

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Public Notices: (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

Note: Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

August 9, 2022 – 8 A.M.

AMENDED TO CHANGE START TIME

1. **PUBLIC COMMENT ON CLOSED SESSION ITEM(S)** (Comments may be time-limited.)

CLOSED SESSION

2. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957** – Title: County Administrator.
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code §54957** – Title: County Administrator.
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Administrative Officer Leslie Chapman, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Health and Human

Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.
5. ***PLEDGE OF ALLEGIANCE***
 6. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW***
 7. ***PUBLIC COMMENT*** (*Comments may be time-limited*)
 8. ***COUNTY DEPARTMENT REPORTS***

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

9. **County Administrator** - Request Board approve a letter to the Honorable Stephen M. Place, Presiding Judge, Inyo County Superior Court, expressing gratitude for the 2021-2022 Grand Jury's service, and authorize the County Administrator to sign.
10. **County Administrator - Emergency Services** - Request Board approve Ordinance 1286 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Inyo County Code Section 18.78.190 and Adding Chapter 18.83 to the Inyo County Code to Permit the Habitation of Temporary Emergency Dwellings After a Disaster."
11. **County Administrator - Information Services** - Request Board authorize the biannual payment for the Diamond Subscription for Cyber Security Awareness Training with KnowBe4 purchased from SHI International, in an amount not to exceed \$15,620.00 for the period of July 3, 2022 to July 3, 2024.
12. **County Administrator - Information Services** - Request Board waive the competitive bidding requirement and then ratify the purchase and authorize the payment in an amount not to exceed \$13,365.00, payable to Dell, Inc., of Round Rock, TX, for the purchase of 3 Microsoft (MS) Windows Server Datacenter licenses under the County's current MS Enterprise Agreement as an Affiliate Customer under the terms of the Riverside Agreement #8084445 with Microsoft.
13. **County Counsel** - Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.
14. **County Counsel** - Request Board approve Ordinance 1285, titled "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing and Replacing Title VI of the Inyo County Code Related to Purchasing."
15. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the California Oral Health Program Grant Agreement No. 22-10167 between the County of Inyo and the California Department of Public Health for the provision of implementing the Inyo County Local Oral Health Program in an amount not to exceed \$715,565 for the period July 1, 2022 to June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Director or designee to sign the

Agreement Funding Application, California Civil Rights Laws Attachment, and Contractor Certification Clauses.

16. **Public Works** - Request Board: A) award the contract for the Diaz Lake Water System Upgrade to Clair Concrete, Inc. of Bishop, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Clair Concrete, Inc. of Bishop, CA in the amount of \$409,190.00, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.
17. **Public Works** - Request Board approve Amendment No. 3 to the contract between the County of Inyo and LSC Transportation Consultants, Inc., of Tahoe City, CA, increasing the contract by \$21,790 to an amount not to exceed \$200,677, and extending the term end date from December 31, 2023 to June 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
18. **Public Works - Recycling & Waste Management** - Request Board approve Resolution No. 2022-28, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Lone Pine Solar Installation Project," and authorize the Chairperson to sign.
19. **Public Works - Recycling & Waste Management** - Request Board: A) waive all gate and disposal fees associated with the Tire Amnesty Events; and B) authorize payment from Recycling & Waste Management to American Refuse, the department's tire hauler, for pickup for these events only, in addition to their existing contract for tire hauling for waste management.

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

20. **Agricultural Commissioner** - Request Board receive a presentation on the 2021 Annual Crop and Livestock Report.
21. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for August 11, 2022.
22. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of August 2, 2022.

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

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

BOARD MEMBERS AND STAFF REPORTS



County of Inyo

County Administrator

CONSENT - ACTION REQUIRED

MEETING: August 9, 2022

FROM: Leslie Chapman

SUBJECT: Letter of Appreciation to 2021-2022 Inyo County Grand Jury

RECOMMENDED ACTION:

Request Board approve a letter to the Honorable Stephen M. Place, Presiding Judge, Inyo County Superior Court, expressing gratitude for the 2021-2022 Grand Jury's service, and authorize the County Administrator to sign.

SUMMARY/JUSTIFICATION:

The Inyo County Grand Jury served its 2021-2022 Grand Jury Final Report on the Board of Supervisors via email on July 14, 2022. Ordinarily, per state law, the Board of Supervisors would have 90 days from the date of service by which to respond to the jury's findings and recommendations. However, this year, the report does not contain any findings or recommendations for the Board and, as such, a response is not required.

