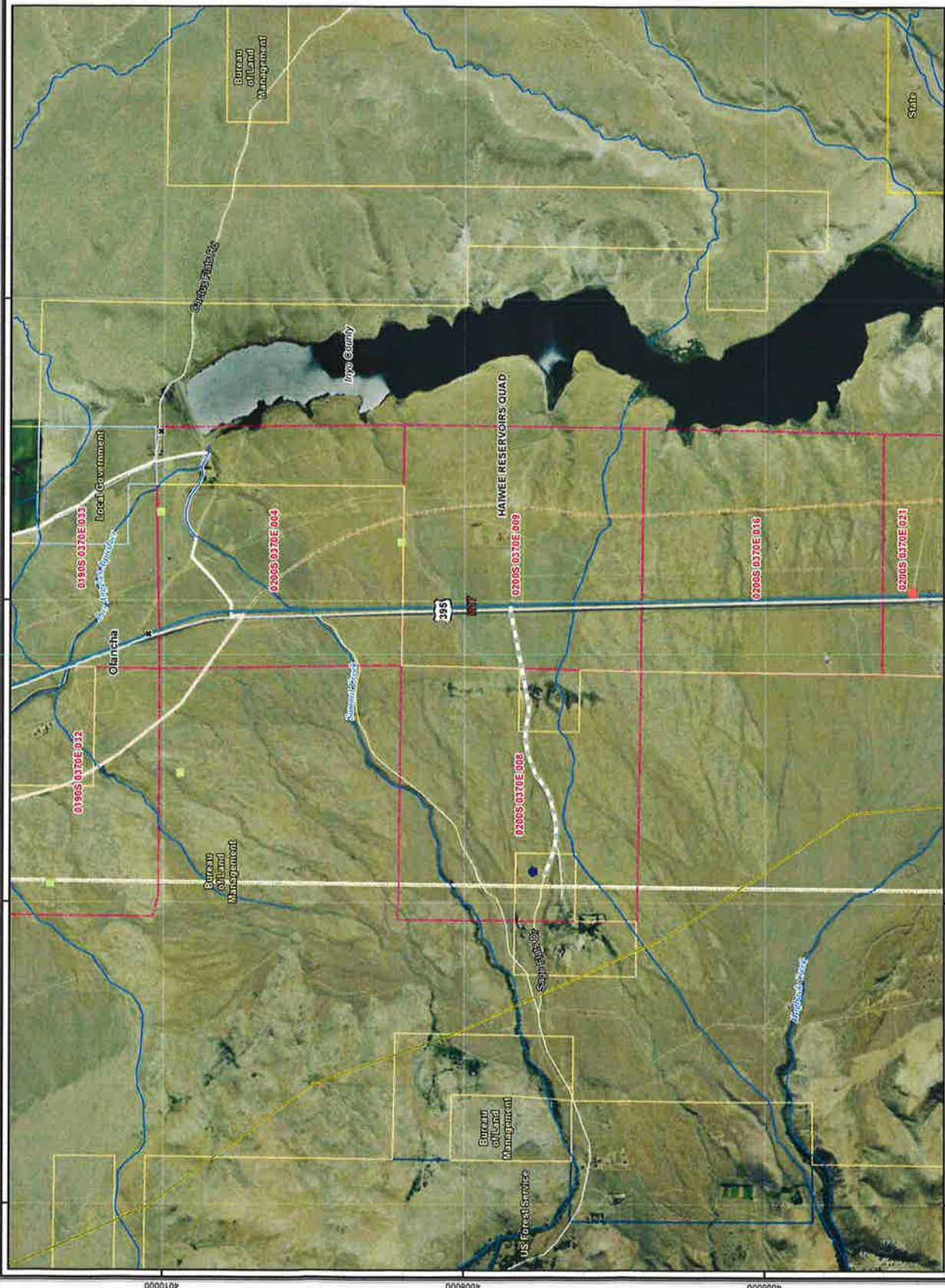
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R04-Inyoken to Olancha-034

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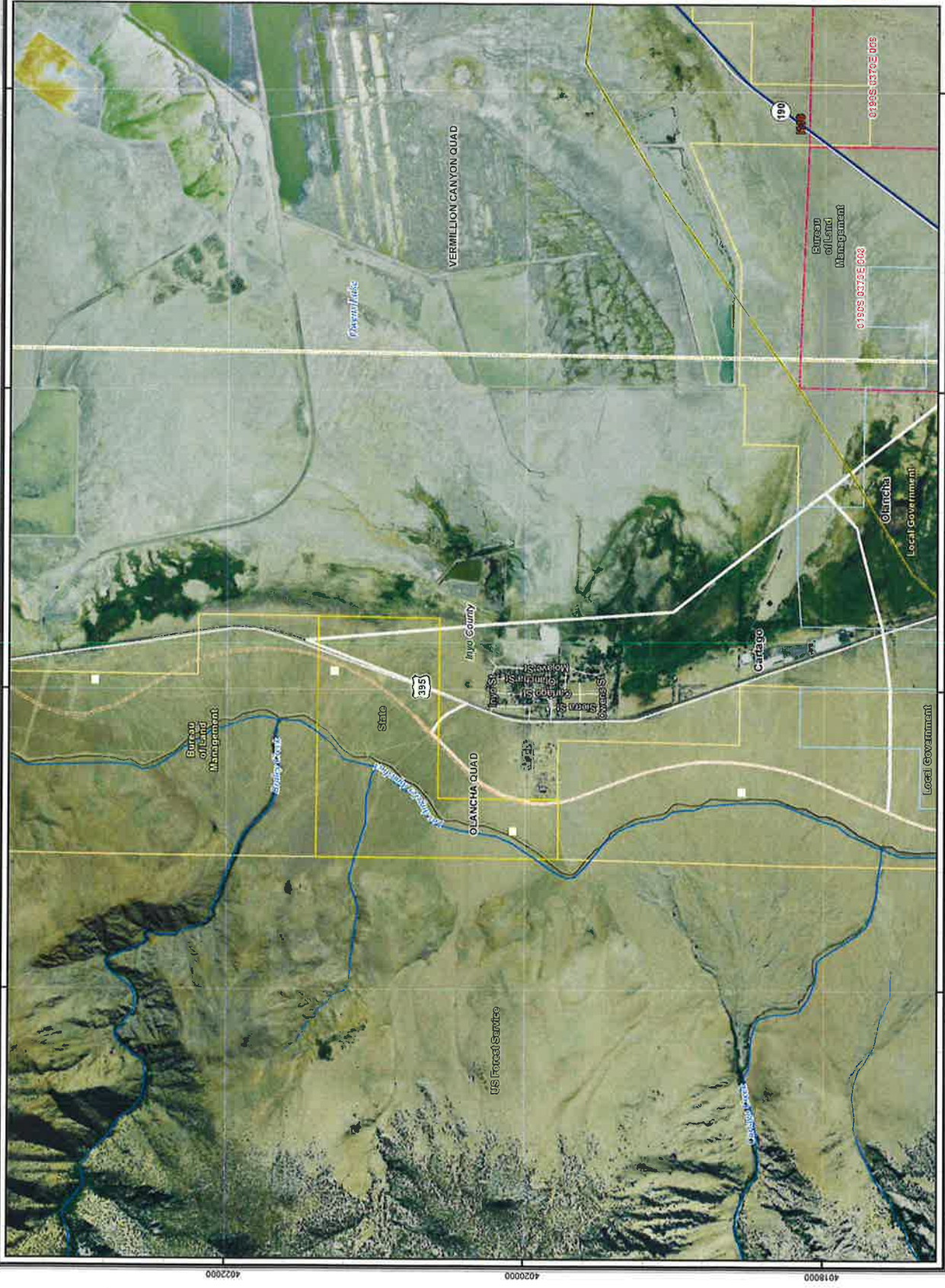


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R04-Inyokern to Olancho-035

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 - Mohave Ground Squirrel Records
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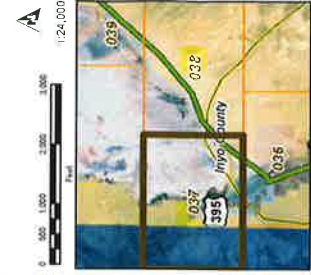


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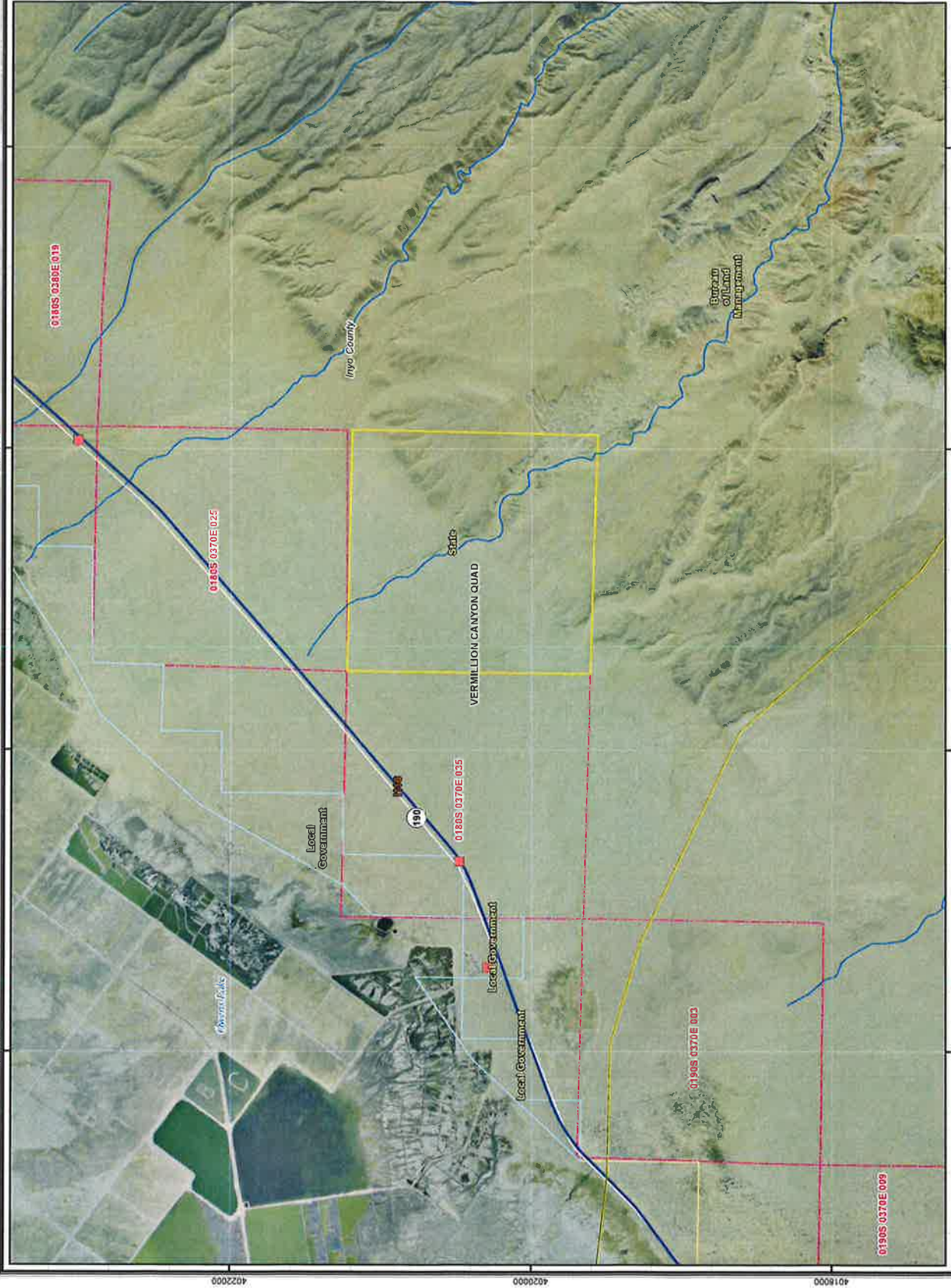


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R05-Olancha to Independence-037

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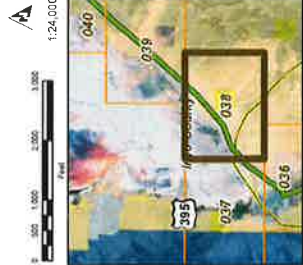
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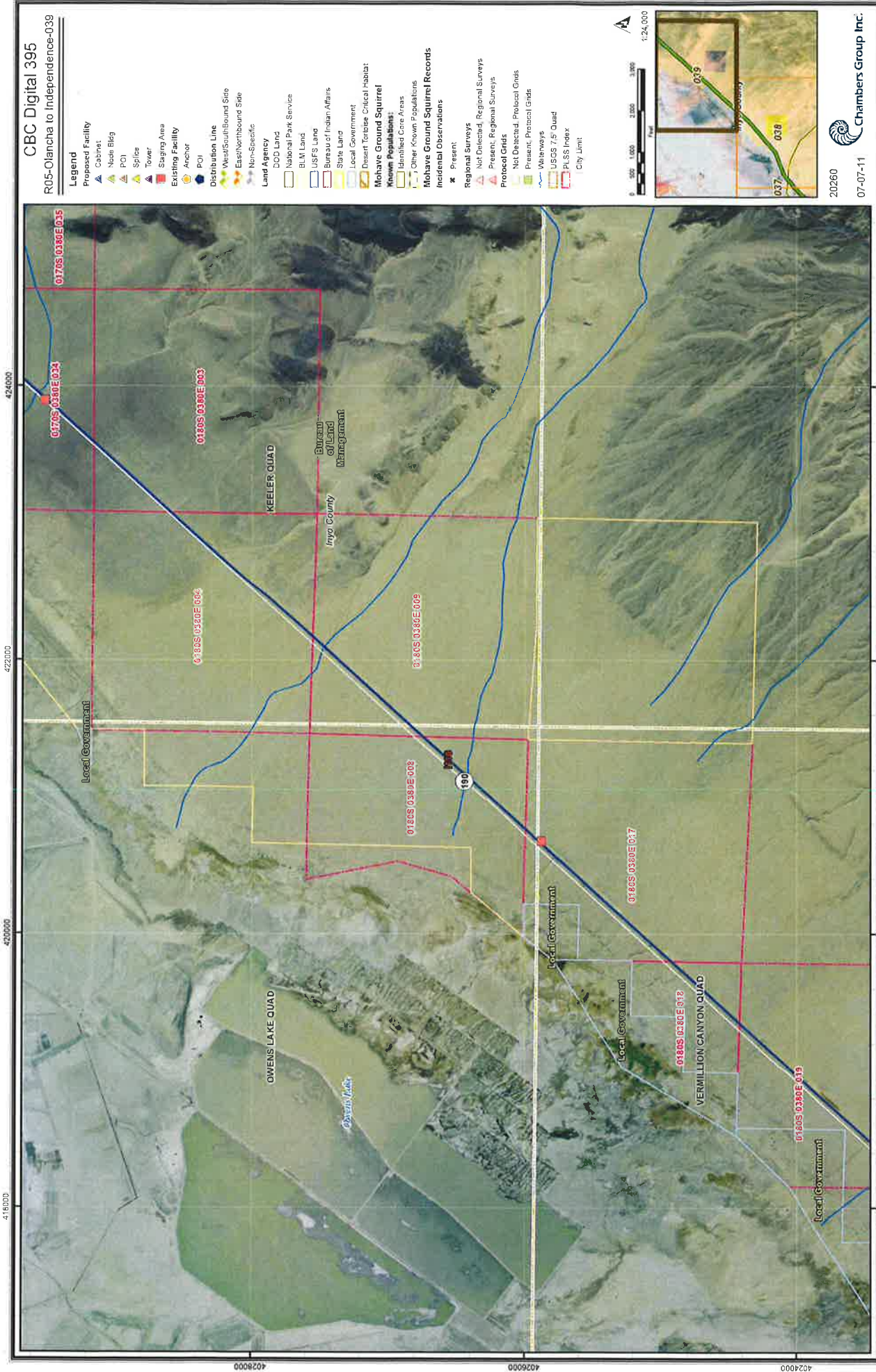


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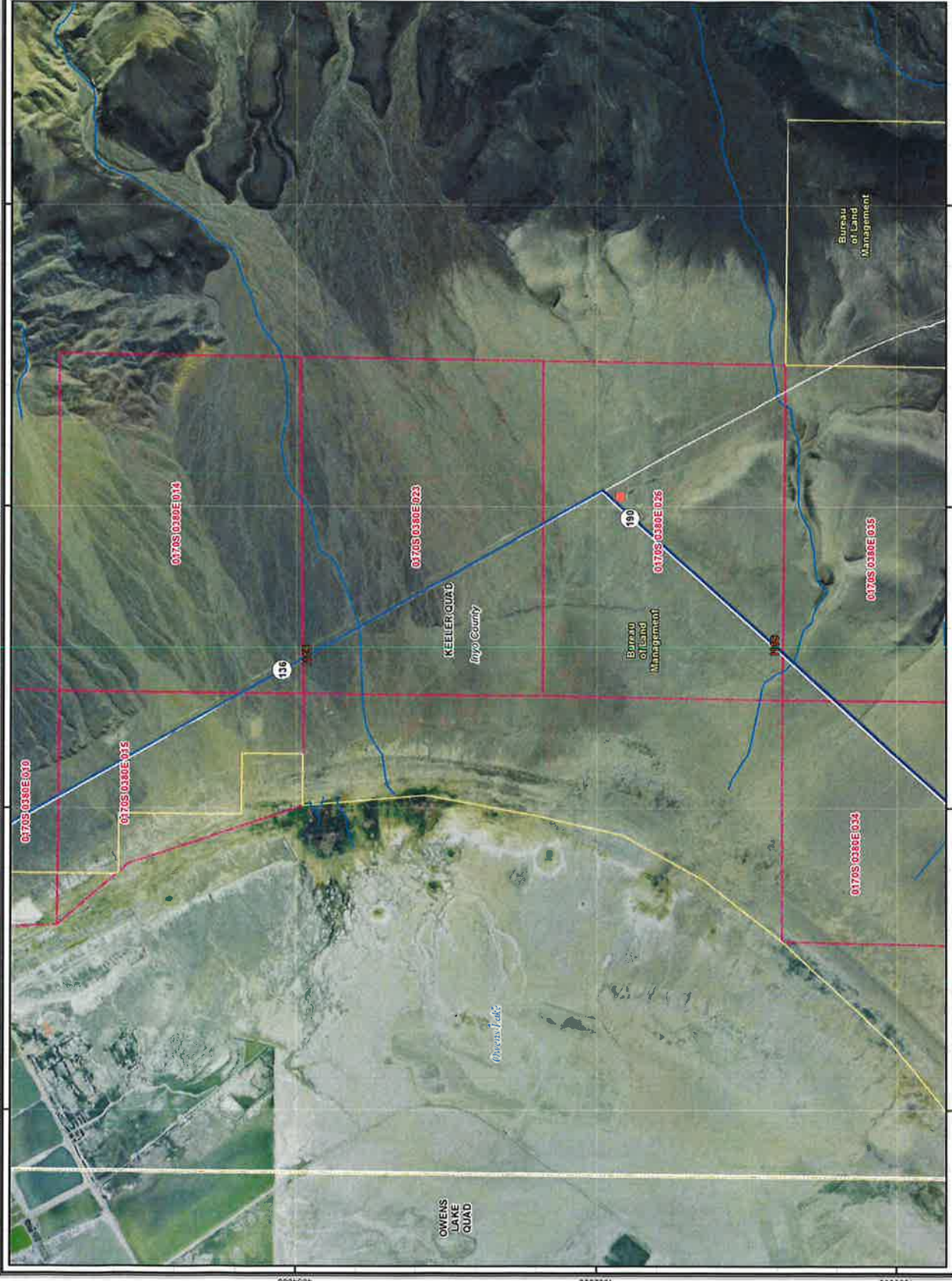
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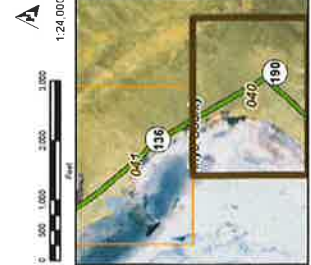
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R05-Olancha to Independence-040

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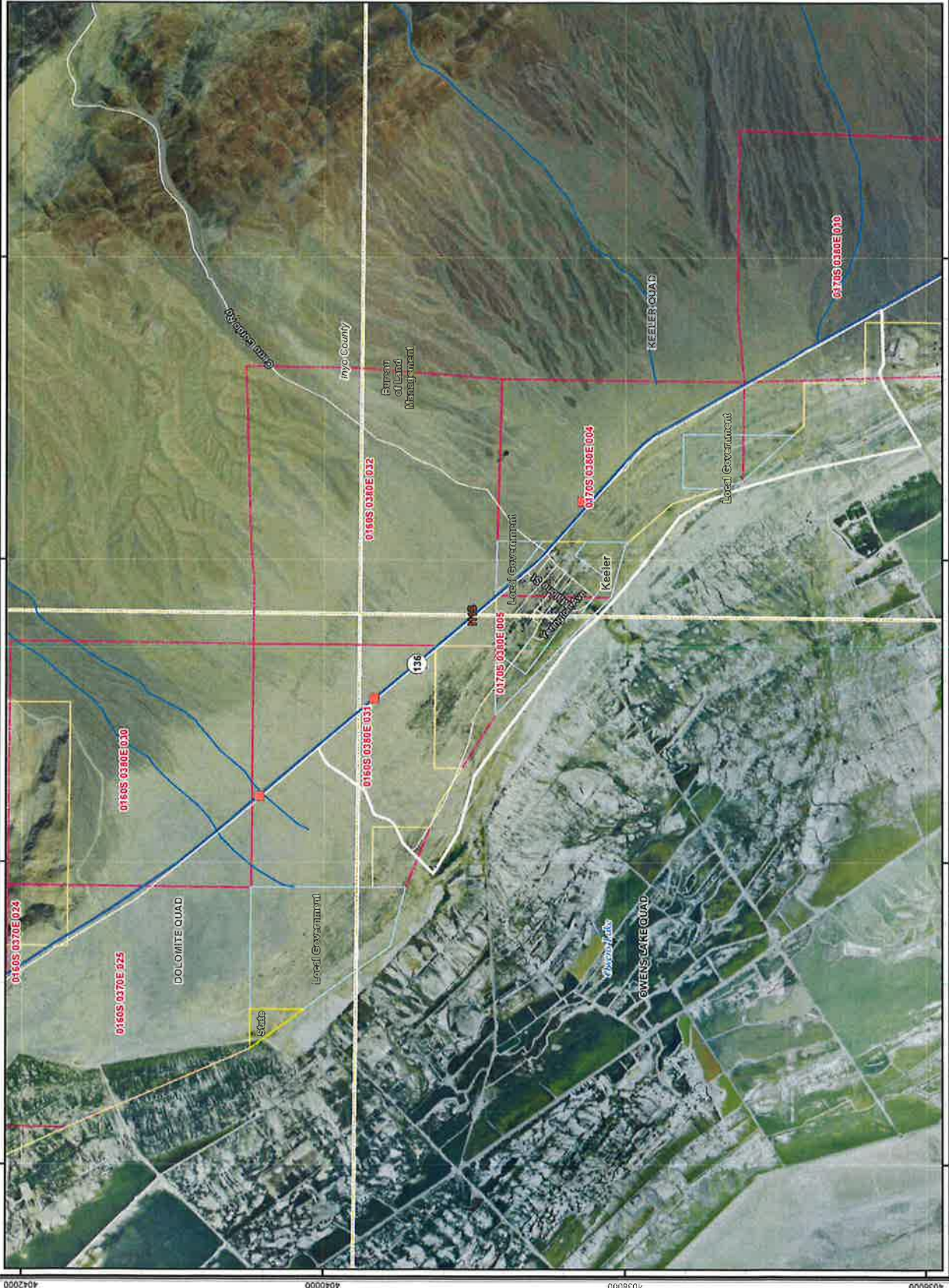


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R05-Olanche to Independence-041

Legend

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 - Local Government
- Desert Tortoise Critical Habitat
- Mojave Ground Squirrel
- Known Populations
- Identified Core Areas
- Other Known Populations
- Mojave Ground Squirrel Records
- Incidental Observations
 - Present
- Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
- Protected Grids
 - Not Detected, Protected Grids
 - Present, Protected Grids
- Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit

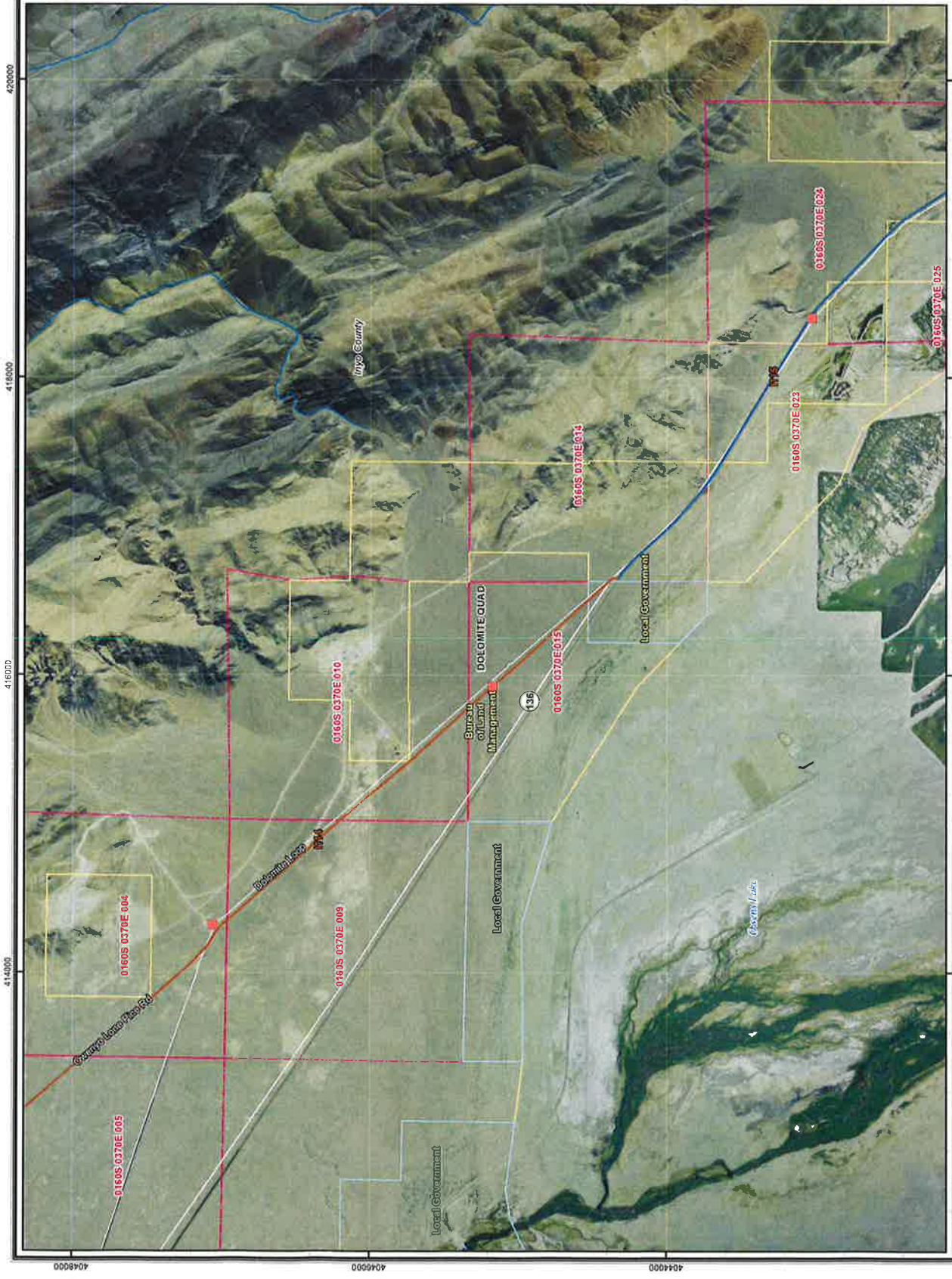
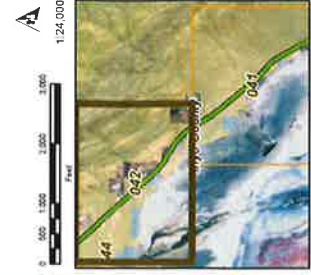


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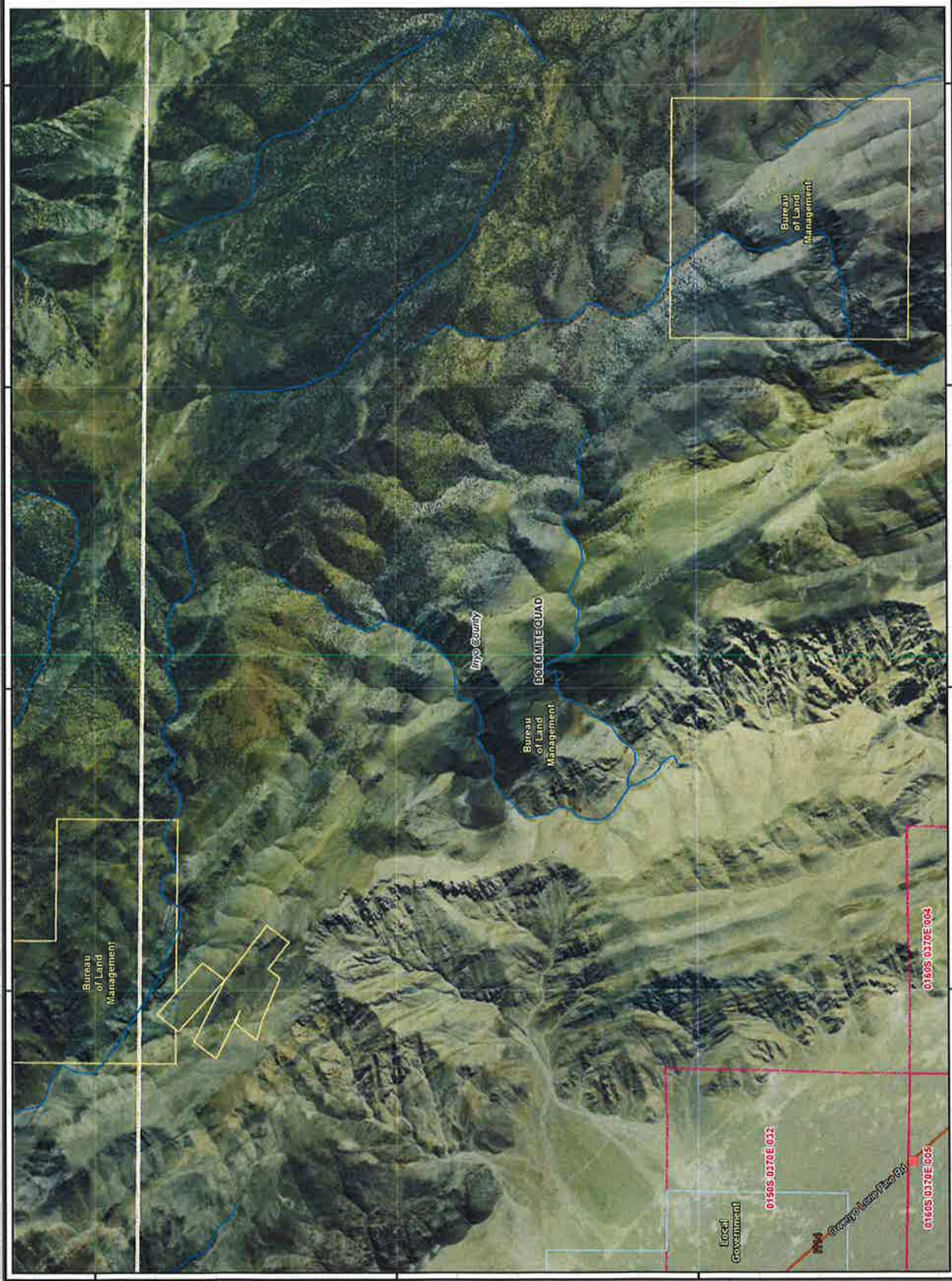
07-07-11



- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Siting Area
 - Existing Facility
 - Anchor
 - PQI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DOD Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



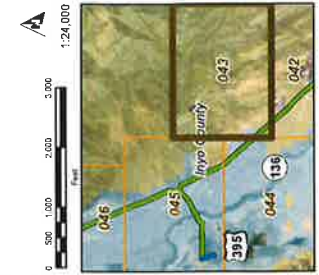
4054000 414000 416000 418000 420000



CBC Digital 395

R05-Olancha to Independence-043

- Legend**
- Proposed Facility
 - Cablest
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DOD Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5 Quad
 - PLSS Index
 - City Limit





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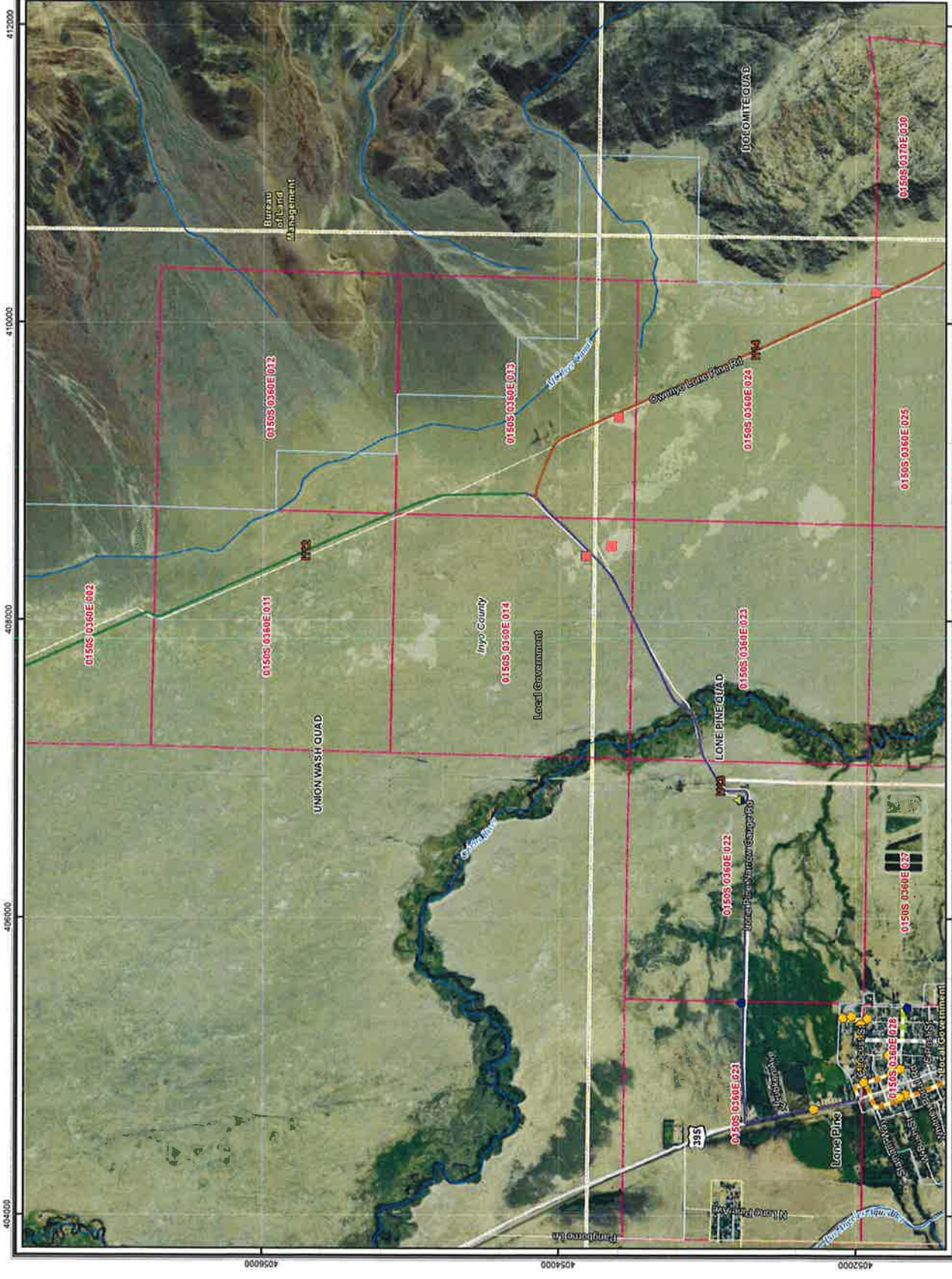
CBC Digital 395

R05-Olancha to Independence-044

Legend

- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Staging Area
- Existing Facility
 - Anchor
 - POI
- Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
- Land Agency
 - DOO Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
- Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
- Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
- Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
- Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
- Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit





CBC Digital 395
R05-Olancho to Independence-045

- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit

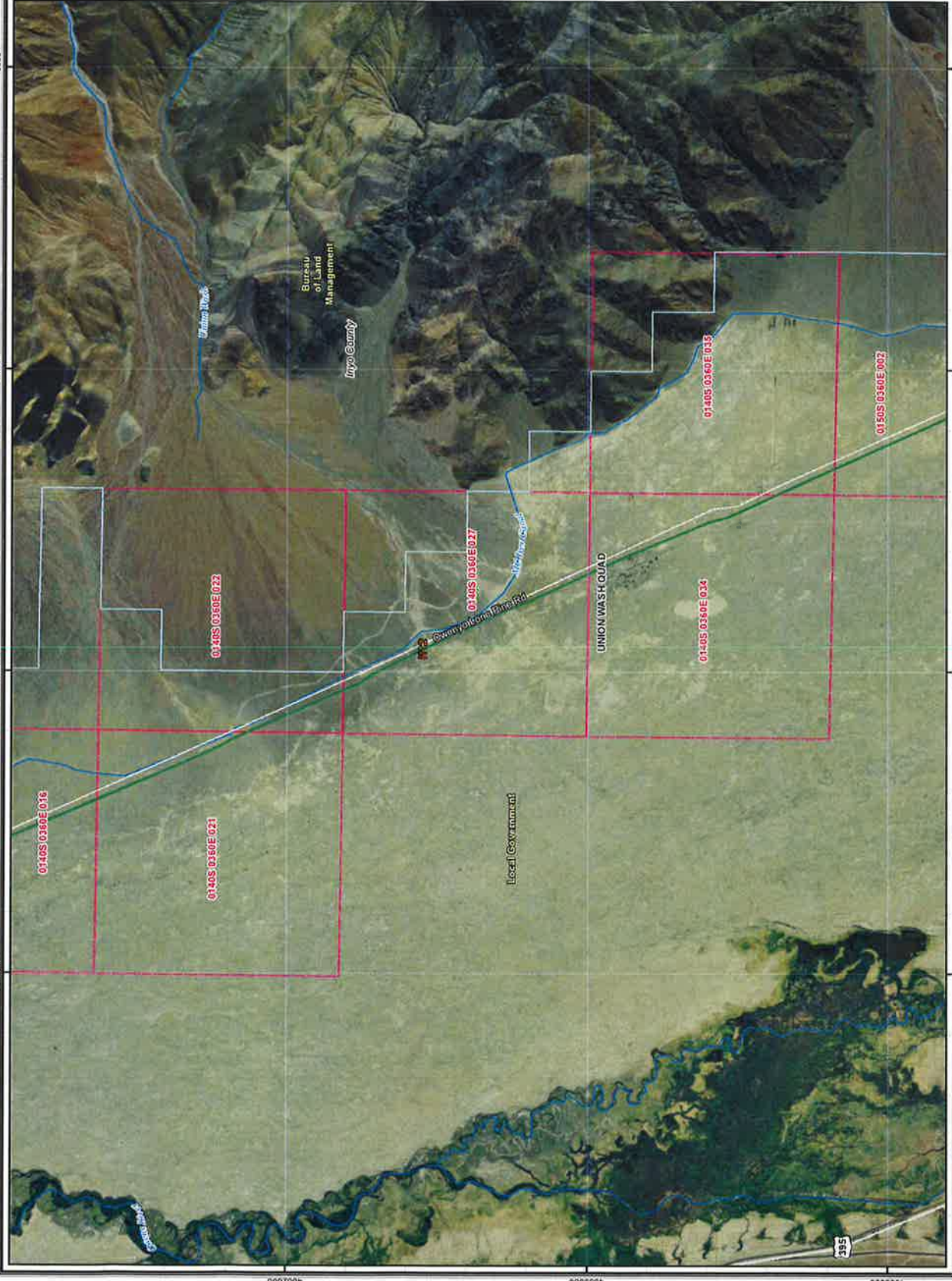


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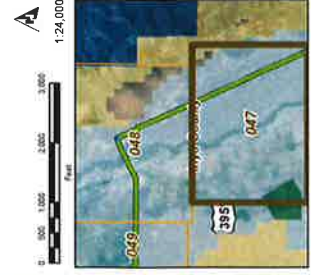
CBC Digital 395

R05-Olancho to Independence-046

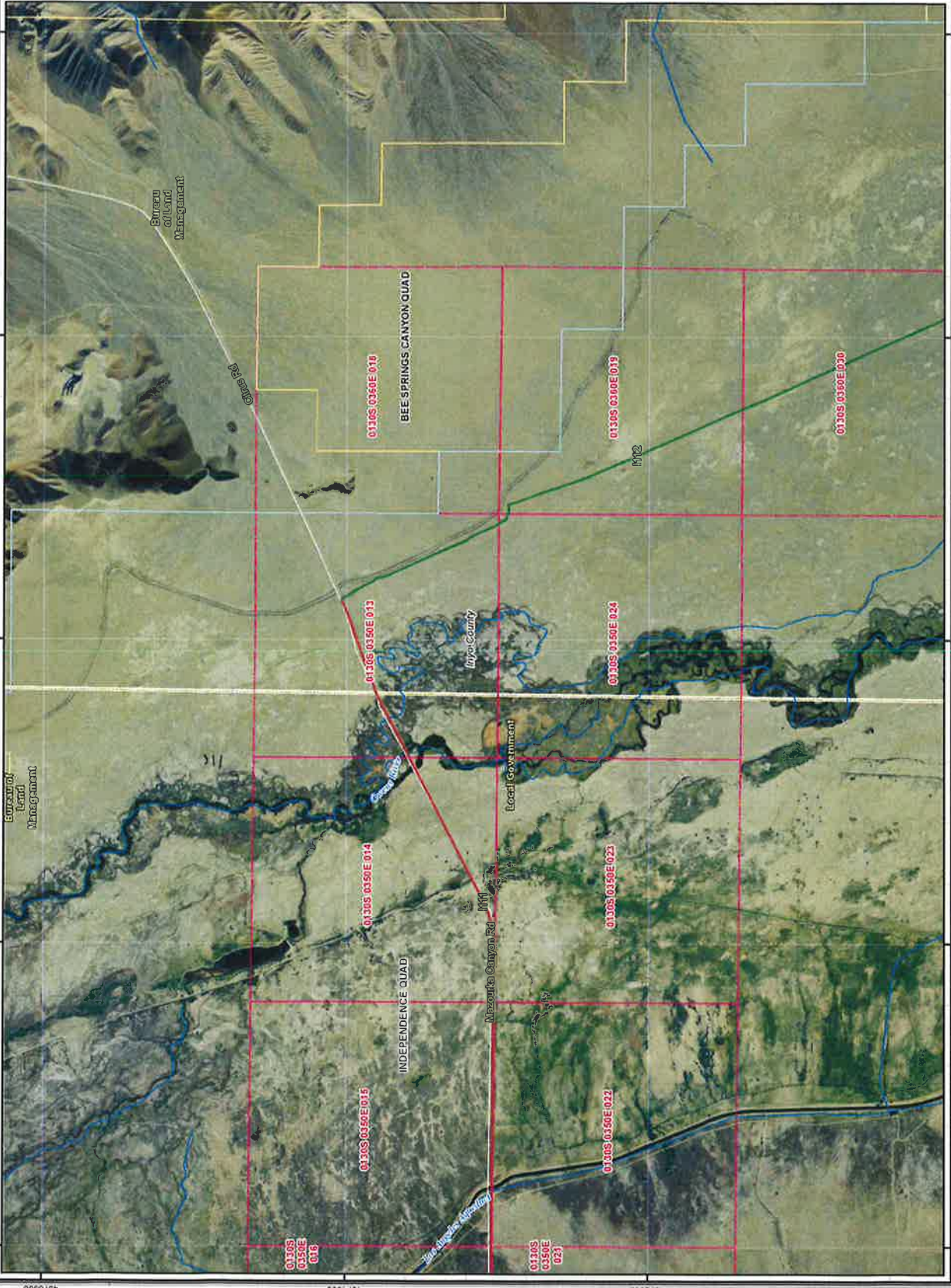
- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - PCI
 - Salice
 - Tower
 - Saging Area
 - Existing Facility
 - Anchor
 - PCI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DDO Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Directed, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



- Legend**
- Proposed Facility
 - Cabinet
 - Noise Bag
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DOI Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



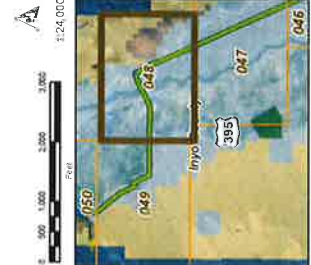
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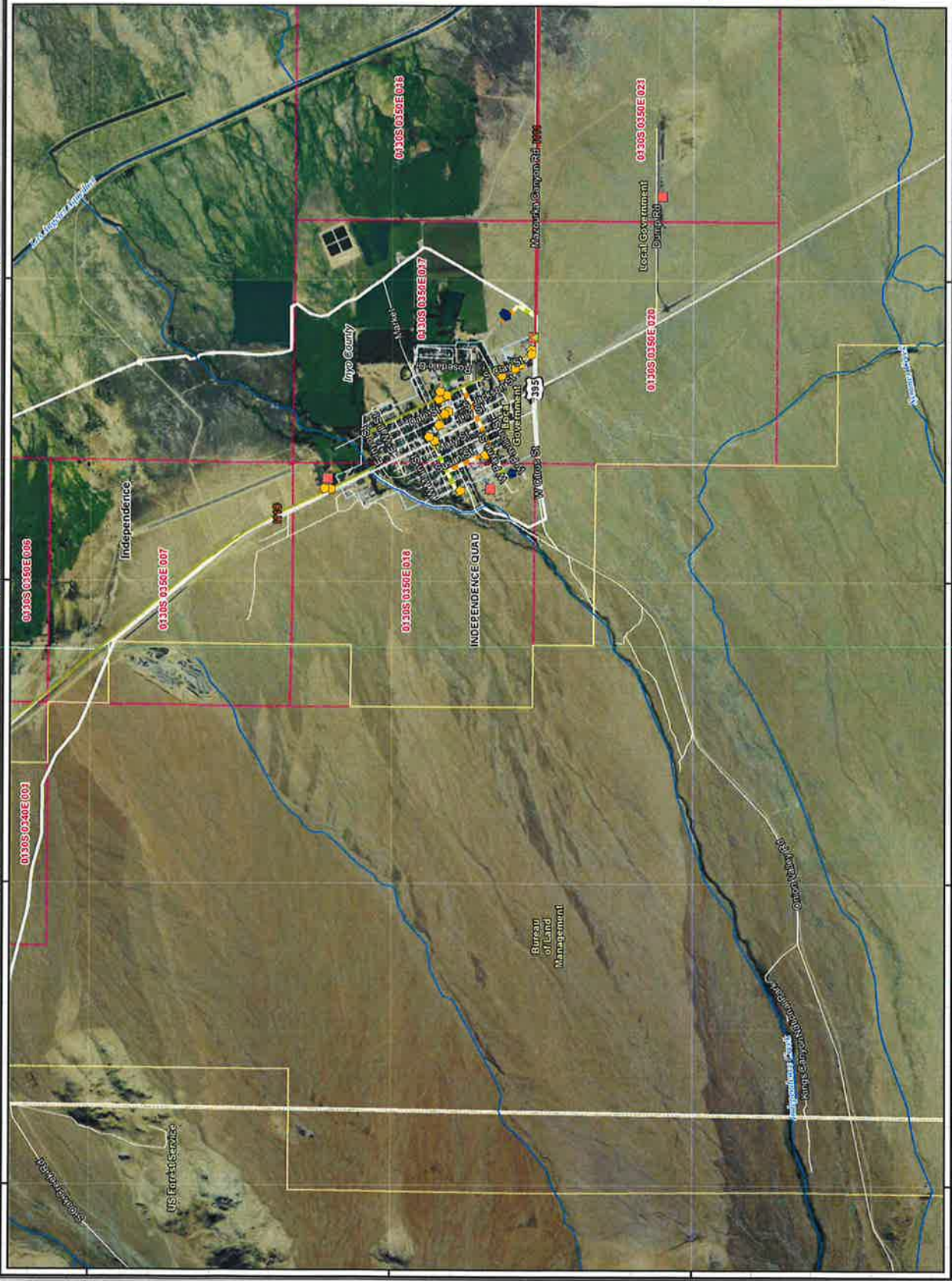
R05-Olancho to Independence-048

Legend

- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Sighting Area
- Existing Facility
 - Anchor
 - POI
- Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
- Land Agency
 - BLM Land
 - USFS Land
 - State Land
 - Local Government
 - Desert Toiyabe Critical Habitat
 - Mohave Ground Squirrel Known Populations
 - Identified Core Areas
 - Other Known Populations
- Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
- Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
- Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



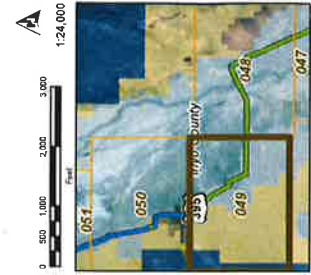
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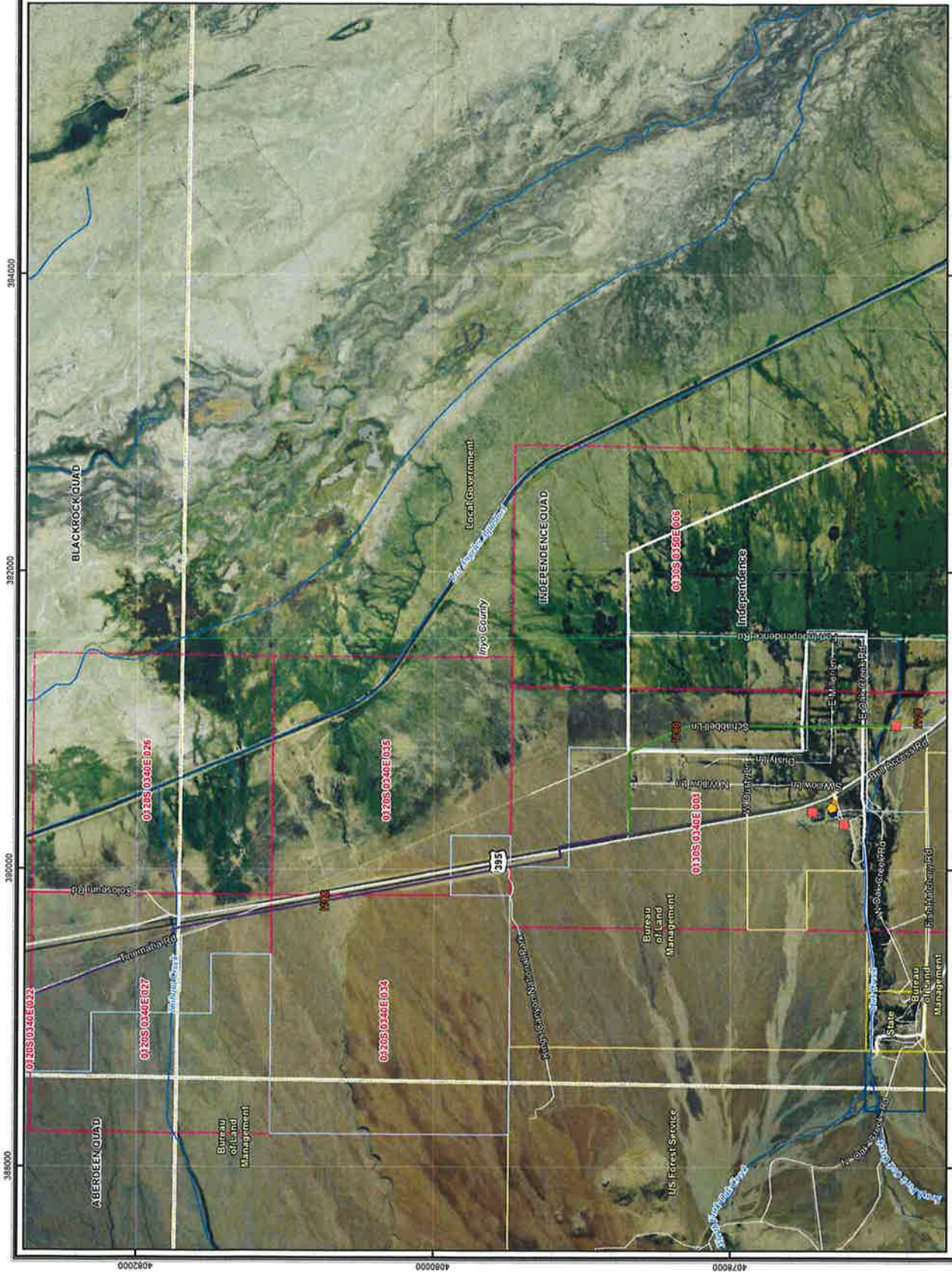


CBC Digital 395

R05-Olancho to Independence-049

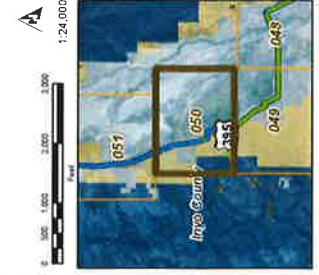
- Legend**
- Proposed Facility
 - Cabinet
 - Note Bag
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DOD Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Known Populations:
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5 Quad
 - PLSS Index
 - City Limit



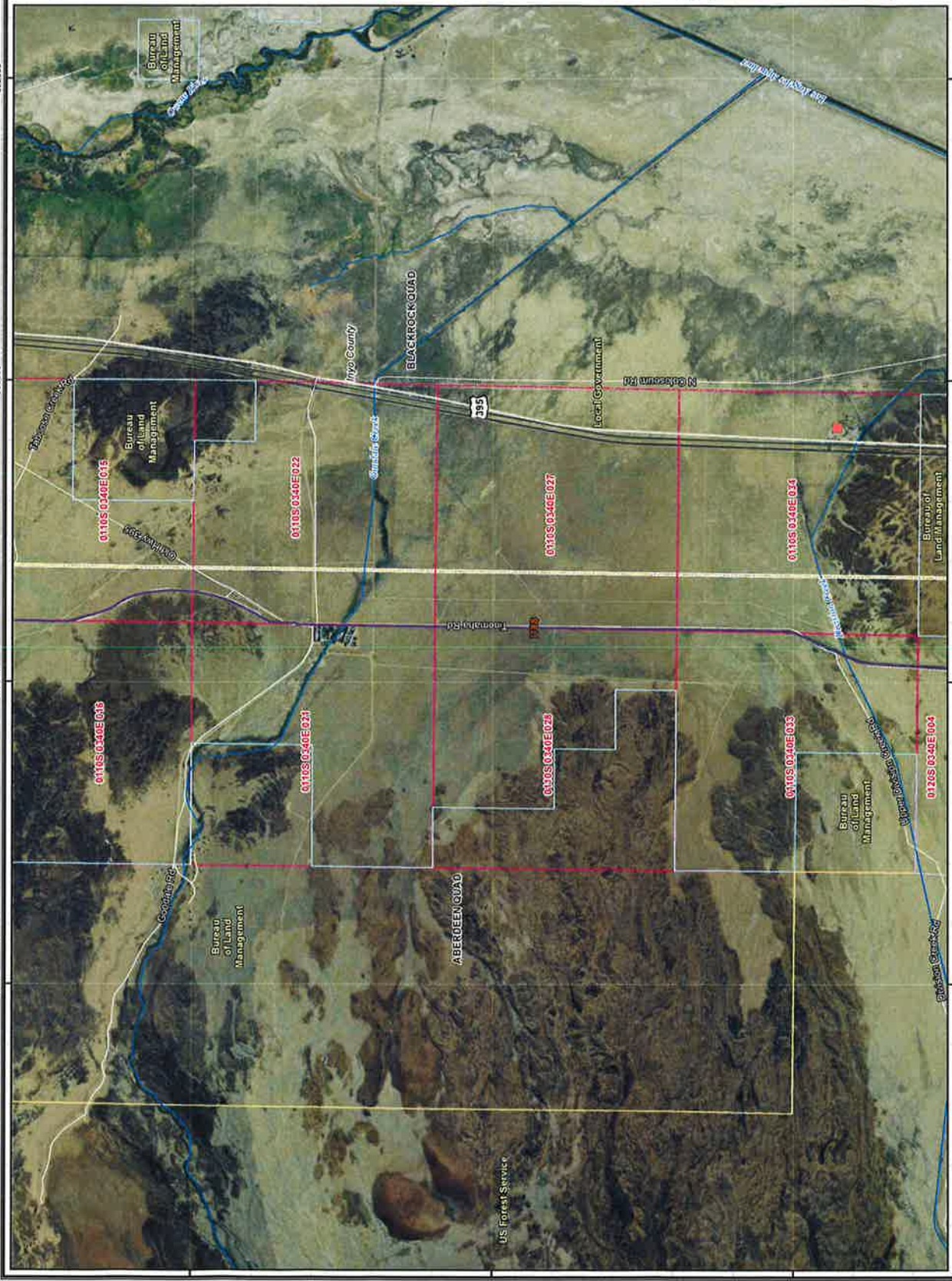


CBC Digital 395 R06-Independence to Bishop-050

- Legend**
- Proposed Facility
 - Cabinet
 - Note Bldg
 - POI
 - Spikes
 - Tower
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - Vest/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DOD Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations:
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected Regional Surveys
 - Present Regional Surveys
 - Procedural Grids
 - Not Detected Procedural Grids
 - Present Procedural Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



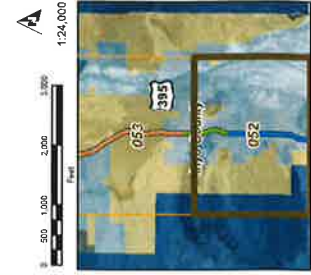
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CBC Digital 395

R06-Independence to Bishop-052

- Legend**
- Proposed Facility
 - Cabinet
 - Node Blog
 - POI
 - Spoke
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DDO Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mojave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mojave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected Regional Surveys
 - Present Regional Surveys
 - Predefined Grids
 - Not Detected, Predefined Grids
 - Present, Predefined Grids
 - Waterways
 - USGS 7.5 Quad
 - PLUS Index
 - City Limit



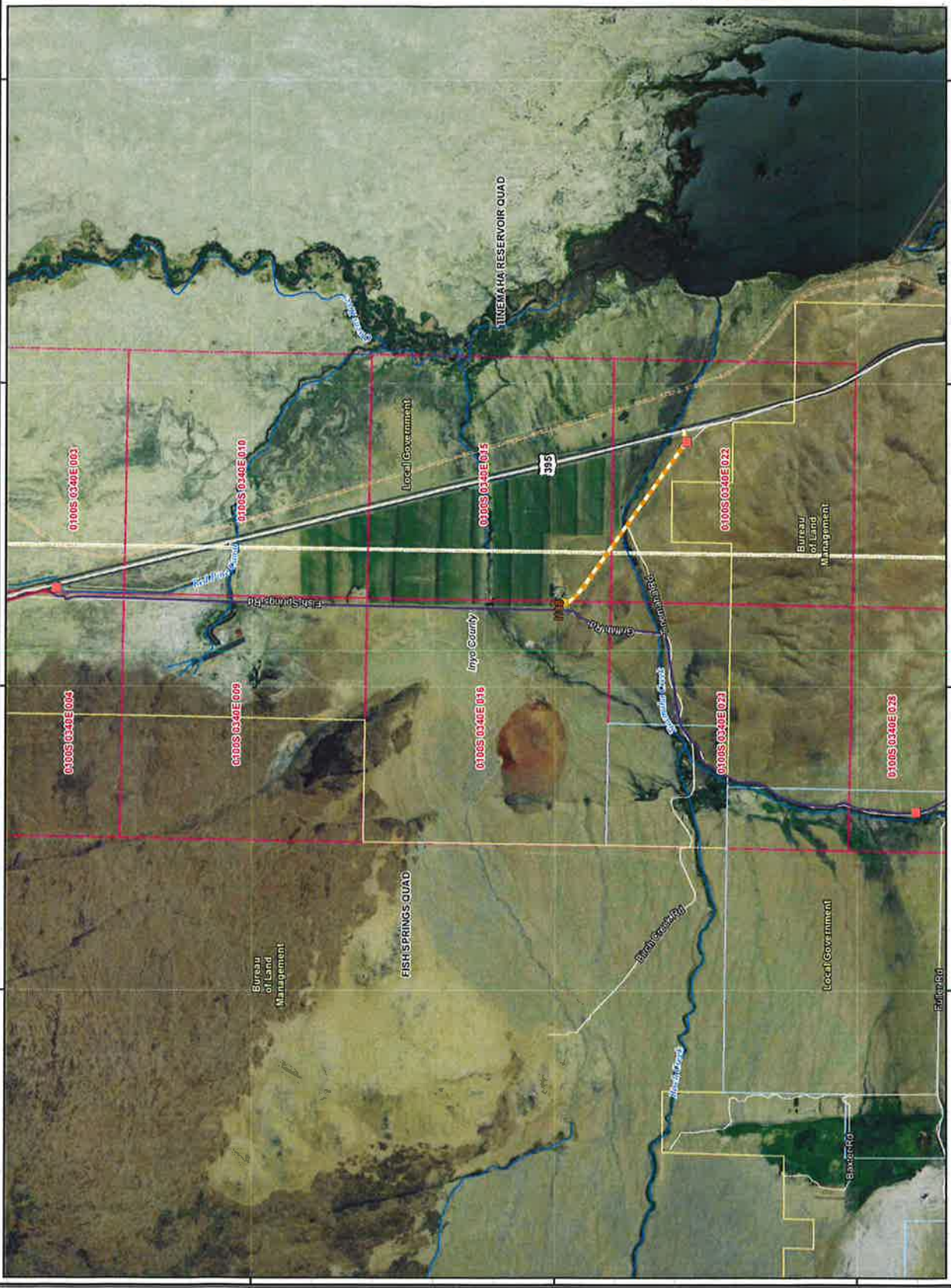
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CBC Digital 395