Nevertheless, the County wishes to express its gratitude for the Jury's service and efforts on behalf of the citizens of Inyo County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board may direct revisions or edits to the letter, or decline to approve it. The latter option is not recommended, however.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There are no fiscal impacts to the County associated with the letter of appreciation.

ATTACHMENTS:

1. Grand Jury Appreciation Letter 2022
2. Final 21-22 Grand Jury Report

APPROVALS:

Darcy Ellis
John Vallejo
Leslie Chapman

Created/Initiated - 8/3/2022
Approved - 8/3/2022
Final Approval - 8/4/2022



COUNTY OF INYO
ADMINISTRATOR'S OFFICE
LESLIE L. CHAPMAN
COUNTY ADMINISTRATIVE OFFICER



August 9, 2022

The Honorable Stephen M. Place
Presiding Judge, Inyo County Superior Court
Inyo County Courthouse
Independence, CA 93526

SUBJECT: 2021-2022 Grand Jury Report

Dear Judge Place:

On behalf of the Board of Supervisors, all County departments, and the County as a whole, I would like to take this opportunity to thank the members of the 2021-2022 Grand Jury for their work in preparing the 2021-2022 Grand Jury Final Report.

As you're aware, the document includes reports on detention facilities, including the Inyo County Jail and Juvenile Detention Facility. No formal report, with findings or recommendations, was prepared on these facilities. As such, a response from the Board of Supervisors is not required. The Board nevertheless wants to convey to the Grand Jury its gratitude for the jurors' conscientious efforts and dedication. The Board is especially grateful and impressed that the jury took the time to include the Juvenile Detention Facility in its annual inquiry. As stated in the report, "Even though we do not have a currently used Juvenile Detention facility in Inyo County to inspect at this time, we decided that our citizenry would like to know why and to hear of the progress that has been made on keeping our Juveniles out of detention and out of trouble while saving significant amounts of money for our County."

Again, on behalf of the Board of Supervisors, I want to express the County's appreciation for the Grand Jury's efforts in promoting government accountability in its capacity as a representative of the citizens of Inyo County.

Sincerely,

Leslie L. Chapman,
Administrator
County of Inyo

cc: Inyo County Board of Supervisors

EL CAMINO SIERRA™

P. O. Drawer N, Independence, CA 93526
VOX (760) 878-0292 • FAX (760) 878-0465
lchapman@inyocounty.us



Fiscal Year 2021-2022

Inyo County Grand Jury

Final Report



Inyo County Grand Jury

PO Box 401
Independence, CA 93526

June 13, 2022

Hon. Stephen M Place
Judge of the Superior Court
For Inyo County CA

Dear Judge Place,

2021-2022 Grand Jury Report

It is our pleasure to present to you the Inyo County Grand Jury report for the fiscal year 2021-2022.

We fulfilled our specific duty to inquire into the management and condition of "public prisons" in the county (PC §919(b)) by visiting all the detention facilities in the County and writing a report.

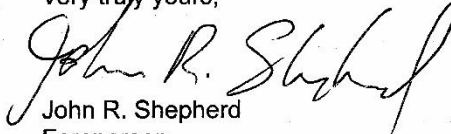
In addition to our formal reports, we did inquire into other subjects and decided either not to investigate or not to report.

Throughout the year the ten members of the Grand Jury worked well together looking for ways to benefit the citizens of Inyo County. The reports we present represent the substantial contribution by every member of the Grand Jury.

Our tasks benefited greatly by the cooperation and generosity of time of many officials of many departments and special districts of the County who will not be individually named to preserve their confidentiality. We appreciate your support and your staff, especially Alyse Canton.

Thank you for the opportunity to serve on the Grand Jury

Very truly yours,


John R. Shepherd
Foreperson.

**2021-2022 Inyo County Grand Jury Final Report
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2021-2022 Inyo County Grand Jury

Ted Carleton

Bishop

Daniel Cutshall

Starlight

Samanta Del Giudice

Chipmunk Canyon
Foreperson Pro Tem

John Harris

Bishop

Karen Palley

Cartago

Mike Sharkey

Starlight

John Shepherd

Mustang Mesa
Foreperson

Gail Swain

Bishop

Milton Tate

Starlight

Introduction

In California, the grand jury system consists of 58 separate grand juries—one in each county—that are convened on an annual (July–June) basis by the Superior Court to serve a “watchdog” function, investigating and reporting on the operations of local government.