R06-Independence to Bishop-054

Legend

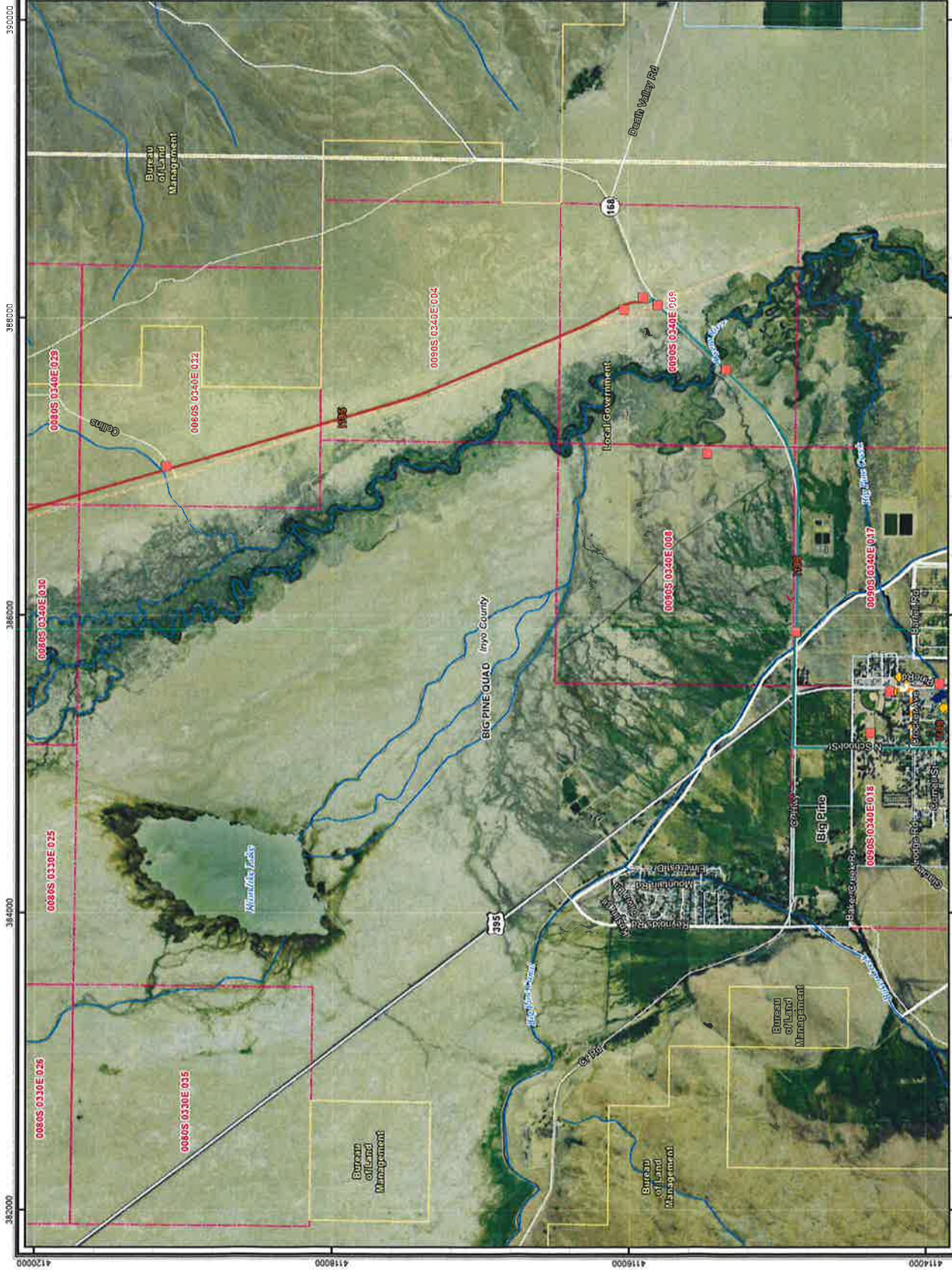
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
- Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
- Land Agency
 - DDO Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
- Desert Tortoise Critical Habitat
- Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
- Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
- Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
- Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
- Waterways
 - USGS 7.5' Quad
 - PLUS Index
 - City Limit



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07-07-11

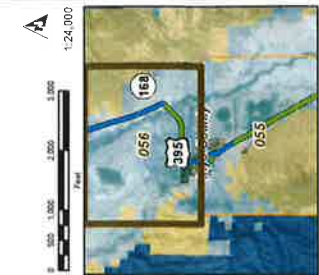


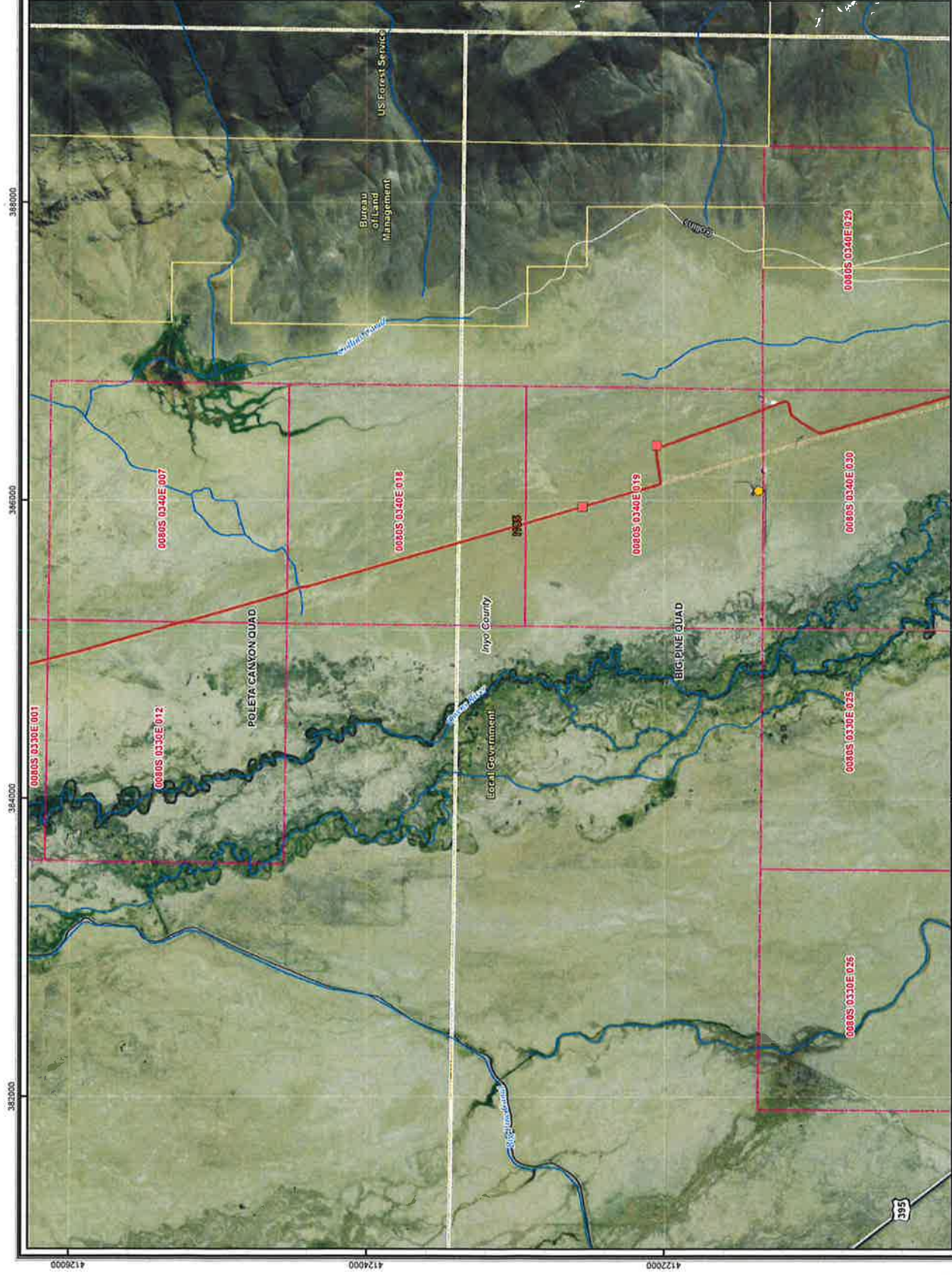


CBC Digital 395

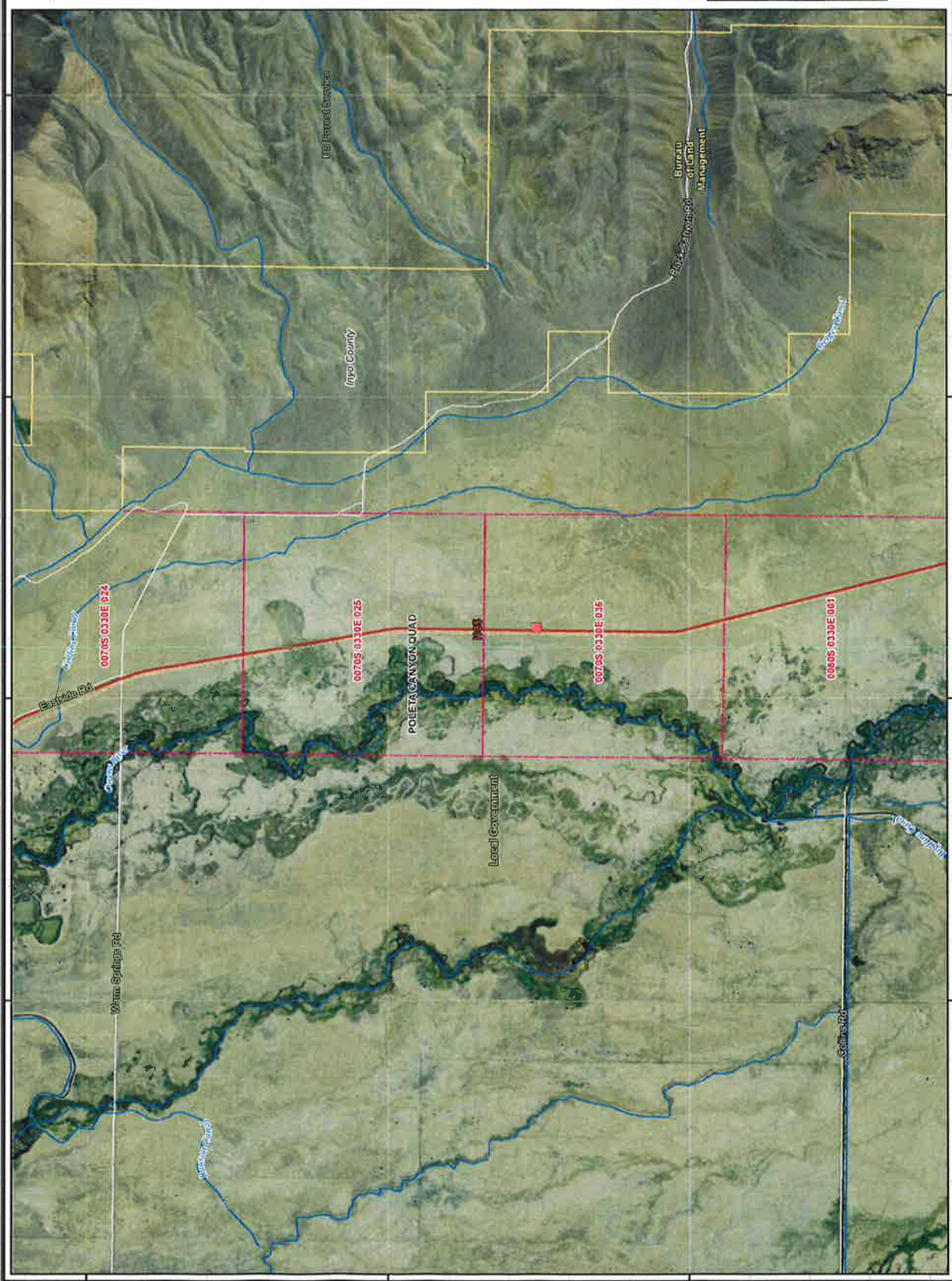
R06-Independence to Bishop-056

- Legend**
- Proposed Facility
 - Cablest
 - Nude Sldg
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - Distribution Line
 - Northbound Side
 - Southbound Side
 - Eastbound Side
 - Westbound Side
 - Non-Specific
 - Land Agency
 - National Park Service
 - DOI Land
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Proposed Grids
 - Not Detected, Preload Grids
 - Present, Preload Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit





382000 384000 386000 388000



CBC Digital 395
R06-Independence to Bishop-058

- Legend**
- Proposed Facility**
- Cabinet
 - Node Bldg
 - POL
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POL
- Distribution Line**
- West/Southbound Side
 - East/Northbound Side
 - Non-Specific
- Land Agency**
- BLM Land
 - National Park Service
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
- Desert Tortoise Critical Habitat**
- Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
- Mohave Ground Squirrel Records**
- Incidental Observations
 - Present
- Regional Surveys**
- Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - ASS Index
 - City Limit



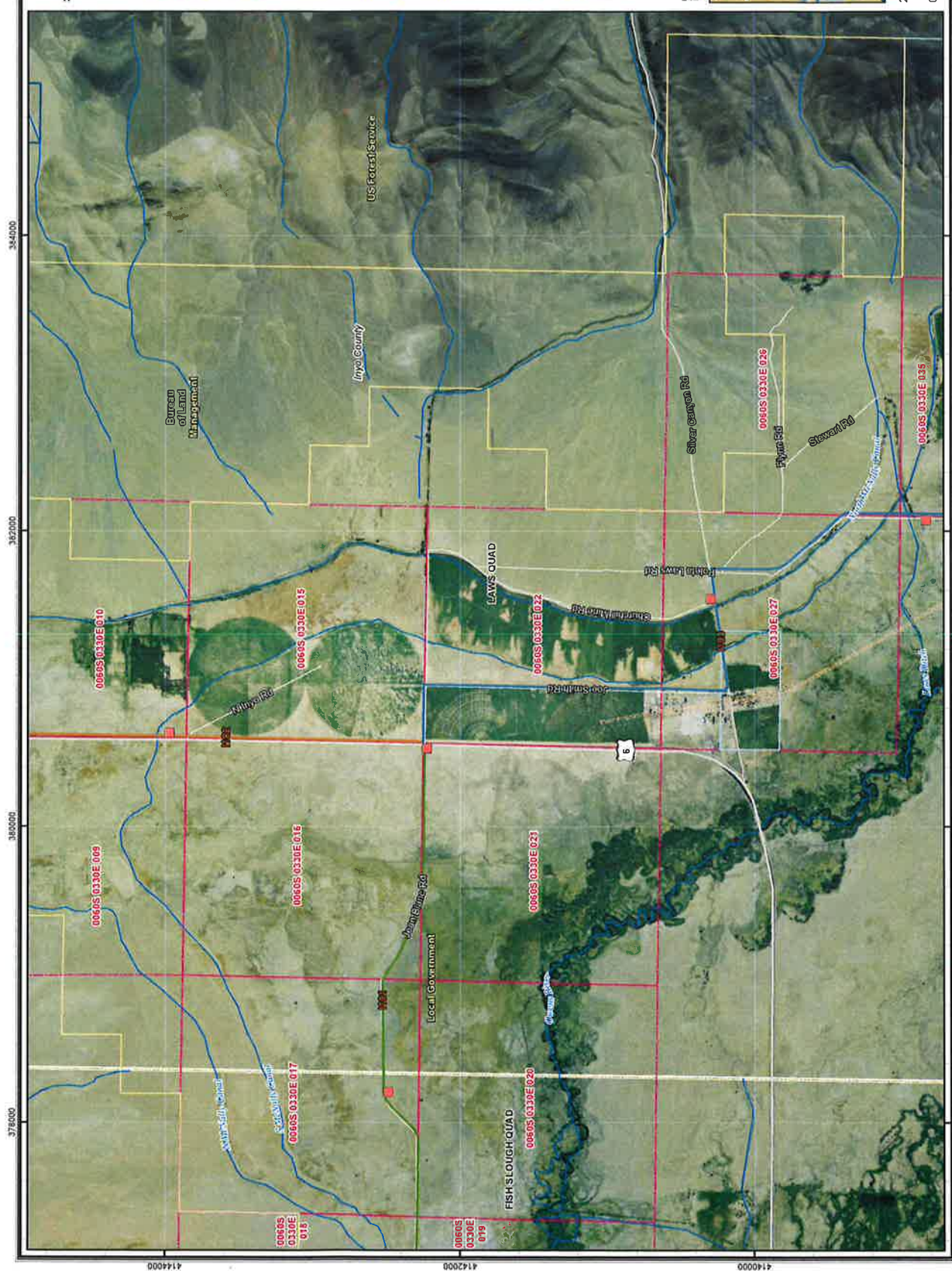
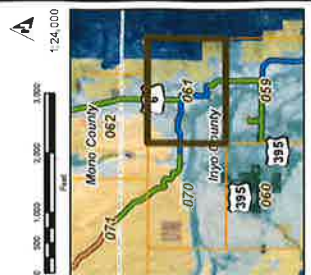


CBC Digital 395
R06-Independence to Bishop-060

- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POL
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - Distribution Line
 - POL
 - West/Southbound Side
 - East/Northbound Side
 - Land Agency
 - Non-Specific
 - DOO Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



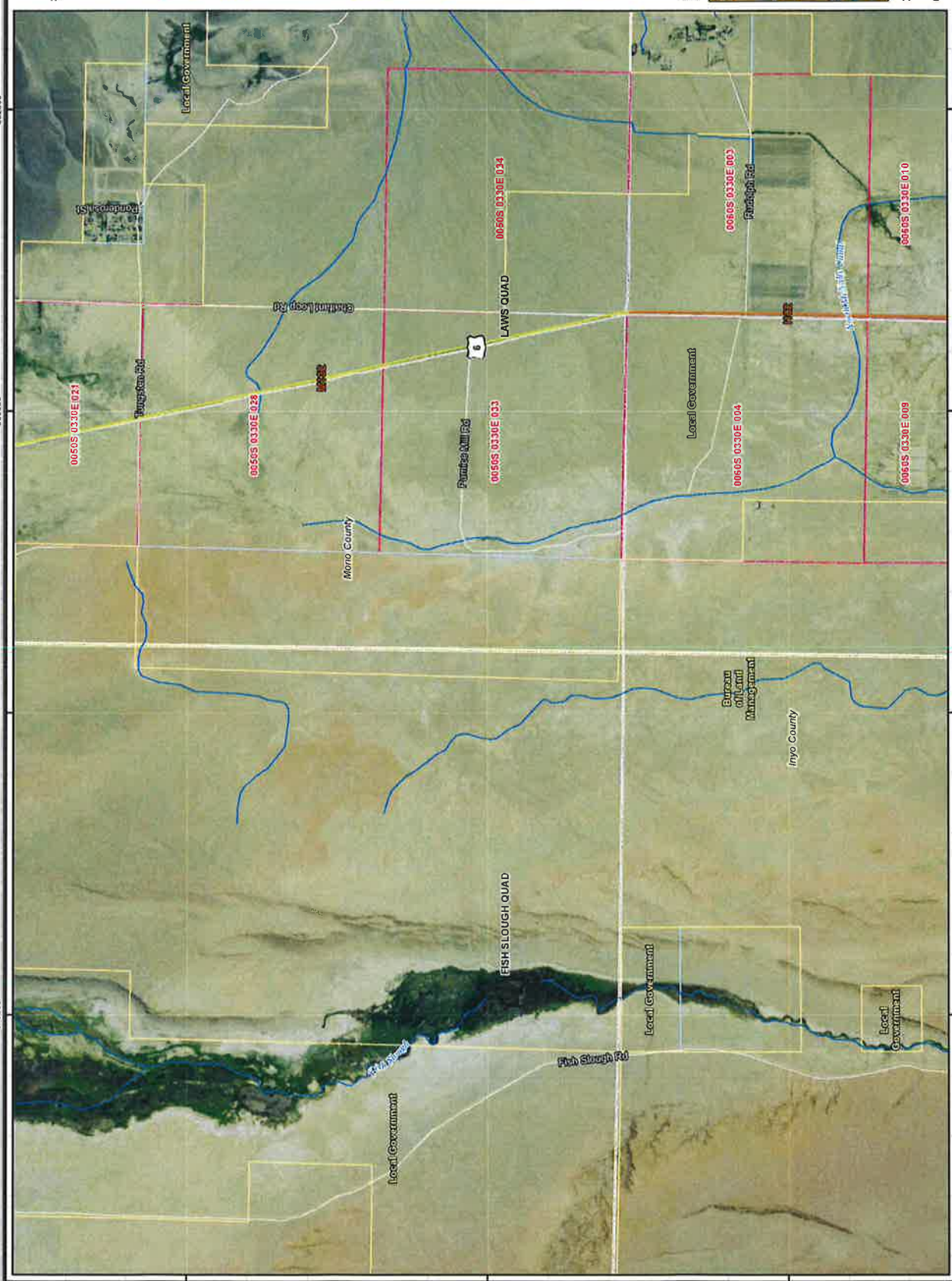
CBC Digital 395
R07-Bishop to Benton-061



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CBC Digital 395

R07-Bishop to Benton-062

- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - Manufacture/Bound Side
 - Earth/Bound Side
 - Non-Specific
 - Land Agency
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit

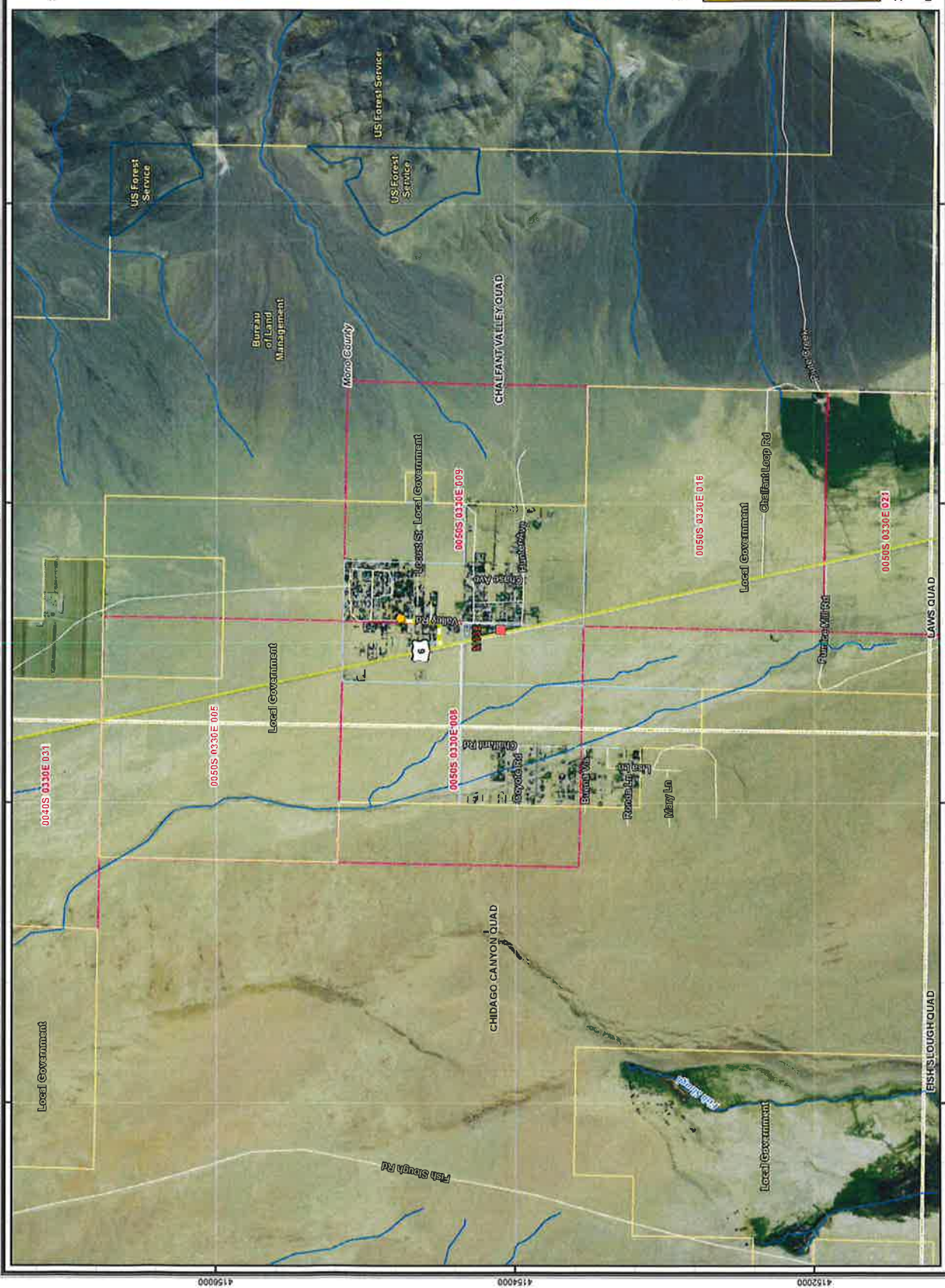


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CBC Digital 395

R07-Bishop to Benton-063

Legend

- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
- Staging Area
- Existing Facility
- Anchor
- POI
- Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
- Land Agency
 - National Park Service
 - DOC Land
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
- Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
- Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit

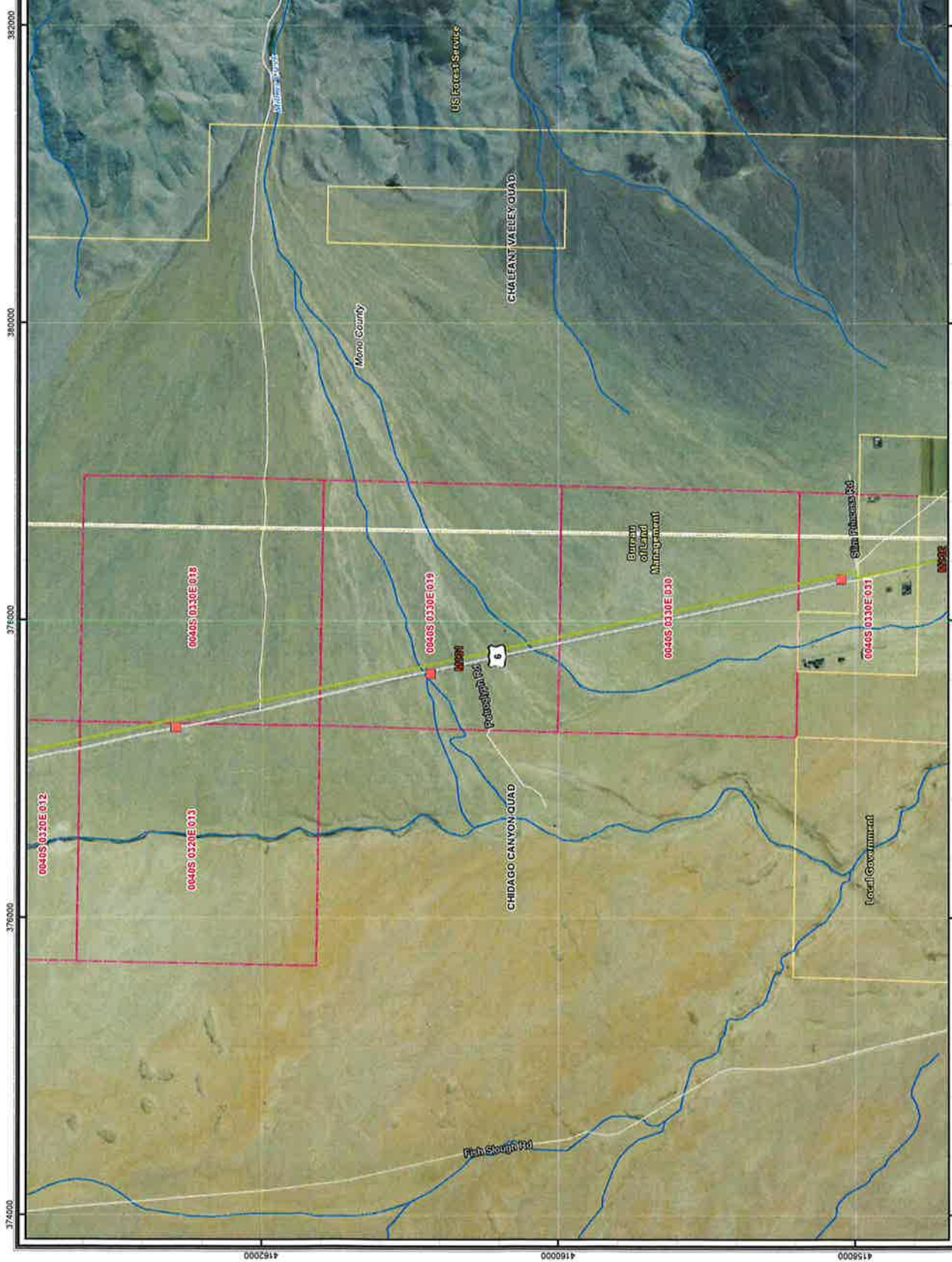


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Chambers Group Inc.



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4160000 4162000

CBC Digital 395

R07-Bishop to Benton-064

- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Slide
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - Distribution Line
 - POI
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - National Park Service
 - DOD Land
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Isolated Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5 Quad
 - PLSS Index
 - City Limit





378000

376000

374000

372000

4176000

4174000

4172000

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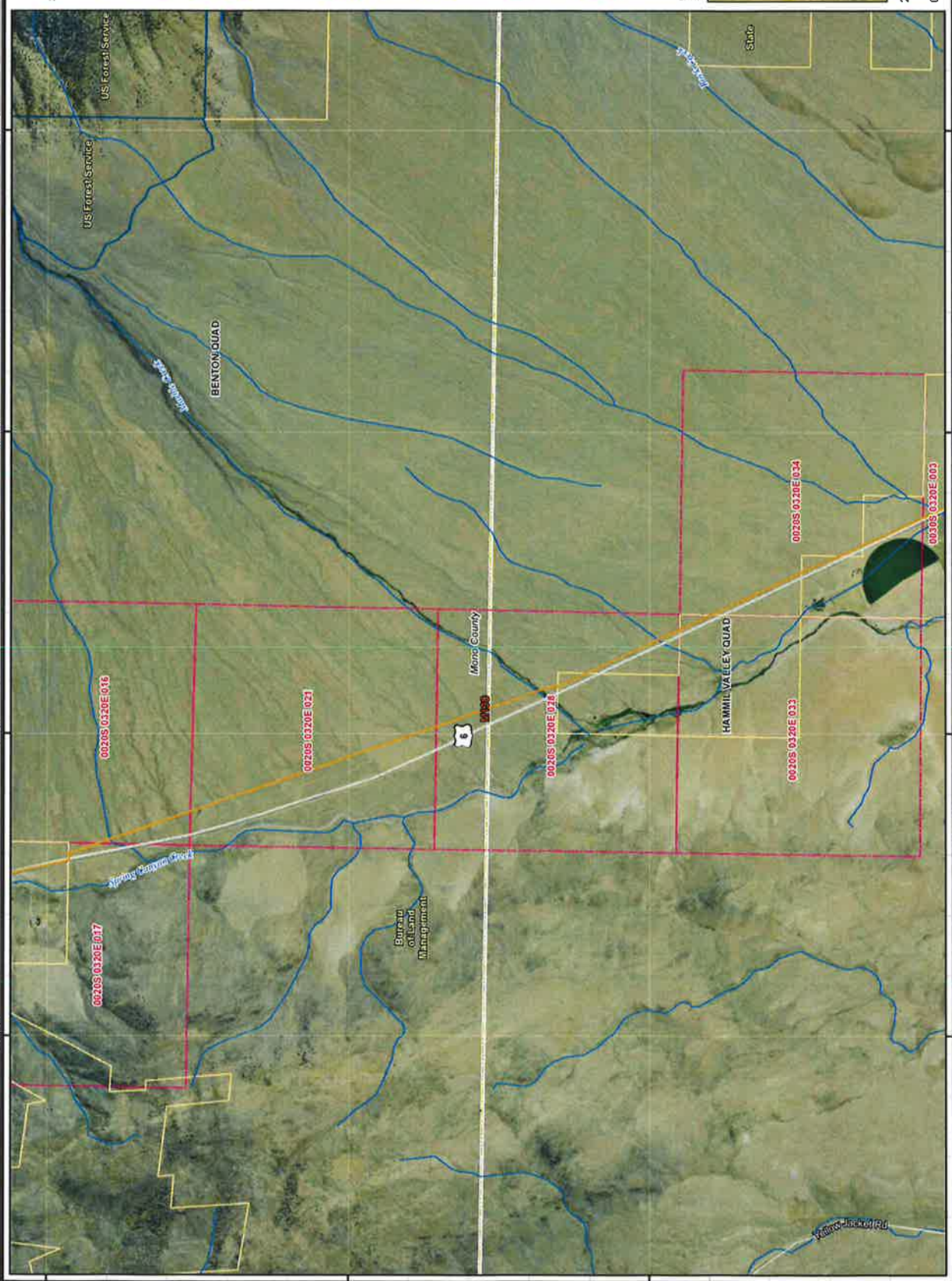


CBC Digital 395
R07-Bishop to Benton-066

- Legend**
- Proposed Facility
 - Cabinet
 - Node Blog
 - PCI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - PCI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DOC Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



370000 372000 374000 376000



CBC Digital 395

R07-Bishop to Benton-067

- Legend**
- Proposed Facility
 - Cabinet
 - Note Bldg
 - POI
 - Splice
 - Tower
 - Shaping Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mojave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mojave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



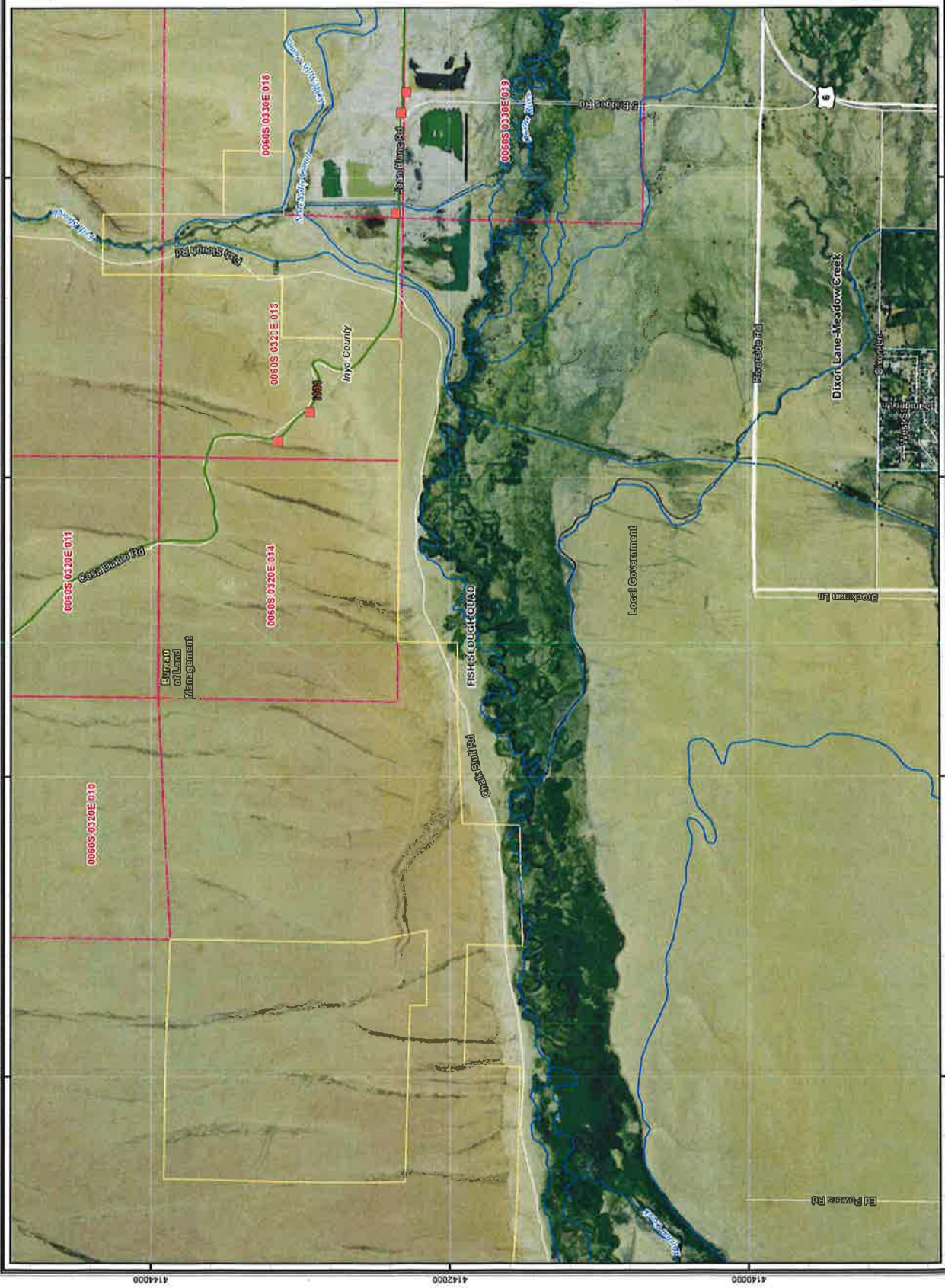


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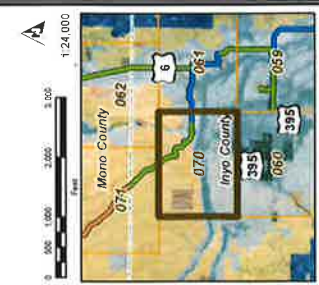
Legend

- Proposed Facility
 - Cabinet
 - Node Blog
 - POI
 - Salix
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
- Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
- Land Agency
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Forbear Critical Habitat
- Mohave Ground Squirrel
 - Known Populations:
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
- Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
- Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
- Mainways
 - USGS 7.5 Quad
 - PLSS Index
 - City Limit

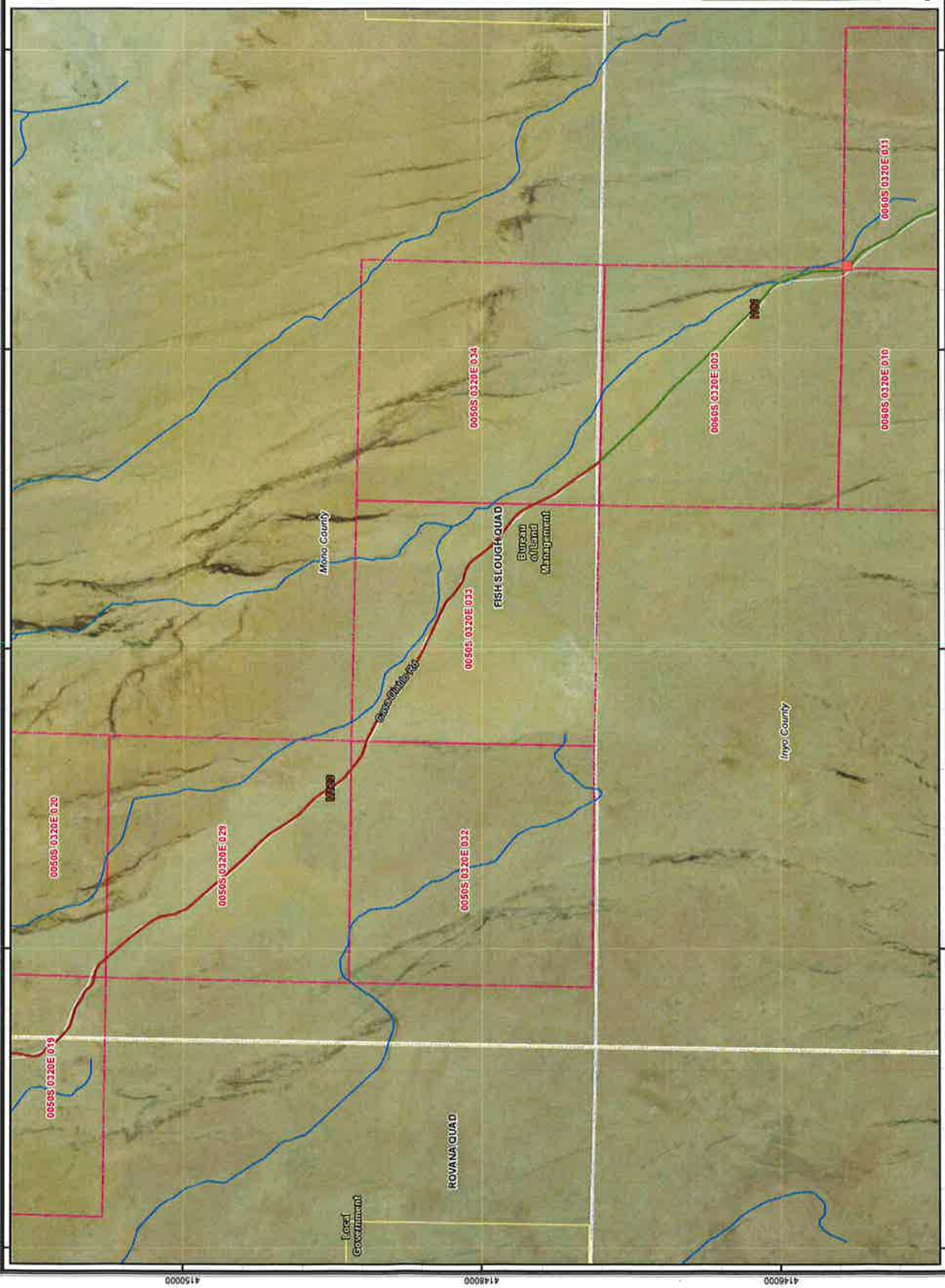




- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Southbound Side
 - Non-Specific
 - Land Agency
 - DOD Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Toads Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations:
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Water ways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



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R06-Bishop to Mammoth Lakes-071

- Legend**
- Proposed Facility:
 - Cablest
 - Noise Blog
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility:
 - Anchor
 - POI
 - Distribution Line:
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency:
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations:
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys:
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids:
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5 Quad
 - PLSS Index
 - City Limit



372000 370000 368000 366000 364000 4152000 4154000 4156000

CBC Digital 395

R08-Bishop to Mammoth Lakes-072

Legend

Proposed Facility

- Cabinet
- Note Bag
- POI
- Spoke
- Tower
- Staging Area
- Existing Facility
- Anchor

Distribution Line

- West/Southbound Side
- East/Northbound Side
- Non-Specific

Land Agency

- DOO Land
- National Park Service
- BLM Land
- USFS Land
- Bureau of Indian Affairs
- State Land
- Local Government

Desert Tortoise Critical Habitat

Mohave Ground Squirrel

Known Populations:

- Identified Core Areas
- Other Known Populations

Mohave Ground Squirrel Records

Incidental Observations

- Present

Regional Surveys

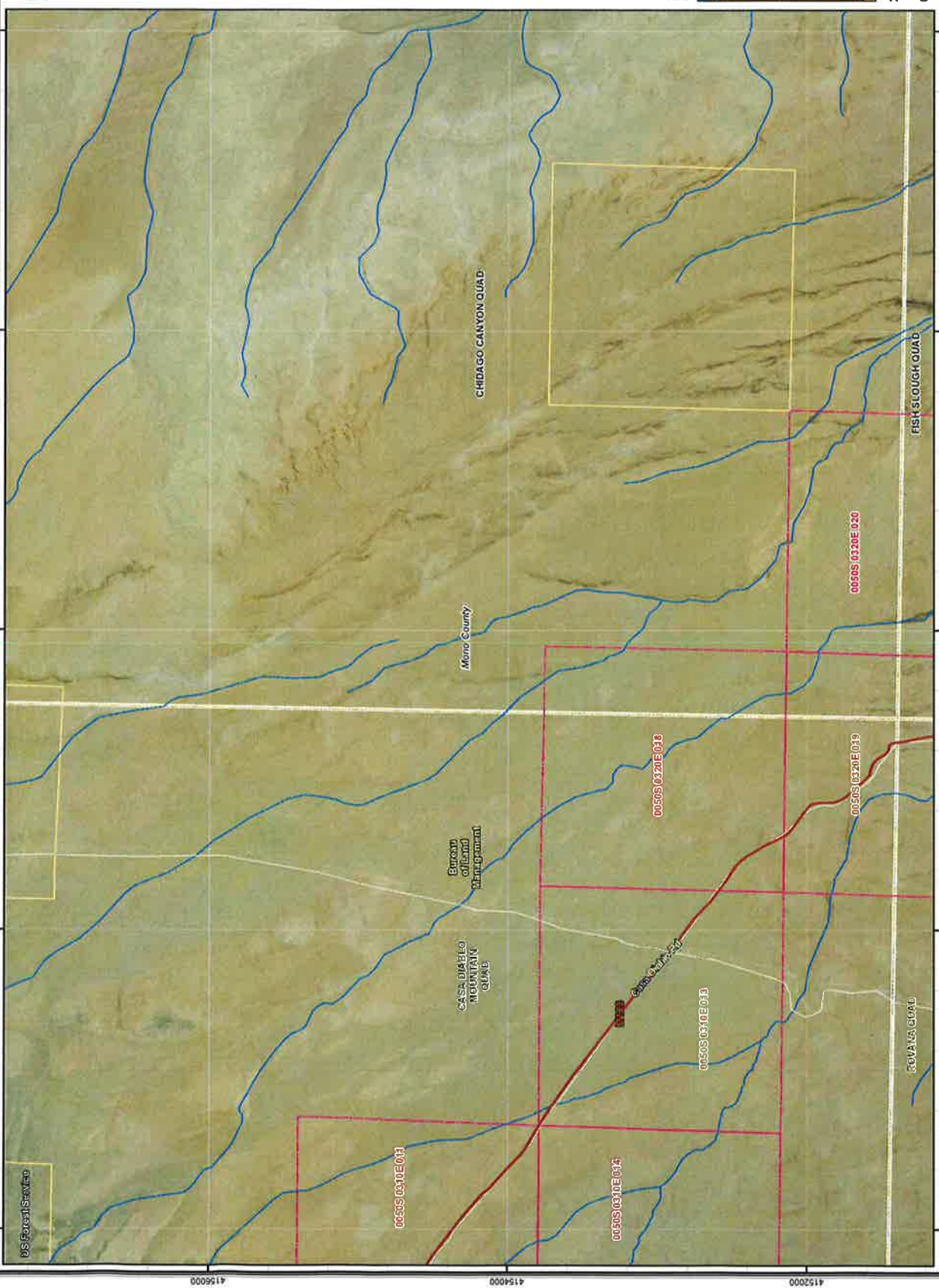
- Not Detected, Regional Surveys
- Present, Regional Surveys

Protocol Grids

- Not Detected, Protocol Grids
- Present, Protocol Grids

Watersheds

- USGS 7.5 Quad
- PLSS Index
- City Limit





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

August 20, 2024

Reference ID:
2024-634

Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of August 6, 2024 and special meeting of August 7, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

FISCAL IMPACT:

There is no funding impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Draft August 6, 2024 Minutes
2. Draft August 7, 2024 Minutes - Special Meeting

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 8/13/2024
Final Approval - 8/13/2024

MINUTES



County of Inyo Board of Supervisors

August 6, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on August 6, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

*Closed Session
Public Comment*

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Item Pulled

County Counsel Vallejo explained that the following item would be pulled from Closed Session for discussion at a later date: Item No. 2 **Conference with Legal Counsel - Anticipated Litigation - Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case.**

Closed Session

Chairperson Kingsley recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 3 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); 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, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Auditor-Controller Amy Shepherd, and Assistant Director of Budgets and General Services Denelle Carrington; No. 4 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Bishop, Independence, and Lone Pine Landfills. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment; No. 5 **Public Employment – Pursuant to Government Code §54957** – Title: Assistant County Administrator; and No. 6 **Conference with Legal Counsel – Initiation of Litigation - Pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9.** Name of case: Southern California Edison Company v. California State Board of Equalization, et al. Case number: 30-2024-01403215-CU-MC-CXC.

Open Session

Chairperson Kingsley recessed closed session and reconvened the meeting in open session at 10:05 a.m. with all Board members present.

Pledge of Allegiance

CAO Greenberg led the Pledge of Allegiance.

*Report on Closed
Session*

County Counsel Vallejo reported that the Board met under Item No. 2 and said that no action was taken that is required to be reported but the Board would continue closed deliberations for the same item later in the meeting.

*Update on Eastern
Sierra Tri-County
Fairgrounds*

Members of the Inyo County Tri-County Fairgrounds Board of Directors Joanne Parsons, Julie Waggoner, and Jaque Hickman provided a report and distributed a hand-out on the operational status of the fairgrounds given the recent audit and the resignation of CEO Jen McGuire.

Board members thanked volunteers for their dedication and acknowledged the contributions

of Jen McGuire during her time serving the community.

***Employee Service
Recognition***

The Board recognized the following employees who reached service milestones during the Second Quarter of 2024, many of whom were in attendance to receive their commemorative pins:

- Lars Erickson, 25 years, and Guadalupe Orozco, 5 years – Probation Department
- Jeff Roberts, 10 years – Information Services
- Alisha Hanson, 5 years – Assessor
- Danyel Dondero, 5 years, Greg Waters, 5 years, and John Kinney, 5 years – Public Works
- Fabiola Isidro, 5 years, Maria Martinez, 5 years, Jennifer Sargent, 5 years, Andrew Wilkinson, 5 years, and Sheila Turner, 5 years – Health & Human Services
- Lidia Schultz, 5 years – District Attorney

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, Oscar Maciel, and Joseph Beaton.

***County Department
Reports***

Public Works Director Mike Errante provided updates on the road and bridge repairs, and the Lone Pine sidewalk and Courthouse HVAC projects.

Clerk-Recorder Danielle Sexton provided information on election deadlines.

***Clerk of the Board –
Approval of Minutes***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meeting of July 9, 2024, and special meeting of July 23, 2024. Motion carried unanimously.

***CAO-Emergency
Services –
Meeting Owl MOU***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the Memorandum of Understanding between Inyo County and the Independence Fire Safe Council for custody and maintenance of the Meeting Owl 3. Motion carried unanimously.

***CAO-Personnel –
Atkinson, Loya, Ruud,
& Romo Legal Services
Contract***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve the contract between the County of Inyo and Atkinson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, for an amount not to exceed \$420,000 for the term July 1, 2024 through June 30, 2025, contingent upon the Board's adoption of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement. Motion carried unanimously.

***HHS-Behavioral
Health –
North American Mental
Health Services
Contract***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve the contract between the County of Inyo and North American Mental Health Services of Redding, CA for the provision of mental health tele-psychiatry services in an amount not to exceed \$190,800 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and Business Associate Agreement. Motion carried unanimously.

***HHS-Behavioral
Health –
Advocates for Human
Potential Contract***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the contract between the County of Inyo and Advocates for Human Potential of Sudbury, MA for the provision of Behavioral Health Bridge Housing program services in an amount not to exceed \$1,488,504.00 for the period of January 11, 2024, to June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign. Motion carried unanimously.

***HHS-Health &
Prevention –
California Department
of Public Health Grant
Award***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve the California HIV Surveillance Program Grant Agreement between the County of Inyo and the California Department of Public Health for the provision of local HIV surveillance activities with funding amount up to \$21,935 for the period of July 1, 2024 through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the Health and Human Services Director to sign the agreement, Contractor Certification Clause, and California Civil Rights Laws Attachment. Motion carried unanimously.

***Public Works –
Laws Avenue Street
Closure***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve a road closure on Laws Avenue in Keeler on August 17, 2024, between noon and midnight for a private celebration. Motion carried unanimously.

***Assistant Clerk of the
Board –
California Fish &
Wildlife Follow-Up
Correspondence***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize the Inyo County Fish & Wildlife Commission to send a follow-up letter to the State Fish & Game Commission regarding mountain lion predation of mule deer and endangered Sierra Nevada Bighorn Sheep, and possibly send a similar letter from the Board of Supervisors. Motion carried unanimously.

***CAO-Emergency
Services –
Community Wildfire
Protection Plan/
Reso. No. 2024-23***

Inyo County Wildfire Preparedness Coordinator Kristen Pfeiler presented the final Community Wildfire Protection Plan for Inyo County, which she explained was developed with widespread collaboration and community input. She also described specific efforts to implement some of the measures highlighted in the plan. Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve Resolution No. 2024-23, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting the Community Wildfire Protection Plan," and authorize the Chairperson to sign. Motion carried unanimously.

***CAO –
Aspendell Parcel
Divestment/
Reso. No. 2024-24***

Deputy CAO Meaghan McCamman brought forth a request to divest a sliver of County-owned property adjacent to property of the Aspendell Mutual Water Company so that the latter can expand its work area. Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Approve Resolution No. 2024-24, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Declaring Certain County Owned Property Exempt Surplus Land Pursuant to the California Surplus Land Act," and authorize the Chairperson to sign;
- B) Direct staff to complete the Surplus Land Act exemption process by submitting the resolution to the California Department of Housing and Community Development, and offering the land to the adjacent property owner, the Aspendell Mutual Water Company; and
- C) Consistent with Government Code section 25526.5, find that the requirement of the County's Real Property Management Policy to offer the parcel to other public agencies will not further the purpose of the policy, waive the policy, and direct the CAO to enter directly into negotiations with the Aspendell Mutual Water Company for the sale of said property and return to the Board with a purchase and sale agreement accordingly.

Motion carried unanimously.

Aspendell Mutual Water Company representative Dave Tanksley thanked the Board and staff.

***Clerk-Recorder-
Elections –
Owens Valley Unified
School
District/Resolution
#2324-003***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Order consolidation of the election for the Measure provided within Resolution #2324-003 from the Owens Valley Unified School District with the November 5, 2024 General Election, including the canvass of the election results, in accordance with Elections Code Division 10, Part 3. (EC 10400-10418); and
- B) Direct the County Auditor to review the measure and determine if the substance of the County ballot measure, if adopted, would affect the revenues or expenditures of the County (EC 9160(c)).

Motion carried unanimously.

***Clerk-Recorder-
Elections –
Lone Pine School
District/Resolution
#2023-24-10***

Moved by Supervisor Kingsley and seconded by Supervisor Roeser to:

- A) Order consolidation of the election for the Measure provided within Resolution 2023-24-10 from the Lone Pine Unified School District with the November 5, 2024 General Election, including the canvass of the election results, in accordance with Elections Code Division 10, Part 3. (EC 10400-10418); and
- B) Direct the County Auditor to review the measure and determine if the substance of the County ballot measure, if adopted, would affect the revenues or expenditures of the County (EC 9160(c)).

**Clerk-Recorder-
Elections –
Bishop Unified School
District/Resolution
#24-25-03**

Motion carried unanimously.

Moved by Supervisor Orrill and seconded by Supervisor Griffiths to:

- A) Order consolidation of the election for the Measure provided within Resolution 24-25-03 from the Bishop Unified School District with the November 5, 2024 General Election, including the canvass of the election results, in accordance with Elections Code Division 10, Part 3. (EC 10400-10418); and
- B) Direct the County Auditor to review the measure and determine if the substance of the County ballot measure, if adopted, would affect the revenues or expenditures of the County (EC 9160(c)).

Motion carried unanimously.

**Clerk-Recorder-
Elections –
Bishop Unified School
Facilities Improvement
District/ Resolution
#24-25-02**

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:

- A) Order consolidation of the election for the Measure provided within Resolution 24-25-02 from the Bishop Unified School District with the November 5 2024 General Election, including the canvass of the election results, in accordance with Elections Code Division 10, Part 3. (EC 10400-10418); and
- B) Direct the County Auditor to review the measure and determine if the substance of the County ballot measure, if adopted, would affect the revenues or expenditures of the County (EC 9160(c)).

Motion carried unanimously.

**CAO –
Inyo County Telework
Policy**

Assistant Personnel Director Keri Oney and CAO Greenberg provided a brief overview of the Inyo County Telework Policy and answered several questions from Board members, County employees, and constituents. Greenberg explained that fewer than one-fourth of the County's workforce will be eligible for telework and they still have to receive approval from their supervisors – so a sweeping implementation is not being proposed. Oney also noted the methodical, careful approach staff took in preparing the policy to meet the concerns of the Board and department heads, some of whom were concerned about inequity with the program. The Board expressed concern about maintaining service delivery. Supervisor Griffiths noted that if the policy proves problematic, the Board will not want to continue it.

Public comment was received from Treasurer-Tax Collector Alisha McMurtrie, Lauralyn Hundley, Auditor-Controller Amy Shepherd, and Will Wadelton.

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the Inyo County Telework Policy, with staff directed to publicly encourage constituents to report concerns with service delivery, and to provide a status report in six months. Motion carried 4-1 with Supervisor Orrill voting no.

Recess/Reconvene

The Chairperson recessed the regular Board meeting to return to closed session at 1:58 p.m. and reconvened the meeting in open session at 5:02 p.m. with all Board members present.

**Report on Closed
Session**

County Counsel Vallejo reported that there was no subsequent action taken that is required to be reported by law.

Adjournment

The Chairperson adjourned the meeting at 5:02 p.m. to 9:00 a.m. Tuesday, August 7, 2024, in the County Administrative Center in Independence.

Attest: **NATE GREENBERG**
Clerk of the Board

Chairperson, Inyo County Board of Supervisors

by: _____
Darcy Ellis, Assistant

MINUTES



County of Inyo Board of Supervisors

August 7, 2024

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 9:05 a.m., on August 7, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

Pledge of Allegiance Supervisor Orrill led the Pledge of Allegiance.

***CAO –
FY 2024-2025 Budget
Workshop*** CAO Greenberg, Assistant Director of Budget and General Services Denelle Carrington, and Auditor-Controller Amy Shepherd engaged in a budget workshop with the Board, department heads, and other staff. They discussed the budget process and philosophies, the big-picture budget position, personnel requests, strategic priorities and special projects.

Recess/Reconvene The Chairperson recessed the meeting at 10:36 a.m. and reconvened the meeting at 10:50 a.m. with all Board members present.

***CAO –
FY 2024-2025 Budget
Workshop*** Board members and staff continued their discussion of the FY 24-25 picture. Public comment was received from Linda Chaplin.

Adjournment The Chairperson adjourned the meeting at 12:00 p.m. to 8:30 a.m. Tuesday, August 20, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

*by: _____
Darcy Ellis, Assistant*



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

August 20, 2024

Reference ID:
2024-179

Approval of Eastern Sierra Area Agency on Aging Area Service Plan

Health & Human Services - ESAAA

ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

Morningstar Willis-Wagoner, Deputy Director, Public Assistance and Aging

RECOMMENDED ACTION:

- A) Approve the 2024-2028 Area Plan for Services for Planning and Services Area 16 (Inyo and Mono Counties);
- B) Set the minimum percentages for the subcategory of Supportive Services as recommended by the Advisory Council (50% for access, 10% for legal services, and 5% for in-home services);
- C) Authorize the Chairperson to sign the required Transmittal Letter; and
- D) Authorize Area Agency Director to sign the required Transmittal Letter.

BACKGROUND / SUMMARY / JUSTIFICATION:

Every four years, the Eastern Sierra Area Agency on Aging (ESAAA) is required to conduct an extensive needs assessment of regional seniors (including those living in long-term care facilities, as well as the needs of caregivers), and subsequently prepare a Four-Year Plan for service provision in the Planning and Service Area (PSA) of Inyo and Mono Counties. The development of the Plan and the prioritization and targeting of services is informed by an analysis of the Needs Assessment and the population density of the target population, including how high priority populations such as low-income, isolated seniors are disbursed throughout the PSA. Issues such as geographical service area size, including time and distance required to provide services, is also considered.

The Needs Assessment analysis, as well as the population demographics, information on how priority populations are disbursed throughout the region, and the service penetration rate based on utilization trends, were reviewed at the April 19, 2024 public hearing held during the ESAAA Advisory Council meeting. Based on the data points provided, the Advisory Council voted to recommend maintaining the same minimum percentage levels of 50% for access, which provides transportation (bus passes), assisted transportation, and information and assistance; 10% for legal services; and 5% for in-home services, which are provided in the PSA with telephone reassurance calls.

Although the allocation for the supportive services funding (Title IIIB) is less than \$100,000 for FY 2024-2028, the Advisory Council voted to also recommend maintaining the funding level for legal services above 10% to ensure issues such as appeals for benefits and assistance with evictions and other financial issues can be provided, given that slightly over 30% of needs assessment survey respondents identified a lack of financial resources as a concern. The Advisory Council continued to recommend

focusing the access monies on transportation and assisted transportation in addition to the information and assistance services, given that accessing medical care and other critical services remained a primary concern. Finally, with regard to in-home services, they recognized the challenge of meeting the physical care needs through in-home provision of services with such a small allocation and noted that most of those services are available through the In-Home Supportive Services (IHSS) program, and not through ESAAA. Because in-home is a required category of service, the Advisory Council again recommended that Telephone Reassurance be provided as the in-home service throughout the PSA.

During the Advisory Council meeting, the drafted Four-Year plan was presented and there was discussion regarding In-home services and Legal Services and meeting the needs of the community. Input from the Public Hearing was incorporated into the plan, where appropriate. The Department is now respectfully requesting your Board's approval of the plan for submission to the California Department of Aging.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Aging)	Budget Unit	683000
Budgeted?	Yes	Object Code	4499 and 4552
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
This plan is required to be able to draw down the State and Federal monies allocated to the senior program.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to modify the area plan and/or not approve the plan. This is not recommended as the plan content has been reviewed and vetted and if the plan was not approved, the Eastern Sierra Area Agency on Aging will be out of compliance with State requirements for funding.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mono County Social Services; California Indian Legal Services

ATTACHMENTS:

1. ESAAA 4-Year Service Area Plan

APPROVALS:

Tyler Davis	Created/Initiated - 3/4/2024
Darcy Ellis	Approved - 3/9/2024
Tyler Davis	Approved - 7/15/2024
Morningstar Willis-Wagoner	Approved - 7/31/2024
Anna Scott	Approved - 8/7/2024
Melissa Best-Baker	Approved - 8/9/2024
Grace Chuchla	Approved - 8/9/2024
John Vallejo	Approved - 8/9/2024
Amy Shepherd	Approved - 8/9/2024
Nate Greenberg	Final Approval - 8/10/2024

TRANSMITTAL LETTER
2024-2028 Four Year Area Plan/ Annual Update
Check one: ☒ **FY 24-25** ☐ **FY 25-26** ☐ **FY 26-27** ☐ **FY 27-28**

AAA Name: Eastern Sierra Area Agency on Aging

PSA 16

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

1. Matt Kingsley
(Type Name)

Signature: Governing Board Chair ¹

Date

2. Sandra Lund
(Type Name)



Signature: Advisory Council Chair

7/19/24

Date

3. Anna Scott
(Type Name)

Signature: Area Agency Director

Date

¹ Original signatures or electronic signatures are required.

**Eastern Sierra Area Agency on Aging
(ESAAA)
for
Planning & Service Area (PSA) 16**

2024-2028 AREA PLAN FOR SERVICES

*Submitted by
The Eastern Sierra Area Agency on Aging (ESAAA) Program
of the
Inyo County Health and Human Services Department
1360 N Main St. Suite 114
Bishop, CA 93514
760 873-3305*

*Inyo County Board of Supervisors/ESAAA Governing Board Chairperson Matt Kingsley
ESAAA Advisory Council Chairperson Sandra Lund
ESAAA Director Anna Scott
ascott@inyocounty.us*

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OVERVIEW

Purpose

Area Plan Guidance Part II: Format and Templates includes all forms referenced in Part I: Instructions and References.

Regulation

In accordance with the Older Americans Act (OAA) Reauthorization Act of 2020, Sections 306(a) and 307(a)(1), Area Plans shall be submitted in a uniform format specified by the State Agency. The forms and templates contained in this document constitute the required Area Plan format.

In the event of an amendment to the OAA during the Fiscal Year (FY) 2024-2028 Area Plan cycle, CDA will issue a Program Memo (PM) describing the changes and provide relevant guidance and any necessary form and template changes pertaining to the Area Plan.

Content

The following components comprise the Area Plan:

- Area Plan Required Components Checklist – found in Part II.
- Transmittal Letter – found in Part II.
- Sections 1 – 19 (The Area Plan) as delineated in Part II.
- Additional Instructions, Information and Logistics – the end of Part I.

2024-2028 4-YEAR AREA PLAN REQUIRED COMPONENTS CHECKLIST

**To ensure all required components are included, "X" mark the far-right column boxes.
Enclose a copy of the checklist with your Area Plan; *submit this form with the Area Plan
due 5-1-24 only***

Section	Four-Year Area Plan Components	4-Year Plan
TL	Transmittal Letter – <i>Can be electronically signed and verified, email signed letter or pdf copy of original signed letter can be sent to areaplan@aging.ca.gov</i>	<input type="checkbox"/>
1	Mission Statement	<input checked="" type="checkbox"/>
2	Description of the Planning and Service Area (PSA)	<input checked="" type="checkbox"/>
3	Description of the Area Agency on Aging (AAA)	<input checked="" type="checkbox"/>
4	Planning Process & Establishing Priorities & Identification of Priorities	<input checked="" type="checkbox"/>
5	Needs Assessment & Targeting	<input checked="" type="checkbox"/>
6	Priority Services & Public Hearings	<input checked="" type="checkbox"/>
7	Area Plan Narrative Goals and Objectives:	<input checked="" type="checkbox"/>
7	Title IIIB Funded Program Development (PD) Objectives	<input checked="" type="checkbox"/>
7	Title IIIB Funded Coordination (C) Objectives	<input checked="" type="checkbox"/>
7	System-Building and Administrative Goals & Objectives	<input checked="" type="checkbox"/>
8	Service Unit Plan (SUP) and Long-Term Care Ombudsman Outcomes	<input checked="" type="checkbox"/>
9	Senior Centers and Focal Points	<input checked="" type="checkbox"/>
10	Title III E Family Caregiver Support Program	<input checked="" type="checkbox"/>
11	Legal Assistance	<input checked="" type="checkbox"/>
12	Disaster Preparedness	<input checked="" type="checkbox"/>
13	Notice of Intent to Provide Direct Services	<input checked="" type="checkbox"/>
14	Request for Approval to Provide Direct Services	<input checked="" type="checkbox"/>
15	Governing Board	<input checked="" type="checkbox"/>
16	Advisory Council	<input checked="" type="checkbox"/>
17	Multipurpose Senior Center Acquisition or Construction Compliance Review	<input checked="" type="checkbox"/>
18	Organization Chart	<input checked="" type="checkbox"/>
19	Assurances	<input checked="" type="checkbox"/>

AREA PLAN UPDATE (APU) CHECKLIST

Check one: ☐ FY25-26 ☐ FY 26-27 ☐ FY 27-28

Use for APUs only

AP Guidance Section	APU Components (Update/Submit A through G) ANNUALLY:	Check if Included
n/a	A) Transmittal Letter- (submit by email with electronic or scanned original signatures)	<input type="checkbox"/>
n/a	B) APU- (submit entire APU electronically only)	<input type="checkbox"/>
2, 3, or 4	C) Estimate- of the number of lower income minority older individuals in the PSA for the coming year	<input type="checkbox"/>
6	D) Priority Services and Public Hearings	<input type="checkbox"/>
n/a	E) Annual Budget, should match Org. Chart	<input type="checkbox"/>
8	F) Service Unit Plan (SUP) and LTC Ombudsman Program Outcomes	<input type="checkbox"/>
11	G) Legal Assistance	<input type="checkbox"/>

AP Guidance Section	APU Components (To be attached to the APU) ➤ <i>Update/Submit the following only if there has been a CHANGE to the section that was not included in the 2024-2028 Area Plan:</i>	Mark C for Changed	Mark N/C for Not Changed
1	Mission Statement	<input type="checkbox"/>	<input type="checkbox"/>
5	Needs Assessment/Targeting	<input type="checkbox"/>	<input type="checkbox"/>
7	AP Narrative Objectives:	<input type="checkbox"/>	<input type="checkbox"/>
7	• System-Building and Administration	<input type="checkbox"/>	<input type="checkbox"/>
7	• Title IIIB-Funded Programs	<input type="checkbox"/>	<input type="checkbox"/>
7	• Title IIIB-Program Development/Coordination (PD or C)	<input type="checkbox"/>	<input type="checkbox"/>
7	• Title IIIC-1 or Title IIIC-2	<input type="checkbox"/>	<input type="checkbox"/>
7	• Title IIID-Evidence Based	<input type="checkbox"/>	<input type="checkbox"/>
7	• HICAP Program	<input type="checkbox"/>	<input type="checkbox"/>
9	Senior Centers and Focal Points	<input type="checkbox"/>	<input type="checkbox"/>
10	Title IIIE-Family Caregiver Support Program	<input type="checkbox"/>	<input type="checkbox"/>
12	Disaster Preparedness	<input type="checkbox"/>	<input type="checkbox"/>
13	Notice of Intent to Provide Direct Services	<input type="checkbox"/>	<input type="checkbox"/>
14	Request for Approval to Provide Direct Services	<input type="checkbox"/>	<input type="checkbox"/>
15	Governing Board	<input type="checkbox"/>	<input type="checkbox"/>
16	Advisory Council	<input type="checkbox"/>	<input type="checkbox"/>
17	Multipurpose Senior Center Acquisition or Construction	<input type="checkbox"/>	<input type="checkbox"/>
18	Organizational Chart(s) (Must match Budget)	<input type="checkbox"/>	<input type="checkbox"/>
19	Assurances	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 1. MISSION STATEMENT

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

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

SECTION 2. DESCRIPTION OF THE PLANNING AND SERVICE AREA (PSA)

Planning and Service Area (PSA) 16, which includes the Counties of Inyo and Mono, is located at the eastern edge of California, approximately midway between the northern and southern boundaries of the state. The two-county area is a long triangle of which Mono County forms the apex and Inyo County the base. The east side of the triangle comprises about 300 miles of the California-Nevada border. Kern, San Bernardino, Fresno, Tulare and Alpine Counties share borders on the north, south and west. Total area exceeds 13,000 square miles. The total year-round population is approximately 31,593, but visitors and second homeowners double this at certain times of the year. The total aging population, based on most recent census data, is approximately 9,293 individuals aged 60 and older.

Resources are targeted based upon the Older Americans Act priority populations, looking not just at age distribution but also at issues of poverty, isolation, frailty, HIV status, and cultural/social isolation. These priority populations are distributed across the PSA with higher percentage of distribution in Inyo County. Close to 12% of our population is isolated geographically with 63% of those individuals residing in the Inyo County area. Approximately 5,351 individuals are eligible for Medi Cal, a significant increase from prior year projections, with approximately 3,551 considered low-income. The majority of low-income people over the age of 60, approximately 75%, also reside in Inyo County. Our minority population consists primarily of Native American and Latino community members. The number of persons living with HIV in the PSA is less than 1% with the majority (~70%) residing in Inyo County (2022 Data from California Department of Public Health). Extrapolating demographic information such as the number of individuals ages 60 or older is suppressed as this could potentially provide identify markers.

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

communities of Mono County. Small pockets of population also are found along Highway 6 in Mono County and, in Inyo County, east of the Death Valley National Park boundary.

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

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

- those funded through Social Services such as In-Home Supportive Services and Adult Protective Services
- those funded through Social Services Realignment and the Registered Dietician/WIC

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

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

The Eastern Sierra Area Agency on Agency (ESAAA), re-formed in June of 2012 under the governance of the Inyo County Board of Supervisors, is organized within the Inyo County Health and Human Services Department. The ESAAA Director, also the Health and Human Services (HHS) Director, reports directly to the ESAAA Governing Board, which is also the Inyo County Board of Supervisors. Within the Inyo County Health and Human Services (HHS) Department, the Eastern Sierra Area Agency on Aging (ESAAA) is the lead aging services program within the Public Assistance and Aging division.

The HHS Department is the largest department within the structure of the County of Inyo and is the largest lead agency within Inyo County for providing services to older adults. The HHS/ESAAA *leadership* role in serving local residents is implemented through

Regular discussion and updates to the Inyo County Board of Supervisors/ESAAA Governing Board

- Quarterly planning with the leadership of, and coordination of services systems between and among ESAAA, Social Services, Behavioral Health, Public Health and Prevention
- Technical assistance as needed to contracted agencies and routine monitoring visits, including desk reviews as appropriate.
- Bi-annual coordination of care with executives of local hospitals, residential care facilities, Toiyabe Indian Health Care, and other health care entities

- Annual coordination of care with local transit officials
- At least quarterly presentations and discussions with the ESAAA Advisory Council

Promotion of the involvement of older individuals, adults with disabilities, and their caregivers in developing community-based systems of care is accomplished through:

- regular outreach at senior centers throughout the region
- participation in and support for the senior volunteer groups known as the Bishop Senior Recreation Committee in Inyo County and the Antelope Valley Volunteers in Mono County
- coordination with the Inyo County Mental Health Nurse team and with the Mental Health Wellness Center for outreach to adults with mental health disabilities
- at least quarterly meetings of the ESAAA Advisory Council whose membership is comprised primarily of older adults aged 60 and over with 5 of the 7 current memberships meeting the age eligibility category.

The development of the service delivery systems continues through on-going outreach and monitoring of older adults by caregivers and service providers of in-home services and home-delivered meals, as well as through the Social Services Realignment-funded Friendly Visitor program that provides in-home contacts for shut-ins and isolated older adults in Inyo County and the Mono County contracting agency for the population residing in the Mono County area of the PSA. The Inyo County Mental Health Nurse will continue to provide identified, targeted outreach to seniors as well as training to ESAAA staff to assist in the identification of symptoms of emerging mental health concerns; when concerns are identified, the older adult is linked to further behavioral health services as needed.

SECTION 4. PLANNING PROCESS & ESTABLISHING PRIORITIES

The planning process involved 2 Needs Assessment surveys printed in English and Spanish for older adults living independently within the PSA. (Attachment A) Survey languages (English and Spanish) were chosen to match the demographics of the general population. There was a Community Assessment Survey for Older Adults (CASOA) and also a local Community Senior Needs survey distributed by mail, in-person at all senior center focal points, through home-delivered meals, to family caregivers, through public agency (Social Services) employees who serve older adults, and in the local newspapers. Additionally, an on-line survey through Survey Monkey was advertised through social media and other media outlets to maximize distribution of the survey throughout the PSA.

The Needs Assessment surveyed individuals on a wide range of demographics including sexual orientation and gender identity. Outreach to the specific population was limited by the lack of advocacy groups or other outlets targeted to reach members of this community. While unable to effectively target outreach to community members who identify as other than male or female and express sexual orientation other than heterosexual, the surveys did elicit responses from 21

individuals who identify as gay, lesbian, bisexual, queer, or questioning, indicating a need to better identify ways to outreach to this community.

The community Needs Assessment responses were analyzed and ranked for prioritization purposes. These rankings informed the prioritization of services, particularly within the IIIB allowable categories.

Subsequently, the Needs Assessment results were reviewed and discussed at an ESAAA Advisory Council meeting and served as one data point to inform the Advisory Council about their recommendations for establishing the minimum priorities in the IIIB supportive services categories. This data point, combined with demographic distribution of the priority population – those with the greatest economic and/or social need with particular attention to minority populations and the past distribution level throughout the PSA to meet those needs helped inform the priorities for funding and minimum percentages which is discussed later in the plan, that the Advisory Council voted to recommend to the Governing Board.

SECTION 5. NEEDS ASSESSMENT & TARGETING

Community needs surveys were distributed as outlined above beginning in the month of August 2023 through September 4, 2023, with an additional local needs survey distributed throughout the month of January 2024. The total response rate represents approximately 11% of the total over-sixty population in the PSA. Aggregate responses from the Community Needs Assessment are included in Attachment A and provide an overview of respondent demographics, locations responses originated from, and priority needs. Only 10% of the responses were from caregivers and the vast majority, approximately 85.4%, were completed by the aging person themselves. An analysis of the data highlighted the importance of providing congregate settings and/or alternate outreach services to the more remote areas of the PSA. Needs identified by older adults, including those with disability and their caregivers in the PSA, clustered in the largest numbers around (1) Isolation in current living situation was identified by approximately 20% of respondents (62 responses), as they indicated Social Isolation (43%), Geographical Isolation (37%), and/or Cultural Isolation (19%) as a current need; (2) transportation concerns, including access to transportation out of the area for medical or other social needs was identified by approximately 14% (44 responses); (3) getting help with activities of daily living: dressing, eating, bathing, mobility and medication; housekeeping activities like cleaning and laundry was identified by about 10.8% (34 responses); and (4) having enough money to live on as approximately 31% of respondents were at or below poverty level.

The related resources available within the PSA to address those identified needs include: (1) Isolation: senior centers, elder outreach, and assessments to help with detecting depression; (2) Access to medical and other services: transportation and assisted transportation have historically been prioritized IIIB funding areas, providing both bus passes, and staff-assisted medical and related transportation services; (3) In-Home Assistance: telephone reassurance and connection to

services like In Home Supportive Services; and (4) Poverty related resources: legal services to assist with appealing SSI or related claims as well as assistance with housing practices/evictions.

The Information and Assistance services also provide support to residents in identifying community-based resources to assist in meeting the identified needs and linking individuals to the resource. This includes the county-based services available in both Inyo and Mono counties including, but not limited to IHSS, CalFresh, Medi-Cal, and Behavioral Health Services to address mental health and substance use issues.

Constraints around addressing needs are a result of the expansive 13,000 plus square miles of challenging mountain and desert terrain of the PSA along with the small pockets of population spread throughout. The average population density is just under 2.5 people per square mile for the *total* population with the majority of geo-isolation occurring in the Inyo County area where the population density is 1.8 people per square mile compared to the 4.7 per square mile located in Mono County. Our funding allocation in any one service area is small, and travel time alone, for staff to provide the service, can consume much of the allocated funds. This is especially highlighted in Inyo County where assisted transportation to specialty medical appointments out of the area averages over 200 miles one way as residents are often being transported to the Carson City/Reno area to the north or to the Loma Linda/Los Angeles area to the south. This results in higher costs per service unit in the Inyo County area of the PSA than in the northern area located in Mono County.

Where appropriate, telephone information or videoconferencing of information or other electronic methods of disseminating information are used to reduce the need for staff to travel. Computer-based options, such as Internet-linked information sharing are available, constrained however by the limited knowledge and use of computer-related technology and the Internet among many (but not all) older adults, as well as pockets of geography throughout the PSA with limited internet access.

The entire PSA is considered *rural or frontier* and isolated in that the combined population is approximately 31,593 residents. The least isolated from medical and other resource needs are the communities of Tecopa and Walker, each of which has some border access to medical services in Nevada, although it is much more limiting for resident's dependent upon Medi-Cal. While Tecopa and Walker are approximately a six-hour drive from each other, they each are within a forty (40) minute drive to the PSA's closest smaller urban-type areas, both of which are located in the State of Nevada., but at opposite ends of the PSA. By adding yet another one-hour drive on either end of those Nevada areas, our older adults can then reach either of our closest urban areas of Reno, Nevada or Las Vegas, Nevada. Our most geographically isolated communities are located more central to the PSA, where the larger communities of Mammoth Lakes and Bishop are located. Each of those communities has more shopping and medical resources than the other tiny communities along the Highway 395 corridor.

The Older Americans Act, the Older Californians Act, and the California Code of Regulations require targeting to older individuals with the greatest economic need and greatest social need. The geographical expanse of this region is a significant barrier to providing minimally sufficient services to the most isolated, lowest income seniors.

The isolation numbers for any one community are very small AND total population for each community also is very small. Because of the tiny population pockets dispersed over the challenging geography, senior center focal points were developed decades ago by the two respective Boards of Supervisors in each county. The location and existing infrastructure of those centers have been primary drivers of targeting efforts, based on how the residents of the small communities naturally cluster.

In terms of identifying greatest economic need, it is noteworthy that in the 2022 projected Census data, the median income for Mono County was reported to be \$82,038 and the median income for Inyo County was reported to be \$63,417 and the 2022 CDA data for people age 60 and older reflect the majority who are in greatest economic need are residing in the southern part of the PSA located in Inyo County.

The disbursement of high-priority target populations has a greater level of representation in the Inyo County area of the PSA, which is taken into consideration along with the needs assessment data and penetration of services to meet needs when looking at priority for services. This data is also used to inform the local formulary of how funding is distributed and for what services throughout the PSA.

Recommendations for minimum percentages of Title IIIB Supportive funding for Access, In-Home, and Legal Services were reviewed by the Advisory Council in the context of both the Needs Assessment, the demographic location of high priority populations, and the historical penetration of services to difficult to reach areas through reviewing historical utilization trends.

SECTION 6. PRIORITY SERVICES & PUBLIC HEARINGS PSA 16

2024-2028 Four-Year Planning Cycle

Funding for Access, In-Home Services, and Legal Assistance

The CCR, Article 3, Section 7312, requires the AAA to allocate an “adequate proportion” of federal funds to provide Access, In-Home Services, and Legal Assistance in the PSA. The annual minimum allocation is determined by the AAA through the planning process. The minimum percentages of applicable Title III B funds² listed below have been identified for annual expenditure throughout the four-year planning period. These percentages are based on needs assessment findings, resources available within the PSA, and discussions at public hearings on the Area Plan.

Category of Service and the Percentage of Title III B Funds expended in/or to be expended in FY 2024-25 through FY 2027-2028

Access:

Transportation, Assisted Transportation, Case Management, Information and Assistance, Outreach, Comprehensive Assessment, Health, Mental Health, and Public Information

2024-25 50 % 25-26 50 % 26-27 50 % 27-28 50 %

In-Home Services:

Personal Care, Homemaker, Chore, Adult Day / Health Care, Alzheimer's Day Care Services, Residential Repairs/Modifications

2024-25 5 % 25-26 5 % 26-27 5 % 27-28 5 %

Legal Assistance Required Activities:³

Legal Advice, Representation, Assistance to the Ombudsman Program and Involvement in the Private Bar

2024-25 10 % 25-26 10 % 26-27 10 % 27-28 10 %

Explain how allocations are justified and how they are determined to be sufficient to meet the need for the service within the PSA.

² Minimum percentages of applicable funds are calculated on the annual Title IIIB baseline allocation, minus Title IIIB administration and minus Ombudsman. At least one percent of the final Title IIIB calculation must be allocated for each "Priority Service" category or a waiver must be requested for the Priority Service category(s) that the AAA does not intend to fund.

³ Legal Assistance must include all the following activities: Legal Advice, Representation, Assistance to the Ombudsman Program and Involvement in the Private Bar.

PUBLIC HEARING: At least one public hearing must be held each year of the four-year planning cycle. CCR Title 22, Article 3, Section 7302(a)(10) and Section 7308, Older Americans Act Reauthorization Act of 2020, Section 314(c)(1).

Fiscal Year	Date	Location	Number of Attendees	Presented in languages other than English?⁴ Yes or No	Was hearing held at a Long-Term Care Facility?⁵ Yes or No
2024-2025	04/19/2024	1360 North Main St. Bishop CA Virtually: Mammoth Lakes Civic Center, Mammoth Lakes CA Antelope Valley Senior Center, Mule Deer Road, Walker CA Lone Pine Senior Center, 138 Jackson St. Lone Pine CA		No	Yes
2025-2026					
2026-2027					
2027-2028					

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

1. Summarize the outreach efforts used in seeking input into the Area Plan from institutionalized, homebound, and/or disabled older individuals.
 - Needs assessment was conducted by advertising at the Congregate Sites and also to our Homebound recipients.
 - Each LTC facility has been provided iPads with Zoom access for use by residents for family access as well as to access other services. The LTC Ombudsman assisted in the coordination with our two LTC facilities to make virtual attendance available to interested residents through the use of the iPads.
 - The agency ensured that all home-delivered meal recipients and caregivers received information on how to access the meeting virtually.
 - Public Hearing presented in a hybrid format.

2. Were proposed expenditures for Program Development (PD) or Coordination (C) discussed?
☐ Yes. Go to question #3
☒ Not applicable, PD and/or C funds are not used. Go to question #4
3. Summarize the comments received concerning proposed expenditures for PD and/or C
4. Attendees were provided the opportunity to testify regarding setting minimum percentages of Title III B program funds to meet the adequate proportion of funding for Priority Services
☒ Yes. Go to question #5
☐ No, Explain:
5. Summarize the comments received concerning minimum percentages of Title IIIB funds to meet the adequate proportion of funding for priority services.
6. List any other issues discussed or raised at the public hearing.
7. Note any changes to the Area Plan that were a result of input by attendees.
No changes were suggested during the Public Hearing.

4 A translator is not required unless the AAA determines a significant number of attendees require translation services.

5 AAAs are encouraged to include individuals in LTC facilities in the planning process, but hearings are not required to be held in LTC facilities.

SECTION 7. AREA PLAN NARRATIVE GOALS & OBJECTIVES

Goals and Objectives are required per California Code of Regulations Title 22 Section 7300 (c) Goals are statements of ideal conditions that the AAA wishes to achieve through its planned efforts. Objectives are measurable statements of action to meet the goals.

Objectives indicate all of the following:

- (1) The nature of the action.
- (2) The party responsible for the action.
- (3) How the action will be accomplished.
- (4) The anticipated outcome of that action.
- (5) How the outcome of the action will be measured.
- (6) The projected dates for starting and completing the action.
- (7) Any program development and coordination activities, as specified in Section 9400, Welfare and Institutions Code, that are associated with the objective.

Goal # 1

Goal: Promote positive physical and mental health outcomes for the aging population and their caregivers.

Rationale: Most of our aging population concur that remaining in their own home is of major importance. Ensuring that the physical and mental well-being needs of our senior population are being addressed helps to facilitate this outcome. Issues related to meeting the basic nutritional needs of seniors, as well as addressing access to health care services were identified as high priorities during the ESAAA needs assessment.

List Objective Number(s)_____and Objective(s) [Refer to CCR Article 3, Section 7300 (c)] (Priority Service if applicable)	Projected Start and End Dates	Type of Activity and Funding Source⁶	Update Status⁷
1.1 ESAAA staff will coordinate with area service providers to conduct regular quarterly meeting of providers of aging services including the LTC Ombudsman, law enforcement and the District Attorney, to ensure that identified at-risk seniors are connected to appropriate resources, as well as trends or gaps are identified, and steps taken to adequately address these issues within the community.	July 2024 – June 2028 and Ongoing		

1.2 ESAAA staff will coordinate with the LTC Ombudsman and the County-based Social Services programs to ensure that training is provided to individuals, professionals, paraprofessionals and volunteers who provide services to the aging and dependent adult populations on the identification, prevention and treatment of elder abuse, neglect and exploitation on an annual basis. The continuum of training will ensure earlier identification and intervention of abuse and neglect.	July 2024 – June 2028 and Ongoing		
1.3 ESAAA staff will coordinate with the County-based Social Services programs, law enforcement, and other aging services providers to provide relevant training in regard to issues impacting the safety of seniors, including, but not limited to financial abuse, self-neglect, and effective interventions.	July 2024 – June 2028 and Ongoing		
1.4 ESAAA staff will coordinate with Behavioral Health Staff to provide training to aging services employees on issues related to recognizing mild to moderate depression, substance use or medication mismanagement in an effort to support early detection and intervention.	July 2024 – June 2028 and Ongoing		
1.6 ESAAA staff will coordinate with County-based aging and social service programs to ensure that resources for disabilities and impairments along with home-based services designed to support the aging population to stay safely in their own home are available.	July 2024 – June 2028 and Ongoing		
1.7 ESAAA staff will maintain congregate meal sites, providing basic nutrition services, as well as a resources for socialization and information in an effort to support physical and emotional wellness.	July 2024 – June 2028 and Ongoing		

1.8 ESAAA staff will ensure home delivered nutrition services are available to the frail and isolated aging population.	July 2024 – June 2028 and Ongoing		
1.9 ESAAA, in coordination with aging and social services programs, will ensure caregivers are connected to supportive services.	July 2024 – June 2028 and Ongoing		
1.10 ESAAA's LTC Ombudsman will actively monitor the ability of local long term care facilities, in context of affiliation with poorly funded rural hospitals, to remain viable in their ability to provide quality care to area residents.	July 2024 – June 2028 and Ongoing		
1.11 ESAAA, in coordination with aging and social services programs, will identify isolated, home-bound aging persons who could benefit from regular and routine contact to ensure their general health and well-being needs are being met.	July 2024 – June 2028 and Ongoing		
1.12 ESAAA, in coordination with aging and social services programs, will promote the evidence-based program ALED (Active Living Every Day). This is a community-based program that will be purchased for each site that will offer web-based group activities that promote physical activity, self-confidence, and social support.	July 2024 – June 2028 and Ongoing		

Goal # 2

Goal: Maintain a minimum level of access to services, including health care services and local support services to the aging population throughout our communities.

Rationale: Communities throughout both Inyo and Mono counties are isolated from many support services, including access to primary health care services,

pharmacies and grocery vendors. Specialized care is often not locally available, requiring our older adults to travel to urban areas in southern California, as well as southern and northern Nevada. This issue continues to be identified as one of the highest priorities for our aging population across both counties.

2.1 ESAAA staff will coordinate with County-Based social service programs, such as IHSS to address the caregiving and transportation needs of seniors in an effort to promote access to health care services, both locally and out of the area.	July 2024 – June 2028 and Ongoing		
2.2 ESAAA will coordinate with county and city agencies, as well as community-based agencies and local hospitals to identify additional resources to support access to medical and other support services.	July 2024 – June 2028 and Ongoing		
2.3 ESAAA staff will coordinate with other service organizations to ensure that a continuum of services are available and will provide information and assistance services to ensure access to information is readily available to the aging population.	July 2024 – June 2028 and Ongoing		
2.4 ESAAA staff will coordinate with and ensure appropriate referrals are made to HICAP in order to help seniors address their medical coverage issues and remove any barriers to health care services.	July 2024 – June 2028 and Ongoing		
2.5 ESAAA staff will coordinate with the Governing Board and the Advisory Council to monitor the needs of our aging population throughout the planning area and assess the available opportunities to reach those who are underserved.	July 2024 – June 2028 and Ongoing		
2.6 ESAAA staff will monitor changing state and federal policies and will coordinate with the Governing Board and Advisory Council to ensure issues related to adequate access to health care and support services remain a focus of policymakers.	July 2024 – June 2028 and Ongoing		

Goal # 3

Goal: Strengthen the service delivery system to proactively address unmet needs.

Rationale: Both Inyo and Mono Counties have aging populations living in areas that are isolated from the primary service delivery systems. In general, the aging population throughout the entire region has limited access to the wide range of medical and support services found in larger communities. Ensuring adequate information and referral services are available to all community members and actively identifying methods to fill gaps in services continues to be identified as an area of focus throughout the planning area.

3.1 ESAAA staff will identify resources to meet identified needs in both the private and public sectors, ensuring that the resources are updated at least annually.	July 2024 – June 2028 and Ongoing		
3.2 ESAAA staff will utilize public information mechanisms to ensure that the aging population, their caregivers and service providers are aware of the resources available to meet identified needs.	July 2024 – June 2028 and Ongoing		
3.3 ESAAA staff will maintain resource information and disseminate information through multiple distribution modes, including web-based access.	July 2024 – June 2028 and Ongoing		

⁶ Indicate if the objective is Administration (Admin,) Program Development (PD) or Coordination (C). If a PD objective is not completed in the timeline required and is continuing in the following year, provide an update with additional tasks. For program specific goals and objectives please identify service category where applicable.

⁷ Use for the Area Plan Updates to indicate if the objective is New, Continued, Revised, Completed, or Deleted.

SECTION 8. SERVICE UNIT PLAN (SUP)**TITLE III/VII SERVICE UNIT PLAN
CCR Article 3, Section 7300(d)**

The Service Unit Plan (SUP) uses the Older Americans Act Performance System (OAAPS) Categories and units of service. They are defined in the OAAPS State Program Report (SPR).

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

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

Personal Care (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	-0-	0	
2025-2026			
2026-2027			
2027-2028			

Homemaker (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	-0-	0	
2025-2026			
2026-2027			
2027-2028			

Chore (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	-0-	0	
2025-2026			
2026-2027			

2027-2028			
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Adult Day Care/ Adult Day Health (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	-0-	0	
2025-2026			
2026-2027			
2027-2028			

Case Management (Access)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	-0-	0	
2025-2026			
2026-2027			
2027-2028			

Assisted Transportation (Access)

Unit of Service = 1 one-way trip

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	100	1,2	
2025-2026			
2026-2027			
2027-2028			

Transportation (Access)

Unit of Service = 1 one-way trip

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	8,500	1,2	
2025-2026			
2026-2027			
2027-2028			

Information and Assistance (Access)

Unit of Service = 1 contact

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	800	1,2,3	
2025-2026			
2026-2027			
2027-2028			

Outreach (Access)

Unit of Service = 1 contact

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	-0-	0	
2025-2026			
2026-2027			
2027-2028			

Legal Assistance

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	100	1,2	
2025-2026			
2026-2027			
2027-2028			

Congregate Meals

Unit of Service = 1 meal

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	15,000	1,2	
2025-2026			
2026-2027			
2027-2028			

Home-Delivered Meals

Unit of Service = 1 meal

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	40,000	1	
2025-2026			
2026-2027			
2027-2028			

Nutrition Counseling

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	10	1	
2025-2026			
2026-2027			
2027-2028			

Nutrition Education

Unit of Service = 1 session

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	2,400	1	
2025-2026			
2026-2027			
2027-2028			

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

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

Title IIIB, Other Priority and Non-Priority Supportive Services

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

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

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

Other Supportive Service Category

Telephone Reassurance (In-Home)

Unit of Service= 1 contact

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (If applicable)
2024-2025	120	1	
2025-2026			
2026-2027			
2027-2028			

3. Title IIID/Health Promotion—Evidence-Based

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

Evidence-Based Program Name(s): ACTIVE LIVING EVERY DAY (ALED)

Add additional lines if needed.

Unit of Service = 1 contact

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (If applicable)
2024-2025	25	1	1.9
2025-2026			
2026-2027			
2027-2028			

TITLE IIIB and TITLE VII: LONG-TERM CARE (LTC) OMBUDSMAN PROGRAM OUTCOMES

2024-2028 Four-Year Planning Cycle

As mandated by the Older Americans Act Reauthorization Act of 2020, the mission of the LTC Ombudsman Program is to seek resolution of problems and advocate for the rights of residents of LTC facilities with the goal of ensuring their dignity, quality of life, and quality of care.

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

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

Complete all Measures and Targets for Outcomes 1-3.

Outcome 1.

The problems and concerns of long-term care residents are solved through complaint resolution and other services of the Ombudsman Program. Older Americans Act Reauthorization Act of 2020, Section 712(a)(3), (5)]

Measures and Targets:

A. Complaint Resolution Rate (NORS Element CD-08) (Complaint Disposition). The average California complaint resolution rate for FY 2021-2022 was 57%.

Fiscal Year Baseline Resolution Rate	# of partially resolved or fully resolved complaints	Divided by the total number of Complaints	= Baseline Resolution Rate	Fiscal Year Target Resolution Rate
2022-2023	199	246	81	90 % 2024-2025
2023-2024				% 2025-2026
2024-2025				% 2026-2027
2026-2027				% 2027-2028

Program Goals and Objective Numbers:

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

1. FY 2022-2023 Baseline: Number of Resident Council meetings attended <u>15</u> FY 2024-2025 Target: <u>15</u>
2. FY 2023-2024 Baseline: Number of Resident Council meetings attended _____ FY 2025-2026 Target: _____
3. FY 2024-2025 Baseline: Number of Resident Council meetings attended _____ FY 2026-2027 Target: _____
4. FY 2025-2026 Baseline: Number of Resident Council meetings attended _____ FY 2027-2028 Target: _____
Program Goals and Objective Numbers: <u>1</u>

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

1. FY 2022-2023 Baseline: Number of Family Council meetings attended <u>22</u> FY 2024-2025 Target: <u>20</u>
2. FY 2023-2024 Baseline: Number of Family Council meetings attended _____ FY 2025-2026 Target: <u> </u>
3. FY 2024-2025 Baseline: Number of Family Council meetings attended _____ FY 2026-2027 Target: <u> </u>
4. FY 2025-2026 Baseline: Number of Family Council meetings attended _____ FY 2027-2028 Target: _____
Program Goals and Objective Numbers: <u>1</u>

D. Information and Assistance to Facility Staff (NORS Elements S-53 and S-54) Count of instances of Ombudsman representatives' interactions with facility staff for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in-person.

1. FY 2022-2023 Baseline: Number of Instances <u>56</u> FY 2024-2025 Target: <u>50</u>
2. FY 2023-2024 Baseline: Number of Instances _____ FY 2025-2026 Target: <u> </u>
3. FY 2024-2025 Baseline: Number of Instances _____ FY 2026-2027 Target: <u> </u>
4. FY 2025-2026 Baseline: Number of Instances _____ FY 2027-2028 Target: <u> </u>
Program Goals and Objective Numbers: <u>1</u>

E. Information and Assistance to Individuals (NORS Element S-55) Count of instances of Ombudsman representatives' interactions with residents, family members, friends, and others in the community for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in person.

1. FY 2022-2023 Baseline: Number of Instances <u>220</u> FY 2024-2025 Target: <u>50</u>
2. FY 2023-2024 Baseline: Number of Instances _____ FY 2025-2026 Target: ____
3. FY 2024-2025 Baseline: Number of Instances _____ FY 2026-2027 Target: ____
4. FY 2025-2026 Baseline: Number of Instances _____ FY 2027-2028 Target: ____
Program Goals and Objective Numbers: <u>1</u>

F. Community Education (NORS Element S-68) LTC Ombudsman Program participation in public events planned to provide information or instruction to community members about the LTC Ombudsman Program or LTC issues. The number of sessions refers to the number of events, not the number of participants. This cannot include sessions that are counted as Public Education Sessions under the Elder Abuse Prevention Program.

1. FY 2022-2023 Baseline: Number of Sessions <u>2</u> FY 2024-2025 Target: <u>2</u>
2. FY 2023-2024 Baseline: Number of Sessions _____ FY 2025-2026 Target: ____
3. FY 2024-2025 Baseline: Number of Sessions _____ FY 2026-2027 Target: ____
4. FY 2025-2026 Baseline: Number of Sessions _____ FY 2027-2028 Target: ____
Program Goals and Objective Numbers: <u>1</u>

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

One or more new systems advocacy efforts must be provided for each fiscal year Area Plan Update. In the relevant box below for the current Area Plan year, in narrative format, please provide at least one new priority systems advocacy effort the local LTC Ombudsman Program will engage in during the fiscal year. The systems advocacy effort may be a multi-year initiative, but for each year, describe the results of the efforts made during the previous year and what specific new steps the local LTC Ombudsman program will be taking during the upcoming year. Progress and goals must be separately entered each year of the four-year cycle in the appropriate box below.

Systems Advocacy can include efforts to improve conditions in one LTC facility or can be county-wide, state-wide, or even national in scope. (Examples: Work with LTC facilities to improve pain relief or increase access to oral health care, work with law enforcement entities to improve response and investigation of abuse complaints, collaboration with other agencies to improve LTC residents' quality of care and quality of life, participation in disaster preparedness planning, participation in legislative advocacy efforts related to LTC issues, etc.) Be specific about the actions planned by the local LTC Ombudsman Program.
Enter information in the relevant box below.

FY 2024-2025

FY 2024-2025 Systems Advocacy Effort(s): The Eastern Sierra Area Agency on Aging Long-Term Care Ombudsman Program will be raising awareness about elder abuse prevention by promoting community education material and by providing training at long-term care facilities.

Effort 1:

Develop and create training for facility staff regarding AB-1417 that updated the mandated reporting requirements effective January 1, 2024. The former law, AB-40, which was in effect since 2013, required mandated reporters to make subjective judgement about the level of abuse that was being reported and which agencies to report to. The training will provide facility staff with a comprehensive understanding of their responsibilities as mandated reporters and will explain the new simplified reporting requirements in long-term care facilities.

Effort 2:

June is Elder Abuse Awareness month and all month the Long-Term Care Ombudsman Program will be raising awareness by planning a shredding event and will be providing fraud prevention resources to home delivered meals clients and at senior centers throughout Inyo County and Mono Counties. Financial exploitation is one of the most common and devastating forms of elder abuse. This event will provide education and an opportunity for older adults to protect themselves from identity theft and fraud.

FY 2025-2026

Outcome of FY 2024-2025 Efforts:

FY 2025-2026 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts)

FY 2026-2027

Outcome of FY 2025-2026 Efforts:

FY 2026-2027 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts)

FY 2027-2028

Outcome of 2026-2027 Efforts:

FY 2027-2028 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts)

Outcome 2.

Residents have regular access to an Ombudsman. [(Older Americans Act Reauthorization Act of 2020), Section 712(a)(3)(D), (5)(B)(ii)]

Measures and Targets:

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

1. FY 2022-2023 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint 2 divided by the total number of Nursing Facilities 2 = Baseline 100%
FY 2024-2025 Target: 100%

2. FY 2023-2024 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint _____ divided by the total number of Nursing Facilities _____ = Baseline _____ %
FY 2025-2026 Target: _____

3. FY 2024-2025 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint _____ divided by the total number of Nursing Facilities _____ = Baseline _____ %
FY 2026-2027 Target: _____

4. FY 2025-2026 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint _____ divided by the total number of Nursing Facilities _____ = Baseline _____ %
FY 2027-2028 Target: _____

Program Goals and Objective Numbers: 1

B. Routine access: Residential Care Communities (NORS Element S-61) Percentage of RCFEs within the PSA that were visited by an Ombudsman representative at least once each quarter during the fiscal year not in response to a complaint. The percentage is determined by dividing the number of RCFEs in the PSA that were visited at least once each quarter not in response to a complaint by the total number of RCFEs in the PSA. NOTE: This is not a count of visits but a count of facilities. In determining the number of facilities visited for this

measure, no RCFE can be counted more than once.

1. FY 2022-2023 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint 0 divided by the total number of RCFEs 0 =

Baseline 0%

FY 2024-2025 Target: 0%

2. FY 2023-2024 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint _____ divided by the total number of RCFEs _____ = Baseline _____ %

FY 2025-2026 Target: _____

3. FY 2024-2025 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint _____ divided by the total number of RCFEs _____ = Baseline _____ %

FY 2026-2027 Target: _____

4. FY 2025-2026 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint _____ divided by the total number of RCFEs _____ = Baseline _____ %

FY 2027-2028 Target: _____

Program Goals and Objective Numbers: 1

C. Number of Full-Time Equivalent (FTE) Staff (NORS Element S-23) This number may only include staff time legitimately charged to the LTC Ombudsman Program. Time spent working for or in other programs may not be included in this number. For example, in a local LTC Ombudsman Program that considers full-time employment to be 40 hour per week, the FTE for a staff member who works in the Ombudsman Program 20 hours a week should be 0.5, even if the staff member works an additional 20 hours in another program.

1. FY 2022-2023 Baseline: 1.62 FTEs FY 2024-2025 Target: 1.62 FTEs

2. FY 2023-2024 Baseline: _____ FTEs
FY 2025-2026 Target: _____ FTEs

3. FY 2024-2025 Baseline: _____ FTEs
FY 2026-2027 Target: _____ FTEs

4. FY 2025-2026 Baseline: _____ FTEs
FY 2027-2028 Target: _____ FTEs

Program Goals and Objective Numbers: 1

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

- | |
|---|
| 1. FY 2022-2023 Baseline: Number of certified LTC Ombudsman volunteers <u>0</u>
FY 2024-2025 Projected Number of certified LTC Ombudsman volunteers <u>0</u> |
| 2. FY 2023-2024 Baseline: Number of certified LTC Ombudsman volunteers _____
FY 2025-2026 Projected Number of certified LTC Ombudsman volunteers _____ |
| 3. FY 2024-2025 Baseline: Number of certified LTC Ombudsman volunteers _____
FY 2026-2027 Projected Number of certified LTC Ombudsman volunteers _____ |
| 4. FY 2025-2026 Baseline: Number of certified LTC Ombudsman volunteers _____
FY 2027-2028 Projected Number of certified LTC Ombudsman volunteers _____ |

Program Goals and Objective Numbers: 1

Outcome 3.

Ombudsman representatives accurately and consistently report data about their complaints and other program activities in a timely manner. [Older Americans Act Reauthorization Act of 2020, Section 712(c)]

Measures and Targets:

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

Some examples could include:

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

Fiscal Year 2024-25

The LTC Ombudsman program will:

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

Fiscal Year 2025-2026
Fiscal Year 2026-2027
Fiscal Year 2027-2028

TITLE VII ELDER ABUSE PREVENTION
SERVICE UNIT PLAN

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

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

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

Units of Service categories include public education sessions, training sessions for professionals, training sessions for caregivers served by a Title III E Family Caregiver Support Program, educational materials distributed, and hours of activity spent developing a coordinated system which addresses elder abuse prevention, investigation, and prosecution.

When developing targets for each fiscal year, refer to data reported on the Elder Abuse Prevention Quarterly Activity Reports. Set realistic goals based upon the prior year's numbers and the resources available. Activities reported for the Title VII Elder Abuse Prevention Program must be distinct from activities reported for the LTC Ombudsman Program. No activity can be reported for both programs.

AAAs must provide one or more of the service categories below.

NOTE: The number of sessions refers to the number of presentations and not the number of attendees

- **Public Education Sessions** –Indicate the total number of projected education sessions for the general public on the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Training Sessions for Professionals** –Indicate the total number of projected training sessions for professionals (service providers, nurses, social workers) on the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Training Sessions for Caregivers Served by Title III E** –Indicate the total number of projected training sessions for unpaid family caregivers who are receiving services under Title III E of the Older Americans Act (OAA) on the identification, prevention, and treatment of elder abuse, neglect, and exploitation. Older Americans Act Reauthorization Act of 2020, Section 302(3) 'Family caregiver' means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain

dysfunction.

- **Hours Spent Developing a Coordinated System to Respond to Elder Abuse** –Indicate the number of hours to be spent developing a coordinated system to respond to elder abuse. This category includes time spent coordinating services provided by the AAA or its contracted service provider with services provided by Adult Protective Services, local law enforcement agencies, legal services providers, and other agencies involved in the protection of elder and dependent adults from abuse, neglect, and exploitation.
- **Educational Materials Distributed** –Indicate the type and number of educational materials to be distributed to the general public, professionals, and caregivers (this may include materials that have been developed by others) to help in the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Number of Individuals Served** –Indicate the total number of individuals expected to be reached by any of the above activities of this program.

TITLE VII ELDER ABUSE PREVENTION SERVICE UNIT PLAN

The agency receiving Title VII Elder Abuse Prevention funding is: Inyo County Health & Human Services- ESAAA

Total # of	2024-2025	2025-2026	2026-2027	2027-2028
Individuals Served	5000			
Public Education Sessions	-0-			
Training Sessions for Professionals	-0-			
Training Sessions for Caregivers served by Title III E	-0-			
Hours Spent Developing a Coordinated System	-0-			

Fiscal Year	Total # of Copies of Educational Materials to be Distributed	Description of Educational Materials
2024-2025	5000	Informational Placemats distributed throughout program services announcements.
2025-2026		
2026-2027		
2027-2028		

TITLE IIIIE SERVICE UNIT PLAN**CCR Article 3, Section 7300(d)****2024-2028 Four-Year Planning Period**

This Service Unit Plan (SUP) uses the five federally mandated service categories that encompass 16 subcategories. Refer to the [CDA Service Categories and Data Dictionary](#) for eligible activities and service unit measures. Specify proposed audience size or units of **service for ALL** budgeted funds.

Providing a goal with associated objectives is mandatory for services provided. The goal states the big picture and the objectives are the road map (specific and measurable activities) for achieving the big picture goal.

For example: **Goal 3:** Provide services to family caregivers that will support them in their caregiving role, thereby allowing the care receiver to maintain a healthy, safe lifestyle in the home setting.

- Objective 3.1: Contract for the delivery of virtual self-paced caregiver training modules. Review data monthly to strategize how to increase caregiver engagement in these modules.
- Objective 3.2: Facilitate a monthly in person support group for caregivers where they can share success stories and challenges, share information regarding experiences with HCBS. Respite day care will be available for their loved one if needed.
- Objective 3.3: Do caregiver assessments every 6 months to stay connected to the caregiver and knowledgeable about their needs.

Direct and/or Contracted IIIIE Services

CATEGORIES (16 total)	1	2	3
Family Caregivers - Caregivers of Older Adults and Adults who are caring for an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.	<i>Proposed Units of Service</i> -0-	<i>Required Goal #(s)</i>	<i>Required Objective #(s)</i>
Caregiver Access Case Management	Total hours	<i>Required Goal #(s)</i>	<i>Required Objective #(s)</i>
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			

Caregiver Access Information & Assistance	Total Contacts	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Information Services	# Of activities and Total est. audience (contacts) for above:	Required Goal #(s)	Required Objective #(s)
2024-2025	# Of activities and -0- Total est. audience (contacts) for above:		
2025-2026	# Of activities and Total est. audience (contacts) for above:		
2026-2027	# Of activities and Total est. audience (contacts) for above:		
2027-2028	# Of activities and Total est. audience (contacts) for above:		
Caregiver Respite In-Home	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Respite Other	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	100	1	
2025-2026			
2026-2027			
2027-2028			
Caregiver Respite Out-of-Home Day Care	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			

2026-2027			
2027-2028			
Caregiver Respite Out-of-Home Overnight Care	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Assistive Technologies	Total Occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Caregiver Assessment	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Caregiver Registry	Total Occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Consumable Supplies	Total occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			

2026-2027			
2027-2028			
Caregiver Supplemental Services Home Modifications	Total occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Legal Consultation	Total contacts	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Support Groups	Total sessions	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Support Training	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Support Counseling	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			

Direct and/or Contracted IIIE Services- Older Relative Caregivers

CATEGORIES (16 total)	1	2	3
Older Relative Caregivers	<i>Proposed</i> Units of Service	<i>Required</i> Goal #(s)	<i>Required</i> Objective #(s)
Caregiver Access Case Management	Total hours	<i>Required</i> Goal #(s)	<i>Required</i> Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Access Information & Assistance	Total hours	<i>Required</i> Goal #(s)	<i>Required</i> Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Information Services	# Of activities and Total est. audience (contacts) for above	<i>Required</i> Goal #(s)	<i>Required</i> Objective #(s)
2024-2025	# Of activities: -0- Total est. audience for above:		
2025-2026	# Of activities: Total est. audience for above:		
2026-2027	# Of activities: Total est. audience for above:		
2027-2028	# Of activities: Total est. audience for above:		
Caregiver Respite In-Home	Total hours	<i>Required</i> Goal #(s)	<i>Required</i> Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			

2027-2028			
Caregiver Respite Other	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Respite Out-of-Home Day Care	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Respite Out-of-Home Overnight Care	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Assistive Technologies	Total Occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Caregiver Assessment	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			

2027-2028			
Caregiver Supplemental Services Caregiver Registry	Total Occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Consumable Supplies	Total occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Home Modifications	Total occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Supplemental Services Legal Consultation	Total contacts	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Support Groups	Total sessions	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026			

2026-2027			
2027-2028			
Caregiver Support Training	Total hours	<i>Required</i> Goal #(s)	<i>Required</i> Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			
Caregiver Support Counseling	Total hours	<i>Required</i> Goal #(s)	<i>Required</i> Objective #(s)
2024-2025	-0-		
2025-2026			
2026-2027			
2027-2028			

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)
SERVICE UNIT PLAN
CCR Article 3, Section 7300(d)
WIC § 9535(b)**

MULTIPLE PLANNING AND SERVICE AREA HICAPs (multi-PSA HICAP): Area Agencies on Aging (AAA) that are represented by a multi-PSA, HICAPs must coordinate with their “Managing” AAA to complete their respective PSA’s HICAP Service Unit Plan.

CDA contracts with 26 AAAs to locally manage and provide HICAP services in all 58 counties. Four AAAs are contracted to provide HICAP services in multiple Planning and Service Areas (PSAs). The “Managing” AAA is responsible for providing HICAP services in a way that is equitable among the covered service areas.

HICAP PAID LEGAL SERVICES: Complete this section if HICAP Legal Services are included in the approved HICAP budget.

STATE & FEDERAL PERFORMANCE TARGETS: The HICAP is assessed based on State and Federal Performance Measures. AAAs should set targets in the service unit plan that meet or improve on each PM displayed on the *HICAP State and Federal Performance Measures* tool located online at:

https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Planning/

HICAP PMs are calculated from county-level data for all 33 PSAs. HICAP State and Federal PMs, include:

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

HICAP service-level data are reported in CDA’s Statewide HICAP Automated Reporting Program (SHARP) system per reporting requirements.

SECTION 1: STATE PERFORMANCE MEASURES

HICAP Fiscal Year (FY)	PM 1.1 Clients Counseled (Estimated)	Goal Numbers
2024-2025	-0-	
2025-2026		
2026-2027		
2027-2028		
HICAP Fiscal Year (FY)	PM 1.2 Public and Media Events (PAM) (Estimated)	Goal Numbers
2024-2025	-0-	
2025-2026		
2026-2027		
2027-2028		

SECTION 2: FEDERAL PERFORMANCE MEASURES

HICAP Fiscal Year (FY)	PM 2.1 Client Contacts (Interactive)	Goal Numbers
2024-2025	-0-	
2025-2026		
2026-2027		
2027-2028		
HICAP Fiscal Year (FY)	PM 2.2 PAM Outreach (Interactive)	Goal Numbers
2024-2025	-0-	
2025-2026		
2026-2027		
2027-2028		

HICAP Fiscal Year (FY)	PM 2.3 Medicare Beneficiaries Under 65	Goal Numbers
2024-2025	-0-	
2025-2026		
2026-2027		
2027-2028		

HICAP Fiscal Year (FY)	PM 2.4 Hard to Reach (Total)	PM 2.4a LIS	PM 2.4b Rural	PM 2.4c ESL	Goal Numbers
2024-2025	-0-	-0-	-0-	-0-	
2025-2026					
2026-2027					
2027-2028					

HICAP Fiscal Year (FY)	PM 2.5 Enrollment Contacts (Qualifying)	Goal Numbers
2024-2025	-0-	
2025-2026		
2026-2027		
2027-2028		

SECTION 3: HICAP LEGAL SERVICES UNITS OF SERVICE (IF APPLICABLE)⁸

HICAP Fiscal Year (FY)	PM 3.1 Estimated Number of Clients Represented Per FY (Unit of Service)	Goal Numbers
2024-2025	-0-	
2025-2026		
2026-2027		
2027-2028		
HICAP Fiscal Year (FY)	PM 3.2 Estimated Number of Legal Representation Hours Per FY (Unit of Service)	Goal Numbers
2024-2025	-0-	
2025-2026		
2026-2027		
2027-2028		
HICAP Fiscal Year (FY)	PM 3.3 Estimated Number of Program Consultation Hours Per FY (Unit of Service)	Goal Numbers
2024-2025	-0-	
2025-2026		
2026-2027		
2027-2028		

⁸ Requires a contract for using HICAP funds to pay for HICAP Legal Services.

SECTION 9. SENIOR CENTERS & FOCAL POINTS**COMMUNITY SENIOR CENTERS AND FOCAL POINTS LIST**

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), Older Americans Act Reauthorization Act of 2020, Section 306(a) and 102(21)(36)

In the form below, provide the current list of designated community senior centers and focal points with addresses. This information must match the total number of senior centers and focal points reported in the Older Americans Act Performance System (OAAPS) State Performance Report (SPR) module of the California Aging Reporting System.

Designated Community Focal Point	Address
Walker Senior Center	Mule Deer Road, Walker, CA 96107
Bishop Senior Center	682 Spruce Street, Bishop, CA 93514
Big Pine Senior Center	180 Dewey Street, Big Pine, CA 93513
Independence Senior Center	155 E. Market Street, Independence, CA93526
Lone Pine Senior Center	138 N. Jackson Street, Lone Pine, CA 93545
Tecopa Senior Center	Tecopa Hot Springs Road, Tecopa, CA92389

Senior Center	Address
Walker Senior Center	Mule Deer Road, Walker, CA 96107
Bishop Senior Center	682 Spruce Street, Bishop, CA 93514
Big Pine Senior Center	180 Dewey Street, Big Pine, CA 93513
Independence Senior Center	155 E. Market Street, Independence, CA93526
Lone Pine Senior Center	138 N. Jackson Street, Lone Pine, CA 93545
Tecopa Senior Center	Tecopa Hot Springs Road, Tecopa, CA 92389

SECTION 10. FAMILY CAREGIVER SUPPORT PROGRAM

Notice of Intent for Non-Provision of FCSP Multifaceted Systems of Support Services Older Americans Act Reauthorization Act of 2020, Section 373(a) and (b) 2024-2028 Four-Year Planning Cycle

Based on the AAA's needs assessment and subsequent review of current support needs and services for **family caregivers**, indicate what services the AAA **intends** to provide using Title III-E and/or matching FCSP funds for both.

Check YES or NO for each of the services* identified below and indicate if the service will be provided directly or contracted. **If the AAA will not provide at least one service subcategory for each of the five main categories, a justification for services not provided is required in the space below.**

Family Caregiver Services

Category	2024-2025	2025-2026	2026-2027	2027-2028
Caregiver Access <input checked="" type="checkbox"/> Case Management <input checked="" type="checkbox"/> Information and Assistance	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No
Caregiver Information Services <input checked="" type="checkbox"/> Information Services	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No
Caregiver Support <input checked="" type="checkbox"/> Training <input checked="" type="checkbox"/> Support Groups <input checked="" type="checkbox"/> Counseling	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No
Caregiver Respite <input type="checkbox"/> In Home <input type="checkbox"/> Out of Home (Day) <input type="checkbox"/> Out of Home (Overnight) <input checked="" type="checkbox"/> Other:	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No
Caregiver Supplemental <input checked="" type="checkbox"/> Legal Consultation <input checked="" type="checkbox"/> Consumable Supplies <input checked="" type="checkbox"/> Home Modifications <input checked="" type="checkbox"/> Assistive Technology <input type="checkbox"/> Other (Assessment) <input type="checkbox"/> Other (Registry)	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No

Older Relative Caregiver Services

Category	2024-2025	2025-2026	2026-2027	2027-2028
Caregiver Access <input checked="" type="checkbox"/> Case Management <input checked="" type="checkbox"/> Information and Assistance	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No
Caregiver Information Services <input checked="" type="checkbox"/> Information Services	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No
Caregiver Support <input checked="" type="checkbox"/> Training <input checked="" type="checkbox"/> Support Groups <input checked="" type="checkbox"/> Counseling	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No
Caregiver Respite <input type="checkbox"/> In Home <input type="checkbox"/> Out of Home (Day) <input type="checkbox"/> Out of Home (Overnight) <input checked="" type="checkbox"/> Other:	<input checked="" type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No
Caregiver Supplemental <input checked="" type="checkbox"/> Legal Consultation <input checked="" type="checkbox"/> Consumable Supplies <input checked="" type="checkbox"/> Home Modifications <input checked="" type="checkbox"/> Assistive Technology <input type="checkbox"/> Other (Assessment) <input type="checkbox"/> Other (Registry)	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No	<input type="checkbox"/> Yes Direct <input type="checkbox"/> Yes Contract <input type="checkbox"/> No

Justification: If any of the five main categories are **NOT** being provided please explain how the need is already being met in the PSA. If the justification information is the same, multiple service categories can be grouped in the justification statement. The justification must include the following:

Family Caregiver Services

Caregiver Access- Information and Assistance

- Provider name and address:
 - *Eastern Sierra Area Agency on Aging, 682 Spruce St. Bishop CA 93514*
- Description of the service(s) they provide (services should match those in the CDA Service Category and Data Dictionary):
 - *Information Services are available through an online community resource guide and by calling 760-873-5240 which is staffed, and language line offered as needed.*
- Where are the services provided (entire PSA, certain counties, etc.)? *The entire PSA*
- How does the AAA ensure that the service continues to be provided in the PSA without the use of Title III E funds?
 - *These services are currently offered through ESAAA staff that are funded by a combination of state funds and County General Funds and is considered by the County of Inyo as an essential program for the community.*

Caregiver Information Services- Information Services

- Provider name and address:
 - *Eastern Sierra Area Agency on Aging, 682 Spruce St. Bishop CA 93514*
- Description of the service(s) they provide (services should match those in the CDA Service Category and Data Dictionary):
 - *Information Services are available through an online community resource guide and by calling 760-873-5240 which is staffed, and language line offered as needed.*
- Where are the services provided (entire PSA, certain counties, etc.)? *The entire PSA*
- How does the AAA ensure that the service continues to be provided in the PSA without the use of Title III-E funds?
 - *These services are currently offered through ESAAA staff that are funded by a combination of state funds and County General Funds and is considered by the County of Inyo as an essential program for the community.*

Caregiver Support Services

- Provider name and address:
 - *The AAA does not have a service provider in the area to provide these services.*
- Description of the service(s) they provide (services should match those in the CDA Service Category and Data Dictionary):
 - *The AAA does not have a service provider in the area to provide these services.*
- Where are the services provided (entire PSA, certain counties, etc.)? *The entire PSA*
- How does the AAA ensure that the service continues to be provided in the PSA without the use of Title III-E funds?
 - *The AAA does not have a service provider in the area to provide these services.*

Caregiver Supplemental Services- Legal Consultation

- Provider name and address:
 - *California Indian Legal Services 873 N. Main St Bishop CA 93514*
- Description of the service(s) they provide (services should match those in the CDA Service Category and Data Dictionary):
 - *Legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.*
- Where are the services provided (entire PSA, certain counties, etc.)? *The entire PSA*
- How does the AAA ensure that the service continues to be provided in the PSA without the use of Title III-E funds?
 - *The AAA contracts with CILS as they are the only available agency in Inyo and Mono Counties.*

Older Relative Caregiver Services

The AAA does not provide or contract for Older Relative Caregiver Services. Due to the capacity of the program and the amount of funding received, PSA 16 is unable to do so.

SECTION 11. LEGAL ASSISTANCE

2024-2028 Four-Year Area Planning Cycle

This section must be completed and submitted annually. The Older Americans Act Reauthorization Act of 2020 designates legal assistance as a priority service under Title III B [42 USC §3026(a)(2)]¹². CDA developed *California Statewide Guidelines for Legal Assistance* (Guidelines), which are to be used as best practices by CDA, AAAs and LSPs in the contracting and monitoring processes for legal services, and located at: https://aging.ca.gov/Providers_and_Partners/Legal_Services/#pp-gg

Based on your local needs assessment, what percentage of Title IIIB funding is allocated to Legal Services? **Discuss:** Needs identified during the needs assessment clustered in the largest numbers around isolation, transportation, assistance with activities of daily living, and having enough money to meet the basic needs of food, clothing, and shelter. While legal services were not identified as one of the higher priorities, assistance with legal issues such as wills/trusts, evictions, and benefits was identified as a need. The minimum percentage identified during the area planning and subsequent updates is 10%. However, funding has been provided at a higher level than the minimum percentage.

How have your local needs changed in the past year(s)? Please identify any changes (include whether the change affected the level of funding and the difference in funding levels in the past four years). **Discuss:** There were minimal significant changes noted in local needs, although there has been a new focus on housing/eviction related issues and advanced health care directives as reported by the contractor, with the needs assessment priority still identifying legal assistance for matters such as contracts, wills, estate planning and related issues. The pandemic did result in some increased need as it relates to navigating legal issues related to housing and funds provided through relief funding were allocated in this manner. The base allocation, and subsequent one-time only funding, continued to be contracted at the 10% minimum percentage with an additional ~\$10,000 of supportive service funding.

How does the AAA's contract/agreement with the Legal Services Provider(s) (LSPs) specify and ensure that the LSPs are expected to use the California Statewide Guidelines in the provision of OAA legal services? **Discuss:** Yes, ESAAA contracts legal services in compliance with CDA requirements and ensures that the contractual agreement includes the expectation that the contractor will use California Statewide Guidelines in the provision of legal services.

How does the AAA collaborate with the Legal Services Provider(s) to jointly establish specific priority issues for legal services? What are the top four (4) priority legal issues in your PSA? **Discuss:** Yes, the top four legal issues include housing/eviction related issues, advanced health care directives, assistance with public funding access, and legal matters involving contracts, wills and estate planning.

How does the AAA collaborate with the Legal Services Provider(s) to jointly identify the target population? What is the targeted senior population and mechanism for reaching targeted groups in your PSA? **Discuss:** Yes, the AAA and contractor communicate as needed to ensure that more isolated and target populations' legal needs are addressed through access. Sharing information as to types of calls and identifying any trends in types of calls or underserved populations/areas is communicated in order to better coordinate and plan.

How many legal assistance service providers are in your PSA? **Complete table below.**

Fiscal Year	# of Legal Assistance Services Providers	Did the number of service providers change? If so please explain
2024-2025	1	No
2025-2026		
2026-2027		
2027-2028		

¹² For Information related to Legal Services, contact Jeremy A. Avila at 916 419-7500 or Jeremy.Avila@aging.ca.gov

7. What methods of outreach are Legal Services Providers using? **Discuss:** Yes, the AAA and contractor communicate as needed to ensure that more isolated and target populations' legal needs are addressed through access. Sharing information as to types of calls and identifying any trends in types of calls or underserved populations/areas is communicated in order to better coordinate and plan.