With regard to its watchdog authority, the civil grand jury is well suited to the effective investigation of local governments because it is an independent body, operationally separate from the entities and officials it investigates. It conducts its investigations under the auspices of the Superior Court and has broad access to public officials, employees, records and information.

The grand jury's fact-finding efforts result in written reports which contain specific recommendations aimed at identifying problems and offering recommendations for improving government operations and enhancing responsiveness. In this way, the grand jury acts as a representative of county residents in promoting government accountability

Serving on the Inyo Grand Jury is a privilege, a duty and an opportunity. A privilege to be trusted with the authority granted to Grand Juries in California, a duty to investigate issues thoroughly with complete objectivity, and the opportunity to serve the citizens of our County by suggesting ways to improve the efficacy and efficiency of local government.

It should be noted that the Grand Jury receives many complaints and referrals during its year of service. Each complaint is carefully reviewed. A confirmation is sent to all complainants that identify themselves explaining their complaint will be evaluated by the Jury for possible investigation. Unfortunately, in addition to its basic merits, the timing of the complaint, the number of on-going investigations, and the number of members available to investigate are also components in the decision to conduct an investigation.

The following reports represent the efforts of the ten members of the Inyo Grand Jury for the fiscal year 2021-22. We hope our findings and recommendations will lead to some incremental improvements in local government and overall benefits to the citizens of Inyo County.



2021-22 Inyo County Grand Jury Report

**Sustainability and Transparency of Home Healthcare
Services Under Northern Inyo Healthcare District**

Summary

This investigation was prompted by concerns regarding the administration and sustainability of professional home health care within the Northern Inyo Healthcare District (NIHD), which operates Northern Inyo Hospital (NIH) in Bishop. In 2018 NIHD purchased sole membership in Pioneer Home Health Care, Inc (PHHC), a nonprofit corporation providing home health care services in the Northern Inyo/Southern Mono region. This purchase gave NIHD apex executive power over PHHC. PHHC provides a valued service to citizens of the Inyo/Mono area, and it fulfills an important role for NIH. Namely, it allows NIH to discharge patients from hospital treatment into professional home health care. Prior to purchase by NIHD, PHHC operated as a separate corporate entity receiving patient referrals from NIH; at that time it was suffering from revenue shortfalls. Following the purchase, NIHD joined the leadership structure of PHHC. With the assumption of this role, NIHD acted as the de facto financial safety net for PHHC, and PHHC as a de facto subsidiary of NIHD.

Prior to the arrival of COVID relief funding, NIHD supported PHHC with cash contributions, month-to-month cash transfers, and equipment purchases. These subsidies amounted to over one million dollars and accounted for approximately a third of PHHC's income from 2018 through 2020. It is apparent to the jury that PHHC may face a challenge to its continued operation without future subsidy from NIHD. Our investigation found no subsidy or assistance attributed to NIHD in any of PHHC's publicly available documents, and less than half of the total subsidies represented in NIHD's public-facing documents. Most of the total of NIHD's budget subsidies to PHHC came from cash transfers evidently authorized by NIHD's prior Chief Executive Officer (CEO) outside of any contribution agreement. These transfers were alluded to both in email communications obtained under the California Public Records Act (CPRA) and interviews conducted by the Grand Jury but could not be fully accounted for until specific documents were obtained from NIHD by request and from PHHC by subpoena.

Given the importance of professional home health care to the patients of NIH and the Northern Inyo/Southern Mono area currently served by PHHC, the jury advises that NIHD continue to develop policies to support its home health care component in a forward-looking manner. Concerning transparency, the jury found that since the purchase, PHHC has existed in a penumbra between transparency and privacy, but there is a reasonable expectation, if not legal requirement, for transparency which emanates from NIHD as a public agency; therefore, the jury advises that NIHD and PHHC examine PHHC's transparency as a legal and de facto subsidiary of NIHD.