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

Fiscal Year	Name of Provider	Geographic Region covered
2024-2025	California Indian Legal Services	Inyo and Mono Counties
2025-2026		
2026-2027		
2027-2028		

Discuss how older adults access Legal Services in your PSA and whether they can receive assistance remotely (e.g., virtual legal clinics, phone, U.S. Mail, etc.). **Discuss:**

Access is affected in person, by phone, through remote outreach, and virtual platforms.

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

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

What other organizations or groups does your legal service provider coordinate services with? **Discuss:** The provider coordinates services with other ESAAA programs, Social Services programs in both counties, the LTC Ombudsman, and with the local bar to ensure a continuum of legal information/services throughout the PSA.

SECTION 12. DISASTER PREPAREDNESS

Disaster Preparation Planning Conducted for the 2024-2028 Planning Cycle Older Americans Act Reauthorization Act of 2020, Section 306(a)(17); 310, CCR Title 22, Sections 7529 (a)(4) and 7547, W&I Code Division 8.5, Sections 9625 and 9716, CDA Standard Agreement, Exhibit E, Article 1, 22-25, Program Memo 10-29(P)

Describe how the AAA coordinates its disaster preparedness plans, policies, and procedures for emergency preparedness and response as required in OAA, Title III, Section 310 with: local emergency response agencies, relief organizations, state and local governments, and other organizations responsible.

Identify each of the local Office of Emergency Services (OES) contact person(s) within the PSA that the AAA will coordinate with in the event of a disaster (add additional information as needed for each OES within the PSA):

Name	Title	Telephone	Email
Kathy Peterson	Mono County Social Services Director	Office: 760-924-1763 Cell: 760-937-6518	kpeterson@mono.ca.gov
Nate Greenberg	Inyo County Administrative Officer	Office: 760-878-0377	ngreenberg@inyocounty.us

1. Identify the Disaster Response Coordinator within the AAA:

Name	Title	Telephone	Email
Taylor Hartshorn	Disaster Program Manager	Office: 760-873-7871	thartshorn@inyocounty.us
Mikaela Torres	Emergency Services Manager	Office : 760-878-0120	mtorres@inyocounty.us

2. List critical services the AAA will continue to provide to the participants after a disaster and describe how these services will be delivered (i.e., Wellness Checks, Information, Nutrition programs):

Critical Services	How Delivered?
A. Outreach to frail, vulnerable older adults for well-being checks, identified through GPS database and California Aging Reporting System (CARS) database, Adult Protective Services, and In-Home Supportive Services caseload information.	A. By telephone and door-to-door, as determined by OES in consultation with AAA Disaster Response Coordinator
B. Provision of emergency shelters and/or heating/cooling centers	B. Community-based shelters and centers will be available within close travel distances; assisted transportation

	will be provided, as needed. Alternate facilities within regions identified for use should AAA facilities be impacted.
C. Basic food and nutrition	C. (1) Delivery of hot and/or frozen meals as capability allows, including shelf-ready (2) Access to disaster related CalFresh services
D. Access to critical medications, health services	D. Via local OES-Red Cross vendor agreements for pharmaceuticals, oxygen/other health care apparatus and care
E. After-disaster follow-up assessment	E. Telephone and/or in-person welfare checks

3. List critical resources the AAA needs to continue operations.

- Electricity
- Staff able to travel to centers.
- Food Deliveries

4. List any agencies or private/non-government organizations with which the AAA has formal or nonformal emergency preparation or response agreements. (contractual or MOU)

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

Red Cross-Los Angeles chapter

Inland Counties Emergency Medical Services Authority (ICEMA)

CalFresh (Food Stamps) agreement between Inyo and Mono Counties

5. Describe how the AAA will:

- Identify vulnerable populations:
- Identify possible needs of the participants before a disaster event (PSPS, Flood, Earthquake, ETC)
- Follow up with vulnerable populations after a disaster event.

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

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

6. How is disaster preparedness training provided?

- County staff are Disaster Service Workers
- Annual shelter training is provided.
- Disaster program staff annually provide preparedness presentations at Senior Centers and Community Events

SECTION 13. NOTICE OF INTENT TO PROVIDE DIRECT SERVICES

CCR Article 3, Section 7320 (a)(b) and 42 USC Section 3027(a)(8)(C)

If a AAA plans to directly provide any of the following services, it is required to provide a description of the methods that will be used to assure that target populations throughout the PSA will be served.

☐ Check if not providing any of the below-listed direct services.

Check applicable direct services**Title IIIB**

- ☒ Information and Assistance
☐ Case Management
☐ Outreach
☐ Program Development
☐ Coordination
☒ Long Term Care Ombudsman

Check each applicable Fiscal Year**24-25 25-26 26-27 27-28**

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

Title IIID

- ☒ Health Promotion – Evidence-Based

24-25 25-26 26-27 27-28

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|

Title IIIE⁹

- ☐ Information Services
☐ Access Assistance
☐ Support Services
☒ Respite Services
☐ Supplemental Services

24-25 25-26 26-27 27-28

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Title VII

- ☒ Long Term Care Ombudsman

24-25 25-26 26-27 27-28

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|

Title VII

- ☒ Prevention of Elder Abuse, Neglect, and Exploitation.

24-25 25-26 26-27 27-28

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|

Describe methods to be used to ensure target populations will be served throughout the PSA.

ESAAA staff will provide Information and Assistance by telephone to all areas of the PSA, maintaining updated resource information for both counties. In regard to Health Promotion, ESAAA staff, ALED classes on a quarterly basis, rotating the class location, throughout the PSA. Family Caregiver support services will be provided by ESAAA staff based, in part, upon referrals from the adult social service programs in both counties and will either provide respite services directly or through purchase of services. ESAAA staff will utilize demographic information, including primary language information, to prioritize target populations and to ensure that resources such as bilingual staff or the AT&T language line are utilized as needed.

⁸ Refer to CDA Service Categories and Data Dictionary.

SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

Identify Service Category: Home Delivered Meal

Check applicable funding source:⁹

☐ IIIIB

☐ IIIC-1

☒ IIIC-2

☐ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

Provide: documentation below that substantiates this request for direct delivery of the above stated service¹⁰: Comparable service provider able to provide hot meal delivery is not located within the Inyo/Mono County geographic part of the service area.

SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

Identify Service Category: Assisted Transportation

Check applicable funding source:⁹

☒ IIIIB

☐ IIIC-1

☐ IIIC-2

☐ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

Provide: documentation below that substantiates this request for direct delivery of the above stated service¹⁰: Comparable service provider is not located within the Inyo/Mono County geographic part of the service area.

SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

Identify Service Category: Congregate Meals

Check applicable funding source:⁹

☐ IIIIB

☒ IIIC-1

☐ IIIC-2

☐ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

Provide: documentation below that substantiates this request for direct delivery of the above stated service¹⁰: Comparable service provider is not located within the Inyo/Mono County geographic part of the service area.

SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

Identify Service Category: Nutrition Counseling

Check applicable funding source:⁹

☐ IIIIB

☐ IIIC-1

☒ IIIC-2

☐ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

Provide: documentation below that substantiates this request for direct delivery of the above stated service¹⁰: Comparable service provider is not located within the Inyo/Mono County geographic part of the service area.

SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

Identify Service Category: Nutrition Education

Check applicable funding source:⁹

☐ IIIIB

☐ IIIC-1

☒ IIIC-2

☐ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

Provide: documentation below that substantiates this request for direct delivery of the above stated service¹⁰. Comparable service provider is not located within the Inyo/Mono County geographic part of the service area.

SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

Identify Service Category: Telephone Reassurance

Check applicable funding source:⁹

☒ IIIIB

☐ IIIC-1

☐ IIIC-2

☐ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

Provide: documentation below that substantiates this request for direct delivery of the above stated service¹⁰. Comparable service provider is not located within the Inyo/Mono County geographic part of the service area.

SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

Identify Service Category: Transportation

Check applicable funding source:⁹

☒ IIIIB

☐ IIIC-1

☐ IIIC-2

☐ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

Provide: documentation below that substantiates this request for direct delivery of the above stated service¹⁰: Comparable service provider is not located within the Inyo/Mono County geographic part of the service area.

SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

Identify Service Category: Respite Homemaker

Check applicable funding source:⁹

☐ IIIIB

☐ IIIC-1

☐ IIIC-2

☒ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

Provide: documentation below that substantiates this request for direct delivery of the above stated service¹⁰. Comparable service provider is not located within the Inyo/Mono County geographic part of the service area.

SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

Identify Service Category: Respite Personal Care

Check applicable funding source:⁹

☐ IIIIB

☐ IIIC-1

☐ IIIC-2

☒ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

Provide: documentation below that substantiates this request for direct delivery of the above stated service¹⁰: Comparable service provider is not located within the Inyo/Mono County geographic part of the service area.

SECTION 14. REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

Complete and submit for CDA approval each direct service not specified previously. The request for approval may include multiple funding sources for a specific service.

☐ Check box if not requesting approval to provide any direct services.

Identify Service Category: Nutrition Education

Check applicable funding source:⁹

☐ IIIIB

☒ IIIC-1

☐ IIIC-2

☐ IIIE

☐ VII

☐ HICAP

Request for Approval Justification:

☒ Necessary to Assure an Adequate Supply of Service OR

☐ More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

☒ FY 24-25 ☒ FY 25-26 ☒ FY 26-27 ☒ FY 27-28

Provide: documentation below that substantiates this request for direct delivery of the above stated service¹⁰. Comparable service provider is not located within the Inyo/Mono County geographic part of the service area.

SECTION 15. GOVERNING BOARD**GOVERNING BOARD MEMBERSHIP
2024-2028 Four-Year Area Plan Cycle**

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

Total Number of Board Members: 5

Name and Title of Officers:	Office Term Expires:
Matt Kingsley, Chairperson	January 2025
Scott Marcellin, Vice Chairperson	January 2027

Names and Titles of All Members:	Board Term Expires:
Jennifer Roeser	January 2025
Jeff Griffiths	January 2025
Trina Orrill	January 2027

Explain any expiring terms – have they been replaced, renewed, or other?

SECTION 16. ADVISORY COUNCIL**ADVISORY COUNCIL MEMBERSHIP
2024-2028 Four-Year Planning Cycle**

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

Total Council Membership (include vacancies) 9

Number and Percent of Council Members over age 60 4 _____ % Council 60+

Race/Ethnic Composition	% Of PSA's 60+Population	% on Advisory
White		
Hispanic		
Black		
Asian/Pacific Islander		
Native American/Alaskan Native		
Other		

Name and Title of Officers:	Office Term Expires:
Sandy Lund- Chairperson	December 2024
Roger Rasche- Vice Chairperson	December 2024
Heidi Dougherty	December 2024
Trina Orrill (Appointed in January of each year)	December 2024
Joel Ryan	December 2025
Vacant- Recruiting	December 2025
Vacant- Recruiting	December 2025
Vacant- Recruiting (Family Caregiver)	December 2025
Vacant- Recruiting	December 2025

Name and Title of other members:	Office Term Expires:

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

Yes No

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Representative with Low Income |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Representative with a Disability |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Supportive Services Provider |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Health Care Provider |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Local Elected Officials |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Persons with Leadership Experience in Private and Voluntary Sectors |

Yes No Additional Other (Optional)

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Family Caregiver, including older relative caregiver |
| <input type="checkbox"/> | <input type="checkbox"/> | Tribal Representative |
| <input type="checkbox"/> | <input type="checkbox"/> | LGBTQ Identification |
| <input type="checkbox"/> | <input type="checkbox"/> | Veteran Status |
| <input type="checkbox"/> | <input type="checkbox"/> | Other _____ |

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

Explain what happens when term expires, for example, are the members permitted to remain in their positions until reappointments are secured? Have they been replaced, renewed or other? When a term expires, the member can choose to submit a letter of intent to request reappointment on the Council or they may choose to vacate the council for another person to obtain membership.

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

SECTION 17. MULTIPURPOSE SENIOR CENTER ACQUISITION OR CONSTRUCTION COMPLIANCE REVIEW ¹¹

CCR Title 22, Article 3, Section 7302(a)(15)
20-year tracking requirement

- ☒ No. Title IIIB funds not used for Acquisition or Construction.
- ☐ Yes. Title IIIB funds used for Acquisition or Construction.

Title III Grantee and/or Senior Center (complete the chart below):

Title III Grantee and/or Senior Center	Type Acq/Const	IIIB Funds Awarded	% Total Cost	Recapture Period Begin	Recapture Period End	Compliance Verification State Use Only
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						

Acquisition is defined as obtaining ownership of an existing facility (in fee simple or by lease for 10 years or more) for use as a Multipurpose Senior Center.

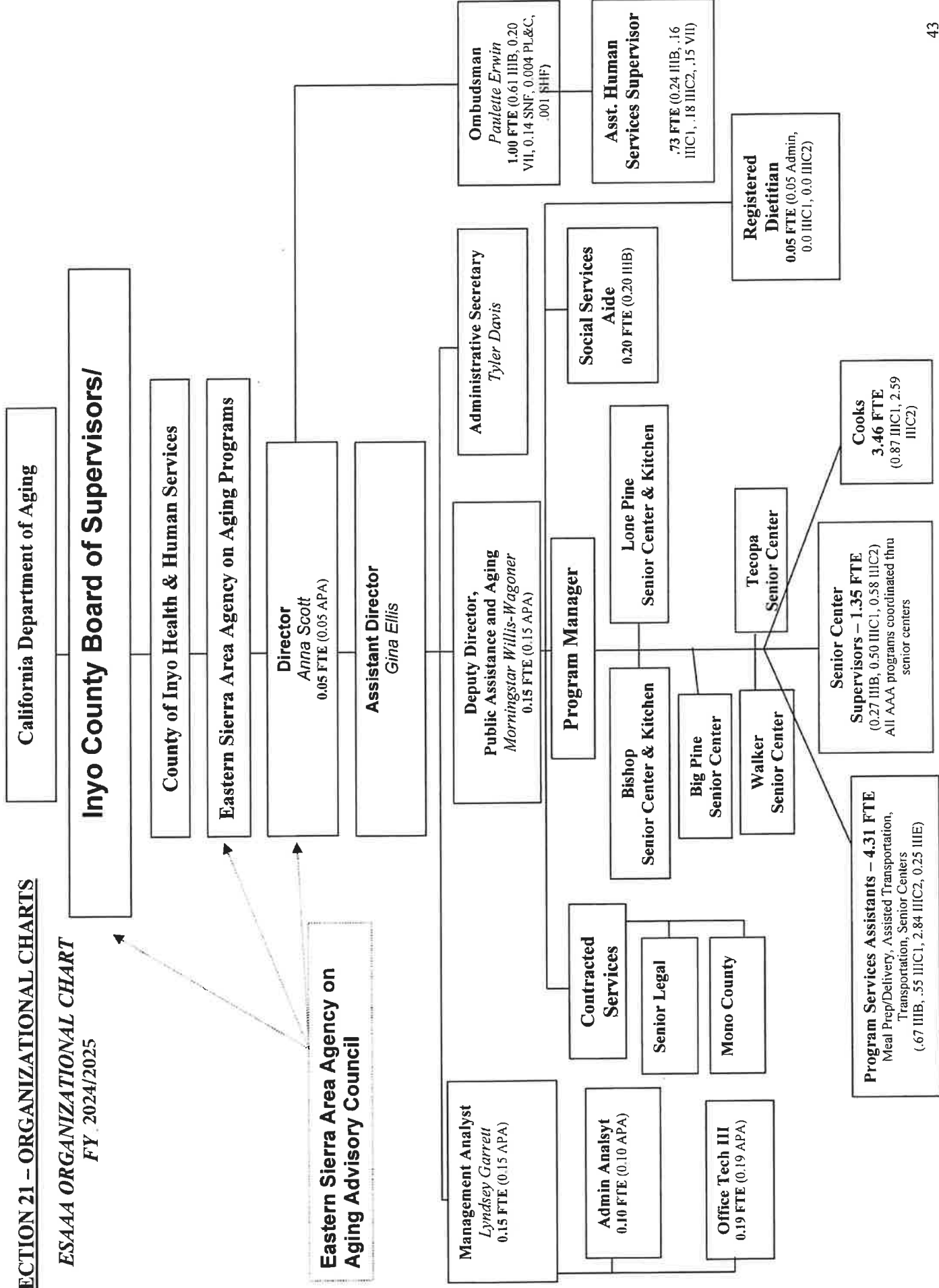
SECTION 18. ORGANIZATION CHART

Please see attached document.

SECTION 21 – ORGANIZATIONAL CHARTS

ESAAA ORGANIZATIONAL CHART

FY 2024/2025



FY 24/25 Administrative (APA) FTE's is .69 = \$145,627 in Salaries and Benefits + \$62,636 in other costs (A-87, rent, etc.) for a total of \$208,263, which is covered by the CDA Administrative Allocation of \$165,510 and match in the amount of \$42,753.

SECTION 19. ASSURANCES

Pursuant to the Older Americans Act Reauthorization Act of 2020, (OAA), the Area Agency on Aging assures that it will:

A. Assurances

1. OAA 306(a)(2)

Provide an adequate proportion, as required under Older Americans Act Reauthorization Act of 2020 Section 307(a)(2), of the amount allotted for part B to the planning and service area will be expended for the delivery of each of the following categories of services—

- (A) services associated with access to services (transportation, health services (including mental and behavioral health services) outreach, information and assistance, (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible) and case management services);
- (B) in-home services, including supportive services for families of older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and
- (C) legal assistance; and assurances that the area agency on aging will report annually to the State agency in detail the amount of funds expended for each such category during the fiscal year most recently concluded;

2. OAA 306(a)(4)(A)(i)(I-II)

(I) provide assurances that the area agency on aging will -

- (aa) set specific objectives, consistent with State policy, for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement;
- (bb) include specific objectives for providing services to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and;

(II) include proposed methods to achieve the objectives described in (aa) and (bb) of subclause (I);

3. OAA 306(a)(4)(A)(ii)

Include in each agreement made with a provider of any service under this title, a requirement that such provider will—

- (I) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider;
- (II) to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and
- (III) meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service

area.

4. OAA 306(a)(4)(A)(iii)

With respect to the fiscal year preceding the fiscal year for which such plan is prepared—

- (I) identify the number of low-income minority older individuals in the planning and service area.
- (II) describe the methods used to satisfy the service needs of such minority older individuals; and
- (III) provide information on the extent to which the area agency on aging met the objectives described in assurance number 2.

5. OAA 306(a)(4)(B)

Use outreach efforts that —

- (i) identify individuals eligible for assistance under this Act, with special emphasis on—
 - (I) older individuals residing in rural areas.
 - (II) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
 - (III) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
 - (IV) older individuals with severe disabilities.
 - (V) older individuals with limited English proficiency.
 - (VI) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and
 - (VII) older individuals at risk for institutional placement, specifically including survivors of the Holocaust; and
- (ii) inform the older individuals referred to in sub-clauses (I) through (VII) of clause (i), and the caretakers of such individuals, of the availability of such assistance;

6. OAA 306(a)(4)(C)

Contain an assurance that the Area Agency on Aging will ensure that each activity undertaken by the agency, including planning, advocacy, and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas;

7. OAA 306(a)(5)

Provide assurances that the Area Agency on Aging will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities, and individuals at risk for institutional placement with agencies that develop or provide services for individuals with disabilities;

8. OAA 306(a)(6)(I)

Describe the mechanism(s) for assuring that each Area Plan will include information detailing how the Area Agency will, to the extent feasible, coordinate with the State agency to disseminate information about the State assistive technology entity and access to assistive

technology options for serving older individuals.

9. OAA 306(a)(9)(A)-(B)

- (A) Provide assurances that the Area Agency on Aging, in carrying out the State Long-Term Care Ombudsman program under 307(a)(9), will expend not less than the total amount of funds appropriated under this Act and expended by the agency in fiscal year 2019 in carrying out such a program under this title;
- (B) funds made available to the Area Agency on Aging pursuant to section 712 shall be used to supplement and not supplant other Federal, State, and local funds expended to support activities described in section 712;

10. OAA 306(a)(11)

Provide information and assurances concerning services to older individuals who are Native Americans (referred to in this paragraph as “older Native Americans”), including—

- (A) information concerning whether there is a significant population of older Native Americans in the planning and service area and if so, an assurance that the area agency on aging will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under this title;
- (B) An assurance that the Area Agency on Aging will to the maximum extent practicable, coordinate the services the agency provides under this title with services provided under title VI; and
- (C) An assurance that the Area Agency on Aging will make services under the area plan available, to the same extent as such services are available to older individuals within the planning and service area, to older Native Americans.

11. OAA 306(a)(13)(A-E)

- (A) maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships;
- (B) disclose to the Assistant Secretary and the State agency—
 - (i) the identity of each nongovernmental entity with which such agency has a contract or commercial relationship relating to providing any service to older individuals; and
 - (ii) the nature of such contract or such relationship.
- (C) demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such contract or such relationship;
- (D) demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such contract or such relationship; and
- (E) on the request of the Assistant Secretary or the State, for the purpose of monitoring compliance with this Act (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals;

12. 306(a)(14)

Provide assurances that preference in receiving services under this Title will not be given

by the Area Agency on Aging to particular older individuals as a result of a contract or commercial relationship that is not carried out to implement this title;

13. 306(a)(15)

Provide assurances that funds received under this title will be used—

- (A) to provide benefits and services to older individuals, giving priority to older individuals identified in Section 306(a)(4)(A)(i); and
- (B) in compliance with the assurances specified in Section 306(a)(13) and the limitations specified in Section 212;

14. OAA 305(c)(5)

In the case of a State specified in subsection (b)(5), the State agency shall provide assurance, determined adequate by the State agency, that the Area Agency on Aging will have the ability to develop an area plan and to carry out, directly or through contractual or other arrangements, a program in accordance with the plan within the planning and service area.

15. OAA 307(a)(7)(B)

- i. no individual (appointed or otherwise) involved in the designation of the State agency or an Area Agency on Aging, or in the designation of the head of any subdivision of the State agency or of an Area Agency on Aging, is subject to a conflict of interest prohibited under this Act;
- ii. no officer, employee, or other representative of the State agency or an Area Agency on Aging is subject to a conflict of interest prohibited under this Act; and
- iii. mechanisms are in place to identify and remove conflicts of interest prohibited under this Act.

16. OAA 307(a)(11)(A)

- i. enter into contracts with providers of legal assistance, which can demonstrate the experience or capacity to deliver legal assistance;
- ii. include in any such contract provisions to assure that any recipient of funds under division (i) will be subject to specific restrictions and regulations promulgated under the Legal Services Corporation Act (other than restrictions and regulations governing eligibility for legal assistance under such Act and governing membership of local governing boards) as determined appropriate by the Assistant Secretary; and
- iii. attempt to involve the private bar in legal assistance activities authorized under this title, including groups within the private bar furnishing services to older individuals on a pro bono and reduced fee basis.

17. OAA 307(a)(11)(B)

That no legal assistance will be furnished unless the grantee administers a program designed to provide legal assistance to older individuals with social or economic need and has agreed, if the grantee is not a Legal Services Corporation project grantee, to coordinate its services with existing Legal Services Corporation projects in the planning and service area in order to concentrate the use of funds provided under this title on individuals with the greatest such need; and the Area Agency on Aging makes a finding, after assessment, pursuant to standards for service promulgated by the Assistant

Secretary, that any grantee selected is the entity best able to provide the particular services.

18. OAA 307(a)(11)(D)

To the extent practicable, that legal assistance furnished under the plan will be in addition to any legal assistance for older individuals being furnished with funds from sources other than this Act and that reasonable efforts will be made to maintain existing levels of legal assistance for older individuals; and

19. OAA 307(a)(11)(E)

Give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination.

20. OAA 307(a)(12)(A)

Any Area Agency on Aging, in carrying out such services will conduct a program consistent with relevant State law and coordinated with existing State adult protective service activities for -

- i. public education to identify and prevent abuse of older individuals.
- ii. receipt of reports of abuse of older individuals.
- iii. active participation of older individuals participating in programs under this Act through outreach, conferences, and referral of such individuals to other social service agencies or sources of assistance where appropriate and consented to by the parties to be referred; and
- iv. referral of complaints to law enforcement or public protective service agencies where appropriate.

21. OAA 307(a)(15)

If a substantial number of the older individuals residing in any planning and service area in the State are of limited English-speaking ability, then the State will require the Area Agency on Aging for each such planning and service area -

(A) To utilize in the delivery of outreach services under Section 306(a)(2)(A), the services of workers who are fluent in the language spoken by a predominant number of such older individuals who are of limited English-speaking ability.

(B) To designate an individual employed by the Area Agency on Aging, or available to such Area Agency on Aging on a full-time basis, whose responsibilities will include:

- i. taking such action as may be appropriate to assure that counseling assistance is made available to such older individuals who are of limited English-speaking ability in order to assist such older individuals in participating in programs and receiving assistance under this Act; and
- ii. providing guidance to individuals engaged in the delivery of supportive services under the area plan involved to enable such individuals to be aware of cultural sensitivities and to take into account effective linguistic and cultural differences.

22. OAA 307(a)(18)

Conduct efforts to facilitate the coordination of community-based, long-term care services, pursuant to Section 306(a)(7), for older individuals who -

- (A) reside at home and are at risk of institutionalization because of limitations

on their ability to function independently;

(B) are patients in hospitals and are at risk of prolonged institutionalization; or

(C) are patients in long-term care facilities, but who can return to their homes if community-based services are provided to them.

23. OAA 307(a)(26)

Area Agencies on Aging will provide, to the extent feasible, for the furnishing of services under this Act, consistent with self-directed care.

B. Code of Federal Regulations (CFR), Title 45 Requirements:

24. CFR [1321.53(a)(b)]

(a) The Older Americans Act intends that the area agency on aging shall be the leader relative to all aging issues on behalf of all older persons in the planning and service area.

This means that the area agency shall proactively carry out, under the leadership and direction of the State agency, a wide range of functions related to advocacy, planning, coordination, inter-agency linkages, information sharing, brokering, monitoring and evaluation, designed to lead to the development or enhancement of comprehensive and coordinated community-based systems in, or serving, each community in the Planning and Service Area. These systems shall be designed to assist older persons in leading independent, meaningful and dignified lives in their own homes and communities as long as possible.

(b) A comprehensive and coordinated community-based system described in paragraph (a) of this section shall:

(1) Have a visible focal point of contact where anyone can go or call for help, information or referral on any aging issue;

(2) Provide a range of options;

(3) Assure that these options are readily accessible to all older persons: The independent, semi-dependent and totally dependent, no matter what their income;

(4) Include a commitment of public, private, voluntary and personal resources committed to supporting the system;

(5) Involve collaborative decision-making among public, private, voluntary, religious and fraternal organizations and older people in the community;

(6) Offer special help or targeted resources for the most vulnerable older persons, those in danger of losing their independence;

(7) Provide effective referral from agency to agency to assure that information or assistance is received, no matter how or where contact is made in the community;

(8) Evidence sufficient flexibility to respond with appropriate individualized assistance, especially for the vulnerable older person;

(9) Have a unique character which is tailored to the specific nature of the community;

(10) Be directed by leaders in the community who have the respect, capacity and authority necessary to convene all interested persons, assess needs, design solutions, track overall success, stimulate change and plan community responses for the present and for the future.

25. CFR [1321.53(c)]

The resources made available to the Area Agency on Aging under the Older Americans Act are to be used to finance those activities necessary to achieve elements of a community-based system set forth in paragraph (b) of this section.

26. CFR [1321.53(c)]

Work with elected community officials in the planning and service area to designate one or more focal points on aging in each community, as appropriate.

27. CFR [1321.53(c)]

Assure that services financed under the Older Americans Act in, or on behalf of, the community will be either based at, linked to or coordinated with the focal points designated.

28. CFR [1321.53(c)]

Assure access from designated focal points to services financed under the Older Americans Act.

29. CFR [1321.53(c)]

Work with, or work to assure that community leadership works with, other applicable agencies and institutions in the community to achieve maximum collocation at, coordination with or access to other services and opportunities for the elderly from the designated community focal points.

30. CFR [1321.61(b)(4)]

Consult with and support the State's long-term care ombudsman program.

31. CFR [1321.61(d)]

No requirement in this section shall be deemed to supersede a prohibition contained in the Federal appropriation on the use of Federal funds to lobby the Congress; or the lobbying provision applicable to private nonprofit agencies and organizations contained in OMB Circular A-122.

32. CFR [1321.69(a)]

Persons age 60 and older who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services under this part.



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

August 20, 2024

Reference ID:
2024-544

Agreement with Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services

Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and Approve the agreement between the County of Inyo and Kings View Professional Services of Fresno, CA for the provision of Electronic Health Record Information System and All Pay Sources Billing Services in an amount not to exceed \$1,195,744 for the period of July 1, 2024 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign the contract and the Business Associate Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

Kings View Corporation has been the electronic health record provider for Health and Human Services - Behavioral Health since 2016. They continue to provide support and training, assisting us in meeting new State and Federal regulations for billing Medi-Cal. They continue to maintain their role as host for Credible, our Electronic Health Record (EHR) software, as well as continuing to provide access to our old EHR system, Cerner.

Behavioral Health did not engage in the RFP process prior to choosing this contractor, as this was a sole-source procurement. A sole source procurement is justified in this situation because it would be too burdensome to transition to a new contractor who supports the use of the Credible electronic health record system.

This contract is coming before your Board as a ratification because the software changed in January 2023 to Credible and the contractor had to review all the new features and calculate the costs for them. This resulted in a delay of sending the contract to route for approval.

FISCAL IMPACT:

Funding Source	MHSA CFTN funds, Medi-Cal Administrative funds and Behavioral Health Realignment.	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		

Current Fiscal Year Impact
Not to exceed \$1,195,744 for the period of July 1, 2024 through June 30, 2027
Future Fiscal Year Impacts
Not to exceed \$1,195,744 for the period of July 1, 2024 through June 30, 2027
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny approval of this contract and direct the Division to identify a viable alternative solution and implement it. This is not recommended as Inyo County has a long-standing history with this vendor and moving away at this point would have significant impact to operations and result in considerable staff time to find and implement an alternative. Not having an EHR in place would result in an inability to produce a claim to draw down Medi-Cal funds.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Department of Health Care Services: Medi-Cal and Medicare programs.

ATTACHMENTS:

1. Kings View Professional Services EHRS Agreement
2. Kings View HIPPA Business Associate Agreement

APPROVALS:

Lucy Vincent	Created/Initiated - 7/25/2024
Darcy Ellis	Approved - 7/25/2024
Lucy Vincent	Approved - 7/25/2024
Melissa Best-Baker	Approved - 8/2/2024
Anna Scott	Approved - 8/8/2024
Christian Milovich	Approved - 8/12/2024
John Vallejo	Approved - 8/12/2024
Amy Shepherd	Approved - 8/12/2024
Nate Greenberg	Final Approval - 8/12/2024

Agreement between INYO County and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services

This Agreement is made and entered into on the date of signature, by and between KINGS VIEW PROFESSIONAL SERVICES, a California corporation, hereinafter referred to as "CONTRACTOR," and the COUNTY OF INYO, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

RECITALS

- A. CONTRACTOR is a California for-profit corporation and provides computerized management information support and services for COUNTY'S Community Behavioral Health Electronic Health Record System – EHRS, other management consulting services, and assistance with billing of all pay sources.
- B. COUNTY desires to increase access to Behavioral Health management information services in an efficient and cost-effective manner and, therefore, desires to contract with CONTRACTOR, and CONTRACTOR desires to provide such services to COUNTY, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT

NOW, THEREFORE, in view of the foregoing and for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **PURPOSE.**

COUNTY desires to procure electronic health record system services ("EHRS") and assistance with billing of all Pay Sources from CONTRACTOR as described in Exhibit "A" – Scope of Services, attached hereto and incorporated by reference herein, and CONTRACTOR agrees to provide the services set forth in Exhibit "A" – Scope of Services for the compensation and on the terms and conditions set forth herein.

2. **TERM.**

- a. This Agreement shall become effective upon the date of signature and shall continue in full force and effect for three (3) years from July 1, 2024, through June 30, 2027, unless sooner terminated in accordance with the Section entitled "TERMINATION", as set forth elsewhere in this Agreement.

The compounded term of the Agreement shall not exceed three (3) years. Renewal costs for CONTRACTOR and EHRS Software support will be based on initial costs as outlined in Section 3 titled COMPENSATION.

- b. **Non-appropriation of funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this contract, insufficient funds are appropriated to make the payments called for by this contract, this contract shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this contract and Contractor shall not be obligated to perform any further services under this contract. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this contract with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation, or statute.
3. **COMPENSATION.** COUNTY agrees to pay CONTRACTOR for the services provided by CONTRACTOR hereunder the amounts as set forth in Exhibit A Compensation, attached hereto and incorporated by reference herein. Payment of 1/12th the total for Annual Services amount will be due and payment on the first day of each month commencing with the Effective Date of the contract. The amount of compensation for each subsequent year under this Agreement shall increase by 8% or CPI% over the prior fiscal year whichever is lower as outlined in Exhibit A.

Onsite implementation and training services will be provided by CONTRACTOR at COUNTY facility or CONTRACTOR'S Fresno location. Onsite implementation and training services provided at COUNTY'S location will be invoiced to COUNTY for all lodging, travel and per diem expenses associated with onsite implementation services not to exceed \$5,000 annually.

CONTRACTOR will provide COUNTY with documentation from Vendor Software companies supporting amounts outlined in Exhibit B annual amounts plus monthly processing fee of 5% added to amount invoiced to County. Any increases will be documented and approved via an addendum.

Contractor will assist County with monitoring usage to mitigate overage in Exhibit B.

4. **INSURANCE.**

- a. CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the COUNTY as may be required by the COUNTY. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives, and agents shall be in excess of the Contractor's insurance and shall not contribute with it. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the COUNTY for all of the following insurance policies:
 - i. **Worker's Compensation** - in compliance with the laws and statutes of the State of California.
 - ii. **General Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall indicate on the certificate of insurance the preceding coverage's and indicate the policy aggregate limit applying to premises and operations and broad form contractual.
 - iii. **Automobile Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles.
 - iv. **Cyber Liability** – CONTRACTOR during the term of the agreement agrees to furnish COUNTY certificate of Cyber Liability Insurance annually based on the start date of the agreement. COUNTY will be named as a covered entity.
 - v. CONTRACTOR'S insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A: VII.
- b. COUNTY agrees to furnish CONTRACTOR with a copy of an Endorsement to COUNTY'S liability insurance policy naming CONTRACTOR as an additional insured, in the amount at least \$1,000,000 combined single limit coverage containing a prior written notice feature to provide thirty (30) days notice to CONTRACTOR.

5. **RESPONSIBILITIES OF COUNTY.** During the term of this Agreement, COUNTY shall have the obligation to:

- a. Cooperate with CONTRACTOR. COUNTY shall cooperate with CONTRACTOR by timely and accurately providing all information required by CONTRACTOR for the delivery of the MIS and billing of all Pay Sources Services pursuant to this Agreement.
- b. COUNTY, at its sole cost and expense, shall provide all equipment necessary for the installation, operation and maintenance of on-site information management and control, including communications equipment compatible with CONTRACTOR'S equipment. Included in the equipment to be provided by COUNTY shall be cabling, personal computers, server, a router, and a dedicated line for connection with CONTRACTOR'S information system.

6. **WARRANTIES.**

- a. Limited Warranty. CONTRACTOR makes the following representations and warranties with respect to the Software Products to be utilized in the performance of the services hereunder.
 - i. The Software Products do not infringe any U.S. or international copyright or trade secret, or, to the knowledge of CONTRACTOR, any patent right or other Intellectual Property right of any third party.
 - ii. The Software Products do not, at the time of delivery to COUNTY, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities nor do the Software Products contain any encoded or embedded serial number, time-out or any similar or dissimilar disabling device or characteristic, and that no such device or characteristic will be contained in any future Software Products made available by CONTRACTOR.
 - iii. The Software Products will, in all material respects, operate properly in conjunction and concurrent with the software listed as required third party technologies in the agreement. This warranty does not extend to the operation of the Software Products in conjunction with other software applications. It is understood that the third-party technologies required to operate Enhancements or New Versions of the Software Products may change over time.
 - iv. CONTRACTOR'S warranties do not apply to: (i) any copy of the Software Products modified by any Person or Organization other than CONTRACTOR or an authorized representative of CONTRACTOR; (ii) use of the Software Products other than in

accordance with the most current Documentation; (iii) failures caused by defects, problems, or failures in selection, installation, or configuration of COUNTY Equipment; (iv) failures caused by defects or problems with software applications other than the Software Products; (v) failures caused by conflicts with software applications not listed as required third party technologies in the agreement; (vi) failures caused by any Internet Services Provider; (vii) failures caused by malicious software; or (viii) failures caused by negligence or malicious conduct of COUNTY or its designees or any Person or Organization except CONTRACTOR or an authorized representative of CONTRACTOR.

- v. CONTRACTOR makes no warranty: (i) that the functions performed by the Software Products will meet COUNTY'S requirements or achieve the results desired by COUNTY or will operate in the combinations that may be selected for use by COUNTY; (ii) that the operation of the Software Products will be error free in all circumstances; (iii) that all defects in the Software Products that would not constitute a Material Breach will be corrected; nor (iv) that the operation of the Software Products will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of CONTRACTOR.

b. Disclaimer:

Except as specifically set forth in this agreement and the exhibits hereto, CONTRACTOR makes no representations or warranties, whether written or oral, express or implied, with respect to the subject matter of this agreement or exhibit to this agreement, and CONTRACTOR hereby disclaims all other representations and warranties, including any implied warranties or merchantability or implies warranties of fitness or suitability for a particular purpose, (whether or not CONTRACTOR knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in trade, or by course of dealing. In addition, CONTRACTOR expressly disclaims any warranty or representation to any person or organization other than COUNTY with respect to the software products or any part thereof.

7. **LIMITATION OF LIABILITY.**

In no event will contractor be liable for any loss of revenue, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind in connection with the use of the software products or the delivery of the services to be provided under this agreement or its exhibits. It is understood that such software products will be used in the delivery of clinical services and administration of human service programs, and it is agreed

that responsibility for all decisions relating to the provision of treatment, payment of benefits and allocation of resources are the responsibility of COUNTY and not the responsibility of CONTRACTOR. CONTRACTOR'S liability and county's sole remedies under this agreement for damages are limited to the repair or replacement of defective software products and defects, and, in the event of a final decision rendered in accordance with the dispute resolution procedures of section 21, finding a material breach by CONTRACTOR, refund of no more than then amount of compensation hereunder paid by COUNTY to CONTRACTOR for the six month period preceding such material breach. These disclaimers and limitations of liability will apply regardless of any other contrary provisions of this agreement and regardless of the form of action, whether in contract, tort, or otherwise.

8. **INDEMNIFICATION**

- a. **General Indemnification for COUNTY.** CONTRACTOR shall hold the COUNTY, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of CONTRACTOR, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.
- b. **General Indemnification for CONTRACTOR.** COUNTY shall hold CONTRACTOR, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of COUNTY, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.
- c. **Indemnification of Intellectual Property** Subject to the limitations of this Paragraph 8c and Paragraph 7 of this Agreement, CONTRACTOR shall indemnify and hold COUNTY, its agents and employees harmless from any loss, damage or liability for infringement of any United States patent right, copyright, trade secret or any other proprietary right with respect to the use of the items delivered hereunder, provided CONTRACTOR is promptly notified in writing of any suit or claim against COUNTY and provided further that COUNTY permits CONTRACTOR to defend, compromise or settle the same and gives CONTRACTOR all available information, assistance and authority to enable CONTRACTOR to do so. CONTRACTOR indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred in normal use. This paragraph shall survive any expiration or termination of this Agreement.

- i. If such materials are found to infringe, or in the reasonable opinion of CONTRACTOR are likely to be the subject of a claim, CONTRACTOR will, at its option:
 1. obtain for the COUNTY the right to use such materials;
 2. replace or modify the materials so they become non-infringing;
or
 3. if neither 1 or 2 is reasonably achievable, remove such materials and refund their net book value based on straight-line (equal year over year) depreciation with a salvage value of zero dollars over a five (5) year period commencing on the date the allegedly infringing item(s) were first delivered to the COUNTY.
- ii. CONTRACTOR has no obligation to the extent any claim results from:
 1. modification of the materials other than at the direction of CONTRACTOR, or
 2. Use of an allegedly infringing version of the materials, if the infringement could have been avoided by the use of a different version made available to the COUNTY.

This section states CONTRACTOR'S entire obligation to the COUNTY and the COUNTY'S sole remedy for any claim of infringement.

9. **NON-DISCRIMINATION BY CONTRACTOR**. In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status, or disability. This policy does not require the employment of unqualified persons.
10. **TERMINATION**.
 - a. COUNTY may terminate this Agreement by written notice in the event CONTRACTOR fails to perform its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. COUNTY may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.
 - b. CONTRACTOR may terminate this Agreement by written notice in the event COUNTY fails to perform any of its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. CONTRACTOR may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.

- c. CONTRACTOR will work with COUNTY to transfer Qualifacts support for Credible EHRS from Kings View Support Services to COUNTY in order to allow COUNTY to have access to legacy historical data.

11. **INTELLECTUAL PROPERTY RIGHTS.**

- a. The Software Products are protected by both United States copyright law and international copyright treaty provisions. Qualifacts retains sole and exclusive ownership of all rights, title, and interest in and to the Software Products and all Intellectual Property rights relating thereto.
- b. It is expressly understood by COUNTY and CONTRACTOR that Qualifacts will retain the sole and exclusive ownership and intellectual property rights to any customized modifications or enhancements of the software products or any original software products created by Qualifacts for COUNTY or CONTRACTOR. Any such work will not be considered "work for hire" within the meaning of copyright law, even if COUNTY or CONTRACTOR pays Qualifacts to develop the enhancement or software product
- c. Except as authorized by this Agreement, COUNTY will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (1) sell, lease, license, sublicense, market, or distribute the Software Products anywhere in the world; (2) de-compile, disassemble, or reverse engineer the Software Products, in whole or in part; (3) write or develop any derivative work based upon the Software Products, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Products by any third party, except as permitted by this Agreement or with Qualifacts' prior written consent.

12. **CONFIDENTIAL INFORMATION; TRADE SECRETS.**

- a. The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information, and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereafter defined), including any proprietary business information of which the receiving party becomes aware as a result of its access to and presence at the other party's facilities. "Trade Secrets" means information related to the business or services of the disclosing party or its affiliates, including without limitation the Software Products, its documentation and support materials which: (i) derives economic value,

actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy, including, without limitation, (a) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature, (b) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication, or (c) otherwise treating such information as confidential. "Trade Secret" means, without limitation, any and all technical and non-technical data related to designs, programs, research, software file structures, flow charts, business rules embedded within Software Products, drawings, techniques, standards, Source Code and Object Code of the Software Products, the documentation, inventions, finances, actual or potential customers and suppliers, research, development, marketing, and existing and future products and employees of the disclosing party and its affiliates. "Company Information" means, collectively, the Confidential Information and Trade Secrets. Company Information also includes information that has been disclosed to any party by a third party which such party is obligated to treat as confidential, and all software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto.

- b. **Obligations.** COUNTY and CONTRACTOR will each use the same care to prevent disclosing to third parties the Company Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Furthermore, except as contemplated by this Agreement, neither party will: (i) make any use of the other party's Company Information; (ii) acquire any right in or assert any lien against the other party's Company Information; (iii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iv) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request of the other party. COUNTY will reimburse Contractor for the cost of destruction of information maintained on backup tapes.
- c. **Exclusions.** Notwithstanding the foregoing, this section shall not apply to any information that the receiving party can demonstrate: (i) was in the public domain at the time of disclosure to it; (ii) was published or otherwise became a part of the public domain, after disclosure to the receiving party, through no fault of its own; (iii) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information without a breach of duty owed

to the disclosing party; or (iv) was independently developed by the receiving party without reference to the Company Information of the disclosing party. Further, either party may disclose the other party's Company Information to the extent required by law or by order of a court or governmental agency.

d. Report of Unauthorized Use or Disclosure of Company Information.

- i. Each party will immediately report to the other any use or disclosure of Company Information of the other that is not permitted by this Agreement or other written agreement of the parties.
- ii. COUNTY will not allow any person other than an Authorized User or Qualifacts or Contractor staff access to the Software Products or to use Company Information until that person has executed a written agreement with Qualifacts holding that person to the same requirements as this part 9 and COUNTY has been notified by Qualifacts that this Agreement has been executed and that the Person has permission to access and use the Qualifacts Company Information to support COUNTY. Authorized Users are members of COUNTY'S Workforce to whom COUNTY has assigned passwords or otherwise permitted access to or use of the Software Products, and who have signified their agreement to terms and conditions of use of the Software Products that are consistent with this Agreement, including provisions for the protection of Qualifacts Intellectual Property Rights and Confidential Information. Workforce means directors, officers, employees, volunteers, trainees, and other persons whose conduct in the performance of work is under the direct control of COUNTY. Workforce does not include contractors other than Contractor who perform services that would otherwise be performed by Qualifacts or Contractor unless the contractor has signed an agreement with Qualifacts for the protection of Qualifacts' Intellectual Property rights.
- iii. COUNTY understands that Qualifacts' Proprietary Rights and Non-Disclosure Agreements prohibit any person other than Contractor, Qualifacts staff and Authorized Users from retaining possession of Qualifacts Company Information. COUNTY will immediately notify Contractor and Qualifacts if it becomes aware that any person other than an Authorized User or Qualifacts or Contractor staff has or appears to have in their possession Qualifacts Company Information or makes unsubstantiated claims that Qualifacts has granted permission to that person to use Qualifacts customer Information to support COUNTY.

- e. **Period of Limitation.** The covenants of confidentiality set forth herein: (i) will apply upon commencement of this Agreement to any Company Information disclosed to the receiving party, including Company Information disclosed during the course of negotiation of this Agreement, and (ii) will continue and must be maintained until termination of the Agreement, and in addition, with respect to Trade Secret, at any and all times after termination of the relationship between the parties hereto, during which such Trade Secrets retain their status as such under applicable law.
 - f. **Third Party Vendors.** It is understood that COUNTY may wish to create linkages between the Software Products and other software applications or databases. COUNTY acknowledges that the file structures and business rules of the Software Products and the documentation are the Intellectual Property of Qualifacts and Company Information, within the meaning of section 12b. COUNTY will not give third party vendors other than Contractor access to this Company Information without the written permission of Qualifacts. Qualifacts will give that permission if the third-party vendor enters a written Proprietary Rights, Non-Disclosure, and Non-Compete agreement with Qualifacts.
13. **ACCESS TO COUNTY SITES.** CONTRACTOR may need physical access to COUNTY facilities for technical services or support during this Agreement. Prior to any technical services or support visit by CONTRACTOR, an appointment will be made by CONTRACTOR with the COUNTY IT Helpdesk. A member of COUNTY'S IT staff must be on hand to provide access to the facility and accompany CONTRACTOR personnel.
14. **MEDICAL RECORDS.**
- a. **Ownership and Access.** All records contained in the patient files maintained by COUNTY shall be the property of COUNTY, and CONTRACTOR shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a person treated by a Provider during the term of the Agreement, unless otherwise agreed to by COUNTY. Any working copies of client records generated by CONTRACTOR will be maintained by CONTRACTOR throughout the term of the Agreement. At such time as the Agreement may be terminated, all working copies of client records will be securely delivered to COUNTY at COUNTY's expense and as directed by COUNTY. In the event of a claim or challenge by a patient or any regulatory authority, COUNTY shall cooperate with CONTRACTOR by making the patient files in COUNTY Behavioral Health's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). CONTRACTOR shall similarly cooperate with COUNTY and make available working copies of client records in the

event of such a claim or challenge. There is hereby made a part hereof the provisions of Exhibit "D" - Business Associates, which is incorporated by reference herein.

- b. **Compliance with Medicare Rules.** To the extent required by law or regulation, COUNTY shall make available, upon written request from CONTRACTOR, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and COUNTY'S books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by CONTRACTOR. COUNTY shall preserve and make available such books, documents, and records for a period of seven (7) years after the end of the term of this Agreement. If COUNTY is requested to disclose books, documents, or records pursuant to this subparagraph for any purpose, COUNTY shall notify CONTRACTOR of the nature and scope of such request, and COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents, or records. COUNTY shall defend, indemnify, and hold free and harmless CONTRACTOR if any amount of reimbursement is denied or disallowed because of COUNTY's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied plus any interest, penalties and reasonable legal fees and costs.

15. **COMPLIANCE.**

- a. **Compliance with Applicable Laws.** To the best of each party's knowledge and belief, COUNTY and CONTRACTOR have operated in compliance with all federal, state, county and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 United States Code Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payer.
- b. **Health Care Compliance.** COUNTY is presently participating in or otherwise authorized to receive reimbursement from payer programs and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as of the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payer program.

- c. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payer program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following:
- i. knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment.
 - ii. knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment.
 - iii. failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or
 - iv. knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly, or covertly, in cash or in kind or offering to pay or receive such remuneration
 - 1. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or
 - 2. in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements, and each party represents and warrants to the other that each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.
- d. **Changes in the Law.** In the event of any changes in law or regulations implementing or interpreting any federal or state law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform

and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.

16. **BOOKS AND RECORDS.** For the purpose of section 1861(v)(l)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto:
 - a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, COUNTY shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and
 - b. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and
 - c. If CONTRACTOR carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000.00 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.
 - d. If COUNTY is requested to disclose books, documents, or records pursuant to this paragraph for purpose of an audit, COUNTY shall notify CONTRACTOR of the nature and scope of such request and the COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents, or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

- e. If CONTRACTOR is requested to disclose books, documents, or records pursuant to this paragraph for purpose of an audit, CONTRACTOR shall notify COUNTY of the nature and scope of such request and the CONTRACTOR shall make available, upon written request of COUNTY, all such books, documents, or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.
- 17. **DRUG-FREE WORKPLACE.** CONTRACTOR shall provide a drug-free workplace and shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 18. **CULTURAL COMPETENCE.** CONTRACTOR and COUNTY shall use a set of professional skills, behaviors, attitudes, and policies in their systems that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of patients.
- 19. **INDEPENDENT CONTRACTOR.** CONTRACTOR is an independent contractor in the performance of its services and obligations under this Agreement. This Agreement is not intended to constitute a partnership or joint venture. Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees with all legally required employee benefits.
- 20. **INTEREST OF PUBLIC OFFICIALS.** No officer, agent, or employee of COUNTY during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 21. **DISPUTE RESOLUTION.**

The parties acknowledge their desire for a long-term and mutually beneficial business relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for business discussions intended to facilitate the resolution of such disagreement or dispute.

If the parties are unable to arrive at a mutually satisfactory solution through good faith business discussions, they shall first engage in mediation using the services of the American Health Lawyers Alternative Dispute Resolution Service or another dispute resolution service that is mutually acceptable to the parties. The parties shall share the costs of mediation equally.

If the parties are unable to resolve their dispute through mediation, they shall submit the dispute to binding arbitration in accordance with the Commercial

Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted before a single arbitrator in a location mutually agreed upon by the parties or in Hollister, CA if they are unable to agree to a location. In no event will the arbitrator have the power to exceed the scope of this Agreement with regard to limitations on warranties or damages. Judgment on an arbitration award that is consistent with this Agreement may be entered in any state or federal court of competent jurisdiction. The parties shall share the costs of arbitration equally.

Except for mediation and arbitration fees, which shall be shared by the parties, each party shall bear its own attorney's fees and other expenses associated with resolution of any dispute.

22. **WAIVER.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by CONTRACTOR or COUNTY.
23. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter contained herein, and no other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing, or writings signed by the duly authorized representative of the parties.
24. **CONTROLLING LAW.**
 - a. **Laws of California Control** The terms and conditions of this Agreement and all its Exhibits and rights and duties hereunder shall be governed by and construed in accordance with the laws of the State of California.
 - b. **Rules of Interpretation** no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.
25. **VENUE.** If either party files a lawsuit to enforce any provision of this Agreement, the proper venue for such a lawsuit shall be the INYO County Superior Court.
26. **PARTIAL INVALIDITY.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.
27. **GENDER.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.

28. **ASSIGNMENT.** This Agreement and the rights and obligations hereunder are not assignable by either party. Notwithstanding the foregoing, CONTRACTOR shall have the right to utilize subcontractors, provided such subcontractors comply with the provisions of this agreement. The use of a subcontractor will not release CONTRACTOR from its obligations hereunder.
29. **NOTICES.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

CONTRACTOR: Kings View Professional Services
Attn: Amanda Nugent Divine PhD, CEO
1396 W. Herndon Ave.
Fresno, CA 93711
(559) 256-0100 ext. 3011

COUNTY: Inyo County
HHS - Behavioral Health
1360 N. Main St., Ste. 124
Bishop, CA 93514

30. **INTERPRETATION.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party, and any ambiguities shall not be strictly construed for or against either party.

/

Signature Page Follows

/

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year set forth above.

“COUNTY”
COUNTY OF INYO

By _____

INYO County Board of Supervisors

Date: _____

APPROVED AS TO LEGAL FORM
COUNTY COUNSEL

By Christian E. Milovich
Christian E. Milovich (Jul 23, 2024 14:43 PDT)

Date: Jul 23, 2024

COUNTY CLERK

By _____

Date: _____

.....

“CONTRACTOR”
KINGS VIEW PROFESSIONAL SERVICES

By 
A04F617F73914D5...
Amanda Nugent Divine, PhD, CEO
Kings View Professional Services

Date: 7/24/2024

EXHIBIT A
INYO COUNTY

ELECTRONIC HEALTH RECORD SYSTEM (EHRS)

Total: \$287,392

Terms: 1/12th monthly

SCOPE OF SERVICES

This Scope of Services is applicable to the utilization of the current EHRS – Electronic Health Record System. It is not intended to address issues relative to office application documents, files and network support.

Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

Contractor shall provide the following services:

KVPS-EHRS Support

1. Contractor supports (as defined in this scope of work) the following Credible EHRS Software products currently in use or planned by County:

- Scheduling and Intake
- Financial Clearance and Eligibility
- Clinical Documentation
- Assessments And Treatment Planning
- Orders and Results
- Med Administration and Management
- ePrescribing
- Billing and Collections

- Reporting/Analytics
 - Compliance and Audit Management
2. Contractor will provide consultative services to County concerning current design for Credible EHRS when requested by County as needed.
 3. Contractor will maintain a LIVE, TRAIN and TEST version of EHRS on software vendor's hosted servers.
 4. Contractor will advise on and oversee load EHRS promotions:
 - a. Write and provide County to the best of Contractor's abilities a thorough risk-benefit analysis for all EHRS promotions based on supplied documentation from EHRS Software to include:
 - Summary of the purpose(s)
 - List of known and potential risks
 - List of known and potential benefits
 - Reporting implications
 - Identify any additional report functionality
 - b. Test EHRS promotions and work out known bugs.
 - c. Activate promotions only with County's authorization and in accordance with EHRS Software policy and procedures. County will provide Contractor with list of County staff allowed to authorize installation of promotions.
 - d. County is aware failure to load all EHRS promotions in sequence and as supplied by EHRS could impact Contractor's ability to meet scope of services as discussed in Exhibit A and EHRS support.
 5. Contractor will provide assistance with EHRS customization including workflow redesign, keying guides, design, and development of management forms, training materials and other assistance as it relates to various purchased modules of EHRS as needed and requested by County.
 6. Contractor will provide the following forms of documentation:

- a.** Develop manuals for AR and State Reporting delineating Contractor and County tasks and responsibilities.
- b.** Provide Risk/Benefit Analysis of Credible Promotions (see A.4 above).
- c.** Provide County with Kings View Professional Services Status Report overall operations of County's EHRS Software as mutually agreed. Report format, content and frequency will be determined and modified as needed by mutual agreement.
- d.** Document County's system schema as it relates to Kings View Professional Services provision of services and at the discretion of County's Information Technology management.
- e.** Consultation and assistance with Special Projects (audits, state reviews, other ad hoc requests) as needed by County including the following:
 - f.** Data/Reports
 - g.** Participate in Meetings/Calls

7. Status Reporting

- a.** Meet quarterly at mutually agreed time with County to identify problems/issues and agree to solutions.
- b.** Complete Kings View Professional Services Status Report

- 8.** Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and all related State and Federal regulations for the maintenance and storage of system data and files.
- 9.** Contractor will use all reasonable efforts to work with Credible Software and County to adhere to California compliance requirements set forth by California Department of Health Care Services.
- 10.** Contractor will work jointly with County to obtain certification of compliance with all applicable Medicare, Medi-Cal and HIPAA billing requirements and regulations.
- 11.** Contractor will maintain management forms and related data tables for

State reporting, billing and security.

12. Contractor will provide specialized reporting as required by County/State as a result of mandatory audit/reporting requirements. Contractor will provide customized reporting formats, forms, and update data tables as required for County's operation, and Contractor will generate reports for County as requested.
13. Contractor will use all reasonable efforts to see that all local, state and federal requirements are met with the times lines set by those agencies.
14. Contractor and County will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities and processes for each party.
15. Contractor will provide support as Lead for County's continued implementation strategies of various modules of the Electronic Health Record System.
16. Contractor will facilitate Hosting Legacy Cerner/Anasazi Services.
17. Assist at County's request in the development of a Disaster Plan that addresses at a minimum a detailed back up plan for two crisis scenarios:
 - a. Power outage beyond 1 workday and
 - b. Corruption of data.
18. In the event new requirements are requested by State, during term of agreement, Contractor will review feasibility of submission and develop process to upload to appropriate agency. County agrees any additional fees will be included as an addendum to current agreement.

Monthly Revenue Cycle Support for Funding Sources:

1. Contractor will provide all month-end processes for the completion of A/R and Medi-Cal Billing Processes at Contractor's EHRS office, and provide support and assistance to County staff for Month-end A/R and Billing Processes for all requirements set forth by California Department of Health Care Services.

2. Contractor will provide training and support to program staff for program processes required in the month-end process.
3. Contractor will use all reasonable efforts to have its system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files. County will be the Sole party responsible for ensuring timeliness, accuracy and the complete entry of data by County staff necessary for Contractor to submit electronic claims or files.
4. Contractor will perform data review to ensure HIPAA compliance for electronic submittal to State, Medicare or other third-party payer in preparation for Contractor electronic data submission. County will upload after Contractor review. Contractor will provide support to address issues when County posts electronic Explanation of Benefits (EOB) electronic files from State, Medicare or other third-party payer in accordance with Credible Software policy and procedures.
5. Contractor will maintain call log identifying consequential issues referred for help and provide management with trend report. Routine questions will not be tracked. Contractor will provide County upon request a copy of County's support requests.
6. Contractor will assist and monitor EOB (HIPAA 835) – Explanation of Benefits denials and report back to County management monthly with status updates.
7. When Contractor makes changes to existing information systems software that results in a need for consultation or remote training of county employees, the associated costs will be paid by the Contractor.
8. Contractor will provide onsite trainings at County's request for an additional fee based on current industry time and material standards at time of requested service.
9. Contractor will submit 837P files and download 835 files. County and Contractor will develop procedures and policies to ensure both parties know when files are created or posted to County's EHRS application.

County Staff Support

1. Contractor will maintain a help desk as support to County staff relative to behavioral health software in order to attend to user inquiries and problems. Help desk support shall be available to County staff Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding County holidays. County will designate staff members who will be authorized to access help desk support on behalf of County staff.
2. County staff will be provided with access to Contractor's shared documents seven days a week, 24 hours a day.
3. Contractor will provide remote support as needed via after hours 800 number and Email after normal business hours, including all holidays.
4. Contractor will provide County staff with 48 hours advance notice when planned system maintenance time by software hosting facility is required. County is aware some planned system maintenance or network upgrades could result in extended downtimes depending on systems being upgraded.

State Reporting

1. Contractor will perform data review to ensure data from County's software meets requirements for electronic submission to State.
2. Contractor will edit, create, and submit following electronic files on behalf of County:
 - a. California Outcomes Measurement System (CalOMS)
 - b. Client and Service Information (CSI)
 - c. Child and Adolescent Needs and Strengths (CANS)
 - d. Pediatric Symptom Checklist (PSC 35)
 - e. Adult Outcome Report – TBD
 - f. Timely Access Data Tool (TADT)

3. Network Adequacy Certification Tool (NACT-274) – County will be solely responsible for the gathering of required documents. Contractor will upload and/or provide assistance to County as mutually agreed to meet reporting requirements. Contractor will submit Network Adequacy Certification Tool (NACT) and commits to reviewing additional functionality when State provides rules for editing the file.

Basic Dashboards Included:

1. Contractor supports (as defined in this scope of work) the following dashboards and analytic tools associated with the areas of interest to customer:
 - Case Assignments
 - Appointment Type
 - CANS
 - Caseload Penetration
 - Claims – Pay Source
 - Client Demographics
 - ANSA
 - Productivity
 - Timeliness of Service
 - PHQ9/GAD7 or similar (MORS)

COUNTY may request additional analytic dashboards which are a part of our library and similarly priced from CONTRACTOR in place of listed dashboards in Section F.1. Additional fee may apply for unique dashboards specific to COUNTY or local providers not applicable to other sites based on scope and complexity of dashboard.

2. Contractor will provide consultative services to customer concerning dashboards, design, functionality, and any specific customizations.
3. Contractor will provide consultative services to customer developing custom dashboards which may not be part of Contractor's current library. Any custom dashboards created become a part of Contractor's library of dashboards available to all customers.
4. Contractor will monitor and maintain dashboards utilized by customer.
5. Contractor will modify and enhance dashboards as needed to incorporate new functionality or meet State and Federal requirements as mutually agreed to by Contractor and Customer prior to any upgrade. Customer maintains the right not to include the proposed changes or functionality into their dashboards.
6. Contractor will refresh all dashboards periodically as mutually agreed by Contractor and Customer.
7. Contractor will monitor and maintain Tableau server licenses for customer and provide access to Tableau reader utilized by dashboard applications.
8. Contractor will provide quarterly reports to customer related to data trends and anomalies of dashboards.
9. Contractor will provide training and support to program staff for using various dashboards and analytic tools developed for customer.
10. Contractor will develop and support additional dashboards as requested by County for additional fees based on complexity of dashboard and data extraction methodologies.
11. Contractor will develop temporary dashboards for Performance Improvement Projects (PIPs). Dashboards which County wishes to be permanent will be subject to item 10.

EXHIBIT B

CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM
SOFTWARE AS A SERVICE (SaaS)

CREADIBLE SaaS Fees						
ITEM	DESCRIPTION	SUBSCRIPTION TYPE	QTY	UNIT PRICE	MONTHLY	ANNUAL
FY 2024-2025						
CRBIReporting	Configurable Reporting Tool	Base Subscription	1	\$550.00	\$550.00	\$6,600.00
CRDSM5	DSM-5 Classifications	Base Subscription	64	\$1.25	\$80.00	\$960.00
CREPCS	Controlled Substance Prescribing	Base Subscription	2	\$40.00	\$80.00	\$960.00
CRReRx	eRx	Base Subscription	4	\$69.00	\$276.00	\$3,312.00
CRNamed	Subscription Fee - Credible Named Users	Base Subscription	64	\$80.34	\$5,141.76	\$61,701.12
CRStateReporting	State Reporting	Base Subscription	1	\$300.00	\$300.00	\$3,600.00
CRStorage	Document Storage	Base Subscription	1	\$100.00	\$100.00	\$1,200.00
TOTAL					\$6,527.76	\$78,333.12
FY 2025-2026						
CRBIReporting	Configurable Reporting Tool	Base Subscription	1	\$550.00	\$550.00	\$6,600.00
CRDSM5	DSM-5 Classifications	Base Subscription	64	\$1.25	\$80.00	\$960.00
CREPCS	Controlled Substance Prescribing	Base Subscription	2	\$40.00	\$80.00	\$960.00
CRReRx	eRx	Base Subscription	4	\$69.00	\$276.00	\$3,312.00
CRNamed	Subscription Fee - Credible Named Users	Base Subscription	64	\$83.15	\$5,321.60	\$63,859.20
CRStateReporting	State Reporting	Base Subscription	1	\$300.00	\$300.00	\$3,600.00
CRStorage	Document Storage	Base Subscription	1	\$100.00	\$100.00	\$1,200.00
TOTAL					\$6,707.60	\$80,491.20
FY 2026-2027						
CRBIReporting	Configurable Reporting Tool	Base Subscription	1	\$550.00	\$550.00	\$6,600.00
CRDSM5	DSM-5 Classifications	Base Subscription	64	\$1.25	\$80.00	\$960.00
CREPCS	Controlled Substance Prescribing	Base Subscription	2	\$40.00	\$80.00	\$960.00
CRReRx	eRx	Base Subscription	4	\$69.00	\$276.00	\$3,312.00
CRNamed	Subscription Fee - Credible Named Users	Base Subscription	64	\$86.06	\$5,507.84	\$66,094.08
CRStateReporting	State Reporting	Base Subscription	1	\$300.00	\$300.00	\$3,600.00
CRStorage	Document Storage	Base Subscription	1	\$100.00	\$100.00	\$1,200.00
TOTAL					\$6,893.84	\$82,726.08
Note: Additional SaaS fees as Credible features are implemented by County.						
eLabs			4	\$30.00	\$120.00	\$1,440.00
Enhanced Client Engagement			1000	\$0.17	\$170.00	\$2,040.00
Mobile			1	\$800.00	\$800.00	\$9,600.00
Real Time Eligibility			1000	\$0.11	\$110.00	\$1,320.00
Connect Module - HIE			1	\$299.00	\$299.00	\$3,588.00

Kings View Professional Services EHRS Agreement 2024-2027

Final Audit Report

2024-07-23

Created:	2024-07-23
By:	Lucy Vincent (lvincent@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8XID9yLfwnZ6K0bRWT4X4JIhA4r2FvcD

"Kings View Professional Services EHRS Agreement 2024-2027" History

-  Document created by Lucy Vincent (lvincent@inyocounty.us)
2024-07-23 - 9:13:42 PM GMT
-  Document emailed to Christian Milovich (cmilovich@inyocounty.us) for signature
2024-07-23 - 9:15:54 PM GMT
-  Email viewed by Christian Milovich (cmilovich@inyocounty.us)
2024-07-23 - 9:41:38 PM GMT
-  Signer Christian Milovich (cmilovich@inyocounty.us) entered name at signing as Christian E. Milovich
2024-07-23 - 9:43:32 PM GMT
-  Document e-signed by Christian E. Milovich (cmilovich@inyocounty.us)
Signature Date: 2024-07-23 - 9:43:34 PM GMT - Time Source: server
-  Agreement completed.
2024-07-23 - 9:43:34 PM GMT



COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Kings View Professional Services, referred to herein as Business Associate (“BA”). This Agreement is effective as of July 1, 2024, (the “Agreement Effective Date”).

RECITALS

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

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

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

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

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

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

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

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

County of Inyo

By: _____

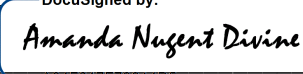
Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

Kings View Professional Services

By:  _____

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Amanda Nugent Divine, PhD

Print Name: _____

Title: CEO _____

Date: 7/24/2024 _____



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

August 20, 2024

Reference ID:
2024-545

Appointment to Emergency Medical Care Committee (EMCC)

Health & Human Services - EMCC

ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, Health & Human Services Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Appoint Olancho-Cartago Volunteer Fire Department Chief Jeff Davis to an unexpired term on the Emergency Medical Care Committee ending December 31, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Emergency Medical Care Committee (EMCC) was established to review and report on ambulance service operations, the available emergency medical care, and the first-aid practices in Inyo County. EMCC consists of thirteen members: ten are designated by the member agencies and there are three at-large members. According to the EMCC by-laws, representatives from the member agencies are required to submit notification of their desire to represent the agency and your Board makes the final appointment.

The EMCC position designated for the Olancho Cartago Volunteer Fire Department became vacant when the former Fire Chief, Chelsea Benbrook, resigned her position with the Department in July 2024. The new chief, Jeff Davis, has confirmed with the HHS Director that he will be replacing Ms. Benbrook on the EMCC. Chief Davis will be filling an unexpired term that ends on December 31, 2025. HHS respectfully requests your Board appoint Jeff Davis to the unexpired term ending December 31, 2025.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Should the appointment not be approved, the EMCC would have one vacant agency-represented position and leave Olancho-Cartago unrepresented on the Committee.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Bishop Fire Department, Sierra Life Flight (representing ground and air transport), Northern Inyo Hospital District, Inland Counties Emergency Medical Association (ICEMA), Big Pine Volunteer Fire Department, Southern Inyo Fire Protection District, Independence Volunteer Fire Department, Olancho-Cartago Volunteer Fire Department, Lone Pine Volunteer Fire Department, and Southern Inyo Hospital District.

ATTACHMENTS:**APPROVALS:**

Anna Scott	Created/Initiated - 8/8/2024
Darcy Ellis	Approved - 8/8/2024
Melissa Best-Baker	Approved - 8/9/2024
Keri Oney	Approved - 8/9/2024
Nate Greenberg	Final Approval - 8/10/2024



INYO COUNTY BOARD OF SUPERVISORS

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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

August 20, 2024

Reference ID:
2024-559

Contract with Vista Pacifica Enterprises Inc. for Provision of Hospital Inpatient Psychiatric Services Health & Human Services - Behavioral Health ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and Vista Pacifica Enterprises Inc. of Jurupa Valley, CA for the provision of inpatient psychiatric and other professional medical services in an amount not to exceed \$281,780 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and Business Associate Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

Vista Pacifica offers a locked facility for persons with severe mental illness who require increased supervision and resources from staff. Inyo County Health & Human Services had contracted with Vista Pacifica Enterprises for residential placement of adults in Fiscal Year 2016-2017 and had two additional individuals conserved under the Lanterman-Petris-Short (LPS) Act placed at Vista Pacifica Center on April 4 and April 17, 2024.

Behavioral Health did not engage in a RFP process prior to choosing this contractor, as this is a sole-source procurement. A sole-source procurement is justified in this situation because of the unique capabilities of Vista Pacifica and the limited availability of other alternate facilities. Further, relocating the two LPS conservatees would be difficult and counterproductive to their treatment.

This contract is coming before your Board as a ratification because the nature of emergent behavioral health placements requires the department to place individuals in the first available bed that is located within the State of California. Once placed, the Department immediately begins the process of contract negotiations with the facility, which can take several weeks, and occasionally months. Upon receiving the signed contract back from the contractor, HHS immediately started routing the contract for Board of Supervisors approval.

FISCAL IMPACT:

Funding Source	Non-General Fund. Mental Health Realignment	Budget Unit	045200
Budgeted?	Yes	Object Code	5265

Recurrence	Ongoing Expenditure	
Current Fiscal Year Impact		
Not to exceed \$281,780 during Fiscal Year 2024-2025		
Future Fiscal Year Impacts		
Additional Information		

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract. This is not recommended as appropriate placements are difficult to obtain and there is no guarantee that another facility will be able to accept patients currently placed with Vista Pacifica.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Courts.

ATTACHMENTS:

1. Vista Pacifica Enterprises Inc. Agreement

APPROVALS:

Lucy Vincent	Created/Initiated - 7/25/2024
Darcy Ellis	Approved - 7/26/2024
Lucy Vincent	Approved - 7/26/2024
Melissa Best-Baker	Approved - 7/29/2024
Anna Scott	Approved - 8/8/2024
Grace Chuchla	Approved - 8/8/2024
John Vallejo	Approved - 8/8/2024
Amy Shepherd	Approved - 8/9/2024
Nate Greenberg	Final Approval - 8/10/2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND VISTA PACIFICA ENTERPRISES INC.
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

WHEREAS, the County of Inyo will likely have the need for the provision of psychiatric and other professional medical services including evaluation and treatment of persons who meet the qualifications for involuntary detention, evaluation, and treatment as a result of a mental disorder (hereinafter “Hospital Inpatient Psychiatric Services”) pursuant to and in accordance with the Bronzan-McCorquodale Act (herein “BMA”) and its predecessor, the Short-Doyle Act, in conjunction with the Lanterman-Petris-Short Act (herein “LPS”) Acts, as set forth in the California Welfare and Institutions Code (herein “W&I”), and related California and federal law. (All references in this Agreement to BMA shall constitute references also to the Short-Doyle Act to the extent, if any, that the Short-Doyle Act is applicable.)

WHEREAS, the County of Inyo (hereinafter referred to as “County”) hereby contracts with Vista Pacifica Enterprises Inc. (hereinafter “Contractor”) for the provision of Hospital Inpatient Psychiatric Services.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the Parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

2. TERM.

The term of this Agreement shall be from July 1, 2024 to June 30, 2025 unless sooner terminated as provided for in paragraph 16 of this Agreement.

3. CONSIDERATION.

- A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees set forth as Attachment B-1 attached hereto and incorporated by reference for the services and work described in this Agreement which are performed by Contractor at the County's request.

- B. 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.
- C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Two Hundred Eighty-One Thousand Seven Hundred Eighty dollars and no cents (\$281,780) (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.
- D. Billing and payment. Billing and payment terms and conditions are set forth in Attachment **B** attached hereto and incorporated by reference.
- E. 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.
- F. Utilization Controls. As an express condition precedent to maturing the County's payment obligations under this Agreement, Contractor shall adhere to the County's Quality Management Plan including utilization controls, DMH Letters/Notices, as

well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

4. DESIGNATION OF FACILITY FOR INVOLUNTARY TREATMENT.

County hereby designates Contractor as a facility for involuntary and intensive treatment as provided in Sections 5150, 5250, and 5350 et seq. of the Welfare and Institutions Code. Contractor hereby represents and warrants that it is approved for involuntary treatment by the California State Department of Mental Health and complies with certification review hearing procedures required by Article 4 of the Welfare and Institutions Code.

5. TIME OF THE ESSENCE.

Time is of the essence in the performance of this Agreement.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

- A. Any licenses, certificates, or permits required by the federal, state, county and municipal governments, for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.
- B. Contractor further represents and warrants that it is currently, and for the duration of this Contract shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Section 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Titles 22 and 17 of the California Code of Regulations. Contractor further represents and warrants that it is currently, and for the duration of the Contract shall remain, certified under Title XVIII of the Federal Social Security Act.
- C. Contractor agrees that compliance with its obligations to remain licensed as a general acute care Hospital or acute psychiatric Hospital and certified under Federal Social Security Act shall be express conditions precedent to maturing the County's payment obligations under Attachment **B** of this Agreement.

- D. Contractor represents and warrants that all inpatient medical subcontractors will maintain licensing and certification required for the delivery of their professional services in California.
- E. 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>.

7. CONTRACTOR FACILITIES.

Contractor shall, at its own expense, provide and maintain facilities and professional, allied, and supportive paramedical personnel which will enable it to provide all necessary and appropriate psychiatric inpatient hospital services. In addition, Contractor shall provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Contract and all applicable statutes and regulations pertaining to Medi-Cal providers.

8. STATUS OF CONTRACTOR.

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors and not as employees of County.
- D. Contractor shall be solely responsible for, and shall have exclusive control over, the exercise of professional medical judgment with respect to services provided by Contractor to a Patient pursuant to this Agreement. Nothing in this Agreement is

intended to, or shall be construed to, limit, condition, restrict, or otherwise control the independent exercise of professional medical judgment of Contractor by County. However, in some incidents described in Attachments A and B, County requires preauthorization for payment of services provided.

9. INSURANCE.

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs 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. The foregoing indemnification provision will remain in effect following the termination of this Agreement.

11. RECORDS.

A. The Contractor shall:

(1) Maintain books, records, documents and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract.

(2) Maintain such information in accordance with Medicare principles of reimbursement and generally accepted accounting principles and shall be consistent with the requirements of the Office of Statewide Health Planning and Development.

(3) Maintain medical records required by Sections 70747-70751 of the California Code of Regulations, and other records related to a Beneficiary's eligibility for services, the services rendered, the Beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service and the quality of the care provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations. The foregoing constitutes "records" for the purposes of this paragraph.

(4) Subject the facility or office, or such part thereof as may be engaged in the performance of the Contract, and the information specified in this Paragraph at all reasonable times to inspection, audits, and reproduction by any duly authorized agents of the County, Department, Department of Mental Health, the Federal Department of Health and Human Services and Controller General of the United States. The Federal Department of Health and Human Services and Controller General of the United States are intended third party beneficiaries of this covenant.

(5) Preserve and make available its records relating to payments under this Contract for a period of seven (7) years from the close of the Contractor's fiscal year, or for such longer period, required by Sub-paragraphs (a) and (b) below.

(a) If this Contract is terminated, the records relating to the work performed prior to its termination shall be preserved and made available for a period of seven (7) years from the date of the last payment made under the Contract.

(b) If any litigation, claim, negotiation, audit, or other action involving the records has been stated before the expiration of the seven-year period, the related records shall be retained until completion and resolution of all issues arising therefrom or until the end of the seven-year period whichever is later.

12. AUDIT.

- A. Agents of the County and the State Department of Mental Health shall conduct periodic audits or reviews, including onsite audits or reviews, of performance under this Contract. These audits or reviews may evaluate the following:
 - (1) Level and quality of care, and the necessity and appropriateness of the services provided.
 - (2) Internal procedures for assuring efficiency, economy, and quality of care.
 - (3) Compliance with County Client Grievance Procedures.
 - (4) Financial records when determined necessary to protect public funds.
- B. The Contractor shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their investigation.
- C. Onsite reviews and audits shall occur during normal working hours with at least 72-hour notice, except that unannounced onsite reviews and requests for information may be made in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended visit.

13. NONDISCRIMINATION.

The Contractor shall not discriminate in the provision of services because of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap as provided by state and federal law. In addition:

- A. For the purpose of this Contract, distinctions on the grounds of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap include but are not limited to the following; denying a Beneficiary any services or benefit which is different, or is provided in a different manner or at a different time from that provided other Beneficiaries under this Contract; subjecting a Beneficiary to segregation or separate treatment in any manner related to his/her receipt of any service; restricting a Beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving any service or benefit; treating a Beneficiary any differently from others in

determining whether the Beneficiary satisfied any admission, eligibility, other requirements or condition which individuals must meet in order to be provided any benefit; or assigning times or places for the provision of services on the basis of the race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap of the Beneficiaries to be served.

- B. The Contractor shall take action to ensure that services to intended Beneficiaries are provided without regard to race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap.

14. NONDISCRIMINATION POLICY.

- A. Contractor has adopted and shall maintain written nondiscriminatory policies, which are available and practiced by Contractor in the employment of personnel, which provide for nondiscrimination on the basis of race, color, religion, ancestry, gender, sexual orientation, national origin, age, or mental or physical handicap, or on any other basis prohibited by law.
- B. Pursuant to performance contract requirements imposed on County by the California Department of Mental Health, County and Contractor, as its subcontractor for purposes of the performance contract, agree as follows:

"During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, natural origin, ancestry, physical handicap, medical condition, marital status, age, gender, or sexual orientation. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

15. TERMINATION.

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

written notice of such intent to cancel to County. In the event of termination, Contractor shall be compensated in accordance with the terms of this Agreement for all services performed to the termination date. In the event a Patient remains hospitalized on the termination date, Contractor shall continue to provide services to such Patient until the Patient is discharged or otherwise transferred pursuant to paragraph 4.2 of Attachment A.

16. 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. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

17. SUBCONTRACTORS.

Contractor acknowledges and agrees that in the event Contractor engages a subcontractor to assist in the performance of any of Contractor's obligations pursuant to this Agreement, Contractor shall remain legally responsible for performance of all of the terms and conditions applicable to Contractor hereunder.

18. DEFAULT.

If a party defaults in performing its obligations hereunder ("Defaulting Party") through no substantially contributing fault of the other party ("Non-defaulting Party"), the Non-defaulting Party may give the Defaulting Party written notice of the default. If the Defaulting Party fails to cure the default or initiate and diligently pursue efforts accepted by the Non-defaulting Party to cure the default within thirty (30) days after the Defaulting Party receives the notice, the Non-defaulting Party may terminate this Agreement by giving the Defaulting Party written notice of termination, effective upon the date of the notice or such later termination date as specified in the notice.

19. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any provision or breach of this Agreement shall not be deemed to be a waiver of that provision or other provision or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-eight (28) below.

20. STANDARD OF PERFORMANCE.

Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent provider of inpatient hospital psychiatric services to patients involuntarily detained by reason of mental disorder.

21. GOVERNING LAW.

A. Contractor agrees to comply with all applicable provisions of federal and state statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- a. W&I, Divisions 5, 6, and 9;
- b. California Code of Regulations, Title 9;
- c. California Code of Regulations, Title 22;
- d. BMA, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and the applicable Cost Reporting/Data Collection ("CR/DC") Manual;
- e. Title XIX of the U.S. Social Security Act, and
- f. The Rehabilitation Act of 1973, Section 504 (Title 29, United States Code, Section 794 as amended from time to time).

22. 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.

23. USE OF INFORMATION.

With respect to any identifiable information concerning Beneficiaries under this Contract that is obtained by the Contractor, the Contractor shall:

- A. Not use any such information for any purpose other than carrying out the express terms of this Contract.
- B. Promptly transmit to the County all requests for disclosure of such information.
- C. Not disclose, except as otherwise specifically permitted by this Contract, any such information to any party other than the County without the County's prior written

authorization specifying that the information may be released under Title 45, Code of Federal Regulations Section 205.50 and Sections 10850 and 14100.2 of the Welfare and Institutions Code; and regulations adopted pursuant thereto; and

- D. At the termination of this Contract, return all such information to the County or maintain such information according to written procedures sent to the Contractor by the County.

24. 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.

25. 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.

26. 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.

27. 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-eight (28) (Amendment).

28. 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.

29. STAFF AVAILABILITY.

Inyo County BHS shall provide for the availability of authorized BHS staff by pager/telephone on a 24-hour per day basis for the purposes of telephone communications between Contractor and BHS which are required pursuant to this Agreement.

30. NOTICE.

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

County of Inyo:	
HHS - Behavioral Health	Department
1360 North Main Street, Suite 124	Address
Bishop, CA 93514	City and State
800-841-5011	BHS Staff 24- Hour Phone No.

Contractor:	
Vista Pacifica Enterprises, Inc.	Name
3674 Pacific Avenue	Address
Jurupa Valley, CA 92509	City and State

31. 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.

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Date: _____

CONTRACTOR

By: _____
Signature

Cheryl Turnerville
Print or Type Name

Date: 7/23/2024

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (Jul 23, 2024 15:58 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Carol H. H. H.

County Risk Manager

ATTACHMENT A – SCOPE OF WORK

1. Definitions. The following definitions apply for the purposes of this contract:

1.1. Administrative Day. “Administrative Day” means those days authorized by a designated point of authorization or utilization review committee in an acute inpatient facility when, due to the lack of a Medi-Cal eligible nursing facility, the beneficiary stays at an acute inpatient facility beyond the beneficiary’s need for acute care. The acute facility is responsible for contacting appropriate facilities within a 60-mile radius at least once each five working days until the beneficiary is placed or no longer requires that level of care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. The physician’s reviewer or the utilization review committee must monitor the beneficiary’s chart on a weekly basis to determine if the beneficiary status has changed.

1.2. Beneficiary. “Beneficiary” means any patient referred by Inyo County and certified as eligible for services under the Medi-Cal program according to Section 51001, Title 22, California Code of Regulations, and any Indigent Patient.

1.3. Indigent Patient. An "Indigent Patient" is any Patient provided services pursuant to this Agreement for which: (a) Patient does not have ability to pay under the Uniform Method of Determining Ability to Pay (UMDAP) and; (b) Patient is not entitled to or eligible to receive full or partial payment benefits from (1) a private insurer or other private third-party, or (2) Medi-Cal or other such public assistance program. The Patient is deemed to be an "Indigent Patient" as to such service.

1.4. Patient. A Patient is defined as a person who is receiving services provided pursuant to this Agreement.

1.5. Psychiatric Inpatient Hospital Services. “Psychiatric Inpatient Hospital Services” means services provided either in an acute care hospital or a free-standing psychiatric hospital for the care and treatment of an acute episode of mental illness.

1.6. Non-Emergency Medical Services. County and Contractor acknowledge that a Patient may have or develop during hospitalization a non-emergency medical condition unrelated to the Patient's mental disorder. Contractor shall obtain prior authorization from County BHS for the provision of non-emergency medical services for the Patient. Such services are referred to herein as "Non-Emergency Medical Services."

2. Scope of Services. Contractor shall provide inpatient psychiatric services to patients referred by County to Contractor for involuntary detention, evaluation, and treatment pursuant to LPS and related applicable law, including without limitation, services relating to 72-hour detention (W&I § 5150), additional 14-day certification and detention (W&I § 5250), LPS temporary conservatorship (W&I § 5353), and LPS Conservatorship (W&I § 5358).

3. Mental Health Services. Contractor shall provide inpatient hospital psychiatric services to Patients referred by County BHS and accepted by the Contractor who are in need of such services and Emergency Medical Services or Authorized Medical Services (a) as required by LPS, other provisions of W&I Divisions 5, 6, and 9, Title 9 and Title 22 of the California Code of Regulations, and other applicable law, and (b) as are medically necessary or medically indicated for

care and treatment of the mental disorder of the Patient including, but not limited to, the following services:

3.1. Psychiatric history, diagnosis, and evaluation of the Patient which shall include an interview, mental status evaluation, diagnosis, and clinical recommendations, promptly upon the Patient's arrival at Contractor's facilities for evaluation and, thereafter, in accordance with requirements of LPS and applicable law.

3.2. Responsibility for providing or assuring the provision of professional medical services to perform a history and physical examination of each Patient promptly, and in any event, within twenty-four (24) hours after the Patient's admission to Hospital.

3.3. Approval of an individual treatment plan.

3.4. Psychiatric services compatible with the Patient's individual treatment plan.

3.5. Prescription of medication necessary for the treatment of the Patient's mental and physical health condition.

3.6. Discharge planning and continuing care planning.

3.7. Responsibility for providing or assuring the provision of all professional medical care and treatment of the Patient at Hospital's facilities.

Such services are referred to herein as "Mental Health Services."

4. Referral by County.

4.1. Notification. Prior to transporting a proposed Patient to Contractor's facilities, County BHS shall (a) contact Contractor by telephone to advise Contractor of the proposed Patient and his or her condition, (b) provide an expected time of arrival at Contractor's facilities, (c) confirm bed-availability at Contractor's facilities for the proposed Patient, (d) Confirm Patient is medically stable for transport, and (e) authorize the provision of services to the proposed Patient. County BHS shall be authorized and responsible for making such contacts for referral of persons to Contractor. However, County and Contractor acknowledge that County's law enforcement agencies may make such a contact in some cases. In the event Contractor receives a referral from a County law enforcement agency, Contractor shall notify BHS promptly by telephone of the referral, and request authorization from BHS for the provision of services to the person referred.

4.2. Transport Responsibility. In coordination with the Contractor, County shall be responsible, at County's expense, for causing proposed Patients and Patients to be transported to and from Contractor's facilities. In the event a referred Patient is not admitted pursuant to paragraph 6 below, or this Agreement is terminated, County BHS shall promptly make available to the proposed Patient transportation from Contractor's facilities.

Notwithstanding the foregoing, Contractor shall be responsible for transporting such Patients and proposed Patients, at Contractor's expense, in the event Contractor undertakes or authorizes such transportation for the purpose of providing services under this Agreement without the prior approval of BHS, except in the event of a medical emergency necessitating transport to another health care facility.

4.3. Certain Substance Abusers Ineligible. County and Contractor acknowledge and agree that persons who are under the influence of alcohol, drugs, or other chemical substances, but who are not otherwise suffering from a mental disorder, shall not be eligible for referral or admission to Contractor's facilities.

4.4. Medical Condition Beyond the Capability of Contractor. County and Contractor acknowledge and agree that persons who are determined to suffer from medical conditions other

than mental disorders for which Contractor is not licensed, or otherwise does not have the capability to provide care and treatment, may be determined by Contractor to be ineligible for admission. If such a condition develops after the Patient has been admitted the Contractor may transfer the Patient pursuant to paragraph 4.2.

4.5. Persons Requiring Law Enforcement Security. County shall be responsible for providing, at County's expense, continuous 24-hour security, including the presence of a law enforcement officer and other security measures as appropriate, for each Patient or proposed Patient who is in custody of the County Sheriff or other law enforcement agency as the result of arrest or conviction on criminal charges. Contractor assumes no responsibility for providing such security.

4.6. In the event Contractor reasonably determines that the security measures provided are inadequate to assure the safety and well-being of Contractor's other patients and other persons in Contractor's facilities, Contractor may:

(a) as to a proposed Patient, determine that the proposed Patient is ineligible for admission.

(b) as to a Patient already admitted, notify BHS by telephone of Contractor's determination that the Patient no longer qualifies for admission and hence, services from Contractor, and coordinate with BHS to make arrangements for discharge of the Patient and, if appropriate, his or her transfer to another facility.

5. Evaluation for Qualification for Admission. Contractor will evaluate each proposed patient promptly upon the Patient's arrival at Contractor's facilities, in order to determine if the proposed Patient meets LPS qualifications for involuntary detention and treatment. If the proposed Patient is determined to meet the LPS qualifications and otherwise to be eligible for admission, pursuant to this Agreement, Contractor shall admit him or her as an inpatient.

6. Persons Not Qualified for Admission. In the event the physician determines that the proposed Patient does not meet LPS qualifications for involuntary detention and treatment, or Contractor otherwise determines that the proposed Patient is ineligible for admission pursuant to this Agreement, Contractor shall promptly notify BHS by telephone of the determination, the basis therefor, and the planned action with respect to the release of the proposed Patient. Contractor shall also provide written confirmation of the determination to BHS within ten (10) business days (excluding weekends and holidays) after the date of notice by telephone.

7. Notice and Approval As Condition Precedent to Compensation for Medical Services. In the event of a medical emergency, Contractor shall notify BHS by telephone immediately of the reason for and nature of Emergency Medical Services provided to patients. To the extent permitted by law, BHS reserves the right to refuse to compensate Contractor for non-emergency medical services that are delivered without BHS approval.

8. Billing Procedure as Express Condition Precedent to County's Obligation to Pay. As an express condition precedent to maturing the County's payment obligations under Attachment B of this Agreement, the Contractor shall bill for psychiatric inpatient Hospital services rendered, in whole or in part, to any available State or Federal Medi-Cal care program or under any other contractual or legal entitlement of the Patient, including, but not limited to, a private group

indemnification insurance program or workers' compensation. To the extent that such coverage is available, the County payment obligation pursuant to Attachment B shall be met.

9. Telephone Progress Reports by Hospital to BHS. Contractor shall report to BHS by telephone the current status and proposed action with respect to a Patient or proposed Patient upon or about the following events:

9.1. Admission Determination. Promptly after the determination of the proposed Patient's eligibility for admission, regarding the results of the determination.

9.2. 72-Hour Hold Patients. Approximately 48-60 hours after admission of the Patient, in order to advise BHS of the likelihood of proceeding with certification of a 14-day extension of detention and treatment stay or of discharging the Patient, necessitating arrangements to assure transportation is available to the Patient if the Patient desires to return to Inyo County.

9.3. Other Procedural Events. Promptly in the event of the initiation or conclusion of habeas corpus proceedings or any other LPS or related legal procedure affecting the Patient's stay in Contractor's facility.

9.4. Discharge/Transfer. At least 12 hours prior to discharge or transfer of a Patient, or if such notice is not reasonably possible due to unforeseen circumstances, as promptly as is reasonably possible, in particular in order to assure appropriate transportation arrangements may be made and otherwise to coordinate discharge planning.

9.5. Need for Medical Services. Promptly or as otherwise provided in this Agreement in the event it is determined that a Patient needs Medical Services.

10. Discharge Report and Aftercare Plan. Promptly upon discharge of a Patient, Contractor shall transmit to County a discharge report, which shall include a copy of hospitalization records and/or medical records of the aftercare plan prepared by Contractor in accordance with applicable law, as well as such additional information as necessary or appropriate to summarize the evaluation, treatment, and other services provided to the Patient hereunder.

11. Quality of Care. As an express condition precedent to maturing the County's payment obligations under Attachment B, Contractor shall:

11.1. Assure that any and all eligible Beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 et seq. and 14680 et seq. of the Welfare and Institutions Code.

11.2. Take such action as required by Contractor's Medical Staff by-laws against medical staff members who violate those by-laws, as the same may be from time to time amended.

11.3. Provide psychiatric inpatient hospital services in the same manner to Beneficiaries as it provides to all patients to whom it renders psychiatric inpatient hospital services.

11.4. Assure that any discrimination against Beneficiaries in any manner, including admission practices, placement in special or separate wings or rooms, provision of special or separate meals, shall not take place.

12. Patient Rights. Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code.

Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County, or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance, and appeal forms and Inyo County Mental Health self-addressed envelopes.

13. Beneficiary Evaluation of Contractor's Services. Contractor shall provide a written questionnaire to the Beneficiary at the time of the Beneficiary's admission. The questionnaire shall be approved by the County and shall offer the Beneficiary the opportunity to evaluate the care given. It shall be collected at the time of discharge and maintained in the Contractor's file to seven (7) years and shall be made available to agents of the County, State Department of Mental Health, and the Department of Health and Human Services.

14. Beneficiary Eligibility. This Contract is not intended to change the determination of Medi-Cal eligibility for beneficiaries in any way. However, in the event a statute is enacted which redefines Medi-Cal eligibility so as to affect the provision of psychiatric inpatient hospital services under this Contract, the new definition shall apply to the terms of the Contract.

15. HIPAA Business Associate Agreement. Contractor agrees to enter into the attached HIPAA Business Associate Agreement.



Vista Pacifica Center

Specializing in Geropsych

3674 Pacific Avenue • Jurupa Valley, CA 92509 • Phone (951) 682-4833 • Fax (951) 274-2742

Vista Pacifica Center Patch Levels Criteria

Level A - (Psychiatry visits two times per month, Psychology visit one time a month)

Residents on this patch level require increased supervision and resources from staff. Examples of behavioral/medical needs that meet this requirement are:

- AWOL Risk patients
- Extremely verbally aggressive/threatening
- Allegations of abuse towards staff and peers

Level B - (Psychiatry visits two times per month, Psychology visits two times a month)

Residents on this patch level require frequent supervision and resources from multiple departments. Examples of behavioral/medical needs that meet this requirement are:

- Periodic physical aggression towards staff or peers
- Property destruction
- Suicidal risk
- Maladaptive behaviors that require frequent counseling and attention from direct care staff
- Severe psychosis which requires frequent redirection/counseling/behavior modification from unit staff

Level C - (Psychiatry visits two times per month, Psychology visits four times a month)

Residents on this patch level require near constant supervision and resources from the facility because their behaviors make them a danger to themselves or others. Examples of behavioral/medical needs that meet this requirement are:

- Physically aggressive behavior that requires the use of 1:1 or LOS (Line of Sight) staff to keep others safe.
- Suicidal behavior that requires the use of 1:1 or LOS staff to keep the resident safe.

Level D – Restoration to Competency Program

An Intensive Program to restore residents to Competency to Stand Trial. Directed at those with misdemeanor charges with the goal of restoring them to Competency as quickly as possible. They receive daily classes on legal and competency issues including mock court role play. Daily classes are led by Masters level counselors and/or a licensed psychologist.



Vista Pacifica Convalescent

Specializing in Geropsych

3662 Pacific Avenue • Jurupa Valley, CA 92509 • Phone (951) 682-4833 • Fax (951) 274-4696

Vista Pacifica Convalescent Patch Levels Criteria

Level A - (Psychiatry visits one time per month, Psychology visit one time a month)

Residents on this patch level require increased supervision and resources from staff. Examples of behavioral/medical needs that meet this requirement are:

- Chronic mental health diagnosis and/or depression with active delusions and hallucinations and/or mood swings.
- Resistive to ADL care

Level B - (Psychiatry visits one time per month, Psychology visits one time a month)

Residents on this patch level require frequent supervision and resources from multiple departments. Examples of behavioral/medical needs that meet this requirement are same as Level A and the following:

- Strikes out at staff and others unprovoked
- Two staff assist with ADL, strikes out at staff
- Maladaptive behaviors that require frequent counseling and attention from direct care staff
- Periodic screaming and wandering behavior
- Severe psychosis which requires frequent redirection/counseling/behavior modification from staff
- Requires constant redirection

Level C - (Psychiatry visits two times per month, Psychology visits two times a month)

Residents on this patch level require near constant supervision and resources from the facility because their behaviors make them a danger to themselves or others. Examples of behavioral/medical needs that meet this requirement are same as Level A and B and the following:

- Chronic mental health diagnosis with active delusions and hallucinations and/or mood swings.
- Physically aggressive behavior that requires the use of 1:1 or LOS (Line of Sight) staff to keep others safe.
- Property destruction
- Extensive assistance with ADL cares
- Frequent Falls
- Constant screaming and wandering behavior
- Suicidal behavior that requires the use of 1:1 or LOS staff to keep the resident safe.

https://inyocounty-my.sharepoint.com/personal/lvincent_inyocounty_us/Documents/Documents/ADMIN/CONTRACTS/CONTRACTS FY24-25/Vista Pacifica/VPConvalescent Patch Levels Criteria 03.30.2023.docx

Vista Pacifica, where the team with esteem shares and cares.

ATTACHMENT B – BILLING PROCEDURES

1. Rate of Compensation for Mental Health Services. Contractor shall be entitled to compensation from County only for Psychiatric Inpatient Hospital Services rendered to a Beneficiary at rates specified in Attachment B-1. The rate structure specified in Attachment B-1 of the Contract shall not include physician or medical services rendered to Beneficiaries covered under this Contract, or transportation services required in providing Psychiatric Inpatient Hospital Services. When physician, medical, or transportation services are Medi-Cal eligible services or privately insured, they shall be billed separately from the per diem rate of Psychiatric Inpatient Hospital Services.
2. Billing and Payment Guidelines. Contractor shall utilize the Uniform billing and Collection Guidelines and the Uniform Methods of Determining Ability to Pay (UMDAP) procedures prescribed by the California State Director of Mental Health to the extent required by applicable law and State Department of Mental Health guidelines and directives.
3. Statements of Beneficiary Services. Contractor shall submit written itemized statements to County for services rendered hereunder to Beneficiaries. Each statement shall identify the Beneficiary and the number and type of Units of Service provided as Mental Health Services and Medical Services respectively, and the dates on which such Units of Services were provided, and the amount of compensation requested for the services.
4. Compensation Limited to Beneficiaries. Contractor shall be entitled to compensation from County only for services rendered to a Beneficiary pursuant to County's authorization or approval of compensation as otherwise provided in this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to bill and collect from County any compensation for services rendered to a Patient if sources of payment other than Medi-Cal are available. In the event only partial payment for a service is available from any source other than County, Contractor shall accept such payment as payment in full and shall not be entitled to payment from County for any co-payment, deductible, or any other such amount for any part of such services.
5. Rate of Compensation for Medical Services. Contractor shall be entitled to compensation rates for only Emergency and prior-approved Non-Emergency Medical Services as defined in Attachment A at the Contractor's usual and customary rates charged to private-pay patients, which rates shall also include payment for physician services rendered by hospital-based physicians through its departments of radiology, pathology, and emergency services.
6. Rate Of Compensation for Inpatient Psychiatric Hospital Services. The amounts paid to Contractor for in-patient psychiatric services rendered to a Beneficiary shall be in accordance with the rates of compensation otherwise set forth in Attachment B-1 and shall be accepted by Contractor as full and complete compensation for all such services. The per diem rate included in Attachment B-1 is considered to be payment in full, subject to third party liability and patient share of costs, for the specialty mental health services to a Beneficiary.

7. Transmittal of Payment. County shall transmit payment to Contractor within sixty (60) days after County receives the statement for Psychiatric Inpatient Hospital Services rendered to a Beneficiary except as otherwise specified in this Agreement.

8. Medi-Cal Rate as Payment in Full for Services. Contractor covenants to accept as payment in full for any and all psychiatric inpatient hospital services payments authorized by the County pursuant to Attachment B of this Contract. Such acceptance shall be made irrespective of whether the cost of such services and related administrative expenses shall have exceeded the rate payment obligation of the County provided in Attachment B-1.

9. Contractor Determination of Indigent Patient Status: Notice; Verification.

9.1. Indigent Patient Notice. In the event Contractor determines that a Patient is an Indigent Patient, Contractor shall give County written notice of the determination, including supporting findings and documentation (herein called "Indigent Patient Notice").

An Indigent Patient Notice shall be submitted concurrently with the first statement pursuant to which Contractor requests compensation hereunder for services rendered to the applicable Patient on the basis that such services are Indigent Patient Services.

9.2. Verification. Contractor's determination shall be subject to review and approval by County upon County's verification that reasonable efforts have been made to identify payment resources, including without limitation, the determination of eligibility of the Patient for Medi-Cal or other public assistance, which approval may not be unreasonably withheld.

10. Delayed Payment for Verification of Indigent Patient Status. Payment for services to a Patient for which an initial Indigent Patient Notice has been received by County may be delayed as reasonably necessary or appropriate to allow County to verify the Contractor's determination and pursue the determination of the Patient's eligibility for Medi-Cal or other public assistance. However, such payment shall be made no later than ninety (90) days after the date on which County receives the Indigent Patient Notice and related statement, unless on or before such date for payment, the County gives Contractor written notice and verification of the Patient's coverage by an insurer or other private third-party payer or determination that the Patient is eligible for public assistance other than Medi-Cal for the services set forth on the statement.

11. Refund to County. Notwithstanding anything in this Agreement to the contrary, in the event County provides Contractor with written notice and verification of the Patient's coverage by an insurer or other private third-party payer for services for which County has already paid Contractor, Contractor shall be responsible for obtaining payment from such resources. Contractor shall refund to County the amounts for such services which were previously paid by County to Contractor no later than either the thirtieth (30th) day after Contractor receives payment from such resources or the one-hundred-twentieth (120th) day after receipt of the notice from County verifying the Patient's coverage by such resources, whichever day first occurs.

12. Customary Charges Limitation. Notwithstanding anything in the Agreement to the contrary, the County's total liability to the Contractor shall not exceed the Contractor's total customary charges for like services during each hospital fiscal year or part thereof, in which this Contract is in effect. The Department may recoup any excess of total payments above such total customary charges under Paragraph 8 of this Attachment.

COUNTY OF INYO

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Vista Pacifica Enterprises, Inc., referred to herein as Business Associate (“BA”). This Agreement is effective as of July 1, 2024, (the “Agreement Effective Date”).

RECITALS

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

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

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

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

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

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

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

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

County of Inyo

By: _____

Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

Vista Pacifica Enterprises, Inc.

By:  _____

Print Name: Cheryl Tumowille

Title: President

Date: 7/23/2024

ATTACHMENT B-1 – SCHEDULE OF FEES FOR INPATIENT PSYCHIATRIC HOSPITAL SERVICES

- Rates for the Institution for Mental Disease (IMD) are attached hereto.
- The rate for Convalescent Skilled Nursing Facility for a bed-hold and room reserve rates will be retroactively paid at the published State rates provided on the Department of Health Care Services website at: <https://www.dhcs.ca.gov/services/medical/Pages/AB1629/LTC.aspx>.

Vista Pacifica Center IMD Rates

Services 18-64 Years Old	FY 2024-2025
Facility Rate - Daily	\$ 246.00
Room Reserve Rate	\$ 246.00
Extended BED HOLD (Leave of absence)	\$ 246.00
Private Rate	\$260.00
Augmented Services Rates	
Level A (per diem rate in addition to daily rate)	\$70.00 per day
Level B (per diem rate in addition to daily rate)	\$140.00 per day
Level C (per diem rate in addition to daily rate)	\$180.00 per day
Level D (per diem rate in addition to daily rate)	\$160.00 per day

Services 65+Years Old	FY 2024-2025
Room Reserve Rate	\$ 246.00
Extended BED HOLD (Leave of absence)	\$ 246.00
Private Rate	\$260.00
Augmented Services Rates	
Patch A (per diem rate in addition to daily rate)	\$100.00 per day
Patch B (per diem rate in addition to daily rate)	\$170.00 per day
Patch C (per diem rate in addition to daily rate)	\$210.00 per day
Patch D (per diem rate in addition to daily rate)	\$190.00 per day

Vista Pacifica Convalescent Rates FY 2023-2024

Services	Effective 1/1/2023
Facility Rate - Daily Room Reserve Rate	\$281.35
Extended Bedhold Rate	\$272.11
Private Rate- Semi	\$315.00
Private Rate - Single	\$325.00
Augmented Services Rates	
Patch A (per diem rate in addition to daily rate)	\$90.00 per day
Patch B (per diem rate in addition to daily rate)	\$160.00 per day
Patch C (per diem rate in addition to daily rate)	\$200.00 per day

Extended Bed Hold Rate - Client out at Hospital past 7 days
Room Reserve Rate - Holding bed for Client prior to Admission

DHCS Website for SNF Rates AB1629

<https://www.dhcs.ca.gov/services/medi-cal/Pages/AB1629/LTCAB1629.aspx>

ATTACHMENT C – INSURANCE PROVISIONS

Attachment C: 2024 Insurance Requirements for SKILLED MEDICAL FACILITIES FOR IN-PATIENT & OTHER CARE – VISTA P

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 and the results of that work by the Contractor, its agents, representatives, or employees.

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, **\$4,000,000** aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Minimum increases to **\$2,000,000** per accident if contractor will be transporting county patients off site.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Healthcare Professional Liability:** Insurance appropriate to the work hereunder, with limit no less than **\$2,000,000** per occurrence or claim, **\$3,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations regarding patient data as undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses.

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).

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

Attachment C: 2024 Insurance Requirements for SKILLED MEDICAL FACILITIES FOR IN-PATIENT & OTHER CARE – VISTA P

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 as additional insureds. 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. 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.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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; and (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. **All certificates and endorsements and copies of all 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.

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.











Agreement with Vista Pacifica Enterprises Inc. for Hospital inpatient Psychiatric

Final Audit Report

2024-07-23

Created:	2024-07-23
By:	Lucy Vincent (lvincent@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiJxmuMO2l19Ktd550-MEGPWoh7ofmX0D

"Agreement with Vista Pacifica Enterprises Inc. for Hospital inpatient Psychiatric" History

-  Document created by Lucy Vincent (lvincent@inyocounty.us)
2024-07-23 - 10:43:45 PM GMT
-  Document emailed to Christie Martindale (cmartindale@inyocounty.us) for signature
2024-07-23 - 10:46:04 PM GMT
-  Email viewed by Christie Martindale (cmartindale@inyocounty.us)
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-  Document e-signed by Christie Martindale (cmartindale@inyocounty.us)
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-  Document emailed to Keri Oney (koney@inyocounty.us) for signature
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2024-07-23 - 11:53:07 PM GMT
-  Document e-signed by Aaron Holmberg (aholmberg@inyocounty.us)
Signature Date: 2024-07-23 - 11:54:34 PM GMT - Time Source: server



✔ Agreement completed.

2024-07-23 - 11:54:34 PM GMT



COUNTY OF INYO
CALIFORNIA

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

August 20, 2024

Reference ID:
2024-604

Termination of Local Emergency for Tropical Storm Hilary

County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Approve staff's recommendation to terminate the local emergency proclaimed in response to flash flooding due to Tropical Storm Hilary in August 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

During the August 25, 2023 Board of Supervisors meeting, the Board took action to approve Resolution 2023-24, ratifying the Director of Emergency Services's August 21, 2023 proclamation of the existence of a local emergency. The local emergency was proclaimed in response to the formidable storm system, including heavy rain, flooding, lightning, and strong gusty winds, that passed through the area as a result of Tropical Storm Hilary from August 19-22, 2023.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board conclude this review and move the County from the Response stage to the recovery stage of Tropical Storm Hilary.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can choose not to terminate this emergency. This is not recommended as the County is complete with the response phase for this emergency.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Mikaela Torres
Mikaela Torres
Darcy Ellis
Nate Greenberg

Created/Initiated - 7/31/2024
Approved - 7/31/2024
Approved - 7/31/2024
Final Approval - 8/10/2024



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DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

August 20, 2024

Reference ID:
2024-631

Letter Supporting Laws Railroad Museum's Application for a National Medal for Museum and Library Service

Community Organization

ACTION REQUIRED

ITEM SUBMITTED BY

Bishop Museum and Historical Society

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign a letter supporting Laws Railroad Museum's application for a National Medal for Museum and Library Service.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Bishop Museum and Historical Society is applying to the Institute of Museum and Library Services for a National Medal for Museum and Library Services for Laws Railroad Museum. The National Medal for Museum and Library Service is the nation's highest honor for institutions that make significant and exceptional contributions to their communities by:

- fostering a lifelong passion for learning for all people, nourishing curiosity and imagination from early childhood through adulthood, for people of all abilities and needs;
- providing access to information by building a literate, well-informed community and advancing digital capacity, focusing on digital inclusion and access to digital and informational resources, including e-books and materials to help address workforce development and public health;
- enriching the lives of community members by being trusted community spaces for convening, connection, and conversation; enlightenment and shared thoughts and opinions; and preserving natural and cultural heritage and community memory; and
- catalyzing connections, collaborations, and/or coalitions that advance community wellbeing.

Approximately 15 libraries and 15 museums will be selected as finalists for medals, for a total of 30. From these finalists, a minimum of three museums and three libraries will then be selected to receive National Medals.

In addition to the prestige of receiving such a high honor, medal recipients may also receive monetary awards.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Letter Supporting Laws Museum Nomination - Draft

APPROVALS:

Darcy Ellis	Created/Initiated - 8/12/2024
Darcy Ellis	Approved - 8/13/2024
Nate Greenberg	Final Approval - 8/13/2024



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



August 20, 2024

Cyndee Landrum
Acting Director
Office of the Director
Institute of Museum and Library Services

RE: Laws Railroad Museum's Application for a National Medal for Museum and Library Services

Dear Acting Director Landrum:

The Inyo County Board of Supervisors supports Laws Railroad Museum and Historical Site's application to the Institute of Museum and Library Services for a National Medal for Museum and Library Services.

The museum, operated by the Bishop Museum and Historical Society, is listed on the National Registry of Historic Places by the U.S. Department of the Interior, and designated by the State of California as Historical Landmark # 953.

Laws Railroad Museum was built in the 1880s as a depot for the Carson and Colorado Railroad Company's narrow-gauge railroad that ran from Mound House, NV to Keeler, CA (although it was originally intended to reach the Colorado River). During its heyday, it was home to numerous residences, barns and corrals, two general stores, a rooming house, eating house, hotel, boarding house, pool hall and dance hall, blacksmith shop, post office, barber shop, powder magazines and warehouses.

A combination of factors – the closure of local mines, trucking being cheaper than rail freight, and the City of Los Angeles buying up most of the Owens Valley for water rights and impacting farmers' ability to grow crops – resulted in the decline and demise of the depot in by 1959, when Carson and Colorado Railroad Company ceases all operations.

By that time, the boisterous village that had grown up around Laws had all but disappeared, with many of the buildings torn down for salvage. Only the depot, agent's house, oil and water tanks, and the turntable survived. The land, 1883 depot and other buildings, and the last train, the Slim Princess, were donated to Inyo County and the City of Bishop by the Southern Pacific Railroad in 1960. All the other buildings seen at the museum today were similarly doomed for destruction but were saved by being donated and moved to the museum grounds by various individuals and groups. In this respect, Laws Museum is not just a rare glimpse into Owens Valley mining, agriculture, railroading, and pioneering history – but also a testament to how much the community values the museum and has supported and encouraged the preservation of the priceless relics and artifacts on display.

Indeed, the museum holds a special place in the heart of not just the forward-thinking "old-timers" who spared and helped restore the depot, but thousands of school children who were treated to field trips at Laws over the many decades, having their young minds transported to an almost unimaginable time when correspondence was sent by telegraph and the main form of transportation – aside from horseback – was a steam-spewing spectacle. Laws Railroad Museum is a favorite with visiting children as well, whose parents often report the site being the highlight of their children's vacation. It is not hard to understand why, given it's truly unique setting and even a fully restored Slim Princess available for short rides and up and down the old track.

To say it is beloved by train buffs the world over is an understatement. The museum has been the site of many pilgrimages by individuals and groups hoping to see one of the best restored rail cars and rail villages in the country. It's a symbol of American engineering and the tenacity of those who helped build the West.

Thanks to the Bishop Museum and Historical Society, the museum has also been a treasured community gathering place for decades, whether for weddings, concerts, fundraisers, school and family reunions, or the much-loved Good Ole Days event that brings together community members and visitors of all ages and backgrounds for a celebration of the “old times” – replete with a homemade pie auction, and blacksmithing, leather-making, quilting, basket-weaving, beading, and telegraph demonstrations. Many of the demonstrations were hosted by members of our indigenous communities who honed their skills over thousands of years.

The Historical Society’s stated mission is to discover, procure, and preserve whatever may relate to the natural, civic, literary, and ecclesiastical history of this area, and to establish and maintain collections that would otherwise be lost to time. The Inyo County Board of Supervisors strongly supports this mission and the many tireless efforts – mostly carried out by volunteers – in furtherance of these goals.

We respectfully request your consideration of Laws Railroad Museum and Historical Site for a National Medal for Museum and Library Services.

Sincerely,

Matt Kingsley
Chairperson
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

August 20, 2024

Reference ID:
2024-632

Acceptance of Airport Improvement Program Grant from Federal Aviation Administration

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

Authorize the Public Works Director to sign the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant for the Bishop Airport for the purchase of a runway snow plow.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Public Works Department sought bids for a 16-foot runway snow plow and carrier vehicle and a tractor carrier vehicle with multiple snow removal attachments. One bid was received for the runway plow and no bids were received for the tractor with attachments. The FAA has issued an AIP grant for \$384,300 to fund 90% of the costs associated with procuring the vehicle, which includes the cost of the vehicle, consultant costs, and staff time expended during the procurement process. The award for the purchase order will come before your Board on September 3, after the FAA's Buy American Waiver approval posting period has ended. The 10% County match for this procurement has been budgeted as an operating transfer from one of the Bishop Airport budget fund balances.

FISCAL IMPACT:

Funding Source	Non-General Fund (Airport fund balance for match) / FAA Grant Funded	Budget Unit	150100
Budgeted?	Yes	Object Code	5650
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
If the grant is accepted and the Purchase Order is awarded on September 3, the full amount of the PO will be expended during the current FY.			
Future Fiscal Year Impacts			
None aside from regular vehicle maintenance.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the signature of the grant. This is not recommended, as it is too late to carry over the entitlement funding, so the funds would be lost.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Runway Snow Plow Grant Agreement - unsigned

APPROVALS:

Ashley Helms	Created/Initiated - 8/12/2024
Darcy Ellis	Approved - 8/12/2024
Grace Chuchla	Approved - 8/12/2024
John Vallejo	Approved - 8/12/2024
Amy Shepherd	Approved - 8/12/2024
Nate Greenberg	Final Approval - 8/12/2024



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

Los Angeles Airports District
Office:
777 S Aviation Blvd, Ste 150
El Segundo, CA 90245

August 8, 2024

Michael Errante
Director of Public Works
168 N. Edwards Street
PO Drawer Q
Independence, CA 93526-0121

Dear Michael Errante:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0024-029-2024 at Bishop Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 30, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.


Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Saba Khan, (424) 405-7274, saba.khan@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


 Cathryn G. Cason (Aug 8, 2024 08:26 PDT)

Cathryn G. Cason
 Manager
 Los Angeles Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 8, 2024

Airport/Planning Area Bishop Airport

Airport Infrastructure Grant
Number 3-06-0024-029-2024

Unique Entity Identifier EU9KBPLKZ5K5

TO: County of Inyo

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 22, 2024, for a grant of Federal funds for a project at or associated with the Bishop Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bishop Airport (herein called the "Project") consisting of the following:

Acquire Snow Removal Equipment

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$384,300.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$384,300 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 22, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 30, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements

will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

30. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
- a. House and maintain the equipment in a state of operational readiness on and for the airport;
 - b. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - c. Restrict the vehicle to on-airport use only;
 - d. Restrict the vehicle to the use for which it was intended; and
 - e. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.
31. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
32. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
33. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
34. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Cathryn G. Cason
Cathryn G. Cason (Aug 8, 2024 08:26 PDT)

(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

County of Inyo

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (County of Inyo), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of July 22, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



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

August 20, 2024

Reference ID:
2024-616

Ratification of Contract Dates to Cover Current Contract Period with Mobile Relay Associates

County Administrator - Information Services

ACTION REQUIRED

ITEM SUBMITTED BY

Noam Shendar, Chief Information Officer

ITEM PRESENTED BY

Noam Shendar, Chief Information Officer

RECOMMENDED ACTION:

Ratify the existing Mobile Relay Associates contract to recognize its full 5-year term (from March 2021 to March 2026).

BACKGROUND / SUMMARY / JUSTIFICATION:

Mobile Relay Associates ("MRA") is responsible for the Sheriff's digital two-way UHF radio system. Inyo County entered into a contract with MRA in March 2021, for a term of five years, with an expiration date of March 2026. However, the original Agenda Request Form only asked for approval through March 2024. This request is to correct this error and amend the end of the contract.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	022700
Budgeted?	Yes	Object Code	5281
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Approximately \$80,000, however this expense is all currently covered with AB109 funding, so there is no direct impact to the General Fund.			
Future Fiscal Year Impacts			
None (any extension will be brought in front of the Board for prior approval)			
Additional Information			

There is sufficient budget in the Sheriffs General Budget to cover the expense.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this extension. This is not recommended as the original contract language provides service through March 9, 2026 and without this Board action the vendor cannot be paid for services provided.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Sheriff's Office

ATTACHMENTS:

1. Mobile Relay Associates Contract

APPROVALS:

Noam Shendar	Created/Initiated - 8/7/2024
Nate Greenberg	Approved - 8/10/2024
Darcy Ellis	Approved - 8/12/2024
John Vallejo	Approved - 8/12/2024
Amy Shepherd	Final Approval - 8/12/2024

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 16th day of March 2021 an order was duly made and entered as follows:

**Sheriff – Mobile
Relay Associates
Sole-Source
Contract**

Moved by Supervisor Pucci and seconded by Supervisor Roeser to: A) declare Mobile Relay Associates, LLC of Paramount, CA a sole-source supplier of two-way radios/programming, and service provider for a UHF trunked radio system; B) approve contract with Mobile Relay Associates, LLC for their services of providing a UHF trunked radio system for the period of March 9, 2021 through March 9, 2024 in an amount not to exceed \$26.50 per radio, per month, for access on their system, contingent upon adoption of future budgets; and C) authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 16th
Day of March, 2021

Routing
CC Purchasing Personnel Auditor CAO Other: Sheriff DATE: March 24, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in dark ink, appearing to read "Clint G. Quilter", is written over a horizontal line.

By: _____

REPEATER AGREEMENT

Mobile Relay Associates, Inc. hereinafter called Company, agrees to furnish the non-exclusive use of the below described station to the undersigned Customer for the full term and amount stated below, and in consideration thereof, Customer agrees to make the full number of payments at the number and amounts stated herein, commencing on the date Company makes the station available.

STATION DESCRIPTION:
STATION LOCATION:
CPE SUPPLIER:

SPECIAL PROVISIONS

- ☐ This station will operate under a special use permit from the U.S. Forest Service. The permit fee is currently 5% of the annual amount or a minimum of \$30.00/year. The permit fee is subject to change by the U.S.F.S. and will be added to the contract amount.
- ☐ Airtime billing will include _____ minutes per month (averaged over the entire radio system) in the base rate. Airtime in excess of that allowance will be billed at _____ cents per minute. Transmissions will be monitored from 7 A.M. to 7 P.M. Monday thru Friday. Unlimited business transmissions will be allowed at other hours at no additional charge.
- ☐ Other: See attached "Scope of Work for Inyo County"

TERMS OF PAYMENT:

All payments will be in advance for the services at the rate stated below.

Monthly Rate	Security	Connection Fee	Base No. Units	Rate if Base No. Units Exceeded
\$3,975	Waived	Waived	150	\$26.50 per unit per month

Billing will be prorated to calendar months. The initial "monthly rate" is subject to change by company on a basis provided for in this Agreement.

a) **Number of Units:** The base number of units stated above is the initial number of units (base, control, mobile, portable) that Customer represents he will use as part of a radio system which includes the above described station. Customer agrees to obtain Company's written approval prior to increasing the number of units above the base number or adding any peripheral equipment such as signaling, tone data or interconnect equipment at which time Customer agrees to pay Company the amount stated above under "Rate if Base No. Units Exceeded", for the remaining term of this agreement. A subsequent reduction of the number of units shall reduce the payment amount provided that Customer averages a minimum number of units equal to the "Base No. Units" during the calendar quarter in which the rate reduction is requested. Unit reduction shall be effective on the next billing cycle. Customer shall have a 6 month "ramp up" period in which to fully implement its new system during which time no minimum units or minimum billing shall apply.

b) **Connection Fees:** Upon execution of this agreement, Customer agrees to pay the connection fee stated above. The connection fee shall be a one time non-refundable charge. Units added subsequent to the initial connection shall also incur a connection fee equal to the original "Connection Fee" divided by the "Base No. Of Units" times the number of units being added to the system.

c) **Security Deposit:** The security deposit shall be non-refundable for the term of this agreement. Customer acknowledges that the security deposit shall be received and held by Company as security for the continuing performance of Customer's obligations hereunder. In the event such deposit is utilized by Company at its sole option and discretion, for application to satisfy any obligation of Customer thereunder, application of such security deposit to satisfy such obligations shall not relieve Customer of its continuing obligations, hereunder, nor shall it be interpreted as a waiver of any rights or remedies of Company. At the termination of this agreement, Company shall refund security deposit or any portion thereof not utilized by Company to meet obligations of Customer. Company shall not be under any obligation to retain Customer's security deposit in an interest bearing or other special ear-marked account for the benefit of Customer.

d) **General Provisions:** The undersigned certifies that he has read and understands all of the terms and conditions on the front and back sides of this agreement, and each party acknowledges receipt of a true copy hereof at the time of execution. All of the terms and conditions on the reverse side hereof are part of this agreement, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, MODIFICATIONS OR PERFORMANCE GUARANTEES OTHER THAN THOSE EXPRESSLY STATED HEREIN. The parties hereto agree that no subsequent modification, warranty, or waiver shall become valid until and unless it is reduced to writing and signed by Customer and Company.

Company: **MOBILE RELAY ASSOCIATES, LLC.**

Customer: _____ Inyo County _____

Address: _____ 550 Clay St _____

City, State Zip: _____ Independence, Ca. 93526 _____

BY Mark J. Abrams DATE 3-24-21
(Signed)

BY MARK J. ABRAMS TITLE CEO
(Printed)

Phone No: 760 878 0325 FAX: 760 878 0387

BY _____ DATE 03/16/21
(Signed)

BY DANIEL SPADIS TITLE DEPUTY
(Printed)

TIN 95-6005445

This Agreement is Made and Becomes Valid
Only When Signed by an Officer of Company

- e) **Permits, Licenses and Regulations:** Customer agrees and understands that it is customer's responsibility to abide by all Federal, State and local regulations pertaining to the installation and operation of Customer's equipment. Customer agrees to secure at his own expense all licenses and permits required by law or ordinance if any. Customer agrees and understands that changes in rules and policies by agencies or persons other than Company that affect the operation or use of Customer's equipment and of the station are not the Company's responsibility. Customer hereby represents that he has obtained the necessary licenses and permits required to use said station if any, or that he will obtain said licenses and permits prior to any such use. In addition, Customer agrees to provide Company with a copy of its FCC license, license application, FCC assignment of authorization, U.S. Forest Service permits and any other documents required for the use of said station within 30 days of the starting date of this agreement.
- f) **Liability:** Customer agrees and warrants that he will indemnify and hold harmless Company from any liability arising from or in connection with Customer's use of the station.
- g) **Radio and Telephone Channels:** THERE ARE NO PERFORMANCE GUARANTEES OF ANY KIND UNLESS WRITTEN INTO THIS AGREEMENT.
- h) **Coverage and Interference:** Representations concerning the distance at which usable radio signals may be transmitted and received by the station or location thereof shall not be binding upon Company unless reduced to writing and made part of this agreement. Customer is hereby notified that the station is subject to degradation of performance from, but not limited to natural and man-made phenomena such as so called "skip" interference, power line and ignition noise, intermodulation, co-channel interference and interference from users of the same or other radio frequencies. Such interference and noise can be minimized by the addition of corrective devices (at Customer's expense if installed on customer's equipment) suitable for particular locations and installations. Company will make recommendations to the use of such devices, however, complete freedom from noise and interference cannot be guaranteed and no one is authorized to make, on behalf of Company any representations to the contrary. The Company is not responsible for interference due to the above or other causes. Company shall be responsible for installation of any interference filters on company's equipment. THERE ARE NO COVERAGE OR INTERFERENCE GUARANTEES OF ANY KIND UNLESS WRITTEN INTO THIS AGREEMENT.
- i) **Title:** Customer shall have no right, title or interest in the station except for the non-exclusive use thereof as expressly set forth in this agreement.
- j) **Site Access:** Access to station shall be limited only to Company, its authorized representatives, authorized contractors and the Federal Communications Commission (FCC).
- k) **Use:** It is expressly agreed by Customer and Company that: (1) [Reserved]. (2) While using the station, Customer shall be responsible for its proper operation in compliance with FCC rules. (3) Customer hereby consents to the execution of agreements between Company and other parties eligible to share the station under FCC rules, whereby such parties may utilize and share said station with Customer. (4) During the time that Customer is using the station, he shall have the right to exclude other Customers from exercising control of said station. (5) [Reserved] (6) Company has no control over the amount of time that said station will be available for Customer's use and that the amount of time that Customer uses or does not use said station shall in no way alter Customer's obligations to make payments to Company at the stated amount. (7) Customer represents that he has independently ascertained that the station is adequate and proper for Customer's intended use and has entered into this agreement based solely upon said independent investigation, and not by any representation by Company. Any violation of the foregoing terms shall constitute a material breach by Customer, and a default of this agreement.
- l) **Failures and Maintenance:** To insure proper performance, Customer will obtain contract service with his C.P.E. Supplier (or other service agency authorized by Company) for the maintenance of its equipment. Customer equipment shall be maintained in proper working condition. Company is not responsible for customer issues caused by Customer's failure to maintain its equipment.
- m) **Inspections and Modifications:** Customer agrees to make all radio units available to Company for inspection and/or modifications that are legally required or deemed desirable by Company and at the sole discretion of Company. Customer agrees to make all of his radio equipment available during normal working hours to Company or his agents for such inspections and/or modifications. Customer is responsible for the cost of any modifications that are mandated by the FCC or other legal authority and Company cannot guarantee that such modifications will not degrade the system performance. Company shall not be liable for Customer's loss of use of the vehicle, personnel, radio equipment or consequential damages during such inspections and/or modifications.
- n) **Transfer:** In the event that any State, local or Federal governmental agency caused the station

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03/14/21

and/or its location to become unavailable, Company shall make another similar station and/or location available, and such modification of station and/or location shall not affect the obligation of Customer.

o) **[Reserved]**

p) **Default:** If Customer refuses to allow Company to perform or through any act causes Company to be unable to perform or in the event that any payment remains unpaid for a period of 10 days after becoming due, or in the event that Customer is delinquent in any payments to Raycom or Mobile Relay Associates, GP (or any other company that is associated with Company) or if Customer makes an assignment for the benefit of creditors, becomes insolvent or becomes involuntarily or voluntarily bankrupt, or otherwise in default or in violation of any term or provision of this agreement, and fails to correct such default within five (5) days of written notice by Company, Company may declare the entire unpaid balance immediately due and payable with interest thereon at the maximum legal rate. In the event that Customer is in default of any term or condition therein, Company may within five days after mailing notice thereof, disconnect Customer's access to the station and otherwise prevent its use until Customer cures the default, reimburses Company for its costs of collection, and pays Company a re-connection charge. In the event that payment remains unpaid for a period of 45 days after becoming due, Company may disconnect Customer's access to station without notice. **SUCH DISCONNECTION SHALL NOT CAUSE A REDUCTION IN THE NUMBER OF MONTHS OR THE AMOUNTS DUE UNDER THIS AGREEMENT.** In the event suit is brought to enforce any of the terms or provisions hereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

q) **Late Charges:** In the event any payment due hereunder shall remain unpaid for a period of ten days or more after the due date of such payment, Company shall be entitled to late charges in an amount equivalent to 2 percent per month for each and every month or portion thereof that such payment remains unpaid.

r) **Notice Provision:** Customer promises to notify Company in writing of each and every network failure and/or malfunction on the part of Company or station by email, return receipt requested, not later than 2 business days after the occurrence of such failure and/or malfunction. Customer also agrees to inform Company of all changes of address, telephone, ownership, contact personnel, location of base station, or company structure within 10 business days after said change.

s) **Assignment:** Should Customer be unable to make further use of the station and shall actually cease making use thereof, as a result of such inability, Customer shall be entitled to assign his rights and obligations hereunder with the express written permission of Company, provided, however, that the assignee shall be subject to the acceptance of Company, which acceptance Company will not unreasonably withhold. Company reserves the right to assign its rights and obligations hereunder.

t) **Paragraph Headings:** The headings of the paragraphs herein are contained for reference and convenience only and should not be interpreted in connection with the actual provisions hereof.

u) **Additional Charges:** Company will render additional billings for the following reasons: (1) License preparation for renewals, modifications, assignments, additions and deletions of Customer's license. (2) Investigation and/or repairing communications problems that are not created by a defect in the Company's equipment including but not limited to deliberate or accidental jamming of the radio channels and failures of Customer's equipment. (3) [Reserved] (4) The FCC, the U.S. Forest Service, any public utility, any frequency coordinator or any other agency requires any fees and/or deposits in connection with the use of the station. Customer agrees to pay all the above fees and/or deposits upon notice.

v) **Rate Adjustments:** The rates in this agreement may be adjusted once each year due to cost increases beyond the control of Company. Should this occur, Company must give Customer 120 days written notice of its intention to adjust said rates including a cost justification acceptable to customer which approval cannot be unreasonably withheld and customer shall have 90 days after receipt of notice to notify Company of their intent not to accept the increased rates and either terminate this agreement or submit this agreement to mediation by a court appointed mediator. This agreement may also be adjusted once each year to compensate for corresponding increases in the consumer price index without notice to Customer starting with the first renewal of this agreement.

w) **Term:** This agreement shall be in effect for a period of five years and will be extended for additional yearly periods unless either party shall give written notice by certified mail (return receipt requested) to the other party of their intention not to extend the term of this agreement as least 90 days prior to the expiration of the initial term of this agreement or any extension thereof. Under no circumstances shall Customer be obligated to less than the full term of this agreement unless Company fails to meet its obligations under the Special Provisions section of this agreement.

x) **Misc. Provisions:** Time is of the essence in this agreement. The waiver of any term, provision

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03/16/21

or default shall not constitute the waiver of any other term, provision or default. This contract is made and is to be performed at the offices of Company at Paramount, Ca. This contract shall be governed by the laws of the State of California. If any part of this agreement shall be adjudged contrary to law, the remaining provisions hereof shall remain in full force and effect. The masculine gender as used herein shall include the feminine and neuter.

Ma

A handwritten signature, possibly reading "Ma", consisting of several overlapping loops.

02/16/21

Scope Of Work For Inyo County

Services provided by MOBILE RELAY ASSOCIATES, LLC ("MRA")

RECEITALS:

1. MRA desires to provide for the lease of its Diga-Talk NEXEDGE Digital Network and to ensure queue priority for Inyo County's use thereof; to provide maintenance services required by Inyo County, all on the terms and conditions set forth in this Agreement. MRA represents that it is a professional consultant, experienced in providing the foregoing services to public clients, is licensed in the State of California, and is familiar with the plans of Inyo County.
2. Inyo County desires to engage MRA to provide the use of the MRA Diga-Talk NEXEDGE Digital Network and to render maintenance and related services for Inyo County as set forth herein.
3. The MRA Diga-Talk NEXEDGE Digital Network shall provide the proper radio communications for Inyo County. The network consists of each site, its frequencies, repeaters, wiring, back-up generator and/or battery system, and power sources to keep the site online in a power outage and a sufficient length thereafter; and any other required equipment parts related to each site.

Now therefore, the parties agree as follows which terms shall supersede any standard provision of the MRA repeater agreement. In case of conflict, this document shall prevail:

1. MRA agrees to add complete sites, at MRA's expense, to areas where handheld radio coverage is inadequate and towns/populations justify it and so long as Inyo County provides the space for the site free of rent.
2. County of Inyo requires the highest queue of any user of the NEXEDGE Diga-Talk Network, so that Inyo County shall have priority network access at all times.
3. "Call Contention" is defined in this scope of work as any situation where network resources are inadequate, thus providing for Inyo County to be denied access to the network. This service shall be used by law enforcement and fire department for public safety "first responders" as well as non-emergency services (such as road maintenance, animal control, vector control, etc.). It is essential to public safety operations that the Inyo County avoid a call contention situation. MRA shall provide the highest queue priority on the NEXEDGE Digital Trunking system to Inyo County first responders. MRA shall keep Inyo County on the highest priority level and notify Inyo County immediately in writing if there are plans that would impact Inyo County's exclusive highest priority level for all calls regarding police and fire. MRA must provide Inyo County a minimum

Mark Adams

3-24-21

[Signature]
3/24/21

fifteen (15 days) notice in writing prior to making any system change that would compromise the first responder use of the Diga-Talk Network.

4. MRA shall monitor channel utilization and evaluate when Inyo County requires additional channels. If Inyo County notifies MRA of "interference" or "Call Contention" MRA will investigate and discuss findings with Inyo County before any action is agreed upon.
5. MRA and Inyo County will communicate about radio operations, number of channels, any possible communication access delays experienced by Inyo County users no less than on a quarterly basis.
6. MRA agrees to install network equipment at Rogers Peak if County provides the opportunity using the County's existing contract at the site, and to render maintenance and related services for Inyo County.
7. MRA agrees to provide a 24/7 point of contact to report system outage.
8. MRA agrees to a maximum of a 4-hour response time to start diagnosing any network issue under all circumstances. MRA shall be on-site to county facilities and/or the failed tower site tower site within 24 hours, subject to the ability of MRA to obtain access to the site. A total system outage will require a 2-hour response time to start diagnosing the problem.
9. MRA shall minimally include Conway Summit, Mammoth Lakes, Casa Diablo, Mazourka Peak, Inyo County Offices, Cerro Gordo, El Paso Peak and **Ibex Pass** as a minimum ^{LOSING WITHIN 6 MONTHS} coverage footprint. MRA shall provide service access to the for all radios on the Nevada/Rebel network. MRA does not control the Nevada/Rebel network until such time as it is merged in the future with the MRA network and cannot guarantee performance of that network.
10. MRA agrees that sites for use by Inyo County on the Diga-Talk Network minimally include Casa Diablo, Mazourka Peak, Inyo County Offices, Cerro Gordo, El Paso Peak and Ibex Pass have at least a secondary IP backup (such as a cellular modem or other method of maintaining a backup circuit). Compliance with this requirement can take up to 6 months after start of this contract.
11. MRA can use the County of Inyo's Mazourka solar building for installation of a site with the following terms:
 - a. MRA pays any fee increase to our lease due to the addition of their equipment.
 - b. MRA follows FCC and Forest Service rules and regulations.
 - c. MRA is liable to fix any damage to the building and/or solar equipment batteries that is related to anything installed by MRA.
 - d. MRA will not hold county liable for anything that happens to MRA's equipment at the site. County will not be responsible for any incurred liabilities for MRA equipment or employees at the site.

Mark Rharrs
3-24-21



03/16/21

- e. MRA maintains/services/keeps working including necessary parts, the county's solar system/batteries to an acceptable level to power our two repeaters. MRA can use the remainder of any available power/system.
 - f. MRA is not responsible to repair the building or replace the solar system or its components that are subject to damage from outside sources such as vandalism, theft or acts of God not related to anything installed by MRA. MRA shall perform all acts within its abilities to facilitate repair under such circumstances but cannot be held responsible for such items.
 - g. If MRA separates from being an Inyo County's radio provider, MRA will remove their equipment at the County's request and the prior agreement will be terminated with at least 90 day notice to be given.
12. MRA to provide flat/fixed subscription rate of \$26.50 per month, per radio billed monthly for radios active on the network.
- a. MRA will delete non-active radios on the network at the County's request with 30-days notice.
 - b. MRA will extend the same subscription rates we pay, for Inyo County public safety partners (local fire departments and/or City of Bishop Police) that we add later to our account or if they become a separate customer.
 - c. MRA will not increase the subscription rate during the period of the contract per the terms of the MRA agreement section v.
13. MRA guarantees that the Diga-Talk Network will be compatible with Kenwood 15-bit built-in encryption, DES 56-bit encryption or AES 256-bit encryption for all talk groups and radios. Some Kenwood radios require a hardware module that needs to be installed in the radio and some Kenwood radios require an encryption key at an additional cost for DES or AES encryption.
14. MRA agrees to provide access to 3 simplex channels that are FCC licensed at least throughout Inyo County for use where there is no network coverage.
15. MRA agrees to provide adequate number of talk-groups for the County at least up to five (5) for 150 subscriber radios and at least up to 15 talk-groups for 300 subscriber radios.



03/16/21

AMENDMENT NUMBER 1
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Mobile Relay Associates, Inc.
FOR Repeater Agreement

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mobile Relay Associates, Inc. (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated March 16, 2021, for the term from March 9, 2021 through March 9, 2024.

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

WHEREAS, the original Agreement is attached hereto.

County and Contractor hereby amend such Agreement as follows:

Amend TERMS OF PAYMENT as follows:

Monthly Rate changes from \$3975 per month to \$6625 per month and number of base units changes from 150 to 250.

/// NOTHING FOLLOWS ///

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

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

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Mobile Relay Associates, Inc.
FOR Repeater Agreement

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Mark J. Abrams
Signature

MARK J ABRAMS
Type or Print

Dated: MAY 25, 2021

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20th day of July 2021 an order was duly made and entered as follows:

*Sheriff – MRA
Contract,
Amendment &
Radio Purchase*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to:

- A) approve Amendment No. 1 to the contract between the County of Inyo and Mobile Relay Associates, Inc. of Paramount, amending the Scope of Work to increase the monthly service contract amount by \$31,800 and increase the number of radios from 150 to 250 at \$26.50 per radio, per month, contingent upon the Board's approval of future budgets;
- B) authorize purchase of additional radios and equipment for various departments in the amount of \$77,848, per Quotation No. 116002818 from Mobile Relay Associates, Inc.;
- C) approve the contract by and between the County of Inyo and Mobile Relay Associates, Inc. for the Radio Tower Upgrade and Installation Project from July 20, 2021 to December 31, 2021 in the amount of \$186,990, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget; and
- D) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

Motion carried unanimously 4-0, with Supervisor Kingsley absent.

Routing
CC Purchasing X Personnel Auditor CAO Other: Sheriff DATE: July 21, 2021

WITNESS my hand and the seal of said Board this 20th
Day of July, 2021



LESLIE CHAPMAN
Acting Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Jared Sparks

SUBJECT: Amendment to Mobile Relay Associates, Inc. Contract

RECOMMENDED ACTION:

Request Board:

- A. approve Amendment No. 1 to the contract between the County of Inyo and Mobile Relay Associates, Inc. of Paramount, amending the Scope of Work to increase the monthly service contract amount by \$31,800 and increase the number of radios from 150 to 250 at \$26.50 per radio, per month, contingent upon the Board's approval of future budgets;
- B. authorize purchase of additional radios and equipment for various departments in the amount of \$77,848, per Quotation No. 116002818 from Mobile Relay Associates, Inc.;
- C. approve the contract by and between the County of Inyo and Mobile Relay Associates, Inc. for the Radio Tower Upgrade and Installation Project from July 20, 2021 to December 31, 2021 in the amount of \$186,990, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget; and
- D. authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County currently communicates on a decades old radio system that consists of mountain top radio repeater sites, handheld and mobile radios, and a dispatching console. Our county, with its mountainous terrain and expansive square mileage, presents unique and costly radio system design challenges that require us to utilize many mountain top repeaters, as well as radio and microwave links to transmit radio signals to the far reaches of our boundaries.

In recent years, especially in recent months, we have seen the performance and reliability of our current radio system in drastic decline. Our current radio technicians do not believe our current system will make to the end of the year before a catastrophic, complete, system failure occurs. We currently do not have reliable or acceptable performance radio communication with our deputies in the Desert beat or the Tecopa Volunteer Fire Department. Recently there have been numerous, multiple-week, outages where our current radio system has been down in the desert leaving deputies, fire and ambulance service with no means of communication to be dispatched to calls or contact Dispatch for help. Our current microwave system has been unreliable and offering poor performance. Additionally, we have been plagued with system outages at our Silver Peak repeater station which covers the northern part of the county including Bishop and Round Valley. Repairs and service calls to radio technicians have been costly and occurring almost weekly.

Your Board, approved a contract with Mobile Relay Associates (MRA), to provide two-way radio service to the County. Since that approval, MRA has installed a radio repeater at the Sheriffs Administrative Building, further increasing the MRA network coverage in the Owens Valley.

Additionally, the Sheriff's Office has deployed handheld and mobile radios to the resident deputies in Death Valley. Historically, the Sheriff's Office has struggled to provide solid two-way radio communication between our Death Valley assets and the Sheriffs Dispatch Center. The end user feedback on MRA radio network performance and reliability from the resident deputies has been exceptional.

The Sheriff's Office has also deployed several handheld and mobile radios to deputies assigned throughout the Owens Valley. The Owens Valley end users have also been impressed with capabilities of the MRA system.

With your Board's approval, the Sheriff's Office seeks to continue to the next phase of this project. The next phase of the project includes purchase and installation of dispatching consoles that are compatible with both the MRA system and our legacy VHF system. It is still our intention to continue to use two channels of the legacy VHF system, one for dispatching county fire assets and one to use as a county back up radio channel. Also included in this phase, is the purchase and installation of mobile radios for the Sheriff's Office, Probation Office and Southern Inyo Fire Protection District. This phase also includes the purchase of portable radios for the Probation Office, and District Attorney's Office.

An upcoming phase will also refresh remaining legacy VHF equipment at mountain top sites, including the transition from the Tecopa microwave link to an IP link to improve reliability.

Completion of this phase will allow the County to begin taking excess repeater sites down, discontinue use of the State microwave link and reduce currently high repair costs.

With the completion of this phase, the County will need to increase monthly radio service subscriptions from 150 (current contract) to up to 250 at \$26.50 per radio, per month (up to \$6,625.00 per month max total) to accommodate the addition of Probation, District Attorney's Office and Southern Inyo Fire Protection District. These monthly expenses will be budgeted in the Sheriff's Budget with an offsetting revenue from the Criminal Justice-Realignment Budget for the Probation and District Attorney radios and an offsetting revenue from HHS for the Southern Inyo Fire Protection District radios.

With a sole-source agreement between Inyo County and MRA, we would utilize an all-inclusive, full-service, modern radio solution that could easily be scaled county wide. As the system takes the place of the County's existing radio infrastructure, significant cost savings will be recognized through out the County as repeater leases and maintenance will no longer be necessary.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this amendment. Staff does not support this option. The County's numerous radio systems and Sheriff Dispatch are antiquated, losing reliability/failing and need to be replaced urgently. The sole-source authorization to purchase and contract increase with new dispatch consoles would fully switch the Sheriff's Office, Probation, District Attorney's Office and Southern Inyo Fire Protection District to the UHF trunked radio system. This would make the County ready to bring other departments on board when they are ready. The majority of this purchase is a one-time cost that, while not cheap, is far less then the alternative of the County purchasing their own multi-million dollar radio system.

OTHER AGENCY INVOLVEMENT:

HHS

Probation
District Attorney's Office

FINANCING:

This project will be budgeted in the Sheriff General Budget (022700) as follows:
\$186,990 in Construction in Progress (5700); and \$77,848 in Office and Other Equipment (5232), with an offsetting revenue in the amount of \$264,838 in Intra County Charges (4821) from the Criminal Justice-Realignment Budget (023002) in the next fiscal year, and the additional \$31,800 in the Sheriff's Budget (022700) in Office, Space and Site Rental (5291).

ATTACHMENTS:

1. Mobile Relay Assoc. Sole Source Contract
2. MRA Contract Amendment 1
3. MRA Quote for Radios/Install
4. Radio Tower Upgrade and Installation Contract with MRA

APPROVALS:

Riannah Reade	Created/Initiated - 4/19/2021
Darcy Ellis	Approved - 4/20/2021
Riannah Reade	Approved - 5/20/2021
Denelle Carrington	Approved - 5/25/2021
Marshall Rudolph	Approved - 7/9/2021
Aaron Holmberg	Approved - 7/9/2021
Amy Shepherd	Approved - 7/12/2021
Jeffrey Hollowell	Final Approval - 7/12/2021

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 16th day of March 2021 an order was duly made and entered as follows:

**Sheriff – Mobile
Relay Associates
Sole-Source
Contract**

Moved by Supervisor Pucci and seconded by Supervisor Roeser to: A) declare Mobile Relay Associates, LLC of Paramount, CA a sole-source supplier of two-way radios/programming, and service provider for a UHF trunked radio system; B) approve contract with Mobile Relay Associates, LLC for their services of providing a UHF trunked radio system for the period of March 9, 2021 through March 9, 2024 in an amount not to exceed \$26.50 per radio, per month, for access on their system, contingent upon adoption of future budgets; and C) authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 16th
Day of March, 2021



CLINT G. QUINTER
Clerk of the Board of Supervisors

[Handwritten signature]

By*

Routing
CC Purchasing Personnel Auditor CAO Other: Sheriff DATE: March 24, 2021

QUOTATION

Page 1

116002818

Bill To:

Inyo County Sheriff
 Jared Sparks, Lieutenant
 550 S. Clay St.
 Independence, CA 93526

Ship To:

Inyo County Sheriff
 Jared Sparks, Lieutenant
 550 S. Clay St.
 Independence, CA 93526

Date: 04/14/2021		Customer Rep: Joyce Peters		Terms: Net 15	
Qty	Item	Description	Unit Price	Extended	
23	NX-800K	Kenwood NXDN Digital Trunked 450-520 MHz 30W 128 Zone Mobile	518.00	11,914.00	
23	KWD-NX2G-10	Kenwood License Key, Gen2 Enhanced Option for NX-*00/*10/*11/*20 Portables & Mobiles	11.90	273.70	
23	KRK-10	Remote Mount Kit For NX-800 (With 23' Cable)	74.90	1,722.70	
41	NX-5800K	Kenwood UHF (450-520MHz), 45W,NXDN Conventional type-C trunking	700.00	28,700.00	
4	NX-5800BK	UHF 45W, 450-520MHz RF deck only	514.50	2,058.00	
4	KCH-21RM	JVC/Ken control head for long cable portable	710.50	2,842.00	
4	KCT-77M2	JVC/Ken remote control cable for KCH21RM (17feet)	130.90	523.60	
4	NX-800K	Kenwood NXDN Digital Trunked 450-520 MHz 30W 128 Zone Mobile	515.00	2,060.00	
4	KWD-NX2G-10	Kenwood License Key, Gen2 Enhanced Option for NX-*00/*10/*11/*20 Portables & Mobiles	11.90	47.60	
16	NX-5300K3	Kenwood UHF (450-520MHz) 5W, NXDN Conventional TYPE-C Trunking (Full-key)	625.10	10,001.60	
16	Misc.	BPKNB48LI-48 7.2V / 4800 mAh / 34.6 Wh / Li-Ion	91.28	1,460.48	
57	RL15	Normal Dash Mount Installation	160.00	9,120.00	
94	RDRP	Redefine Radio Parameters	25.00	2,350.00	

Subtotal : \$73,073.68
 Tax : \$4,774.30
 Total Quote : \$77,847.98

**CONTRACT BY AND BETWEEN
THE COUNTY OF INYO
and
MOBILE RELAY ASSOCIATES, INC., CONTRACTOR
for the
RADIO TOWER UPGRADE AND INSTALLATION PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, 07/20, 2021, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Mobile Relay Associates, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of the **RADIO TOWER UPGRADE AND INSTALLATION PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. **SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Scope of Work contained within Attachment 3 within the Time for Completion set forth for:

Title: **RADIO TOWER UPGRADE AND INSTALLATION PROJECT**

2. **TIME OF COMPLETION.** Project work shall begin within 60 calendar days after full execution of the Contract by all parties and shall continue until all requested services are completed. Said services shall be completed no later than 12/31/2021 - NO COMPLETED

3. **PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: one hundred eighty-six thousand nine hundred eighty-eight dollars and thirty-one cents (\$186,988.31). Invoicing to be net 30 days after job is substantially complete and accepted. The parties anticipate that there may be a few features that take some time to implement due to complexity. In such a case, CONTRACTOR will invoice for the work completed and accepted in lieu of the entire job until the job is complete.

4. **STANDARD OF PERFORMANCE.** Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to

the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

5. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

6. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

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

8. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 2 and with the provisions specified in that attachment.

9. **POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. **COMPLIANCE WITH ALL LAWS.**

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. **LICENSES.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required

of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

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

13. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Sheriff's Department
Attn: Lt. Jared Sparks
550 S. Clay St.
PO Drawer S
Independence, CA 93526

If to Contractor: Mobile Relay Associates, Inc.
15330 Vermont Ave.
Paramount, CA 90723

15. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. WAIVER. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. TERMINATION. This Contract may be terminated for the reasons stated below:

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
- b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
- c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

19. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

21. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

22. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

COUNTY OF INYO

By: Jeff Griffiths

Name: Jeff Griffiths

Title: Chairperson

Dated: 08/23/2021

CONTRACTOR

MOBILE RELAY ASSOCIATES

By: Mark J. Abrams

Name: MARK J. ABRAMS

Title: CEO

Dated: 8-23-2021

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND MOBILE RELAY ASSOCIATES, INC. FOR THE RADIO TOWER UPGRADE AND INSTALLATION PROJECT

TERM:

FROM: 07/20/2021 TO: 12/31/2021

SCOPE OF WORK

MRA/Raycom will perform the following work for Inyo County:

- a. Replacement of repeater equipment at various mountain top locations. Inyo county requested to replace their older Motorola radio equipment with newer state of the art Kenwood repeaters.
 1. Each repeater is located at a different mountain top location in the Eastern Sierra area. This includes the following sites and areas:
 - i. El Paso Peak – covering the Ridgecrest area
 - ii. Cerro Gordo – covering the Long Pine, Cartago, Grant and Olancho areas
 - iii. Mazourka Peak – covering the Independence, Lone Pine, Big Pine and Bishop areas
 - NOT COMPLETED -iv. Rogers Peak – covering Panamint, Panamint Springs, Death Valley, Badwater, Ashford Mills, Beatty Junction, Lane Mill and many areas of the SE portion of Inyo County
 - STATE SITE WILL NOT ALLOW PRIVATE COMPANY. v. Ibex Peak – covering Highway 127 from Barstow to Shoshone and Highway 178 heading into Death Valley and portions of the Chicago Valley.
 - NOT COMPLETED -vi. Silver Peak – covering Bishop, Big Pine, US395 from Manzanar to Mammoth and US6 from Bishop heading north to almost the Nevada border.
 - STATE WILL NOT ALLOW PRIVATE COMPANY. 2. Equipment will be programmed and tested prior to delivery to the site to replace the site equipment.
 3. Equipment will be installed at each site replacing the existing repeater with a new repeater and reusing the existing antenna and feed line unless our tests indicate that there is something wrong with the antenna system at which time we will attempt to repair the problem. If the problem requires replacement of an antenna or feedline or we do not have the parts with us to perform the repair, we will return another day to perform the repair. Cable and/or antenna replacement will be performed professionally. Cables will be properly installed and clamped down. The use of proper grounding techniques will be used and lightning arrestors will be installed as appropriate if replacement is required. One site per day is currently planned.

4. Only the repeater will be replaced at each site except for El Paso Peak which will be moved to a different building. The new antenna and cable will be installed at the new building. After that is accomplished, we will install the new repeater. Afterward, the duplexer will be removed from the old site and moved to the new site. New cables will be used if the existing cables are too short, have the incorrect connectors or is of inferior quality necessitating replacement. Estimated downtime for the site will be a maximum of 30 minutes.
5. Invoicing to be net 30 days after installation is complete and acceptance of the work provided all sites are accessible and we are not prevented from finishing the job due to circumstances beyond our control. In such case, we will invoice for the work completed and accepted.
- b. Replacement of dispatch consoles in the main dispatch center at 550 Clay Street in Independence, Ca. The following is the procedure that we plan to follow:
 1. A temporary dispatch will be set up to facilitate changeout of the existing console system so that there is a way to dispatch even if the existing console is out of service.
 2. The new dispatch console consists of two positions and a server. The new server will be set up while the existing console is still working.
 3. The new dispatch positions will be set up and connected to the server while the existing console is still in service. Console configurations are software controlled and will be configured to the desires of dispatch to the maximum extent possible.
 4. Dispatch will be changed over to the temporary dispatch equipment that was set up earlier in the process.
 5. After the new console hardware is configured and operational, the existing console will be removed and replaced with the new hardware.
 6. The new console equipment will be moved into its permanent position while dispatch is using the temporary dispatch equipment.
 7. The new console will be connected and activated while dispatch continues to use the temporary dispatch equipment.
 8. After the new equipment is in place and operational, dispatch will be switched over to the new console.
 9. Provided everything appears to be fully functional, the temporary dispatch will be removed.
 10. Invoicing to be net 30 days after job is substantially complete and accepted. There may be a few features that take some time to implement due to complexity. In such a case, we will invoice for the work completed and accepted in lieu of the entire job until the job is complete.

ATTACHMENT 2

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
MOBILE RELAY ASSOCIATES, INC.
FOR THE RADIO TOWER UPGRADE AND INSTALLATION PROJECT**

TERM:
FROM: 07/20/2021 **TO:** 12/31/2021

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Jared Sparks

SUBJECT: Amendment to Mobile Relay Associates, Inc. Contract

RECOMMENDED ACTION:

Request Board:

- A. approve Amendment No. 1 to the contract between the County of Inyo and Mobile Relay Associates, Inc. of Paramount, amending the Scope of Work to increase the monthly service contract amount by \$31,800 and increase the number of radios from 150 to 250 at \$26.50 per radio, per month, contingent upon the Board's approval of future budgets;
- B. authorize purchase of additional radios and equipment for various departments in the amount of \$77,848, per Quotation No. 116002818 from Mobile Relay Associates, Inc.;
- C. approve the contract by and between the County of Inyo and Mobile Relay Associates, Inc. for the Radio Tower Upgrade and Installation Project from July 20, 2021 to December 31, 2021 in the amount of \$186,990, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget; and
- D. authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County currently communicates on a decades old radio system that consists of mountain top radio repeater sites, handheld and mobile radios, and a dispatching console. Our county, with its mountainous terrain and expansive square mileage, presents unique and costly radio system design challenges that require us to utilize many mountain top repeaters, as well as radio and microwave links to transmit radio signals to the far reaches of our boundaries.

In recent years, especially in recent months, we have seen the performance and reliability of our current radio system in drastic decline. Our current radio technicians do not believe our current system will make to the end of the year before a catastrophic, complete, system failure occurs. We currently do not have reliable or acceptable performance radio communication with our deputies in the Desert beat or the Tecopa Volunteer Fire Department. Recently there have been numerous, multiple-week, outages where our current radio system has been down in the desert leaving deputies, fire and ambulance service with no means of communication to be dispatched to calls or contact Dispatch for help. Our current microwave system has been unreliable and offering poor performance. Additionally, we have been plagued with system outages at our Silver Peak repeater station which covers the northern part of the county including Bishop and Round Valley. Repairs and service calls to radio technicians have been costly and occurring almost weekly.

Your Board, approved a contract with Mobile Relay Associates (MRA), to provide two-way radio service to the County. Since that approval, MRA has installed a radio repeater at the Sheriff's Administrative Building, further increasing the MRA network coverage in the Owens Valley.

Additionally, the Sheriff's Office has deployed handheld and mobile radios to the resident deputies in Death Valley. Historically, the Sheriff's Office has struggled to provide solid two-way radio communication between our Death Valley assets and the Sheriff's Dispatch Center. The end user feedback on MRA radio network performance and reliability from the resident deputies has been exceptional.

The Sheriff's Office has also deployed several handheld and mobile radios to deputies assigned throughout the Owens Valley. The Owens Valley end users have also been impressed with capabilities of the MRA system.

With your Board's approval, the Sheriff's Office seeks to continue to the next phase of this project. The next phase of the project includes purchase and installation of dispatching consoles that are compatible with both the MRA system and our legacy VHF system. It is still our intention to continue to use two channels of the legacy VHF system, one for dispatching county fire assets and one to use as a county back up radio channel. Also included in this phase, is the purchase and installation of mobile radios for the Sheriff's Office, Probation Office and Southern Inyo Fire Protection District. This phase also includes the purchase of portable radios for the Probation Office, and District Attorney's Office.

An upcoming phase will also refresh remaining legacy VHF equipment at mountain top sites, including the transition from the Tecopa microwave link to an IP link to improve reliability.

Completion of this phase will allow the County to begin taking excess repeater sites down, discontinue use of the State microwave link and reduce currently high repair costs.

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With a sole-source agreement between Inyo County and MRA, we would utilize an all-inclusive, full-service, modern radio solution that could easily be scaled county wide. As the system takes the place of the County's existing radio infrastructure, significant cost savings will be recognized through out the County as repeater leases and maintenance will no longer be necessary.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this amendment. Staff does not support this option. The County's numerous radio systems and Sheriff Dispatch are antiquated, losing reliability/failing and need to be replaced urgently. The sole-source authorization to purchase and contract increase with new dispatch consoles would fully switch the Sheriff's Office, Probation, District Attorney's Office and Southern Inyo Fire Protection District to the UHF trunked radio system. This would make the County ready to bring other departments on board when they are ready. The majority of this purchase is a one-time cost that, while not cheap, is far less then the alternative of the County purchasing their own multi-million dollar radio system.

OTHER AGENCY INVOLVEMENT:

HHS

Probation
District Attorney's Office

FINANCING:

This project will be budgeted in the Sheriff General Budget (022700) as follows:
\$186,990 in Construction in Progress (5700); and \$77,848 in Office and Other Equipment (5232), with an offsetting revenue in the amount of \$264,838 in Intra County Charges (4821) from the Criminal Justice-Realignment Budget (023002) in the next fiscal year, and the additional \$31,800 in the Sheriff's Budget (022700) in Office, Space and Site Rental (5291).

ATTACHMENTS:

1. Mobile Relay Assoc. Sole Source Contract
2. MRA Contract Amendment 1
3. MRA Quote for Radios/Install
4. Radio Tower Upgrade and Installation Contract with MRA

APPROVALS:

Riannah Reade	Created/Initiated - 4/19/2021
Darcy Ellis	Approved - 4/20/2021
Riannah Reade	Approved - 5/20/2021
Denelle Carrington	Approved - 5/25/2021
Marshall Rudolph	Approved - 7/9/2021
Aaron Holmberg	Approved - 7/9/2021
Amy Shepherd	Approved - 7/12/2021
Jeffrey Hollowell	Final Approval - 7/12/2021



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

August 20, 2024

Reference ID:
2024-636

FEMA-funded Unmanned Aircraft System Policy County Administrator - Emergency Services ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Approve the proposed Federal Emergency Management Agency (FEMA)-Funded Unmanned Aircraft System (UAS) Policy and Protocol for Inyo County, which is required as part of the FEMA grant funding process, including the Homeland Security Grant Program, for acquiring UAS equipment intended for emergency management purposes.

BACKGROUND / SUMMARY / JUSTIFICATION:

The FEMA-Funded UAS Policy and Protocol outlines the procedures for the appropriate use, supervision, effectiveness evaluation, auditing, accountability, and community engagement related to the deployment and operation of UAS. This policy ensures compliance with FEMA grant requirements, including Homeland Security grants, and aligns with best practices for operational transparency, community trust, and legal adherence.

Key Elements:

- **Appropriate Use:** Guidelines for deploying UAS in emergency scenarios, including measures to minimize community concerns.
- **Supervision:** Requirements for supervising personnel operating UAS to ensure adherence to operational standards.
- **Effectiveness Evaluation:** Procedures for regularly assessing the operational value and effectiveness of UAS.
- **Auditing and Accountability:** Provisions for ensuring compliance with policies and holding personnel accountable.
- **Community Engagement:** Strategies for informing and involving the community regarding UAS use and addressing feedback.

FISCAL IMPACT:

There is no fiscal impact associated with approving this policy, however doing so is linked to FEMA funding requirements and opportunities.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Request your Board approve the FEMA-Funded Unmanned Aircraft System (UAS) Policy and Protocol as presented. Your Board could choose not to fund this policy, however, this is not recommended as this policy aligns directly with FEMA guidance and is required to have for the purchase of a UAS.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. FEMA Unmanned Aircraft System Policy

APPROVALS:

Mikaela Torres	Created/Initiated - 8/13/2024
Mikaela Torres	Approved - 8/13/2024
John Vallejo	Approved - 8/13/2024
Nate Greenberg	Final Approval - 8/14/2024

Inyo County Federal Emergency Management Agency (FEMA) Funded Unmanned Aircraft System (UAS) Policy and Protocol

1. Purpose

This policy establishes protocols for the appropriate use, supervision, effectiveness evaluation, auditing, accountability, and community engagement regarding unmanned aircraft systems (UAS) acquired through Federal Emergency Management Agency (FEMA) grant funds.

2. Scope

This policy applies to all personnel authorized to operate or oversee the use of UAS within Inyo County.

3. Policy and Protocol Requirements

3.1. Appropriate Use of UAS

Deployment Scenarios: UAS will be used for emergency management purposes, including search and rescue operations, disaster response, and situational awareness during critical incidents.

Decision-Making Process: Deployment decisions will be based on operational needs, safety considerations, and potential community impact. The UAS will be used in a manner that minimizes community fear and distrust, with measures such as staging UAS away from public view until necessary.

Mitigation Measures: Efforts will be made to use UAS discreetly to avoid causing unnecessary concern. Alternatives will be considered where feasible.

3.2. Supervision of UAS Use

Supervision Protocols: All UAS operations will be supervised by personnel with appropriate authority. A designated supervisor will be present during the deployment of UAS, ensuring compliance with operational and safety guidelines.

Authorization: Only trained and certified personnel will operate the UAS. Supervisors must verify the qualifications and readiness of UAS operators before deployment.

3.3. Effectiveness Evaluation

Monitoring and Evaluation: The effectiveness of UAS will be regularly reviewed through after-action reports and operational data. Evaluations will focus on operational efficiency, tactical value, and technical performance.

Review Process: Data on UAS usage, including frequency and location, will be analyzed to assess the need for continued deployment and identify any operational improvements.

3.4. Auditing and Accountability

Compliance: Personnel are required to adhere to all relevant policies and regulations regarding UAS use. Non-compliance will result in disciplinary action as per agency, state, and federal guidelines.

Auditing Procedures: Regular audits will be conducted to ensure adherence to this policy and other relevant standards. Auditing results will be documented and reviewed for accountability.

3.5. Transparency and Community Engagement

Community Notification: The community will be informed about the acquisition and use of UAS through public announcements and community meetings. Information will include the purpose of the UAS, its benefits, and how it will be used.

Significant Incidents Review: Significant incidents involving UAS will be reviewed and discussed with the community, while respecting legal limitations on sensitive information.

4. Community Policing and Input

4.1. Community Policing

Engagement: UAS deployment will be conducted in a manner that supports community policing principles. Efforts will be made to engage with community members to build trust and cooperation.

4.2. Constitutional Policing

Respect for Rights: UAS operations will respect constitutional rights and privacy concerns. All actions will comply with legal standards and privacy protections.

4.3. Community Input and Impact Considerations

Feedback Mechanisms: The community will have opportunities to provide feedback on UAS operations. Input gathered will be used to review and adjust policies as necessary to address community concerns.

5. Record-Keeping and Documentation

Record Maintenance: Detailed records of UAS operations, including deployment decisions, supervision logs, and effectiveness evaluations, will be maintained.

Access to Records: Upon request from FEMA, copies of the General Policing Standards, Specific Controlled Equipment Standards, and related policies and protocols will be provided.

6. Implementation and Review

Policy Review: This policy will be reviewed annually and updated as needed to ensure ongoing compliance with grant requirements and effectiveness in UAS management.



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

August 20, 2024

Reference ID:
2024-467

Proposed Ordinance Establishing Formula for Pricing Fuel Sold and Landing Fees at Inyo County Airports and Repealing Ordinance No. 1166

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Establishing the Formula for Pricing Fuel Sold at Inyo County Airports, Establishing Landing Fees, and Repealing Ordinance No. 1166 (2011)." and schedule enactment for September 3, 2024, in the Board of Supervisors Chambers, County Administrative Center, Independence.

BACKGROUND / SUMMARY / JUSTIFICATION:

Ordinance 1166, which was passed in 2011, established guidelines for setting fuel prices and transient ramp fees at Inyo County airports. The Public Works Department would like to restructure the transient ramp fees charged at the Bishop Airport, and feels that the methodology for setting fuel prices should be reevaluated. This has been discussed with the Northern Inyo Airport Advisory Committee, who supported an increase in the per gallon full-service fuel fee, which is currently \$0.15, by \$0.10, in order to begin a fuel truck repair/replacement fund. Also discussed were increases to the administrative markup per gallon of 100 Low Lead and Jet A fuels.

This action would repeal Ordinance 1166 and authorize the setting of fees in the future via Resolution. The Resolution setting the new fees is not included in this Board action, as this resolution cannot be passed until today's Ordinance goes into effect, which will not be until 30 days after its adoption. Thus, Public Works will return to your Board with the Resolution setting fees once today's ordinance is in effect. A detailed explanation of the updates will be presented to your Board at that time.

FISCAL IMPACT:

Repealing and replacing Ordinance No. 1166 does not have any direct fiscal impacts, however if rates are modified via resolution after the new ordinance takes effect, the County airports may see a small increase in revenue.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to leave the 2011 ordinance in place. This is not recommended as the fuel pricing system requires adjustment which this item will provide authority for.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel; Northern Inyo Airport Advisory Committee

ATTACHMENTS:

1. Airport Ramp Fuel Fees Ordinance
2. Ordinance No. 1166 August 2011

APPROVALS:

Ashley Helms	Created/Initiated - 8/7/2024
Darcy Ellis	Approved - 8/8/2024
Ashley Helms	Approved - 8/12/2024
Michael Errante	Approved - 8/12/2024
Grace Chuchla	Approved - 8/12/2024
John Vallejo	Approved - 8/12/2024
Nate Greenberg	Final Approval - 8/12/2024

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
REPEALING ORDINANCE NO. 1166 (2011)
AND ESTABLISHING GUIDELINES FOR SETTING FUEL PRICES
AND TRANSIENT RAMP FEES**

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to repeal Ordinance No. 1166 (2011) and to create a new fee structure for fuel pricing and landing fees at Inyo County Airports.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority given this Board of Supervisors by Government Code 50474 which, among other things, permits a county to establish fees and rents for the use of its airport facilities, and by Government Code 66018 which, in the absence of a more specific statute, provides the procedure for adopting and revising such fees and rents.

SECTION THREE. REPEALS.

Ordinance No. 1166 (2011) is hereby repealed in its entirety.

SECTION FOUR. FUEL PRICING AT INYO COUNTY AIRPORTS

The formula for setting fuel prices at Inyo County airports shall be set by resolution of the Board of Supervisors.

SECTION FIVE. RAMP FEES AT INYO COUNTY AIRPORTS

The amount to be charged by the County of Inyo for airport ramp fees shall be set by resolution of the Board of Supervisors.

SECTION SIX. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION SEVEN. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION EIGHT. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

PASSED AND ADOPTED this _____ day of _____, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Matt Kingsley, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

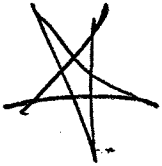
In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16th day of *August*, 2011 an order was duly made and entered as follows:

Ord. 1166 Setting
Price of Aviation
Fuel and Ramp
Fees at ESRA

On a motion by Supervisor Pucci and a second by Supervisor Arcularius, Ordinance 1166 titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Establishing a Formula for Setting the Price of Aviation Fuel Sold at the Eastern Sierra Regional Airport, Establishing Transient Commercial Operator Ramp Fees to be Charged at the Eastern Sierra Regional Airport, and Repealing Inyo County Ordinance No. 1075," was enacted: motion unanimously passed and adopted.



WITNESS my hand and the seal of said Board this 16th

Day of August 2011



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing	
CC.	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CAO	_____
Other <input checked="" type="checkbox"/> Ord. List	_____
DATE: August 26, 2011	

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ESTABLISHING A FORMULA FOR SETTING THE PRICE OF AVIATION FUEL SOLD AT THE EASTERN SIERRA REGIONAL AIRPORT, ESTABLISHING TRANSIENT COMMERCIAL OPERATOR RAMP FEES TO BE CHARGED AT THE EASTERN SIERRA REGIONAL AIRPORT, AND REPEALING INYO COUNTY ORDINANCE NO. 1075

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION I. FINDINGS/PURPOSE.

In enacting this Ordinance this Board finds that the cost to the County of providing various aviation-related services and facilities at the Eastern Sierra Regional Airport exceeds the revenue generated by the fees that the County currently charges for the provision of those services and facilities; that it is in the public interest, and the purpose of this Ordinance, for those fees, to the extent reasonable, to be in amounts sufficient to defray the County's cost of providing those services and facilities; and that, based on a study of the direct and authorized indirect costs to the County of operating and maintaining the Eastern Sierra Regional Airport, the fees established herein do not exceed the reasonable cost to the County of providing the services or facilities to which they apply.

SECTION II. AUTHORITY.

This Ordinance is enacted pursuant to the authority given this Board of Supervisors by Government Code §50474 which, among other things, permits a county to establish fees and rents for the use of its airport facilities, and by Government Code §66018 which, in the absence of a more specific statute, provides the procedure for adopting and revising such fees and rents.

SECTION III. REPEALS.

On the effective date of this Ordinance, Inyo County Ordinance No. 1075, establishing a formula for determining aviation fuel prices at the Eastern Sierra Regional Airport, and any other Inyo County ordinance or resolution that establishes airport-related fees for the Eastern Sierra Regional Airport inconsistent with those established herein, are repealed.

SECTION IV. ESTABLISHMENT OF FORMULA FOR DETERMINING PRICE OF AVIATION FUEL SOLD AT EASTERN SIERRA REGIONAL AIRPORT.

The amounts to be charged by the County of Inyo for its sale of aviation fuel at the Eastern Sierra Regional Airport shall be determined, and periodically set, based on the following formula:

- A. The maximum price per gallon of aviation fuel sold by Inyo County at the Eastern Sierra Regional Airport, when the fuel is delivered to the aircraft by fuel truck, shall be the sum of A + B + C + T, where:
 - 1.) "A" is the wholesale price per gallon at which the County purchased the fuel, not including sales tax;
 - 2.) "B" is an administrative charge to defray the cost to the County of operating/maintaining the airport, including the cost to provide aviation fuel; the charge shall not exceed \$0.50 per gallon of 100 Low Lead aviation gasoline sold, nor shall it exceed \$1.00 per gallon of Jet A aviation fuel sold.
 - 3.) "C" is a fuel truck delivery service charge, which shall not exceed \$0.15 per gallon of fuel delivered to the aircraft by fuel truck; and
 - 4.) "T" is the total of all taxes and fees paid by the County in connection with its purchase of the fuel and includes, without limit, sales taxes, federal and state excise taxes, and the California Oil Spill Fee.

- B. The maximum price per gallon of aviation fuel sold by Inyo County at the Eastern Sierra Regional Airport, when the fuel is not delivered to the aircraft by the fuel truck, shall be the sum of $A + B + T$, as those symbols are described above.
- C. The administrative charge and the fuel truck delivery service charge, referenced in the above formula as items "B" and "C," respectively, shall be determined as follows:
- 1.) The administrative charge shall be determined from time to time by the Director of the Public Works Department and shall be based on the cost to the County of maintaining and operating the Eastern Sierra Regional Airport, including the County's cost to purchase, store, deliver, and sell aviation fuel.
 - 2.) The truck delivery service charge shall be determined from time to time by the Director of the Public Works Department and shall reflect the then-current cost to the County of delivering, or having delivered, fuel to aircraft via fuel truck.
 - 3.) Upon establishment of the administrative charge and the truck delivery service charge, and upon any change in either, the Director of the Public Works Department, or the Director's designee, shall post the amounts thereof at the Eastern Sierra Regional Airport.
- D. Notwithstanding the foregoing, the Director of the Public Works Department or the Director's designee, may, as an incentive for the purchase of large quantities of fuel and/or to promote special aviation activities at the Eastern Sierra Regional Airport, reduce the administrative charge referred to as item "B" in the above formula for establishing aviation fuel prices, as that charge is established and posted from time to time pursuant to subsection C hereof, subject to the following limitations:
- 1.) The Director, or the Director's designee, may reduce the administrative charge by up to \$.20 per gallon for participants in special aviation activities at the Eastern Sierra Regional Airport;
 - 2.) The Director, or the Director's designee, may reduce the administrative charge as follows for large purchases of aviation fuel:
 - a.) For purchases of more than 750 gallons per month of 100 Low Lead fuel, and for purchases of between 400 and 1499 gallons of Jet A fuel per month, the posted administrative charge may be reduced by \$.10;
 - b.) For purchases of between 1500 and 2249 gallons of Jet A fuel per month, the posted administrative charge may be reduced by \$.20;
 - c.) For purchases of between 2250 and 2999 gallons of Jet A fuel per month, the posted administrative charge may be reduced by \$.30;
 - d.) For purchases of 3000 or more gallons of Jet A fuel per month, the posted administrative charge may be reduced by \$.40.
- E. Contract Fuel Sales. Notwithstanding the foregoing, and when the Board of Supervisors determines it would be in the public interest to do so, nothing in this ordinance shall prevent the County of Inyo from charging fuel fees in amounts different from those set forth herein pursuant to a contract, including, without limitation, a contract with the United States, or with a person or entity that provides or will provide regular commercial passenger airline service to and from the Eastern Sierra Regional Airport, or other air services deemed important to Inyo County.

SECTION V. ESTABLISHMENT OF TRANSIENT COMMERCIAL OPERATOR RAMP FEES TO BE CHARGED AT THE EASTERN SIERRA REGIONAL AIRPORT.

- 1.) There is hereby established a fee, in the following amounts, that shall be charged of and paid by operators of transient commercial aircraft for their use of the runways and the taxi, apron, and ramp areas at the Eastern Sierra Regional Airport:
 - 2.) Single-engine aircraft: \$30.00 per occurrence
 - 3.) Twin-engine 100LL aircraft, single turbine and small helicopter: \$45.00 per occurrence
 - 4.) Twin-engine turbine aircraft and medium helicopter: \$75.00 per occurrence
 - 5.) Jet aircraft and heavy lift helicopter: \$150.00 per occurrence.
 - 6.) For commercial passenger service: \$200.00 per occurrence.
- A. Aircraft ramp fees will be reduced by .25 cents per gallon of 100 LL or .50 cents per gallon of Jet A purchased up to the amount of the ramp fee.
- B. A flat monthly ramp fee of eight (8) times the per occurrence fee for type of aircraft is available in lieu of fees per occurrence.
- C. For purposes of this section, an "occurrence" is the landing and subsequent use of a taxiway or apron at the Eastern Sierra Regional Airport by a transient commercial aircraft.

At the beginning of each succeeding calendar year the rate shall increase 3%. The revised rates will be rounded to the nearest whole dollar.

SECTION VI. SEVERABILITY.

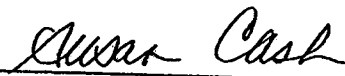
If any section, subsection, sentence, clause, or phase of this Ordinance is for any reason declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the remaining portion of this Ordinance. This Board of Supervisors hereby declares that it would have enacted this Ordinance and every section, subsection, sentence, clause, or phrase hereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or otherwise invalid.

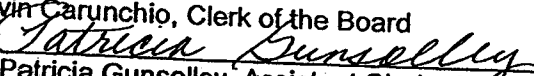
SECTION VII. EFFECTIVE DATE.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this 16th day of August, 2011 by the following vote:

AYES:	Supervisors Arcularius, Cash, Pucci, Fortney and Cervantes
NOES:	-0-
ABSTAIN:	-0-
ABSENT:	-0-


Susan Cash, Chair
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio, Clerk of the Board
By 
Patricia Gunsolley, Assistant Clerk of the Board
s:Ordinance/ESRA AviationFuelPrice



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

August 20, 2024

Reference ID:
2024-626

Personal Services Contract - Assistant County Administrator

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer, Keri Keri Oney, Assistant Personnel Director
Oney, Assistant Personnel Director

ITEM PRESENTED BY

RECOMMENDED ACTION:

- A) Approve the at-will contract between the County of Inyo and Denelle Carrington for the provision of personal services as Assistant County Administrator at Range 160, Step C, \$13,248 per month effective August 29, 2024, and authorize the Chairperson to sign;
B) Direct staff to update the publicly available pay schedule accordingly.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Assistant County Administrator position became vacant as a result of the retirement of the prior employee.

After a thorough selection process, Denelle Carrington emerged as the most qualified candidate, showcasing exceptional skills in financial management, budgetary oversight, and a deep understanding of both the County's historical context and its operations. Her expertise in these areas will be invaluable in ensuring that the county continues to meet its fiscal responsibilities while effectively managing resources.

Denelle is committed to supporting and empowering internal staff. Her leadership will not only strengthen our administrative capabilities, but also foster the growth and development of the County team. Her unique qualifications and commitment to both the County's mission and its employees make her an ideal choice for this position.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010200
Budgeted?	Yes	Object Code	Salaries & Benefits
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
\$210,373.00, which is fully budgeted in the Fiscal Year 2024-2025 CAO Recommended Budget			

Future Fiscal Year Impacts

This position is subject to annual Cost of Living Adjustments as well as merit-based step increases.

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

Your Board could choose not to approve this contract and re-negotiate the terms and conditions, or direct Administration to continue to recruit to fill the vacancy. This is not recommended as the individual selected for this position was chosen after eight months and three consecutive recruitment efforts.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. D. Carrington - Assistant CAO Contract 8.20.2024 - signed

APPROVALS:

Keri Oney	Created/Initiated - 8/10/2024
Darcy Ellis	Approved - 8/12/2024
Keri Oney	Approved - 8/12/2024
Christian Milovich	Approved - 8/12/2024
Amy Shepherd	Approved - 8/13/2024
Nate Greenberg	Final Approval - 8/13/2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

INTRODUCTION

WHEREAS, DENELLE CARRINGTON (hereinafter referred to as "Assistant County Administrator") has been or will be duly appointed as Assistant County Administrator for Inyo County; and

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

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Assistant County Administrator hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant County Administrator 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 Assistant County Administrator 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.

Assistant County Administrator 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 August 29, 2024, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant County Administrator 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 Assistant County Administrator.

B. Travel and Per Diem. County shall reimburse Assistant County Administrator for the travel expenses and per diem which Assistant County Administrator 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 Assistant County Administrator 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 Assistant County Administrator without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant County Administrator 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. Assistant County Administrator 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 Assistant County Administrator 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.

Assistant County Administrator's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Assistant County Administrator that the performance of these services and work will require a varied schedule. Assistant County Administrator, 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 Assistant County Administrator to provide the services and work described in Attachment A must be procured by Assistant County Administrator and be valid at the time Assistant County Administrator enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant County Administrator 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. Assistant County Administrator 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 Assistant County Administrator 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 Assistant County Administrator with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant County Administrator 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 Assistant County Administrator by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant County Administrator will use reasonable care to protect, safeguard and maintain such items while they are in Assistant County Administrator's possession.

B. Products of Assistant County Administrator'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, Assistant County Administrator'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, Assistant County Administrator will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Assistant County Administrator 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 Assistant County Administrator 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 Assistant County Administrator 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 Assistant County Administrator harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Assistant County Administrator's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant County Administrator one hundred eighty (180) days written notice of such intent to terminate. Assistant County Administrator 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 Assistant County Administrator. County has relied upon the skills, knowledge, experience, and training of Assistant County Administrator as an inducement to enter into this Agreement. Assistant County Administrator shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Assistant County Administrator 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.

Assistant County Administrator 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 Assistant County Administrator only as allowed by law.

15. CONFLICTS.

Assistant County Administrator agrees that Assistant County Administrator 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. Assistant County Administrator agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant County Administrator 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, Assistant County Administrator 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, Assistant County Administrator 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 Assistant County Administrator 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

Assistant County Administrator

<u>Denelle Carrington</u>	Name
<u>P.O. Box 108</u>	Mailing Address
<u>Big Pine, CA 93513</u>	City and State

19. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

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

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT COUNTY ADMINISTRATOR

By: Denelle Carrington
Print or Type Name

Denelle Carrington
Denelle Carrington (Aug 12, 2024 09:33 PDT)
Signature

Dated: Aug 12, 2024

APPROVED AS TO FORM AND
LEGALITY:

Christian E. Milovich
Christian E. Milovich (Aug 12, 2024 13:38 PDT)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Aug 12, 2024 13:45 PDT)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

TERM:

FROM: AUGUST 29, 2024 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant County Administrator shall perform the duties and responsibilities as identified in the job description for Assistant County Administrator incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

TERM:

FROM: AUGUST 29, 2024 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant County Administrator shall be compensated at Range 160, Step C and be paid \$13,248 per month and shall be paid every two weeks on County paydays.
2. The County Administrative Officer will review Assistant County Administrator's performance annually.
3. Except as otherwise provided in this contract, Assistant County Administrator shall be compensated and receive benefits according to Inyo County Resolution Number 2024-05 or a successor resolution applicable to Management Employees.
4. Assistant County Administrator 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. For the first fiscal year of this Agreement, Assistant County Administrator shall have her current balance of administrative hours, if any, roll over from her current position into this Assistant County Administrator position. Any other expiring leave shall be similarly rolled over.
5. County will provide and maintain a motor vehicle for Assistant County Administrator's use traveling 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 DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

TERM:

FROM: AUGUST 29, 2024 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Assistant County Administrator 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. Assistant County Administrator will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\ NOTHING FOLLOWS\\\\

D. Carrington - Assistant CAO Contract











8.20.2024

Final Audit Report

2024-08-12

Created:	2024-08-12
By:	Keri Oney (koney@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAct4FVrWWw5zaQ6HR04v9i5GAvx-xpY2d

"D. Carrington - Assistant CAO Contract 8.20.2024" History

-  Document created by Keri Oney (koney@inyocounty.us)
2024-08-12 - 4:27:35 PM GMT
-  Document emailed to Denelle Carrington (dcarrington@inyocounty.us) for signature
2024-08-12 - 4:32:21 PM GMT
-  Email viewed by Denelle Carrington (dcarrington@inyocounty.us)
2024-08-12 - 4:32:44 PM GMT
-  Document e-signed by Denelle Carrington (dcarrington@inyocounty.us)
Signature Date: 2024-08-12 - 4:33:04 PM GMT - Time Source: server
-  Document emailed to Keri Oney (koney@inyocounty.us) for signature
2024-08-12 - 4:33:05 PM GMT
-  Email viewed by Keri Oney (koney@inyocounty.us)
2024-08-12 - 5:50:27 PM GMT
-  Document e-signed by Keri Oney (koney@inyocounty.us)
Signature Date: 2024-08-12 - 5:50:36 PM GMT - Time Source: server
-  Document emailed to Christian Milovich (cmilovich@inyocounty.us) for signature
2024-08-12 - 5:50:37 PM GMT
-  Email viewed by Christian Milovich (cmilovich@inyocounty.us)
2024-08-12 - 8:38:16 PM GMT
-  Signer Christian Milovich (cmilovich@inyocounty.us) entered name at signing as Christian E. Milovich
2024-08-12 - 8:38:27 PM GMT





Document e-signed by Christian E. Milovich (cmilovich@inyocounty.us)

Signature Date: 2024-08-12 - 8:38:29 PM GMT - Time Source: server



Document emailed to Christie Martindale (cmartindale@inyocounty.us) for signature

2024-08-12 - 8:38:30 PM GMT



Email viewed by Christie Martindale (cmartindale@inyocounty.us)

2024-08-12 - 8:43:31 PM GMT



Document e-signed by Christie Martindale (cmartindale@inyocounty.us)

Signature Date: 2024-08-12 - 8:45:03 PM GMT - Time Source: server



Agreement completed.

2024-08-12 - 8:45:03 PM GMT



COUNTY OF INYO
CALIFORNIA

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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

August 20, 2024

Reference ID:
2024-524

Proposed Ordinance for Zone Text Amendment (ZTA) No. 2024-02 - Inyo County-Mobile Food Facilities Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

- A) Conduct a public hearing on a proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors adding Chapter 18.61 Mobile Food Facilities and Subsections 18.44.020 X, 18.48.020 Q, and 18.54.020 K to the Inyo County Code pertaining to Zoning Requirements for Mobile Food Facilities";
- B) Make the requested findings and certify that the action is exempt from CEQA; and
- C) Waive further reading of and enact said ordinance.

BACKGROUND / SUMMARY / JUSTIFICATION:

In late 2023 and early 2024 the County Public Works Department found that several people were using County parks to set up mobile businesses to sell goods. This is not an allowed use on County property and the activity brought about a conversation regarding these businesses on a more comprehensive scale. As part of this conversation, the appropriateness of allowing mobile food facilities on private land was also discussed. As a result of this discussion, the Planning Department was asked to research and prepare a draft mobile food facility ordinance. A desire for this use in the County's communities is frequently expressed along with descriptions of the lack of brick-and-mortar based restaurants. The desire for them was made even more apparent during mandatory indoor restaurant closures brought about by the Covid pandemic. At this time, the County relaxed its regulations prohibiting outdoor seating and due to the comments received from the public during this time, the regulations were permanently changed to allow for outdoor seating an accessory use to food service establishments. This in turn brings up the question as to why the County still does not allow for mobile food facilities without a conditional use permit.

ANALYSIS

Staff has reviewed the County's Commercial zones and found that the Central Business (CB), Highway Services and Tourist (C2) and Commercial Recreation (C5) allow for food and beverage services, but restrict all outdoor business activities, primarily by requiring a conditional use permit to conduct them. Planning staff frequently has to inform people that if they want to have a mobile food facility business, they have to get a conditional use permit. In most cases, this results in either lost interest or mobile food facility businesses without CUPs.

Inyo County with its sunny climate, beautiful views, towns with low populations and tourist-based economies, is a perfect place for mobile food facilities. They can be a way to provide food services

without requiring a sit-down restaurant in an established brick and mortar facility, which can decrease the costs of establishing a food service business and allow for more food options in the County's small towns.

Mobile food facility vendors, even without conditional use permit requirements, have a lot of regulatory hurdles. Per the County Environmental Health Department:

- Mobile food facilities include, but are not limited to the following:
 1. Motorized ice cream facilities
 2. Motorized produce facilities
 3. Hot dog carts, Tamale carts, and other types of pushcarts
 4. Mobile food preparation units (hot food facilities)
 5. Stationary mobile food preparation units
 6. Single Operating Site Mobile Food Facilities
- The construction and operation of all Mobile Food Facilities (MFF) and Mobile Support Units (MSU) are required to comply with the applicable sections of the California Retail Food Code (CRFC).
- The Environmental Health Department of the County of Inyo initially approves all MFF and MSU in Inyo County as complying with the provisions of the state law and may require reapproval if deemed necessary.
- After the MFF or MSU is approved to operate, the operator may not make modifications to the facility or unit without the approval of the Environmental Health Department.
- Additionally, for example, if the MFF is occupied and has 110-volt electrical, plumbing, gas appliances and equipment, or a mechanical generator or compressor, it must have a certification insignia issued by the CA Department of Housing and Community Development (HCD).

In short, the Environmental Health Department ensures these facilities can serve safe foods through a plan check, inspections, and the annual permitting process. The Department of Housing and Community Development checks to make sure that the owner has met construction standards and that the operators have safe facilities.

Since mobile food facilities are highly regulated by the Health and Safety Code, Planning staff does not think that the additional requirement for a CUP should be necessary for mobile food facilities to operate in the County. There is, however, the potential for mobile food facilities to create some level of nuisance to the properties surrounding them and staff has prepared an ordinance to address these potential nuisances. These include:

- Off-street parking requirements of 2 spaces. These spaces cannot be reserved or designated to satisfy the parking requirements of other businesses.
- On properties adjacent to a residential zone, the mobile food facility and any associated outdoor seating must be 10-feet from the property boundary.
- Outdoor seating areas may be provided to serve patrons of the Mobile Food Facility. All seating areas shall be removed prior to the close of business each day. The seating shall be located in an area of the site that is not landscaped, reserved, or designated to satisfy the off-street parking of other businesses and shall not obstruct any pedestrian or vehicular traffic.
- Outdoor furniture of any kind shall remain in safe working order to provide safety to the general public and stored appropriately during non-operational hours.
- At no time shall the configuration of the Mobile Food Facility be located as to encourage or place patrons/pedestrians within access aisles, emergency accesses and/or ingress/egress locations.
- A restriction on hours of operation of 9:00pm and 7:00am.

- Required refuse and recycling containers shall be provided on site and exclusively for the site during all hours of mobile food facility operations including for the proper handling and disposal of fats, oils and grease. All refuse containers shall be collected and removed prior to closure each day.
- No overnight parking of mobile food facilities shall be permitted on the site.
- All lighting will have to conform to Inyo County Code 18.74 - Outdoor Lighting.
- All signage shall comply with Inyo County Code 18.75 - Signs
- Each mobile food facility vendor will be required to obtain all required state and county licenses and permits including encroachment permits where required. They will also have to have the property owner's permission to operate on the property.

Enforcing these regulations would be pursuant to Inyo County Code Title 22 and be treated like any other code violation.

FINDINGS

General Plan Consistency

ZTA 2024-02 – Adds Chapter 18.61/Mobile Food Facilities on Private Property to the Inyo County Code to allow for mobile food facilities in the Central Business, Highway Services and Tourist Commercial, and the Commercial Recreation zones. This will not change the currently allowed underlying commercial uses of food and beverage services but offers a different way to serve food and beverages.

Zoning Ordinance Consistency

ZTA 2024-02 is consistent with the Inyo County Zoning code as adding Chapter 18.61/Mobile Food Facilities on Private Property to allow for mobile food facilities in the Central Business, Highway Services and Tourist Commercial, and the Commercial Recreation zones does not discontinue or expand the number of allowed commercial uses within the zoning designations but offers a different way to serve food and beverages. The current allowed uses will remain consistent with the use requirements of Title 18.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the Common Sense Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This project is a proposal to add a chapter to the County Code to allow mobile food facilities in zoning districts that already allow for food and beverage service, restaurants and eating establishments. This will not change the currently allowed underlying commercial uses of food and beverage services but offers a different way to serve food and beverages. Subsequent projects will be Exempt pursuant to CEQA guidelines 15268 – Ministerial Projects

PLANNING COMMISSION

The Inyo County Planning Commission reviewed the proposal at a duly noticed public hearing on June 26, 2024 and adopted a Resolution (attached) by a 3-1 vote recommending that the Board of Supervisors approve the Ordinance. No substantive issues were brought forward during the public hearing.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this Zone Text Amendment or request changes to be made before its approval. This is not recommended as staff has invested significant time into this and received prior Board approval to move forward with this action.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Environmental Health Department, State Department of Housing and Community Development

ATTACHMENTS:

1. Mobile Food Facilities Ordinance
2. Resolution No. 2024-06 -ZTA 2024-02

APPROVALS:

Cathreen Richards	Created/Initiated - 6/28/2024
Darcy Ellis	Approved - 7/3/2024
Jerry Oser	Approved - 8/9/2024
Christian Milovich	Approved - 8/12/2024
John Vallejo	Approved - 8/12/2024
Nate Greenberg	Approved - 8/12/2024
Cathreen Richards	Final Approval - 8/13/2024

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS ADDING
CHAPTER 18.61 MOBILE FOOD FACILITIES AND SUBSECTIONS 18.44.020 X,
18.48.020 Q, AND 18.54.020 K TO THE INYO COUNTY CODE PERTAINING TO
ZONING REQUIREMENTS FOR MOBILE FOOD FACILITIES**

WHEREAS, Title 18 of the Inyo County Code (ICC) sets forth zoning requirements within the unincorporated area of the County; and

WHEREAS, in late 2023 and early 2024, the Inyo County Public Works Department found that vendors were operating Mobile Food Facilities in County parks, which is not allowed under the County's current code; and

WHEREAS, as part of the conversation regarding vendors in County parks, the concept of Mobile Food Facilities operating on private land in certain zoning districts as a by-right use was discussed by the Inyo County Board of Supervisors and resulted in it requesting the Planning Department research and prepare a draft ordinance addressing Mobile Food Facilities on private property; and

WHEREAS, staff has ascertained that the operation of Mobile Food Facilities as an allowable, by-right use is desirable based on the positive feedback from the community in response to the County's expanded permittance of outdoor seating for restaurants, which occurred during the Covid-19 Pandemic and was made permanent afterwards; and

WHEREAS, including the operation of Mobile Food Facilities as a permitted use within certain zones throughout the unincorporated area of the County may bring more food options to the smaller communities within the County; and

WHEREAS, staff now proposes to add Chapter 18.61 to the Inyo County Code related to Mobile Food Facilities and update Sections 18.44.020, 18.48.020 and 18.54.020 to allow for Mobile Food Facilities when operated in compliance with Chapter 18.61; and

WHEREAS, the Inyo County Planning Commission held a duly noticed public hearing to consider the proposal to allow for Mobile Food Facilities in the Central Business, Highway Service and Tourist Commercial and the Commercial Recreations zones with regard to consistency with the Inyo County Zoning Code, General Plan, and the California Environmental Quality Act (CEQA), concurred with staff recommendations, and approved a resolution recommending approval by the Board of Supervisors; and

WHEREAS, the adoption of this ordinance and subsequent projects subject to it, are Exempt pursuant to CEQA Guidelines 15061(b)(3) the General Rule and 15268 Ministerial Projects.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS AS FOLLOWS:

SECTION I. All recitals above are incorporated herein as findings.

SECTION II. Chapter 18.61 shall be added to the Inyo County Code to read as follows:

Chapter 18.61 - Mobile Food Facilities on Private Property

18.61.010 – Purpose and Application

18.61.020 – Definitions

18.61.030 – General Requirements

18.61.040 – Violations and Penalties

18.61.010 – Purpose and Application

- A. The purpose of this Chapter is to regulate Mobile Food Facilities on private property located throughout the unincorporated area of the County in order to protect public health, safety, and welfare, while accommodating commercial uses that generally promote an active and social pedestrian environment within appropriate areas of Inyo County.
- B. The provisions of this ordinance apply to Mobile Food Facilities that operate on any single premises for any duration of time.

18.61.020 – Definitions

- A. “Mobile Food Facility” means a vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. "Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility or other approved source to the consumer as defined by Health and Safety Code Section 113932.
- B. “Land Owner” shall mean the holder of fee title to real property, whether a person, partnership, corporation or other entity recognized by law, and his/her/its lessees, permittees, assignees or successors in interest.
- C. “Permitted Mobile Food Facility Site” shall mean the real property on which the Mobile Food Facility is permitted to operate pursuant to this Chapter and Chapter 7 of the Inyo County Code.

18.61.030 – General Requirements

Mobile Food Facilities, may operate on private properties, pursuant to the following standards and conditions:

- A. The Mobile Food Facility shall obtain all required permits, including but not limited to, those required by Inyo County Environmental Health and shall, in the process of obtaining those permits, submit to Inyo County Environmental Health, the written permission of the Land Owner and lessee (if applicable) to operate a Mobile Food Facility on the Permitted Mobile Food Facility Site.

- B. The Permitted Mobile Food Facility Site shall be in the Central Business (CB), Highway Service and Tourist Commercial (C2), or Commercial Recreation (C5) zones.
- C. A minimum of two off-street parking spaces shall be provided for each Mobile Food Facility. These spaces cannot be marked as reserved for or dedicated to other businesses.
- D. If the property on which the Mobile Food Facility is stationed is adjacent to a residential zone, the Mobile Food Facility and any associated outdoor seating shall be 10-feet from the property boundary.
- E. Outdoor seating areas may be provided to serve patrons of the Mobile Food Facility. All seating areas shall be removed prior to the close of business each day. The seating shall be located in an area of the site that is not landscaped, reserved, or designated to satisfy the off-street parking of other businesses and shall not obstruct any pedestrian or vehicular traffic.
- F. Outdoor furniture of any kind shall remain in safe working order so as to provide safety to the general public and stored appropriately during non-operational hours.
- G. At no time shall the configuration of the Mobile Food Facility be located to encourage or place patrons/pedestrians within access aisles, emergency accesses and/or ingress/egress locations.
- H. Mobile Food Facilities shall not operate between the hours of 9:00pm and 7:00am.
- I. Mobile Food Facilities shall provide and manage separate refuse and recycling containers on site during all hours of operation, including for the proper handling of fats, oils, and grease. All refuse and recycling shall be collected and removed prior to closure of the Mobile Food Facility operations daily.
- J. All waste discharges are to be done at the designated commissary/food preparation site and not offsite.
- K. No overnight parking of Mobile Food Facilities shall be allowed on or around the Permitted Mobile Food Facility Site.
- L. All lighting shall conform to Inyo County Code 18.74 - Outdoor Lighting.
- M. All signage shall conform to Inyo County Code 18.75 - Signs
- N. Each Mobile Food Facility shall obtain all required state and County licenses and permits including but not limited to environmental health certifications or encroachment permits where required. All necessary permits and certifications shall be conspicuously posted on the Mobile Food Facility.
- O. Mobile Food Facilities shall comply with all applicable federal, state, and local laws and regulations including but not limited to the California Health and Safety Code, California Retail Food Code and Chapter 7 of the Inyo County Code.

18.61.040 – Violations and Penalties

- A. It shall be unlawful to install or operate any Mobile Food Facility on private property in violation of this Chapter. Any person violating any provisions of this Chapter may be subject to the provisions of the Inyo County Code Title 22. In addition, Mobile Food

Facilities operated or maintained in violation of the provisions of this Chapter, or any other applicable federal, state or local law or regulation, may be declared to be a public nuisance subject to the procedures set forth in Inyo County Code Title 22. Such remedies are in addition to and may be sought or imposed concurrently with any other remedy provided by law, regulation or ordinance.

SECTION III. Section 18.44.020 of the Inyo County Code is amended by adding the following section X:

18.44.020 Principal Permitted Uses

X. Mobile Food Facilities when operated in compliance with Chapter 18.61 and Chapter 7 of the Inyo County Code.

SECTION IV. Section 18.48.020 of the Inyo County Code is amended by adding the following section Q:

18.44.020 Principal Permitted Uses

Q. Mobile Food Facilities when operated in compliance with Chapter 18.61 and Chapter 7 of the Inyo County Code.

SECTION V: Section 18.54.020 of the Inyo County Code is amended by adding the following section K:

18.44.020 Principal Permitted Uses

K. Mobile Food Facilities when operated in compliance with Chapter 18.61 and Chapter 7 of the Inyo County Code.

SECTION VI. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION VII. Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Supervisors voting for and against same.

PASSED AND ADOPTED this XXXX by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson

ATTEST: Nate Greenberg
 Clerk to the Board

By: _____
 Darcy Ellis, Assistant

RESOLUTION NO. 2024-06

**A RESOLUTION OF THE PLANNING COMMISSION OF THE
COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING
THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED
PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT, MAKE CERTAIN
FINDINGS WITH RESPECT TO AND APPROVE ZONE TEXT
AMENDMENT NO. 2024-02 INYO COUNTY**

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the Common Sense Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA as this is a proposal to add a chapter to the County Code to allow mobile food facilities in zoning districts that already allow for food and beverage services. It does not expand or change the underlying commercial uses, but offers a different way to serve food and beverages and, subsequent projects will be Exempt pursuant to CEQA guidelines 15268 – Ministerial Projects; and

WHEREAS, the Inyo County Planning Commission held a duly noticed public hearing on June 26, 2024, to review and consider a request for approval of Zone Text Amendment No. 2024-02, and considered the staff report for the project and all oral and written comments regarding the proposal; and

WHEREAS, ICC Section 18.03.020 states in part that it is necessary for the zoning ordinance to be consistent with the General Plan; and

WHEREAS, the approval of ZTA 2024-02 is consistent with the Inyo County General Plan as it will result in updates to allow for Mobile Food Facilities on private property in the Central Business, Highway Services and Tourist Commercial, and the Commercial Recreation zones and ensure consistency throughout the pertinent portions of the Inyo County Code with regard to Mobile Food Facilities. This will not change the currently allowed underlying commercial uses of food and beverage services, but offers a different way to serve food and beverages; and

WHEREAS, ZTA 2024-02 is consistent with the Inyo County Zoning code as adding Chapter 18.61/Mobile Food Facilities on Private Property to allow for mobile food facilities in the Central Business, Highway Services and Tourist Commercial, and the

Commercial Recreation zones, and adjusting other portions of the ICC to ensure internal consistency throughout the Code, does not discontinue or expand the allowed commercial uses within the zoning designations. It does not expand or change the underlying commercial uses but offers a different way to serve food and beverages. The currently allowed uses will remain consistent with the use requirements of Title 18.

THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the June 26, 2024, hearing, including the Planning Department Staff Report, the Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

1. The proposed ordinance is covered by the Common Sense Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This project is a proposal to add a chapter to the County Code to allow mobile food facilities in zoning districts that already allow for food and beverage services, restaurants and eating establishments. It does not expand or change these underlying commercial uses but offers a different way to serve food and beverages. Subsequent projects will be Exempt pursuant to CEQA guidelines 15268 – Ministerial Projects.
2. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan as will result in updates to allow for mobile food facilities on private property in the Central Business, Highway Services and Tourist Commercial, and the Commercial Recreation zones. This use will not change the current underlying commercial uses, or their relationship to accompanying commercial uses per the General Plan but offers a different way to serve food and beverages.
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 7 and Title 18 (Zoning Ordinance) of the Inyo County Code as adding Chapter 18.61/Mobile Food Facilities on Private Property to allow for mobile food facilities in the Central Business, Highway Services and Tourist Commercial, and the Commercial Recreation zones does not discontinue or expand the allowed commercial uses within the zoning designations, but offers a different way to serve food and beverages. The current allowed uses will remain consistent with the use requirements of Title 18.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Approve the Amendments to Title 7 and Title 18 related to Mobile Food Facilities on private property based on all the information in the public record and on the recommendation of the Planning Commission.

PASSED AND ADOPTED this 24th day of June 26, 2024, by the following vote of the Inyo County Planning Commission:

AYES: 3

NOES: 1

ABSTAIN:

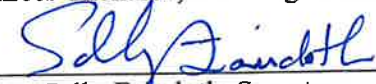
ABSENT: 1



Todd Vogel, Chair
Inyo County Planning Commission

ATTEST:

Cathreen Richards, Planning Director

By 

Sally Faircloth, Secretary of the Commission



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

August 20, 2024

Reference ID:
2024-611

Proposed Ordinance Amending Sections 7.48.010 and 7.52.040, Repealing Section 12.16.090 and Adding Chapter 12.22 to the Inyo County Code Pertaining to Mobile Vending and Permitting for Mobile Vending on County Property County Counsel ACTION REQUIRED

ITEM SUBMITTED BY

Christian Milovich, Assistant County Counsel

ITEM PRESENTED BY

Christian Milovich, Assistant County Counsel

RECOMMENDED ACTION:

- A) Find the proposed project is exempt from the requirements of the California Environmental Quality Act based on the Common Sense Rule;
- B) Waive further reading of "An Ordinance of the Inyo County Board of Supervisors Amending Sections 7.48.010 and 7.52.040, Repealing Section 12.16.090 and Adding Chapter 12.22 of and to the Inyo County Code Pertaining to Mobile Vending and Permitting for Mobile Vending on County Property" and schedule enactment for September 3, 2024, in the Board of Supervisors Chambers, County Administrative Center, Independence; and
- C) Provide any desired direction to staff.

BACKGROUND / SUMMARY / JUSTIFICATION:

At its June 2024 meeting, the Planning Commission approved and recommended the Board adopt zoning changes that would allow for mobile food vending to operate in certain zones within the County without first obtaining a conditional use permit. Staff now proposes to add Chapter 12.22 to the Inyo County Code to allow for mobile vending on County Property under certain conditions. Other Amendments are proposed to sections of the Inyo County Code in order to ensure internal consistency throughout the Code as it pertains to mobile vending.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this item or request changes to be made before its approval. This is not recommended as staff has invested significant time into this and received prior Board approval to move forward with this action.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Ordinance

APPROVALS:

Christian Milovich	Created/Initiated - 8/1/2024
Christian Milovich	Approved - 8/12/2024
Cathreen Richards	Approved - 8/13/2024
Jerry Oser	Approved - 8/13/2024
Grace Chuchla	Approved - 8/13/2024
Darcy Ellis	Approved - 8/13/2024
Christian Milovich	Approved - 8/13/2024
Amy Shepherd	Approved - 8/13/2024
Nate Greenberg	Final Approval - 8/13/2024

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS AMENDING
SECTIONS 7.48.010 AND 7.52.040, REPEALING SECTION 12.16.090 AND ADDING
CHAPTER 12.22 OF AND TO THE INYO COUNTY CODE PERTAINING TO
MOBILE VENDING AND PERMITTING FOR MOBILE
VENDING ON COUNTY PROPERTY**

WHEREAS, Chapter 12 of the Inyo County Code (ICC) pertains to activities and regulations on County roads and parks; and

WHEREAS, Title 7 of the ICC sets forth Environmental Health requirements for mobile food vending; and

WHEREAS, the Inyo County Board of Supervisors and staff have ascertained that mobile vending, and specifically, the operation of Mobile Food Facilities as a permitted use on County-owned property is desirable based on the positive feedback from the community in response to the County's expanded permittance of outdoor seating for restaurants, which occurred during the Covid-19 Pandemic and was made permanent afterwards; and

WHEREAS, including the operation of Mobile Food Facilities as a permitted used on County-owned property throughout the unincorporated area of the County may bring more food options to the smaller communities within the County; and

WHEREAS, staff now proposes to add Chapter 12.22 to the ICC pertaining to mobile vending on County property, repeal section 12.16.090 of the ICC prohibiting mobile vending on County property; and amend certain sections of Title 7 to ensure internal consistency throughout the ICC as it pertains to mobile vending operations; and

WHEREAS, the adoption of this ordinance and subsequent projects subject to it, are Exempt pursuant to CEQA Guidelines 15061(b)(3) the General Rule and 15268 Ministerial Projects.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS AS FOLLOWS:

SECTION I. All recitals above are incorporated herein as findings.

SECTION II. The definition of "Food Vehicle" in Section 7.48.010 of the Inyo County Code is amended to read as follows:

"Food vehicle" is any vehicle or mobile unit upon which food or beverage is prepared, displayed, served, sold or given away, but not including food wholesale delivery vehicles. Includes or may be the same as "itinerant restaurant" or "Mobile food facility."

SECTION III. Subsection 7.52.040(A) of the Inyo County Code is amended to read as follows:

Pursuant to Health and Safety Code Section 113700 et seq. (the California Retail Food Code) every holder of a permit required by the California Retail Food Code or Chapter

7.48 of this code entitled Food Handling Establishments, shall pay the fee set forth below, as adjusted in accordance with Section 7.52.030(B) before obtaining or renewing any such permit respectively.

SECTION IV. The definition “Mobile food facility” in Section 7.52.040 (C) of the Inyo County Code is amended to read as follows:

“Mobile food facility” means a vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. “Mobile food facility” does not include a “transporter” used to transport packaged food from a food facility or other approved source to the consumer as defined by Health and Safety Code Section 113831.

SECTION V. Chapter 12.22 shall be added to the Inyo County Code and shall read as follows:

Chapter 12.22 – Permitting for Mobile Vending on County Property

12.22.010 – Purpose and Application

12.22.020 – Permitting of Mobile Vendors

12.22.030 – Fee for Permit

12.22.040 – Duration of Permit

12.22.050 – Vending Without Permit Prohibited

12.22.060 – Enforcement

Section 12.22.010 – Purpose and Application

The Board of Supervisors of the County of Inyo recognizes that Mobile Vendors—such as those selling food, crafts, produce, or other items—provide a valuable service to the residents and visitors of Inyo County. The Board further recognizes that the County owns or controls various locations that would allow for safe and effective mobile vending sites. The purpose of this Chapter is to create a permitting system to allow mobile vendors to sell their wares on County property.

For purposes of this Chapter, “Mobile Vendor” means a transient business selling or delivering food or goods in the county, including but not limited to a Mobile food facility as that term is defined in section 7.52.040 (C).

For purposes of this Chapter, “Mobile Vending” means vending, selling, serving, displaying or offering for sale, wares or merchandise or food from a mobile vending unit or Mobile food facility located on a county-owned or maintained street, highway, public parking space, park or other County-owned or maintained property.

Section 12.22.020 – Permitting of Mobile Vendors

The Director of Public Works or his or her designee may issue a permit to a Mobile Vendor to sell their wares at a county-controlled park, in a county-controlled parking lot, or within the shoulder of a county right-of-way on such rights-of-way where there is designated, stripped parking. All permits shall require that the Mobile Vendor comply with the requirements set forth in Section 18.61.030 and Chapter 7, as such requirements may apply to the vendor's business operations. The Director may, in his or her sole discretion, deny a permit based on considerations of general health, welfare and safety, parking needs, park usage levels, or any other factors that the Director believes are relevant and in the best interest of the public. The Director may, in his or her sole discretion, add additional restrictions or requirements to the permit in order to protect public safety and ensure the orderly and proper use of county-controlled facilities.

Section 12.22.030 – Fee for Permit

The fee for Mobile Vending permits shall be set by resolution of the Board of Supervisors.

Section 12.22.040 – Duration of Permit

All Mobile Vending permits shall be first issued for a duration of three months. Subsequent mobile vending permits to the same Mobile Vendor shall be issued for a duration not to exceed one year.

Section 12.22.050 – Vending Without Permit Prohibited

Except as permitted in this section, no person or Mobile Vendor shall engage in any commercial activity or Mobile Vending on property owned or controlled by the County of Inyo except as permitted by Chapter 6.2 (commencing with Section 51036) of Part 1 of Division 1 of Title 5 of the Government Code.

Each Mobile Vendor shall obtain all required state and County licenses and permits including but not limited to Environmental Health certifications if applicable. All necessary permits and certifications shall be conspicuously posted on the mobile vending unit.

Each Mobile Vendor shall comply with all applicable federal, state, and local laws and regulations including but not limited to the California Health and Safety Code, California Retail Food Code and Chapter 7 of the Inyo County Code.

Section 12.22.060 – Enforcement

It shall be unlawful to engage in Mobile Vending in violation of this Chapter. Any person violating any provisions of this Chapter may be subject to the provisions of the Inyo County Code Title 22.

In addition, Mobile Vendors operating in violation of the provisions of this Chapter, or any other applicable federal, state or local law or regulation, may be declared to be a public nuisance subject to the procedures set forth in Inyo County Code Title 22. Such remedies are in addition to and may be sought or imposed concurrently with any other remedy provided by law, regulation or ordinance.

SECTION VI. Section 12.16.090 of the Inyo County Code is hereby repealed in its entirety.

SECTION VII. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION VII. Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this XXXX by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair

ATTEST: Nate Greenberg
 Clerk to the Board

By: _____
 Darcy Ellis, Assistant



INYO COUNTY BOARD OF EQUALIZATION

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). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

August 20, 2024

1 P.M.

1. **Minutes** – Request Board approve the minutes of the May 21, 2024 Board of Equalization meeting.
2. **Oaths** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today's proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
3. **Assessment Appeal Hearing** to consider Assessment Appeal No. 2022-19, filed by FW Aggregate Inc. concerning Assessor Parcel No. 0272700800.
4. **Adjourn**

MINUTES

County of Inyo Board of EQUALIZATION

May 21, 2024

The Board of Equalization of the County of Inyo, State of California, met in regular session at the hour of 1:45 p.m., on Tuesday, May 21, 2024, in the Board of Supervisors Room, at the County Administrative Center, in Independence, with the following Board Members present: Supervisor Kingsley, presiding, Jeff Griffiths, Trina Orrill, Scott Marcellin, and Jennifer Roeser. Also present: County Administrator Nate Greenberg, County Counsel John Vallejo, and Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis

Election of Officers Moved by Supervisor Marcellin and seconded by Supervisor Roeser to elect Chairperson Kingsley as the Chairperson of the Board of Equalization for the Calendar Year 2024. Motion carried unanimously.

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to elect Supervisor Marcellin the Vice Chair of the Board of Equalization for the Calendar Year 2024. Motion carried unanimously.

Minute Approval Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve the minutes of the Board of Equalization meeting of November 7, 2023. Motion carried unanimously.

Oaths The Assistant Clerk of the Board/Public Relations Liaison administered an oath to Ms. Allison Krohn, Assistant Assessor with the Assessor's Office, and Douglas Hundley, appellant.

Assessment Appeal Hearing – No. 2022-03 Chairperson Kingsley called the case before the Board of Equalization to consider Assessment Appeal No. 2022-03, concerning Assessor Parcel No. 0221130700, which was submitted by Mr. Douglas Hundley for the Mt. Williamson Motel and Base Camp LLC.

Appellant Hundley, having the burden of proof, was given the opportunity to deliver a presentation and provide the Board with a hard copy of the information, which was accepted into evidence.

Assistant Assessor Allison Krohn presented the Assessor's case and distributed packets of information to the Board which were accepted into evidence.

The BOE went into closed deliberations at 3:01 p.m. and returned to open session at 3:49 p.m. with all Board members present.

The Board of Equalization advised it was taking the matter under consideration and had asked County Counsel to do additional research. The appellant was told he would be notified in writing of the Board's decision.

Adjournment The Chairperson adjourned the Board of Equalization meeting at 3:52 p.m.

Vice Chairperson, Inyo County Board of Equalization

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

DRAFT

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. Do not attach hearing evidence to this application.

PAID

Mail to: Inyo County Clerk of the Board
County Administrative Center
P.O. Drawer N
Independence, CA 93526
Phone (760) 878-0373

Non-refundable processing fee of \$22.80 due at time of filing.

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME

FW AGGREGATE INC.

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)

P.O. Box 1609, Woodstock, Ontario, CN N450A8

CITY

STATE

ZIP CODE

DAYTIME TELEPHONE

ALTERNATE TELEPHONE

FAX TELEPHONE

(619) 485-7444()()**2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)**

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)

MATTHEW EMRICK

EMAIL ADDRESS

MATTHEW@MLELAW.COM

COMPANY NAME

LAW OFFICE OF MATTHEW EMRICK (148250)

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)

6520 LONETREE BLVD. #1009

CITY

Rocklin

STATE

ZIP CODE

DAYTIME TELEPHONE

ALTERNATE TELEPHONE

FAX TELEPHONE

CA 95765(916) 337-0361()()**AUTHORIZATION OF AGENT**☐ AUTHORIZATION ATTACHED

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE

TITLE

DATE

3. PROPERTY IDENTIFICATION INFORMATION

☐ Yes ☒ No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable)

027-278-08

ASSESSMENT NUMBER (if applicable)

0272700800

ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)

PROPERTY ADDRESS OR LOCATION

CERRO GORDO Rd, Cerro Gordo, CA 93545

DOING BUSINESS AS (DBA), if appropriate

PROPERTY TYPE ☒☐ SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX☐ AGRICULTURAL☐ POSSESSORY INTEREST☐ MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____☐ MANUFACTURED HOME☐ VACANT LAND☒ COMMERCIAL/INDUSTRIAL☐ WATER CRAFT ☐ AIRCRAFT☒ OTHER: Mineral Extraction☐ BUSINESS PERSONAL PROPERTY/FIXTURES**4. VALUE**

	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	<u>9,766,499</u>	<u>2,000,000</u>	
IMPROVEMENTS/STRUCTURES	<u>8,041</u>	<u>4,000</u>	
FIXTURES			<u>Correction Received</u>
PERSONAL PROPERTY (see instructions)			<u>9/23/00</u>
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	<u>9,774,540</u>	<u>2,400,000</u>	<u>OK</u>
PENALTIES (amount or percent)			

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

5. TYPE OF ASSESSMENT BEING APPEALED ☒ Check only one. See instructions for filing periods☒ **REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR**☐ **SUPPLEMENTAL ASSESSMENT**

*DATE OF NOTICE: _____ ROLL YEAR: _____

☐ **ROLL CHANGE** ☐ **ESCAPE ASSESSMENT** ☐ **CALAMITY REASSESSMENT** ☐ **PENALTY ASSESSMENT**

*DATE OF NOTICE: _____ **ROLL YEAR: _____

*Must attach copy of notice or bill, where applicable

**Each roll year requires a separate application

6. REASON FOR FILING APPEAL (FACTS)

See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE☐ The assessor's roll value exceeds the market value as of January 1 of the current year.**B. CHANGE IN OWNERSHIP**☐ 1. No change in ownership occurred on the date of _____.☐ 2. Base year value for the change in ownership established on the date of _____ is incorrect.**C. NEW CONSTRUCTION**☐ 1. No new construction occurred on the date of _____.☐ 2. Base year value for the completed new construction established on the date of _____ is incorrect.☐ 3. Value of construction in progress on January 1 is incorrect.**D. CALAMITY REASSESSMENT**☐ Assessor's reduced value is incorrect for property damaged by misfortune or calamity.**E. BUSINESS PERSONAL PROPERTY/FIXTURES.** Assessor's value of personal property and/or fixtures exceeds market value.☐ 1. All personal property/fixtures.☐ 2. Only a portion of the personal property/fixtures. Attach description of those items.**F. PENALTY ASSESSMENT**☐ Penalty assessment is not justified.**G. CLASSIFICATION/ALLOCATION**☐ 1. Classification of property is incorrect.☐ 2. Allocation of value of property is incorrect (e.g., between land and improvements).**H. APPEAL AFTER AN AUDIT.** Must include description of each property, issues being appealed, and your opinion of value.☐ 1. Amount of escape assessment is incorrect.☐ 2. Assessment of other property of the assessee at the location is incorrect.**I. OTHER**☒ Explanation (attach sheet if necessary)Misvaluation of property**7. WRITTEN FINDINGS OF FACTS (\$160 deposit per parcel)**☐ Are requested. ☒ Are not requested.**8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND** See instructions.☐ Yes ☒ No**CERTIFICATION**

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number 148250, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

SIGNED AT (CITY, STATE)

DATE

NAME (Please Print)

MATTHEW EMRICKFolsom, CA9/20/2022

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

☒ ☐ **OWNER** ☐ **AGENT** ☒ **ATTORNEY** ☐ **SPOUSE** ☐ **REGISTERED DOMESTIC PARTNER** ☐ **CHILD** ☐ **PARENT** ☐ **PERSON AFFECTED**
☐ **CORPORATE OFFICER OR DESIGNATED EMPLOYEE**



Alisha McMurtrie, Treasurer - Tax Collector

PO Drawer O
Independence, CA 93526

Telephone: (760) 878-0312

2/4/2022

Property: POR 524,257165R37E,S19,307165R38E RS11/5
Data:
Address: CERRO GORDO RD CERRO GORDO CA

Mailed to: FW AGGREGATE INC LESSEE
PO BOX 1609 WOODSTOCK
ONTARIO CANADA N4S0A8

ANNUAL SECURED PROPERTY TAX BILL

For Fiscal Year July 1, 2021
through June 30, 2022

IMPORTANT MESSAGES

Additional delinquent prior-year taxes are due on this parcel. URGENT!
CONTACT THE TAX COLLECTOR!
ONLINE TAX PAYMENTS NOW AVAILABLE! Have your bill ready and visit
www.inyocounty.us/taxcollector

IMPORTANT INFORMATION ON REVERSE SIDE

Assessment Number	Bill Number	Bill Posted Date	Tax Rate Area
0272700800	21SEC-45519	09-25-2021	059006
Owner(s) January 1st, 2021 "Et al" means other owners are present on this parcel			
FW AGGREGATE INC LESSEE, F W A HOLDINGS INC LESSOR			

TAXING AGENCIES	FOR INFORMATION CALL	AMOUNT
101 CALIFORNIA NET TAXABLE VALUE	760-878-0312	\$97,745.40
404 SOUTHERN INYO HOSPITAL 2005 PARCEL TAX	760-876-5501	\$50.00

Land	\$9,766,499
Structures	\$8,041
Net Value	\$9,774,540
Tax Rate Per \$100 Value	1.00000
Taxes	\$97,745.40
Special Assessments & Fixed Charges	\$50.00
Total Base Tax Amount	\$97,795.40
Add 10% penalty after 12-10-2021	\$48,897.70 \$4,889.77
Add 10% penalty plus cost after 04-10-2022	\$48,897.70
	\$53,787.47
	\$48,897.70

PLEASE KEEP TOP PORTION FOR YOUR RECORDS

NO RECEIPTS WILL BE ISSUED - YOUR CANCELLED CHECK IS YOUR RECEIPT

☐ Check here for change of mailing address
Please provide corrections on reverse side

SEND THIS STUB WITH YOUR 2ND INSTALLMENT PAYMENT

DUE 02/01/2022	
PAY BY 04/10/2022	\$48,897.70
IF PAID AFTER 04/10/2022, ADD 10% PENALTY AND COST	\$4,889.77
DELINQUENT 2nd INSTALLMENT AMOUNT	\$53,797.47
For additional charges see item #7 on the reverse	

ANNUAL
2021-2022 SECURED PROPERTY TAX BILL

Assessment Number	Bill Number
0272700800	21SEC-45519

You can pay online via e-check or credit/debit card at:
<https://www.inyocounty.us/services/treasurer-tax-collector>



Convenience Fee Applies for all online payments.



2nd

Installment

Cannot be paid unless 1st installment is paid

0272700800 00004889770 022021 21SEC-45519 01

02202102727008000000004889770041020220000537974721SEC-45519

☐ Check here for change of mailing address
Please provide corrections on reverse side

SEND THIS STUB WITH YOUR 1ST INSTALLMENT PAYMENT

Delinquent

ANNUAL
2021-2022 SECURED PROPERTY TAX BILL

Assessment Number	Bill Number
0272700800	21SEC-45519

You can pay online via e-check or credit/debit card at:
<https://www.inyocounty.us/services/treasurer-tax-collector>

DUE IMMEDIATELY

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[USPS.COM/PICKUP](https://usps.com/pickup)



PS10001000006

EP13F May 2020
OD: 12 1/2 x 9 1/2

FOR DOMESTIC AND INTERNATIONAL USE

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matthew emmerick
6520 LONETREE BLVD
STE 009
ROCKLIN CA 95765-5874

B004

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NO SUNDAY OR HOLIDAY DELIVERY
WAIVER OF SIGNATURE REQUESTED

SHIP TO:

INYO CLERK OF THE BOARD
COUNTY ADMINISTRATIVE CENTER
PO BOX N
INDEPENDENCE CA 93526-0613

USPS TRACKING #



9470 1118 9956 2533 9917 14



SEE NOTICE ON REVERSE regarding USPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes USPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.

880 R 0322

WHEN USED INTERNATIONALLY, A CUSTOMS DECLARATION LABEL MAY BE REQUIRED.



**UNITED STATES
POSTAL SERVICE®**

Darcy Ellis

From: Matt Emrick <matthew@mlelaw.com>
Sent: Thursday, September 15, 2022 11:17 AM
To: Darcy Ellis
Subject: Re: Corrected Application

Thank you!

MATT

On Thursday, September 15, 2022 at 11:09:25 AM PDT, Darcy Ellis <dellis@inyocounty.us> wrote:

Hi Matthew,

This is to confirm in writing that I have requested corrections to the assessment application received by this office and have agreed to give you until Friday, Sept. 23 to resubmit. Also, please include an agent authorization form or fill out the box on pg. 1 of the appeal application.

Thank you,



Darcy Ellis

Assistant Clerk of the Board/

Assistant to the CAO

224 N. Edwards St. • P.O. Drawer N (mail) • Independence, CA 93526

County of Inyo

☎ (760) 878-0373 • (760) 878-0292

☎ (760) 878-8643

✉ dellis@inyocounty.us • boardclerk@inyocounty.us

Law Offices of Matthew Emrick

A Professional Corporation
6520 Lonetree Blvd., #1009
Rocklin, CA 95765
(916) 337-0361
matthew@mlelaw.com

Sept. 9, 2022

Inyo County Clerk of the Board
County Administrative Center
P.O. Drawer N
Independence, CA 93526

Re: FW Aggregates – Assessment Appeal

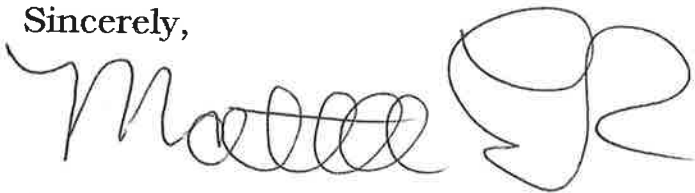
Dear County and Assessment Board:

This is an appeal of several different assessments from different years including escape assessments levied upon my client FW Aggregates. The appeal is filed at the direction of the Inyo County, Treasurer, Tax Collector after conversations with my client. Please see the attached Appeal as well as an email directing such an appeal and a corresponding spreadsheet.

Please contact me if you have any questions or need any additional information.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Emrick". The signature is stylized with a large, looped "M" and a distinct "E".

Matthew Emrick

The Law Offices of Matthew Emrick
On behalf of FW Aggregates

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board
County Administrative Center
P.O. Drawer N
Independence, CA 93526
Phone (760) 878-0373

Non-refundable processing fee of \$22.80 due at time of filing.

APPLICATION NUMBER: Clerk Use Only

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME

F.W. AGGREGATE INC.

EMAIL ADDRESS

alopes@Federalwhite.com

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P.O. BOX)

P.O. Box 1609, Woodstock, ONTARIO, CN N4S0A8

CITY

STATE

ZIP CODE

DAYTIME TELEPHONE

ALTERNATE TELEPHONE

FAX TELEPHONE

(519) 485-7469

()

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)

MATTHEW EMRICK (148250)

EMAIL ADDRESS

matthew@McELAN.com

COMPANY NAME

LAW OFFICE OF MATTHEW EMRICK

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS (STREET ADDRESS OR P.O. BOX)

6520 LONETREE Blvd, #1009

CITY

Rocklin

STATE

ZIP CODE

DAYTIME TELEPHONE

ALTERNATE TELEPHONE

FAX TELEPHONE

CA

95765

(916) 337-0361

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()

AUTHORIZATION OF AGENT

☐ AUTHORIZATION ATTACHED

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE

TITLE

DATE

3. PROPERTY IDENTIFICATION INFORMATION

☐ Yes ☒ No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable)

SEE Attached

ASSESSMENT NUMBER (if applicable)

SEE Attached

ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)

SEE Attached

PROPERTY ADDRESS OR LOCATION

Dolomite Loop Rd, Lone Pine CA (Cerro Gordo)

DOING BUSINESS AS (DBA), if appropriate

PROPERTY TYPE ☒

☐ SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX

☐ AGRICULTURAL

☐ POSSESSORY INTEREST

☒ MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____

☐ MANUFACTURED HOME

☐ VACANT LAND

☐ COMMERCIAL/INDUSTRIAL

☐ WATER CRAFT ☐ AIRCRAFT

☒ OTHER: Mineral Extraction

☐ BUSINESS PERSONAL PROPERTY/FIXTURES

4. VALUE

A. VALUE ON ROLL

B. APPLICANT'S OPINION OF VALUE

C. APPEALS BOARD USE ONLY

LAND

SEE Attached

IMPROVEMENTS/STRUCTURES

FIXTURES

PERSONAL PROPERTY (see instructions)

MINERAL RIGHTS

TREES & VINES

OTHER

TOTAL

PENALTIES (amount or percent)

RECEIVED

SEP 13 2022

Inyo County Administrator
Clerk of the Board

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

5. TYPE OF ASSESSMENT BEING APPEALED ☒ Check only one. See instructions for filing periods☒ REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR☒ ESCAPE ASSESSMENT☒ SUPPLEMENTAL ASSESSMENT*DATE OF NOTICE: SEE ATTACHEDROLL YEAR: SEE ATTACHED☐ ROLL CHANGE ☐ ESCAPE ASSESSMENT ☐ CALAMITY REASSESSMENT ☐ PENALTY ASSESSMENT

*DATE OF NOTICE: _____

**ROLL YEAR: _____

*Must attach copy of notice or bill, where applicable

**Each roll year requires a separate application

6. REASON FOR FILING APPEAL (FACTS)

See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE☒ The assessor's roll value exceeds the market value as of January 1 of the current year.**B. CHANGE IN OWNERSHIP**☐ 1. No change in ownership occurred on the date of _____.☐ 2. Base year value for the change in ownership established on the date of _____ is incorrect.**C. NEW CONSTRUCTION**☐ 1. No new construction occurred on the date of _____.☐ 2. Base year value for the completed new construction established on the date of _____ is incorrect.☐ 3. Value of construction in progress on January 1 is incorrect.**D. CALAMITY REASSESSMENT**☐ Assessor's reduced value is incorrect for property damaged by misfortune or calamity.**E. BUSINESS PERSONAL PROPERTY/FIXTURES.** Assessor's value of personal property and/or fixtures exceeds market value.☐ 1. All personal property/fixtures.☐ 2. Only a portion of the personal property/fixtures. Attach description of those items.**F. PENALTY ASSESSMENT**☐ Penalty assessment is not justified.**G. CLASSIFICATION/ALLOCATION**☐ 1. Classification of property is incorrect.☒ 2. Allocation of value of property is incorrect (e.g., between land and improvements).**H. APPEAL AFTER AN AUDIT.** Must include description of each property, issues being appealed, and your opinion of value.☐ 1. Amount of escape assessment is incorrect.☐ 2. Assessment of other property of the assessee at the location is incorrect.**I. OTHER**☒ Explanation (attach sheet if necessary) SEE ATTACHED**7. WRITTEN FINDINGS OF FACTS (\$160 deposit per parcel)**☐ Are requested. ☒ Are not requested.**8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND** See instructions.☒ Yes ☐ No**CERTIFICATION**

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

SIGNED AT (CITY, STATE)

DATE

NAME (Please Print)

Folsom, CA

9/9/2022

Matthew Emrick

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

☒ ☐ OWNER ☐ AGENT ☒ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED
☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

From: Alisha McMurtrie <amcmurtrie@inyocounty.us>
Sent: Thursday, March 24, 2022 7:54 PM
To: Tony Lopes <alopes@federalwhite.com>
Subject: APN 0272700800 Cerro Gordo Rd Property taxes

Hi Tony,

It was really nice meeting you on your recent visit. I appreciate the efforts you are making to forge a path forward with your business operations here in Inyo County.

I have spoken with our Auditor-Controller about the defaulted taxes on PIN 0272700800 that currently total \$427,905.69. This is a total amount due on this APN that is valid until 3/31/2022 as interest accrues to the account on the 1st day of each month.

It is my understanding that F W Aggregate will be filing an appeal relating to their Inyo County property taxes and more specifically to the PIN referenced within this email. I strongly urge you to exercise all of your rights as a taxpayer and as a friendly reminder, the final date to file an appeal with our Board of Equalization (aka Board of Supervisors) is September 15, 2022. As we discussed, there is no requirement locally to have all taxes paid prior to being granted an appeal hearing.

In reviewing your account, there are large fluctuations in assessed values over the years that have led to, in some cases, wildly fluctuating tax bills. I have attached a small spreadsheet identifying all tax bills, with payments and balances due, for the years 2010-2021. This allows for a higher level overview on the peaks and valleys you have been experiencing.

You have made payments against your delinquent taxes and that is reflected on the spreadsheet. We had discussed your remitting an estimated partial payment on the delinquent bills, but my recommendation is that you make your 2022 Unsecured payment on schedule by 8-31-2022. **Those bills are issued in July. You will receive the 2022 secured notice of Assessed Value from the Assessor's office by mid-July.** That billing will be generated in October and due in December.

Another issue we discussed during your visit is the fact that should you be successful in your appeal and the County is placed into a position where we are required to refund taxes, the interest rate we have to pay exceeds what we are earning on the funds. This always makes me hesitate to advise a taxpayer to remit payment in full pending appeal. If you are amenable, I will recommend that you remit \$50,000.00 towards the defaulted taxes. What I will do in exchange is to redeem the 2018 & 2019 defaulted years. I will agree to waiving the penalties and interest for both years and only posting the original tax amount to the accounts. This would total \$40,625.35 being applied to 2018 & 2019. The balance of \$9,374.65 would be applied equally to the 2015 & 2016 defaulted supplemental billings. I would then recommend we wait pending appeal conclusion.

- Post \$19,847.75 to 2018 (waive \$4,661.83 & \$22,978.13)
- Post \$20,777.60 to 2019 (waive \$4,754.81 & \$14,536.44)

2018	SECURED	2018- SCC- 10880- A	\$ 93,036.50	\$ 4,661.83	\$ 22,978.13	\$ -	(\$73,188.75)	\$ 47,487.7
2019	SECURED	2019- SEC- 10853- A	\$ 94,896.22	\$ 4,754.81	\$ 14,536.44	\$ -	(\$74,118.62)	\$ 40,068.8

I believe this will demonstrate a good faith effort on both of our parts to continue to work towards resolution and allowing the appeal process to complete.

Please let me know if you are agreeable to this recommendation and I will make the adjustments to the account.

Also as discussed, please continue to reach out to the Assessor, documenting all contact, **but file your appeal as soon as you get the Notice of Assessment.** Please be cognizant of the fact that the BOE may not choose to hear an appeal for the prior years as the appeal periods for them have passed. Those two supplemental bills that are defaulted were originally billed in August 2018 and may be beyond the Assessor's authority to adjust, but it is always worth asking for. I would also request copies of the Notice of Supplemental Assessment for all Supplemental bills on the spreadsheet.

Please let me know if you have any questions I can assist you with as well as if you are interested in my recommendation outlined above.

Wishing You a Good Day,

Alisha McMurtrie

Treasurer-Tax Collector

County of Inyo

760.878.0462

amcmurtrie@inyocounty.us

F W AGGREGATE INC
 INYO COUNTY PROPERTY TAX ACCOUNTING
 PIN 0272700800
 2010-2021

TAX YEAR	BILL TYPE	BILL NO.	TAX	PENALTY	INTEREST	FEES	PAID TO DATE	TOTAL AS OF 3/31/2022
2010	SECURED	2010-SEC-10768-A	\$ 2,476.26	\$ -	\$ -	\$ -	(\$2,476.26)	\$ -
2010	SUPPLEMENTAL	2010-SUP-01477-S	\$ 29,250.00	\$ -	\$ -	\$ -	(\$29,250.00)	\$ -
2011	SUPPLEMENTAL	2011-SUP-00881-S	\$ 57,692.60	\$ -	\$ -	\$ -	(\$57,692.60)	\$ -
2011	SECURED	2011-SEC-10767-A	\$ 12,568.92	\$ -	\$ -	\$ -	(\$12,568.92)	\$ -
2012	SECURED	2012-SEC-10761-A	\$ 112,289.30	\$ -	\$ -	\$ -	(\$112,289.30)	\$ -
2013	SECURED	2013-SEC-10755-A	\$ 54,016.92	\$ -	\$ -	\$ -	(\$54,016.92)	\$ -
2014	SECURED	2014-SEC-10790-A	\$ 54,261.92	\$ -	\$ -	\$ -	(\$54,261.92)	\$ -
2015	SECURED	2015-SEC-10799-A	\$ 60,874.58	\$ -	\$ -	\$ -	(\$60,874.58)	\$ -
2015	SUPPLEMENTAL	2016-SUP-00662-S	\$ 34,361.76	\$ 3,446.18	\$ 16,659.79	\$ 15.00	(\$26,670.50)	\$ 27,812.23
2016	SUPPLEMENTAL	2016-SUP-01650-S	\$ 56.24	\$ -	\$ -	\$ -	(\$56.24)	\$ -
2016	SUPPLEMENTAL	2016-SUP-00662-S	\$ 137,447.04	\$ 13,754.70	\$ 68,036.28	\$ -	(\$26,670.50)	\$ 192,567.52
2016	SECURED	2016-SEC-10805-A	\$ 61,802.16	\$ -	\$ -	\$ -	(\$61,802.16)	\$ -
2017	ESCAPE	2018-SCC-16697-E	\$ 79,899.48	\$ 4,004.97	\$ -		(\$66,620.24)	\$ 17,284.21
2017	SECURED	2017-SEC-10816-A	\$ 63,112.20	\$ -	\$ -	\$ -	(\$63,112.20)	\$ -
2018	SECURED	2018-SCC-10880-A	\$ 93,036.50	\$ 4,661.83	\$ 22,978.13	\$ -	(\$73,188.75)	\$ 47,487.71
2019	SECURED	2019-SEC-10853-A	\$ 94,896.22	\$ 4,754.81	\$ 14,536.44	\$ -	(\$74,118.62)	\$ 40,068.85
2020	SECURED	2020-SEC-92321-A	\$ 96,793.14	\$ -	\$ -	\$ -	(\$96,793.14)	\$ -
2021	SECURED	2021-SEC-45519-A	\$ 97,795.40	\$ 4,889.77	\$ -	\$ -	\$0.00	\$ 102,685.17
							TOTAL DUE:	\$ 427,905.69

BY 3/31/2022

DECLARATION OF SERVICE

I am employed in the County of Inyo, I am over the age of 18 years and I am not a party to the within entitled action. My business address is **P.O. Box N, Independence, CA 93526.**

On **March 28, 2024**, I served the foregoing document(s) described as follows:

**LETTER NOTIFYING TAXPAYER/AUTHORIZED AGENT OF TAX ASSESSMENT APPEAL
HEARING; HEARING DATE CONFIRMATION NOTICE**

on the following parties in said action, as shown below,

**FW AGGREGATE, INC.
C/O MATTHEW EMRICK
6520 LONETREE BLVD., #1009
ROCKLIN, CA 95765**

by the following means:

☐ (By Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.

☒ (By Mail) I deposited such envelope(s) in the mail at **Independence**, California. I am readily familiar with the County's practice whereby the mail, after being placed in a designated area, is given the appropriate first class postage and is deposited with the United States Postal Service on that same day.

☐ (By Certified Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.

☒ (By e-mail) to the following: matthew@MLElaw.com; alopes@federalwhite.com

☐ (By Personal Service) I caused such envelope(s) to be delivered personally to the office(s) of addressee(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED:

3/28/24



Darcy Ellis, Assistant Clerk
Inyo County Board of Equalization



INYO COUNTY BOARD OF EQUALIZATION

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



March 28, 2024

FW Aggregate, Inc.
c/o Matthew Emrick
6520 Lonetree Blvd., #1009
Rocklin, CA 95765

Re: Assessor Parcel No. 027-270-08

Dear Mr. Emrick,

Please be advised that your application (No. 2022-19) appealing the assessed valuation of the above referenced property have been set to be heard by the Inyo County Board of Equalization at 1 p.m. Tuesday, August 20, in the Board of Supervisors Room, located at the County Administrative Center at 224 N. Edwards, Independence, California.

At the date and time set forth above you must appear personally at the hearing or be represented by an agent who shall be thoroughly familiar with the facts pertaining to the matter before the Board. Any person, other than an attorney at law, purporting to act as an agent for you shall, prior to the hearing, file with the Clerk written authority, signed by you, to represent you at the hearing. An appearance by an officer or an employee of a corporate applicant or by a relative mentioned by Board of Equalization Rule 320 requires no written authorization. Failure to appear, personally or by an authorized agent, may result in your application being denied. If you are unable to attend the hearing as scheduled your application may be continued by the Board upon your showing of good cause. Good cause may be established only by a written statement signed by the applicant, or his authorized agent, setting forth the facts and circumstances explaining the inability to appear at the scheduled hearing. Such written declaration must be received by the Board of Equalization prior to the date and time of the scheduled hearing.

Denial of an application for lack of appearance of the applicant or his agent may be reconsidered when the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period not to exceed 60 days from the date of mailing of the notification of the denial due to lack of appearance.

Applicable law requires that you be provided notification of the following:

1. *The Board of Equalization is required to find taxable value of the property in question from the evidence presented at the hearing.*
2. *The Board of Equalization can raise as well as lower or confirm the assessment being appealed.*
3. *The application for a reduction in the assessment of a portion of an improved real property, or a portion of installations which are partially real property and partially personal property, may result in an increase in the unprotested assessment of the other portion or portions of the property which increase will offset, in whole or in part, any reduction in the protest assessment.*

Neither the Assessor, Clerk of the Board of Equalization, members of the Board of Equalization, nor the Board's legal staff can provide you with legal advice or representation concerning this matter. Questions concerning the Inyo County Assessor's valuation of the property in question can be directed to the County Assessor by contacting him at P.O. Box J, Independence, CA 93526, or by telephone at (760) 878-0302. The Application for Changed Assessment will be provided to the Board of Equalization, *without attachments*. You should be prepared to provide your evidence, including any evidence or explanations you attached to the Application, to the Board at the hearing.

Please note that Inyo County charges a \$160 deposit per parcel for written findings of fact (the actual charge may be less or more). Findings may be requested at any time prior to the beginning of your hearing and the fees for this service should be paid before the hearing, but in any case, prior to the end of your hearing. However, if you withdraw your request for findings of facts by the end of the hearing, any fees paid will be refunded by the clerk. Your request, if not designated on the appeal application, can be made in a separate written request to the clerk, or orally on record just prior to the start of your hearing.

Requests for continuances or other correspondence to the Board of Equalization should be addressed to: Clerk of the Board of Equalization, County of Inyo, P.O. Drawer N, Independence, CA 93526; or dellis@inyocounty.us. The Clerk can be contacted at (760) 878-0373.

Included with this correspondence is a Hearing Date Confirmation Notice, which must be returned to the address listed in the above paragraph not less than 21 days prior to the indicated hearing date.

Sincerely,



Darcy Ellis,
Assistant Clerk of the Board

de
xc: David Stottlemire, County Assessor
John-Carl Vallejo, County Counsel

COUNTY OF INYO

BOARD OF EQUALIZATION

P.O. Drawer N, Independence, CA 93526
(760) 878-0373
dells@inyocounty.us

HEARING DATE CONFIRMATION NOTICE

This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.

HEARING DATE AND TIME*	APPLICATION NUMBER(S)
HEARING LOCATION	
PARCEL OR ASSESSMENT NUMBER(S)	APPLICANT

* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

☒ **Check one of the boxes below.**

☐ I will be present on the scheduled hearing date.

Please bring 8 copies of any evidence you wish to present to the Assessment Appeals Board. (Not necessary for Zoom.)

☐ I request my right to a one-time postponement of my hearing to another hearing date. To schedule your hearing for a future date, please contact the Clerk of the Board at (760) 878 - 0373.

I understand that if this is not my first postponement request, I must appear at the scheduled hearing to request another postponement and give reasonable cause to the appeals board. It is the sole discretion of the board to grant or deny this request. If denied, I must be prepared to proceed with the hearing as scheduled.

If you are requesting a postponement and the date of the currently scheduled hearing is within 120 days of the expiration of the two-year limitations period set by Revenue and Taxation Code section 1604(c), the Clerk will provide you with a waiver (form BOE-305-W) to indefinitely extend and toll the period in which your appeal is to be heard and decided.

☐ I wish to withdraw my application. Withdrawals are final and will conclude any further action on the appeal. (Your attendance at the hearing is not required.)

I understand that my withdrawal may only be granted if the assessor has not provided me with a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

☐ I have signed a stipulation with the assessor's office. (Your attendance at the hearing is not required.)

In order to ensure proper scheduling of assessment appeals hearings, you must complete and return this form not less than 21 days prior to the date of your hearing. Failure to return this confirmation notice may result in your case being removed from the agenda on the scheduled date. Failure to appear at the scheduled hearing by you or an authorized representative may result in your application being abandoned and denied for lack of appearance unless you have requested a postponement.

CERTIFICATION

I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.

SIGNATURE 	DATE
PRINT NAME OF AUTHORIZED SIGNER	TITLE
COMPANY NAME	EMAIL ADDRESS

FILING STATUS

☐ OWNER
 ☐ AGENT
 ☐ ATTORNEY
 ☐ SPOUSE
 ☐ REGISTERED DOMESTIC PARTNER
 ☐ CHILD
 ☐ PARENT
 ☐ PERSON AFFECTED
☐ CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____
 ☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

RECEIVED

JUL 8 2024

Inyo County Administrator
Clerk of the Board

COUNTY OF INYO

BOARD OF

EQUALIZATION

P O Drawer N, Independence, CA 93526
(760) 878-0373
delhis@inyocounty.us

HEARING DATE CONFIRMATION NOTICE

This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.

HEARING DATE AND TIME*	August 20, 2024	APPLICATION NUMBER(S)	2022-19
HEARING LOCATION	Board of Supervisors Rm., County Admin. Center, 224 N. Edwards, Independence CA		
PARCEL OR ASSESSMENT NUMBER(S)	027-270-08	APPLICANT	F.W. Aggregates Inc.

* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

☒ Check one of the boxes below.☒ I will be present on the scheduled hearing date.Please bring 8 copies of any evidence you wish to present to the Assessment Appeals Board. (Not necessary for Zoom.)☐ I request my right to a one-time postponement of my hearing to another hearing date. To schedule your hearing for a future date, please contact the Clerk of the Board at (760) 878 - 0373.

I understand that if this is not my first postponement request, I must appear at the scheduled hearing to request another postponement and give reasonable cause to the appeals board. It is the sole discretion of the board to grant or deny this request. If denied, I must be prepared to proceed with the hearing as scheduled.

If you are requesting a postponement and the date of the currently scheduled hearing is within 120 days of the expiration of the two-year limitations period set by Revenue and Taxation Code section 1604(c), the Clerk will provide you with a waiver (form BOE-305-W) to indefinitely extend and toll the period in which your appeal is to be heard and decided.

☐ I wish to withdraw my application. Withdrawals are final and will conclude any further action on the appeal. (Your attendance at the hearing is not required.)


I understand that my withdrawal may only be granted if the assessor has not provided me with a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

☐ I have signed a stipulation with the assessor's office. (Your attendance at the hearing is not required.)

In order to ensure proper scheduling of assessment appeals hearings, you must complete and return this form not less than 21 days prior to the date of your hearing. Failure to return this confirmation notice may result in your case being removed from the agenda on the scheduled date. Failure to appear at the scheduled hearing by you or an authorized representative may result in your application being abandoned and denied for lack of appearance unless you have requested a postponement.

CERTIFICATION

I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.

SIGNATURE	DATE
	6/27/2024
PRINT NAME OF AUTHORIZED SIGNER	TITLE
MATTHEW EMRICK	Attorney
COMPANY NAME	EMAIL ADDRESS
LAW OFFICES OF MATTHEW EMRICK	matthew@MLELAW.COM
FILING STATUS	
<input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED	
<input checked="" type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: <u>148250</u>	<input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE

**AGREEMENT TO EXTEND TIME FOR
ASSESSMENT APPEALS BOARD HEARING(S)**

Taxpayer: F. W. Aggregates

Application Nos.: **Appeal 2022-19; APN 0272700800**

WHEREAS, F. W. Aggregates, Inc., (hereinafter "Taxpayer") has filed application(s) for reduction in assessment which has/have been assigned the appeal number(s) noted above (hereinafter the "Appeal(s)") with the Inyo County Board of Equalization (hereinafter the "Board"); and

WHEREAS, subdivision (c) of section 1604 of the California Revenue and Taxation Code (the "Code") requires the Board to hear evidence and make a final determination on an application for a reduction in assessment within two years of the timely filing of said application; and

WHEREAS, the Code also provides that the taxpayer and the Board may mutually agree in writing to an extension of time for the hearing and, accordingly, an extension of the time in which the final determination must be made.

NOW THEREFORE, it is agreed that:

The provision of Revenue and Taxation Code section 1604(c) are hereby waived and the time for the hearing of the Appeals is hereby extended to a date or dates to be set at the convenience of the Board, taking into account the availability of the Inyo County Assessor and the Taxpayer. The time in which a final determination must be made by the Board following the hearings shall be as provided by Property Tax Rule 325.

INYO COUNTY BOARD OF EQUALIZATION

Dated: _____, 2024

By:_____

Chairperson

APPROVED AS TO FORM

By:_____

Attorney for Board

Matthew Emrick

Dated: Aug. 12, 2024

By:_____

Applicant / Authorized Agent



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

August 20, 2024

Reference ID:
2024-610

Presentation and Letter Supporting the Mammoth Lakes U.S. 395 Wildlife Crossing Project

Outside Agency

ACTION REQUIRED

ITEM SUBMITTED BY

Caltrans

ITEM PRESENTED BY

Caltrans

RECOMMENDED ACTION:

A) Receive a presentation from Caltrans District 9 on the Mammoth Lakes U.S. 395 Wildlife Crossing Project; and B) approve and authorize the Chairperson to sign a letter supporting said the grant application for said project.

BACKGROUND / SUMMARY / JUSTIFICATION:

The U.S. 395 corridor south of Mammoth from Crowley Lake Drive to the junction of State Route 203 hosts significant wildlife habitat, supports resident and migratory species, and plays an essential role in the spring and fall deer migration. This area also, unfortunately, has a high concentration of wildlife vehicle collisions, mostly involving mule deer.

In 2016, Caltrans District 9 completed a feasibility study for wildlife-vehicle collision reduction in Mono County, and this study makes clear that mitigation efforts are needed along this seven-mile stretch of U.S. 395 in order to reduce deer mortality. Proposed mitigation efforts could soon be moving forward via the Mammoth Lakes U.S. 395 Wildlife Crossing project - a collaboration of many state, federal, local, and non-profit groups and agencies that make up the Eastern Sierra Wildlife Stewardship Team.

Mono County, in partnership with Caltrans, is requesting \$8 million of the \$10 million total projected cost to complete engineering design and acquire permits and property needed prior to construction of two overpasses, one underpass, existing bridge enhancements, a wildlife detection system, wildlife exclusion fencing and jump-outs. The funding is being sought through Federal Highways Administration Wildlife Crossings Pilot Program grant.

Numerous case studies show that wildlife crossings and other mitigation efforts are effective means of decreasing wildlife mortality and increasing habitat connectivity. If awarded, funding will also allow Mono County, Caltrans, and their partners to continue to seek additional State and Federal funding to support completion of subsequent project development phases as well as the full implementation of this important project.

Your Board is asked to receive a presentation from Caltrans and then consider and approve the attached letter in support of the grant application.

FISCAL IMPACT:

There is no fiscal impact associated with approving the support letter.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may request changes to the letter or decline to support the project, which is not recommended as it will benefit wildlife in the entire Eastern Sierra region as well as motorists traveling through Inyo and Mono counties.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Mammoth Lakes U.S. 395 Wildlife Crossing Project Presentation
2. Letter Supporting Mammoth Lakes U.S. 395 Wildlife Crossing Project

APPROVALS:

Darcy Ellis	Created/Initiated - 8/9/2024
Darcy Ellis	Approved - 8/9/2024
Nate Greenberg	Final Approval - 8/10/2024

Mammoth Lakes US 395 Wildlife Crossing Project

CA Department of Transportation
District 9

Presented by Katie Rodriguez, Senior Biologist



Outline

- Project Background
- Research
- Wildlife Conservation Board Grant
- Current Status
- FHWA IIJA WCPP Grant



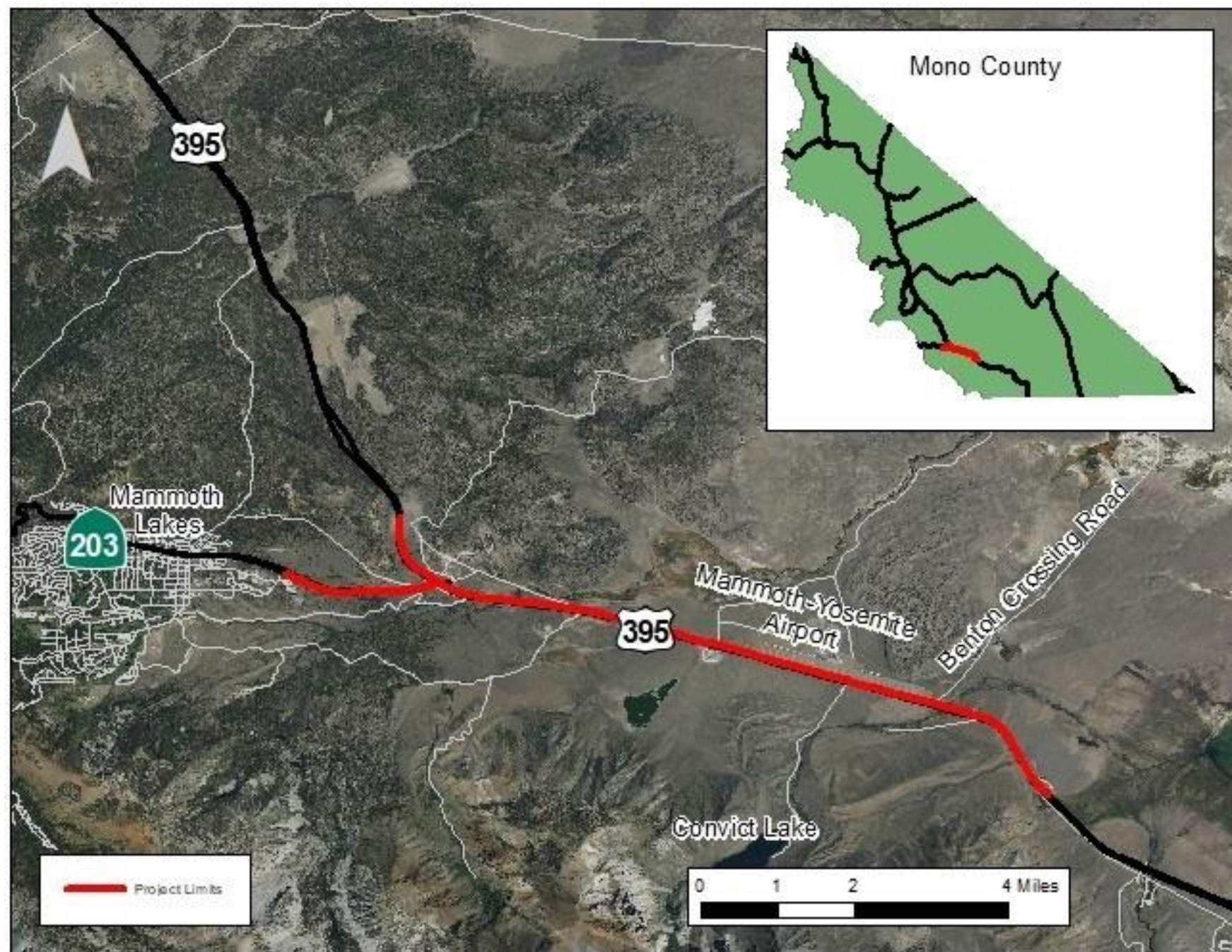
Project Background

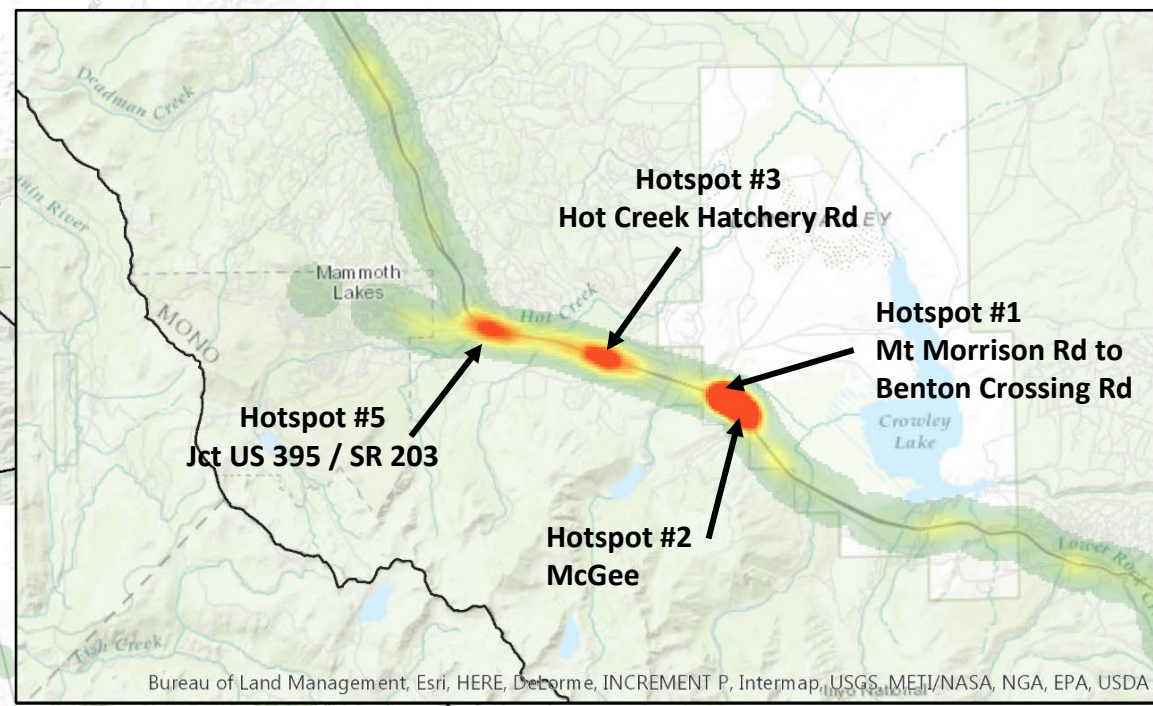
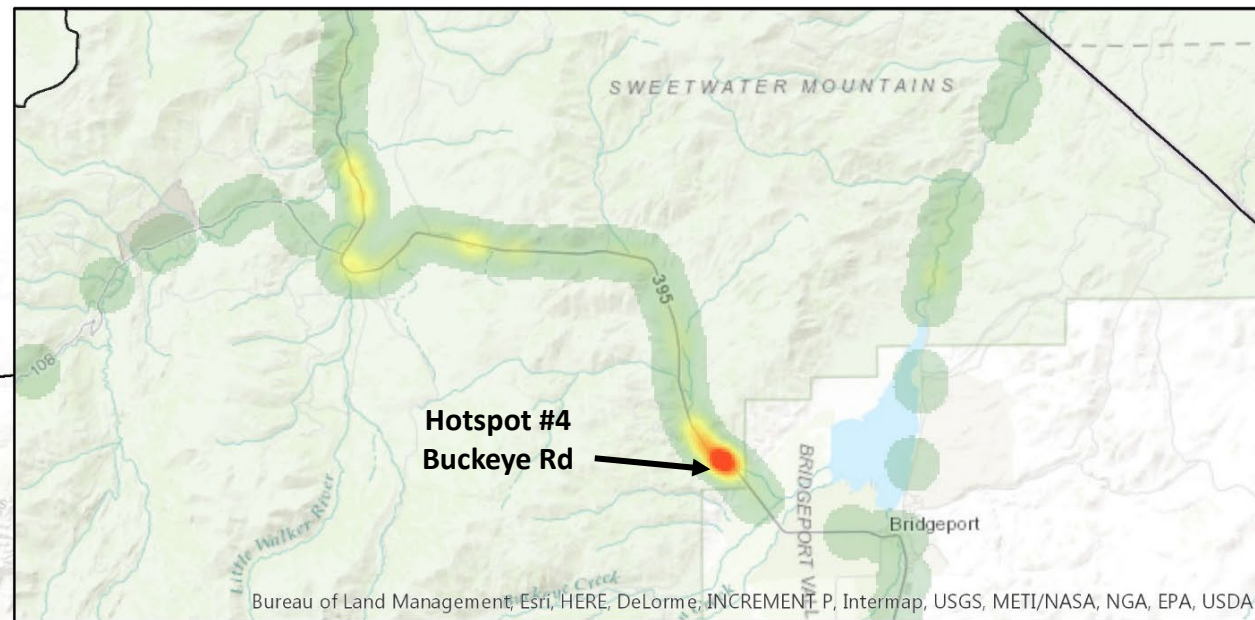
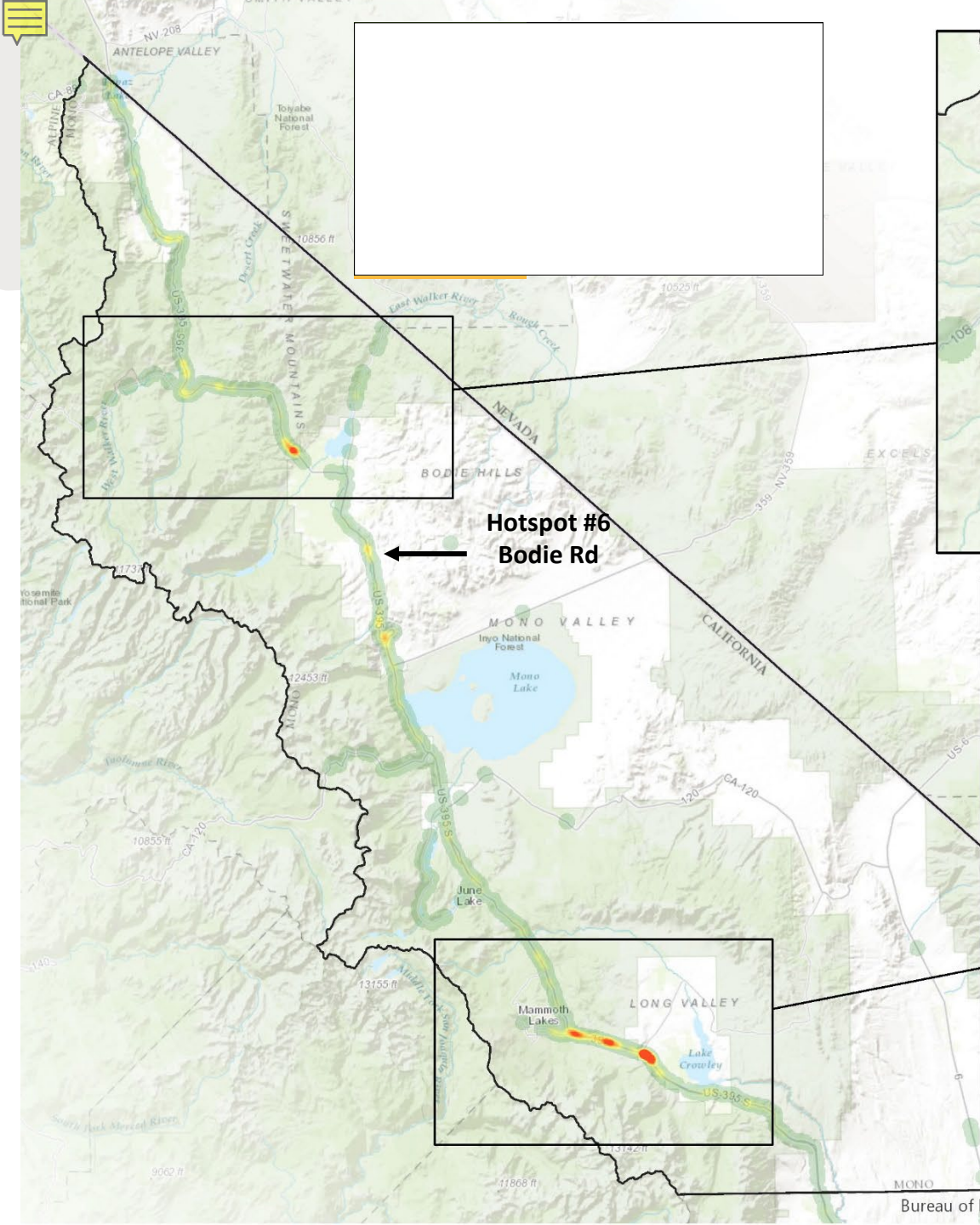
- 2016- Caltrans completed Feasibility Study Report
 - Roadkill data identified 6 hot spot locations in Mono County
 - 5 Design Concepts created
- Development of Eastern Sierra Wildlife Stewardship Team
- Completed the Scoping Phase in June 2020
 - Finalized Project Study Report (PSR)/Project Initiation Document (PID)
- Funding
 - Caltrans funded the scoping phase (PID Phase)
 - No Caltrans dedicated program funding for PA&ED (Environmental), PS&E (Design) or Construction phases
 - CEQA/NEPA document: visual, cultural, and biological studies needed
- Priority Project Location
 - CA Essential Habitat Connectivity, 2020/2022 CDFW Wildlife Barriers, USFWS S.O. 3362 Ungulate Migration

SR 120 - CLOSED
SR 108 - CLOSED
SR 89 - CLOSED

Eastern Sierra Wildlife Stewardship Team

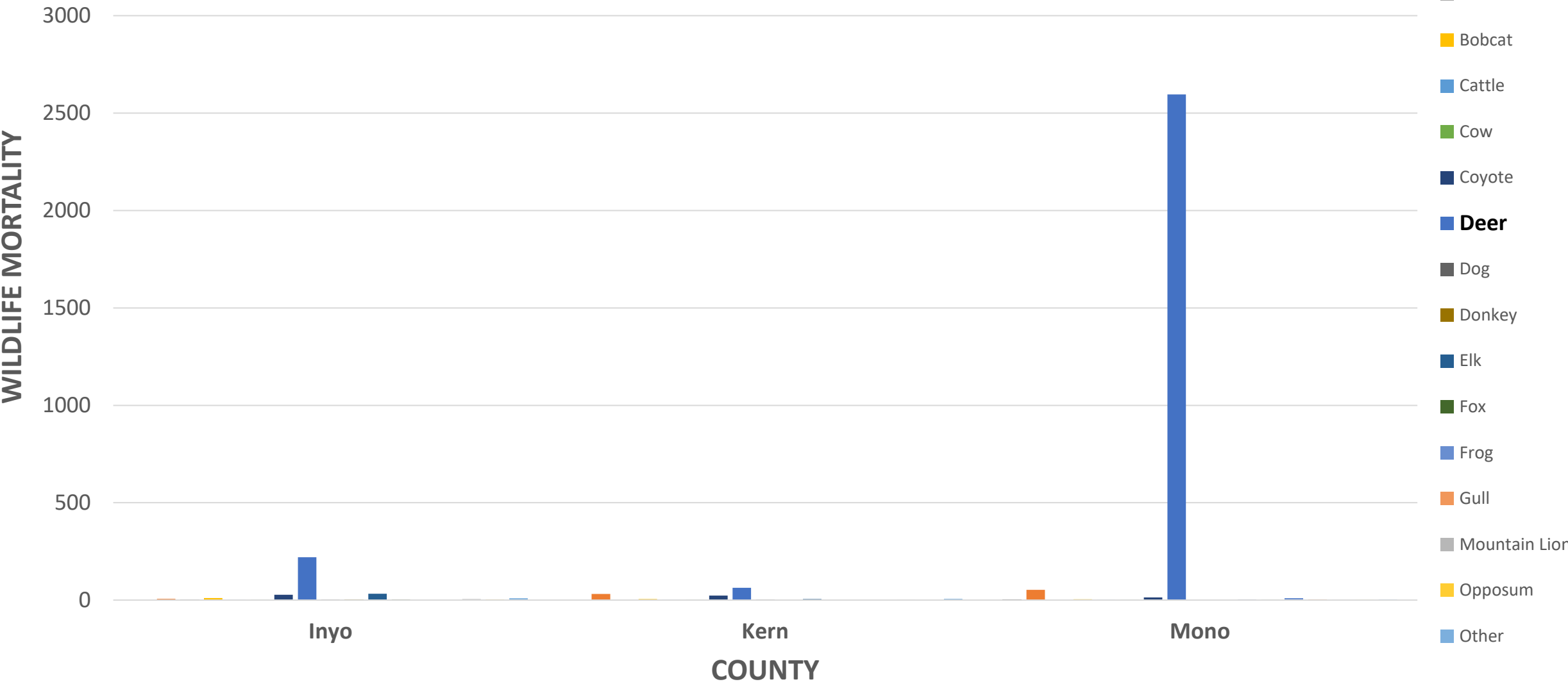






DISTRICT 9 TOTAL WILDLIFE MORTALITY BY COUNTY
2002-2020

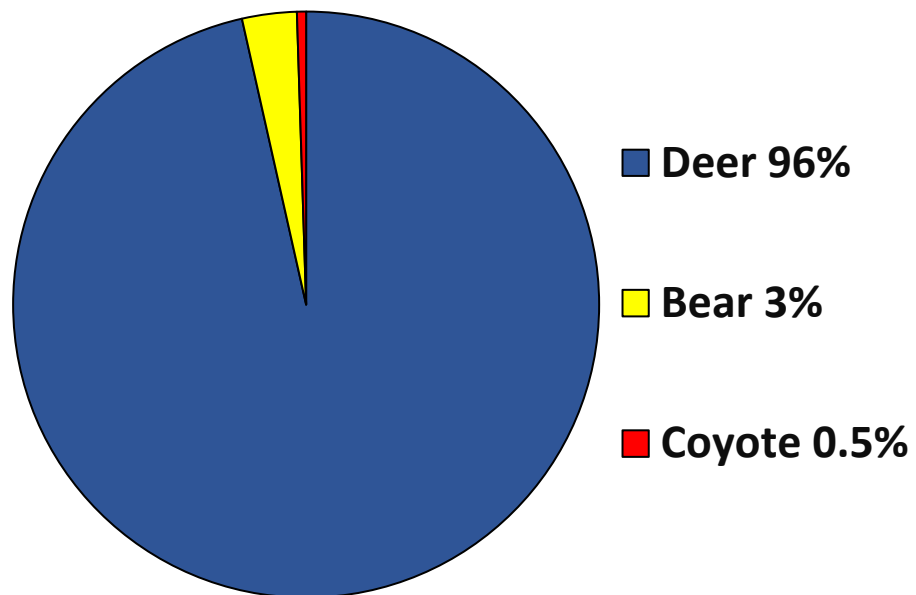
Total Wildlife Mortality = 3,282





Percentage of Recorded WVC's (N = 872) By Species

U.S. Hwy 395, Mono County (2015-2020)



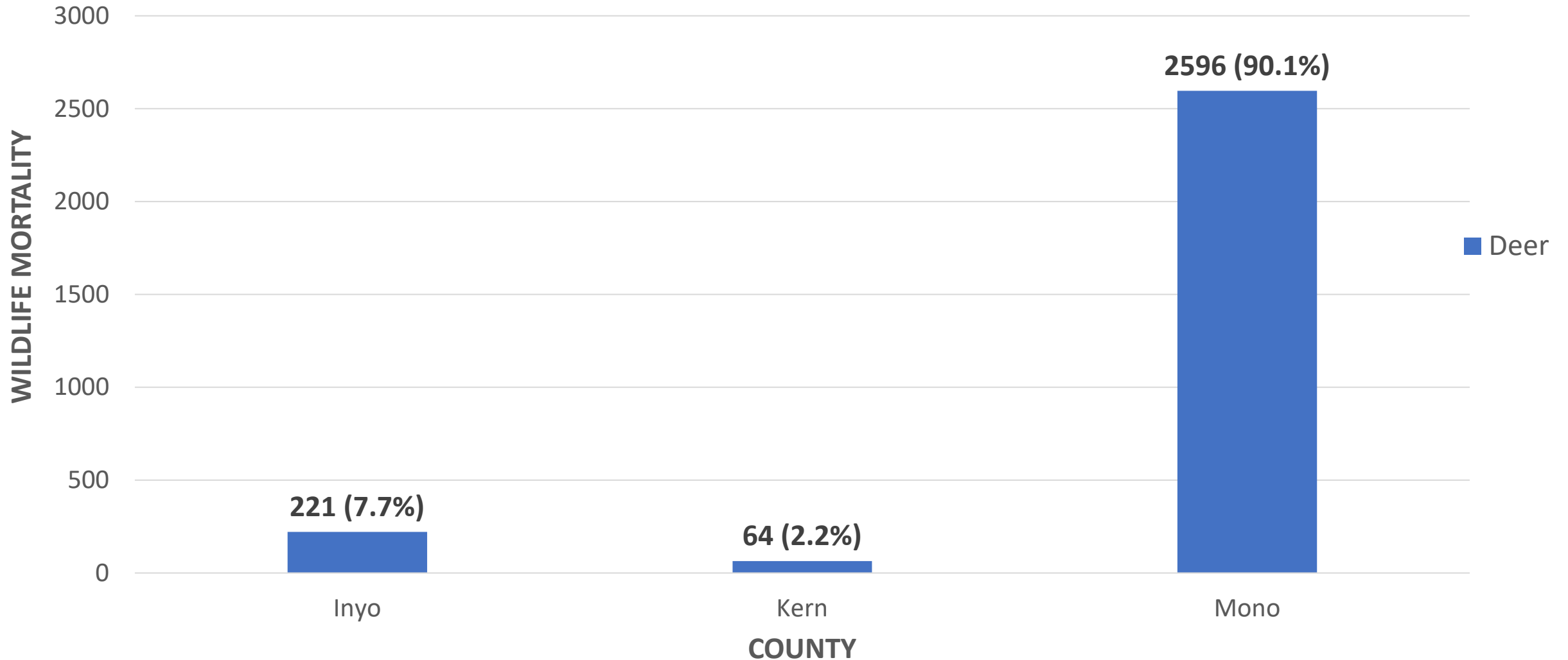
All other species make up <0.5% of reported wildlife-vehicle collisions



DISTRICT 9 TOTAL WILDLIFE MORTALITY BY COUNTY

2002-2020

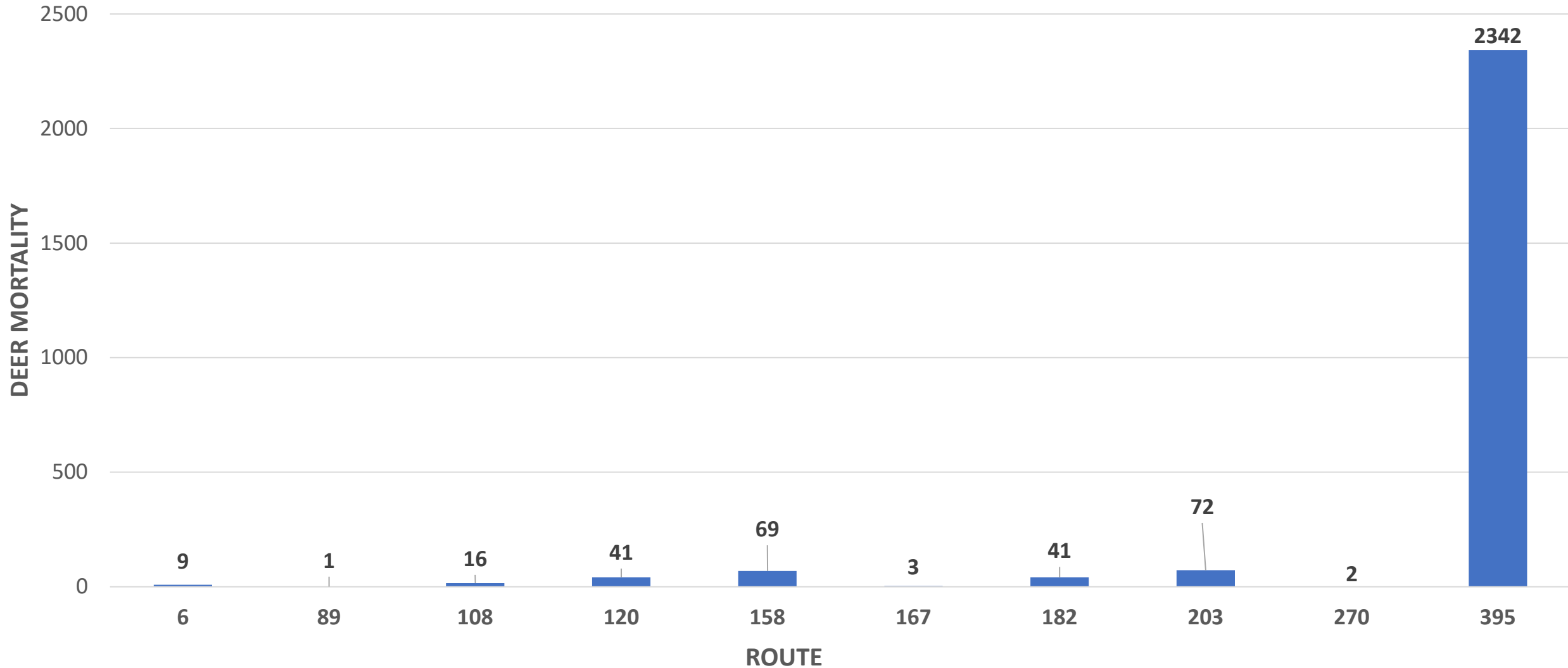
Total Deer Mortality Within Caltrans Right of Way= 2,881



MONO CO TOTAL DEER MORTALITY BY ROUTE

2002-2020

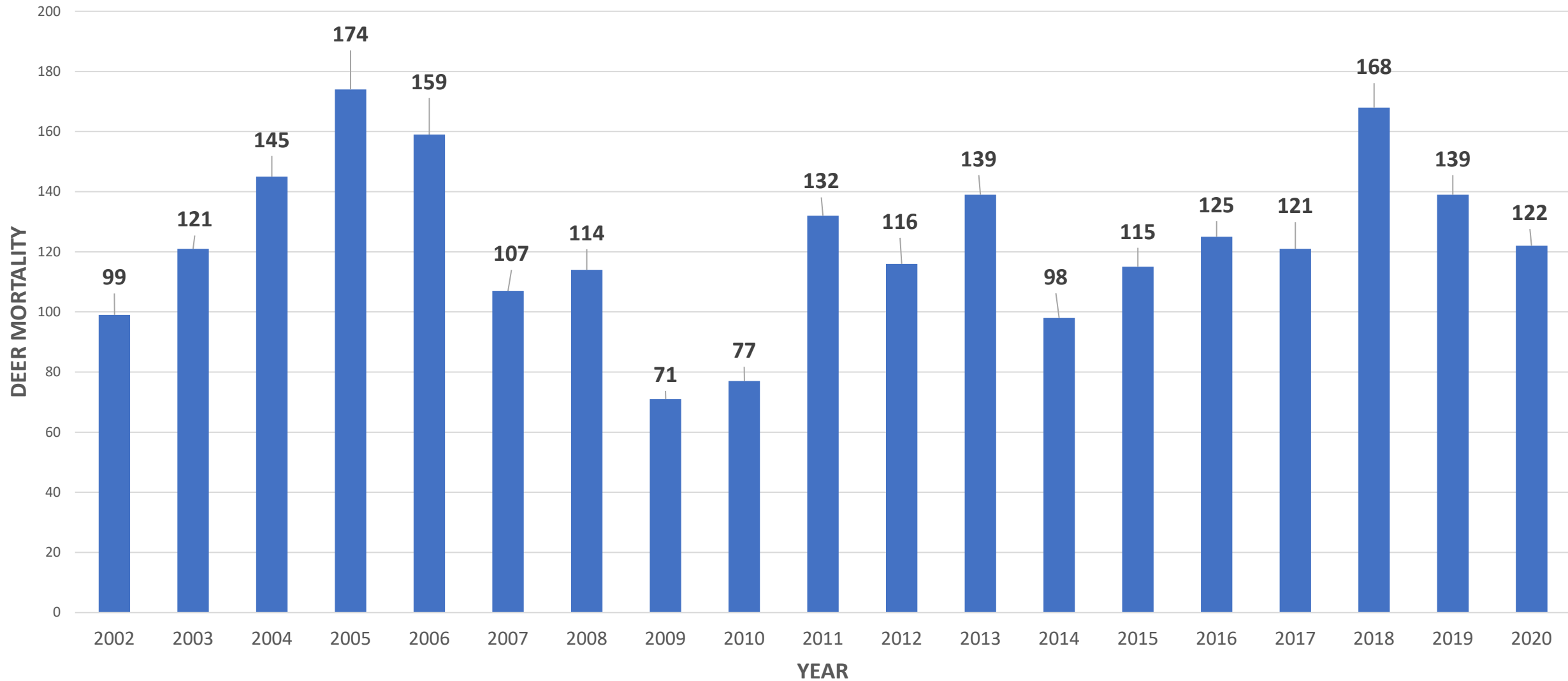
Total Deer Mortality = 2,596



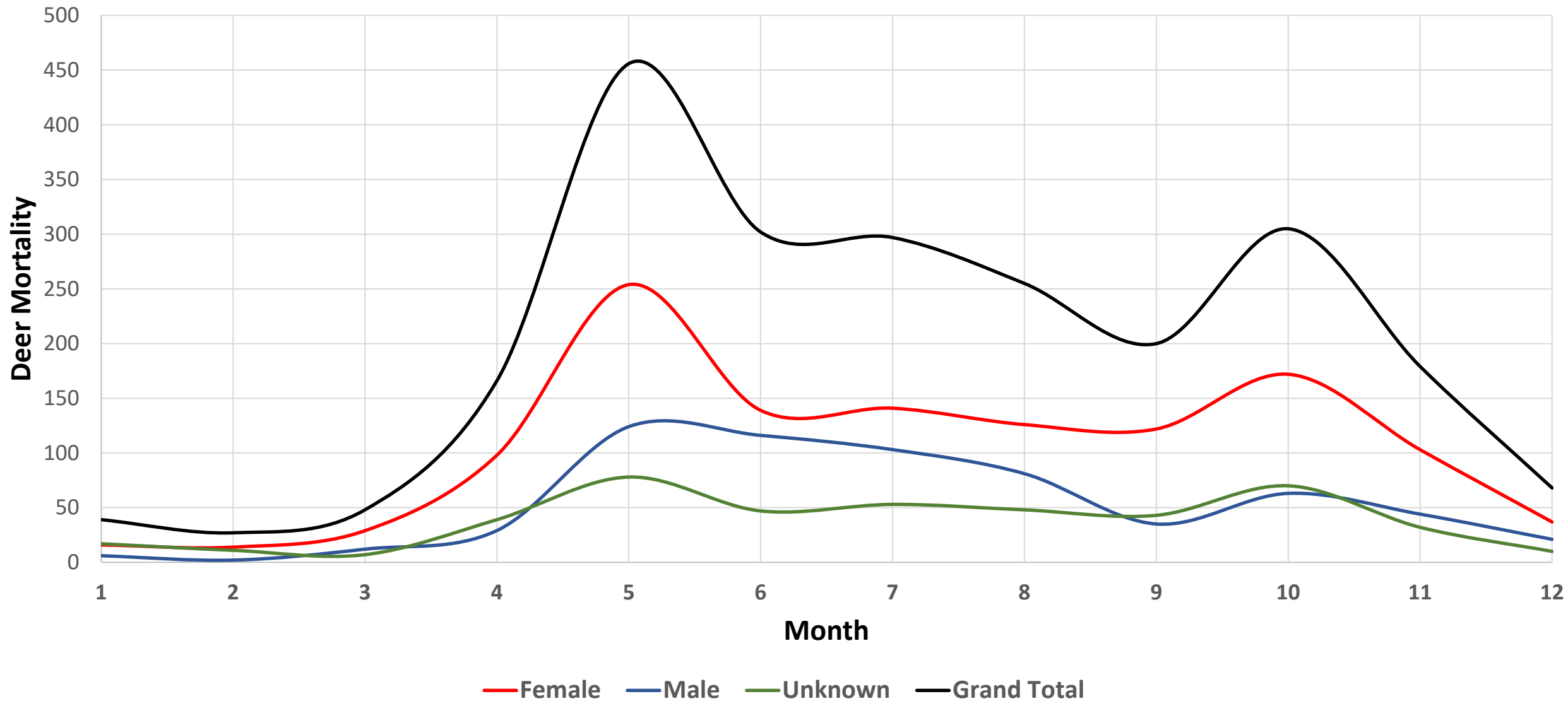


US 395 MONO CO TOTAL DEER MORTALITY BY YEAR 2002-2020

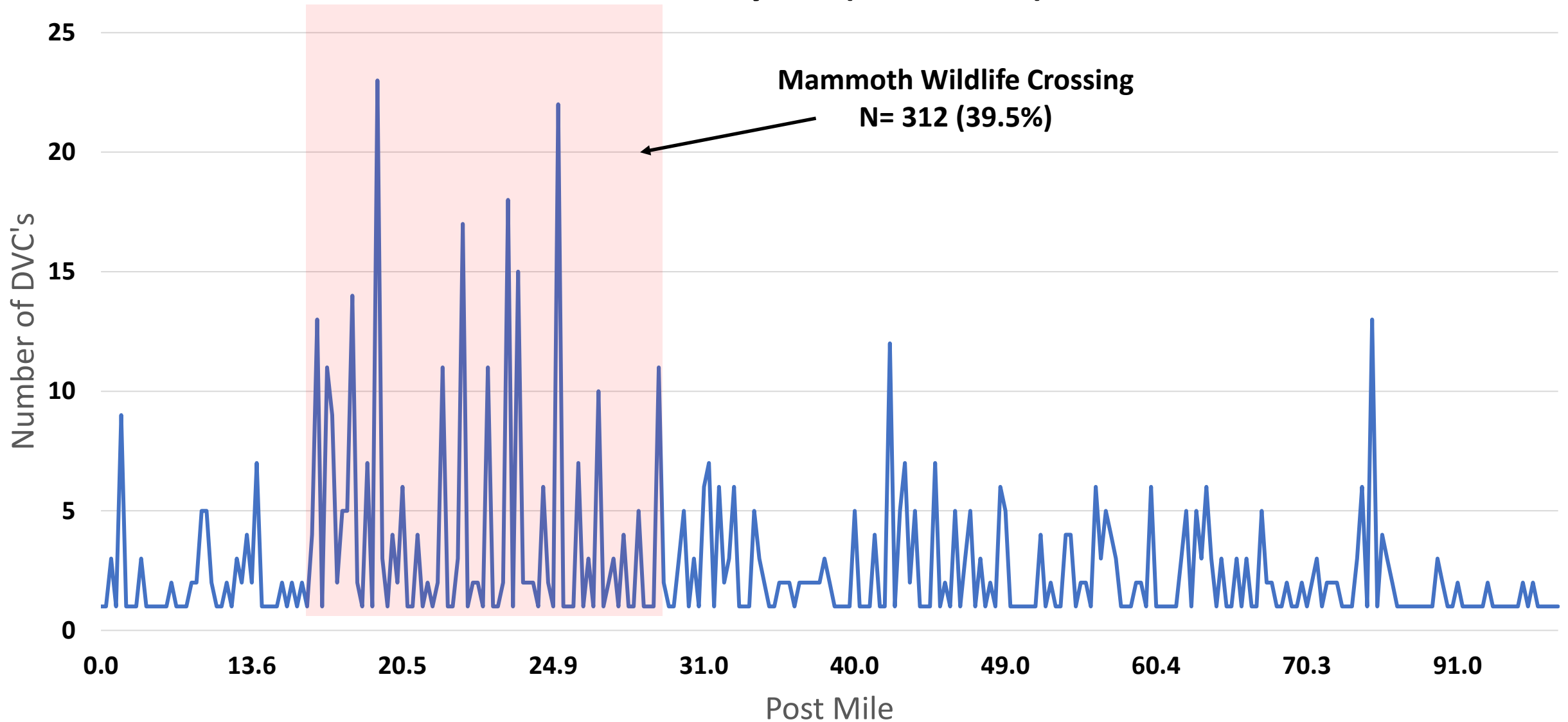
Total Deer Mortality = 2,342



Number of Deer Vehicle Collisions (N=2,342)
By Date and Sex
U.S. Highway 395, Mono County, CA (2002-2020)



Number of Deer-Vehicle Collisions (N= 790)
U.S. Highway 395 (PM 01 - PM 120)
Mono County, CA (2015-2020)



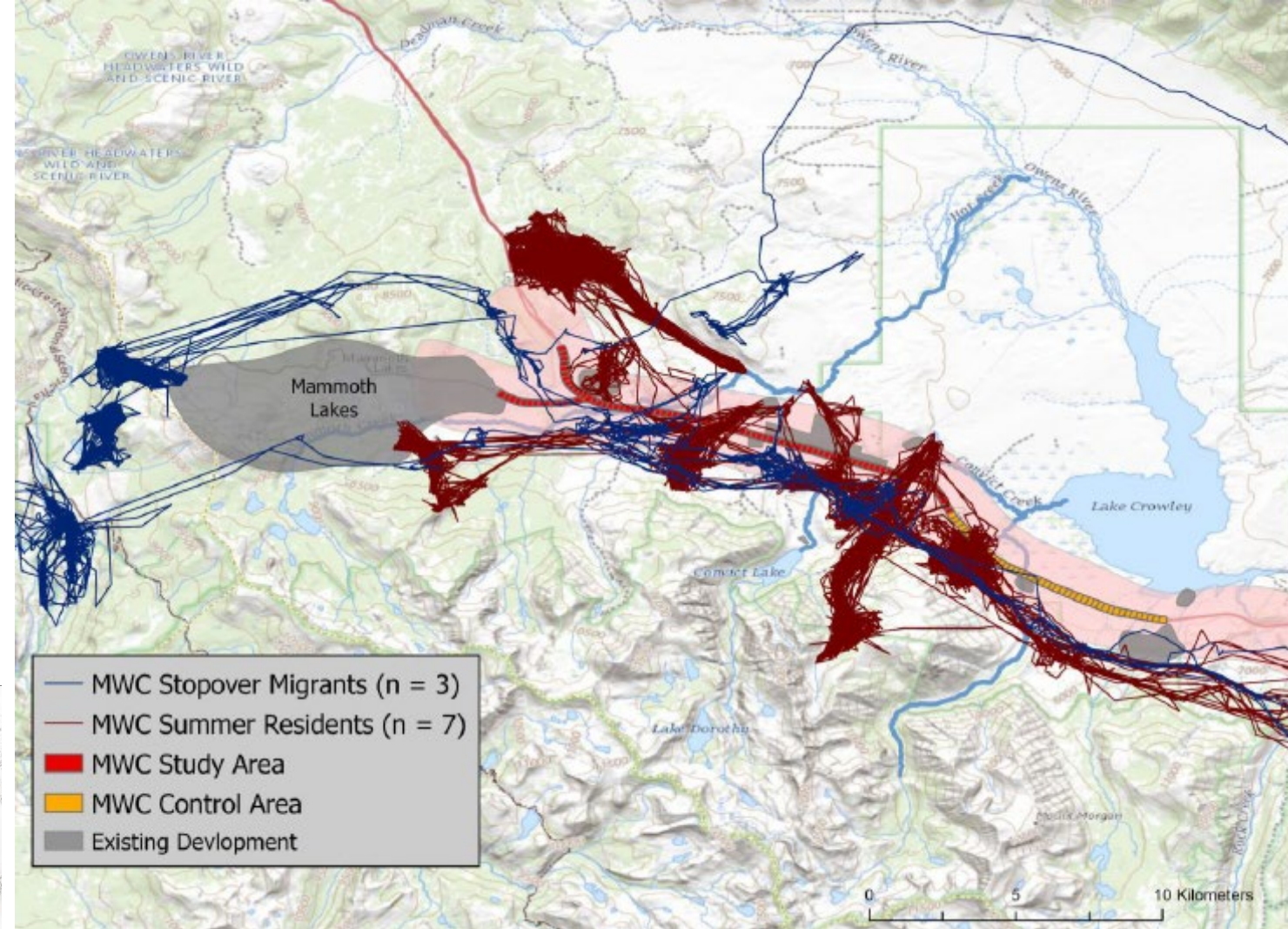
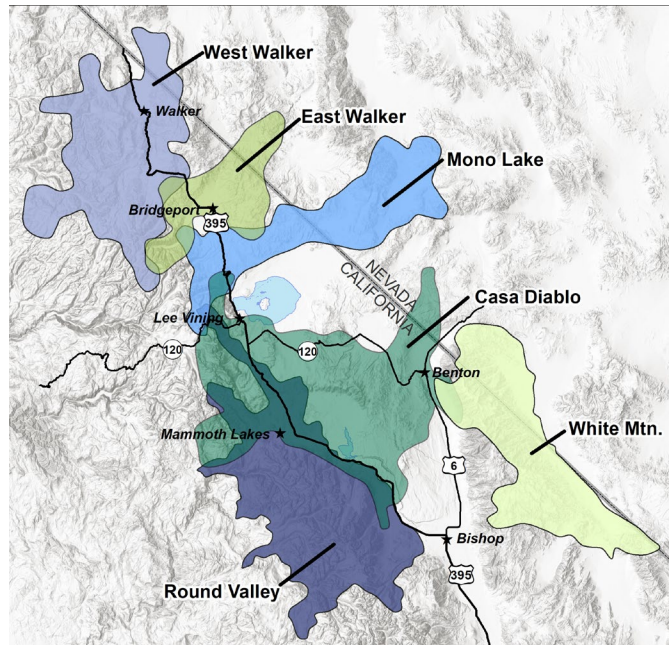
Research

- CDFW Region 6 Bishop Office
 - USFWS S.O. 3362 Grant- GPS collar study on Mule deer in Mono County
 - Remote wildlife camera study
 - 2-year intensive roadkill study
- Graduate Research Student- Dan Taylor (Utah State University)
 - “Quantifying the impacts and assessing the permeability of a divided four-lane highway on migratory mule deer”



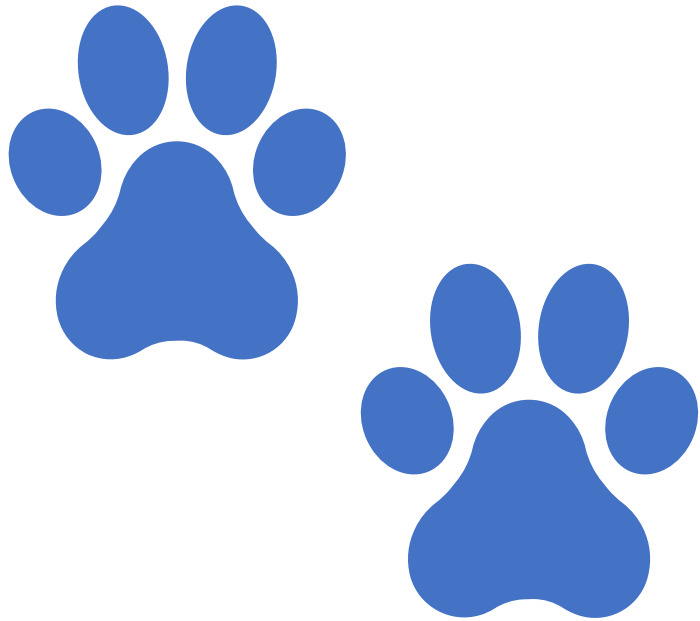
CDFW GPS Collar Study

- 42 mule deer captured
- Migration movements mapped
- Resident daily movements



Wildlife Camera Study

- Attached cameras to fencing and existing structures
- Documented wildlife species in project area
- Documented use of Mammoth Creek bridge









2020-07-18 6:56:01 AM M 2/5

44°F



LUH20 1A

RECONYX

2019-08-02 2:17:21 PM M 6/10

77°F





2013-07-30 0:11:27 PM 1710

VS 071



2019-09-24 11:56:47 PM M 1/10

49°F







2019-05-19 8:58:42 AM M 1/10

41°F



MWC19-8

RECONYX



Wildlife Conservation Board Grant- Prop. 68

2019- Applied

Full Proposal Requested by WCB

Requested: \$3,357,000; PA&ED & PS&E for Concept 1

Unsuccessful

2020- Applied

Pre-Application only; full proposal not requested

Requested: \$2,972,000; PA&ED only for Concept 1

Unsuccessful

2021- Applied

Full Proposal Requested by WCB

Requested: \$914,000; PA&ED for Concept 5

Approved



Wildlife Conservation Board

Wildlife Corridor and Fish Passage Program

2021 Public Solicitation Notice



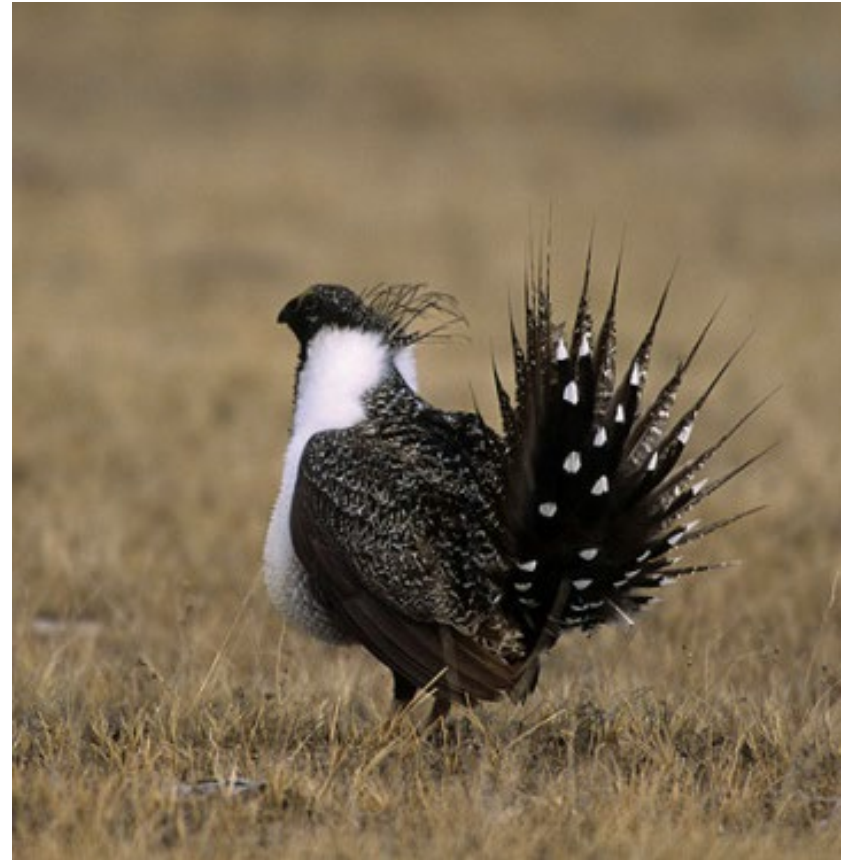
Next Steps

- Wildlife Conservation Board Grant (Prop. 68)- submitted pre-proposal on Oct. 5, 2021 for Concept 5
 - On Dec. 20, 2021 received **confirmation** of funding
 - July 2022- WCB requested updated estimate for Concept 1 (\$2.8 million-PA&ED)
 - Nov. 2022 Board meeting to confirm funding
 - **Confirmed \$3.17 million**
 - Started studies in Spring 2023
 - Continue working with ESWST to find additional funds (private, grants) for future phases



Current Status

- Purpose: Ensure migration connectivity and reduce wildlife-vehicle collisions with installation of wildlife crossing structures and exclusion fencing
- Updated locations of crossing structures:
 - 2 new over crossings at Morrison Hill, Hot Creek Road
 - 1 new under crossings at Convict Creek
 - Modifications to Mammoth Creek Bridge
 - SR 203- wildlife detection system
 - 18 miles of fencing and 7 jump outs



Mammoth Lakes 395 Wildlife Crossing

Mono County

US 395 Post Miles 19.67, 20.23, 23.34, R25.07

SR 203



Structure Type

— Overcrossing

— Undercrossing

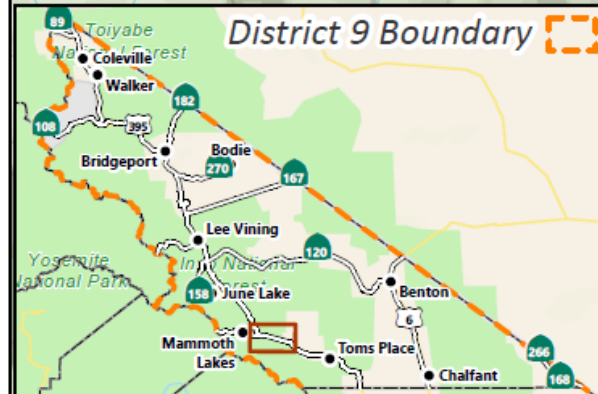
Location 4
Mammoth Creek
US 395 PM R25.07

Location 2
Convict Creek
US 395 PM 20.23

Location 5
Wildlife Detection System
SR 203

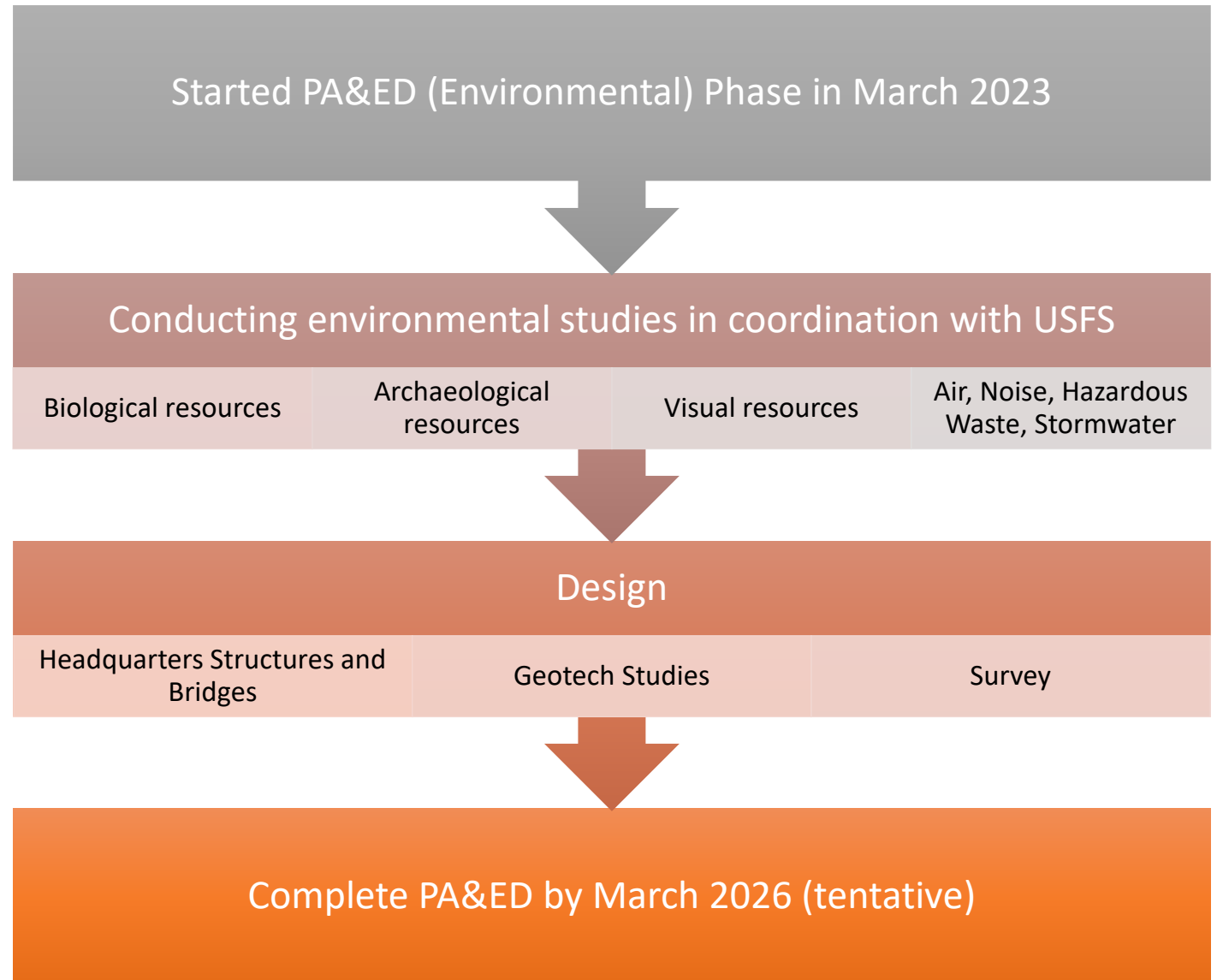
Location 3
Hot Creek Road
US 395 PM 23.34

Location 1
McGee Curve
US 395 PM 19.67



0 1 2 Miles

PA&ED Phase- In Progress



FHWA IIJA Wildlife Connectivity Pilot Program Grant

- 2024/2025 FY WCPP Grant Cycle
 - Grant application due: September 4, 2024
 - Requires 20% Match
 - Estimated Cost for PS&E: \$10M (\$8M- grant; \$2M- match)
 - Match source likely private funds raised by NGO partners
 - Need lead grant applicant
 - Cannot be Caltrans due to new grant policy
 - Discussing with Mono County
 - Need Letters of Support for grant application

Questions?





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



August 20, 2024

U.S. Department of Transportation
Federal Highway Administration
Attn: Wildlife Crossings Pilot Program
1200 New Jersey Ave., SE
Washington, D.C. 20590

RE: FHWA WCPP Grant Application for the Mammoth Lakes U.S. 395 Wildlife Crossing Project

To Whom it May Concern:

The Inyo County Board of Supervisors strongly supports the Mono County application for project funding through the Federal Highways Administration (FHWA) Wildlife Crossings Pilot Program. Mono County in partnership with Caltrans District 9 is seeking funding for the design phase of the Mammoth Lakes U.S. 395 Wildlife Crossing project, which would develop a wildlife crossing corridor with the objective of reducing Wildlife Vehicle Collisions (WVCs) on United States Route 395 and State Route 203 in Mono County, CA.

This corridor outside Mammoth Lakes has a high concentration of WVCs – primarily involving mule deer – and is considered a high priority corridor by the Bureau of Land Management and National Fish and Wildlife Foundation in the California State Action Plan for Mule Deer (USDI S.O. 3362). This area is also included as a high priority in the California Department of Fish and Wildlife Barriers Priority List and the California Essential Habitat Connectivity report. This project has garnered widespread support and is a collaboration between many state, federal, local, and non-profit groups and agencies that make up our Eastern Sierra Wildlife Stewardship Team.

Mono County is requesting \$8 million of the \$10 million total projected cost to complete engineering design and acquire permits and property needed prior to construction of two overpasses, one underpass, existing bridge enhancements, a wildlife detection system, wildlife exclusion fencing and jump-outs. We fully support Mono County and Caltrans' efforts to complete planning necessary to move toward implementation of this project. This project fully meets the program priorities and solicitation focus for the Wildlife Crossings Pilot Program as outlined in FHWA's notice of funding opportunity.

The areas adjacent to these roadways host significant wildlife habitat, supporting populations of resident and migratory species – including the threatened bi-state sage grouse – and play an especially critical role for migrating mule deer in the spring and fall. In 2016, Caltrans District 9 completed a feasibility study for wildlife-vehicle collision reduction in Mono County, and this study makes clear that the proposed project area needs mitigation efforts in order to reduce deer mortality on these roadways:

"The seven-mile stretch of U.S. Highway 395, from Crowley Lake Dr. to the junction with SR 203, accounts for more than double the number of deceased deer removed by Caltrans Maintenance forces compared to any other seven-mile stretch of U.S. 395 within District 9 and accounts for 43% of reported collisions for this area of US 395. This seven-mile stretch of highway also contains the largest hotspot, or a specific location of concentrated WVCs, within the district ..."

As your department is no doubt aware, numerous case studies show that wildlife crossings and other mitigation efforts are effective means of decreasing wildlife mortality and increasing habitat connectivity. If awarded, funding will also allow Mono County, Caltrans, and their partners to continue to seek additional State and Federal funding to support completion of subsequent project development phases as well as the full implementation of this important project.

We look forward to working with Mono County and Caltrans and our partners during the planning and implementation phases of this project, and respectfully request Federal Highway Administration's consideration of this funding request.

Sincerely,

Matt Kingsley
Chairperson
Inyo County Board of Supervisors



Inyo Council for the Arts

150 Willow St. Bishop CA 93514 / Phone: 760.873.8014 / Fax: 760.873.5518 / www.inyo.org

June 26th, 2024

Inyo County Board of Supervisors
P.O. Drawer N.
Independence, CA 93526

Dear Inyo County Board of Supervisors,

Inyo Council for the Arts (ICA) requests closure of the Millpond Recreation Area to the public from Thursday, September 19th, 2024 at 2:00PM, through Monday, September 23rd 2024 at 12:00PM, while we present the 32nd Annual Millpond Music Festival.

We are in the process of preparing the line-up for the festival. Inyo and Mono County students through eighth grade will be admitted free. Free tickets are also offered to underserved constituents including Owens Valley seniors and the Owens Valley Native American tribes.

Sincerely,

Sharon Freilich

Executive Director

Amy Shepherd
Auditor- Controller
ashepherd@inyocounty.us

(760) 878-0343
(760) 872-2700
(760) 876-5559
FAX: (760) 878-0391



COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
P. O. Drawer R
Independence, California 93526

CHRISTIE MARTINDALE
Assistant Auditor-Controller
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GRAE BIGGS
Office Technician II
gbigg@inyocounty.us

MARISA CLARKSON
Office Technician I
mclarkson@inyocounty.us

August 1, 2024

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By:  Deputy
Marissa Silvas

STATEMENT
MONEY IN COUNTY TREASURY

FOR MARCH 29, 2024-JUNE 28, 2024

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending June 28, 2024

Amount of money that should be in the treasury on JUNE 28, 2024

is	\$239,821,359.77	
Receipts from 032924-062824	\$68,342,775.27	
(Less paid warrants) Amount actually therein is	(\$66,055,352.29)	
Active Balance		\$19,208,471.36
BANK DEP ON HAND		\$0.00
BMO MONEY MARKET		\$3,681,196.52
LAIF		\$31,000,000.00
UBS MONEY MARKET		\$3,500,000.00
LOCAL AGENCY DEBT		\$55,704.74
FEDERAL AGENCIES		\$159,961,320.00
FA-TREASURY NOTES/BONDS		\$14,724,656.94
COMMERICAL PAPERS		\$14,410,363.89
CORPORATE OBLIGATION		\$0.00
CD		\$4,214,000.00
US BANK MONEY MARKET		\$0.00
CHECKS		\$0.00
CURRENCY		\$13,330.00
SILVER		\$49.81
	242,108,782.75	\$250,769,093.26

Difference:

03/28/24 CUSIP# 62479LCU7- MATURED	(\$4,871,270.83)
03/28/24 CUSIP# 62479LML6- SETTLEMENT	\$4,810,875.00
03/28/24 CP PURCHASE- CUSIP 62479LML6	(\$4,810,875.00)
AUD PY- PIONEER PERS	(\$596.22)
AUD PY- PIONEER PERS	(\$2,442.60)
AUD PY-PERS	(\$15,241.75)
AUD PY-PERS	(\$17,516.38)
AUD PY-PERS	(\$40,262.92)
AUD PY-PERS	(\$68,211.90)
AUD PY-PERS	(\$143,793.71)
ICOE PY-CBA STATE TAXES	(\$1,985.54)
ICOE PY-TEC STATE TAXES	(\$2,537.81)
ICOE PY-YTHBLD STATE TAXES	(\$5,793.50)
ICOE PY-CBA STATE TAXES	(\$8,089.59)
ICOE PY-TEC STATE TAXES	(\$8,221.15)
ICOE PY-YTHBLD STATE TAXES	(\$18,657.25)
ICOE PY-LAEC FEDERAL TAXES	(\$65,509.71)
ICOE PY-YTHBLD FEDERAL TAXES	(\$76,532.40)
ICOE PY-STATE TAXES	(\$123,273.16)
ICOE PY-FEDERAL TAXES	(\$549,934.81)
ICOE PY-PAYROLL	(\$2,835,408.42)
06/28/24 CUSIP# 63873JFU9- MATURED	\$5,000,000.00
06/28/24 CUSIP# 63873JQQ6- SETTLEMENT	(\$4,806,843.06)
06/26/24 TREASUR(2) CHKS READ \$56.51 NOT \$56.61	\$0.20
DIFFERENCE TOTALS	(\$9,680,310.51)

Amy Shepherd

County Auditor



Subscribed and sworn to before me this

1st

day of

August 2024.

[Signature]
Assistant Clerk of the Board of Supervisors
INYO COUNTY