Background

NIHD is a special district of Inyo County that operates the Northern Inyo Hospital. PHHC has operated as a professional home health care provider for our area since 1990, first as a for-profit business, and later as a non-profit corporation beginning in 1999. As per its bylaws, PHHC provides “the care of (but not necessarily limited to) Skilled Nursing, Physical Therapy, Occupational Therapy, Speech Therapy, Medical Social Worker, and Home Health Aide to patients (especially the frail and elderly), in their home, under their physicians’ plan of care”, regardless of ability to pay, and “information, education, support and referral services to the general community.” PHHC’s 2020 Internal Revenue Service (IRS) Return of Organization Exempt from Income Tax Form 990 states their mission as follows: “To establish and maintain comprehensive home health care services for all needy members of the communities of Inyo and Mono Counties, with special attention to the needs of the frail, elderly, and homebound.” PHHC’s area of operation covers Northern Inyo County from Lone Pine northward as far as June Lake and Benton in southern Mono County. The Grand Jury was informed that the number of patients or cases which are candidates for home health care varies from year to year, but demand for these services (measured in active or pending patient referrals) typically exceeds treatment capacity.¹ A great deal of PHHC’s income is derived from patients who are covered by Medicare.² Medicare requires that home health care be ordered by a medical doctor as a condition of coverage, among other stipulations.³ It has been the normal mode of operation for PHHC to acquire patients via referrals from NIH.⁴

PHHC’s IRS Form 990 filings, as available for download from the IRS website⁵, show that for the years 2015 through 2018 PHHC was operating with a significant negative revenue balance.

PHHC Form 990, Line 19: Revenue Less Expenses

2011	2012	2013	2014	2015	2016	2017	2018
\$57,819	\$50,731	\$26,863	\$189,602	-\$79,704	-\$123,376	-\$159,296	-\$195,481

¹ Source: in-person interviews

² Interviews and PHHC internal accounting

³ Interviews and www.medicare.gov

⁴ Interviews

⁵ www.irs.gov

Beginning in September 2017, NIHD leadership came to the aid of PHHC, first with a loan agreement of \$75,000, then a contribution of \$300,000 completed in September 2018, followed by a cash transfer of \$100,000 in December 2018. The total support through 2018 was \$475,000.⁶

2017-2018 Public Money Support of PHHC

Loan	Cash	Purchase	Total
\$75,000	\$100,000	\$300,000	\$475,000

According to NIHD documents, NIHD’s legal counsel could find no security agreement or deed of trust against PHHC assets to secure the loan to PHHC⁷. The Grand Jury has not been able to identify any agreement, expectation, or contract regarding the \$100,000 contribution. The \$300,000 contribution resulted from a contractual agreement between NIHD and PHHC effective August 31, 2018,⁸ the essence of which is as follows:

- 1) NIHD becomes “Sole Corporate Member” at PHHC and has a Director on PHHC’s Board.
- 2) NIHD contributes \$300,000 to PHHC.
- 3) PHHC Salaries and compensation will be adjusted to “parallel” those of NIHD.

California nonprofit corporations are required to have a president, secretary and board of directors. Membership is an optional additional layer of corporate structure, wherein the members perform certain oversight duties: at minimum these include voting on board membership and meeting at least annually. A special variant of the membership structure is the single or sole member corporation, in which the membership consists of only one person. In California this “person” may be either an individual or an organization—in this case the organization is NIHD. The sole member structure is commonly used to maintain control of a subsidiary nonprofit. Several examples of common use cases would be: a) a founder wishes to maintain control of the nonprofit they created, b) a larger nonprofit seeks to spawn a smaller subsidiary nonprofit which will operate separately, but is kept “on mission” by the larger nonprofit, and c) a smaller nonprofit at a critical financial juncture or inflection point becomes subsidiary to a larger nonprofit which presumably provides some form of assistance and oversight while allowing the smaller nonprofit to retain its corporate identity. In the third case (c), sole

⁶ An internal accounting document obtained from NIHD places the loan and the cash transfer both in fiscal year 2018, the contribution in fiscal year 2019; the dates have been reconciled from other sources.

⁷ NIHD board meeting packet Aug 19, 2020

⁸ NIHD-PHHC document “Capital Contribution Agreement”

member structure is popular because it can be accomplished rapidly with minimal transitional overhead costs via an agreement and alteration of the subsidiary’s bylaws, and because it provides the sole member great latitude and discretion over the extent to which the subsidiary changes its operations after the agreement. This is in contrast to a merger or whole acquisition which requires a great deal more legal and possibly regulatory overhead. Sole Member structure is sometimes adopted as an intermediary step to outright acquisition. In any of these cases, the sole member exerts control via certain special powers afforded by the rights of members under California law, as well as any related contractual agreements, and any portions of the subsidiary corporation’s bylaws and articles of incorporation that pertain to members. Under the Sole Member arrangement, key powers afforded to NIHD include:

1. NIHD can veto nominees to the Board of Directors,
2. NIHD can unilaterally remove directors from the PHHC Board without cause,
3. NIHD has veto power over any changes to PHHC’s governing documents, and
4. NIHD’s member status cannot be revoked without NIHD’s consent.⁹

It was a condition of the purchase agreement that PHHC “adjust its salary scale to parallel that of the District, basing its adjustment upon at least two salary surveys of United States Community health care systems”, and “modify its employee benefits to parallel those of the District”.¹⁰ Employee benefits included contributions into employee retirement accounts as a percentage of salary, at the same rate as NIH employees.¹¹ Salary adjustments were required within two weeks of the August 31 closing date, and benefits adjustments within 90 days of closing. Thus, when evaluating financials it must be remembered that the resultant increases were in effect for the latter portion of 2018.

It can be seen below that PHHC’s reported total gross expenses increased by approximately 50% following purchase: a comparison of the pre-purchase year, 2017, to post-purchase year, 2019, yields an increase of 59.8%; comparing the average of 2017 and 2018 to the average of 2019 and 2020 yields a 44% increase in total expenses at PHHC. The average of these two alternate calculation methods is 51.9%.

PHHC Form 990, Line 18: Total Expenses

2017	2018	2019	2020
\$1,152,315	\$1,371,730	\$1,841,547	\$1,794,570

⁹ PHHC Amended and Restated Bylaws Aug 31, 2018

¹⁰ NIHD-PHHC document “Capital Contribution Agreement”

¹¹ Source: Interviews

The bulk of the increase in total expenses at PHHC following purchase comes from employee compensation costs, which likewise increased by approximately 50% following the NIHD/PHHC purchase agreement.

PHHC Form 990, Line 15: Salaries, Compensation, Benefits

2017	2018	2019	2020
\$958,860	\$1,081,041	\$1,497,351	\$1,531,596

The jury was informed that beginning in early 2019 PHHC repeatedly lacked funds to continue operation and pay its employees.¹² These deficits were alleviated with at least \$515,000 in direct cash transfers from NIHD to PHHC in response to requests for support from PHHC’s then-head administrator to NIH’s then-CEO, who directed the NIH CFO to complete the transfers.¹³ Other support included equipment purchases funded by NIHD¹⁴. A PHHC internal accounting summary lists NIHD support for 2019 as \$565,000. This number will be used for subsequent calculations except where otherwise noted.

Year 2019 Cash and Equipment Support of PHHC From NIHD, Per NIHD Document

Feb	Mar	Apr	May	Jul	Aug	Oct	Dec	Eqpt	Total
\$80,000	\$80,000	\$50,000	\$70,000	\$80,000	\$50,000	\$60,000	\$45,000	\$18,416	\$533,416

For the year 2020, data from NIHD and PHHC documents list cash from NIHD and pandemic-relief funding totaling \$479,917.¹⁵

Year 2020 Public Money Support of PHHC

PPP Loan	CARES Act/PRF Grant	NIHD Cash	Total
\$290,951	\$43,966	\$145,000	\$479,917

¹² Source: interviews

¹³ Interviews, NIHD accounting, CPRA emails

¹⁴ Interviews, NIHD and PHHC accounting, CPRA emails

¹⁵ NIHD and PHHC accounting

Discussion

Pattern of Deficit and Subsidy

Immediately preceding and subsequent to purchase by NIHD, PHHC has been consistently buttressed by outside funding from public sources, either from NIHD or government pandemic-relief funding.

Summary of Public Money Support of PHHC

2018	2019	2020
\$475,000	\$565,000	\$479,917

Subtracting outside public money support from PHHC's revenue balance for the past six years that are available at time of writing gives the following:

PHHC Form 990, Line 19: Revenue Less Expenses, Less Public Money Support

2015	2016	2017	2018	2019	2020
-\$79,704	-\$123,376	-\$234,296	-\$595,481	-\$594,855	-\$190,841

(Years including NIHD support in red)

Source of the Large Deficit

It was a condition of NIHD's purchase agreement that PHHC adjust its salary scale and benefits to parallel that of NIHD, based upon surveys of other community health care systems. The Grand Jury was informed that the intention of these raises was to increase retention and acquisition of practitioners (e.g. home health care nurses).¹⁶ However we also note that the raises were applied across all employee positions such that, for example, the head administrators would also receive a substantial increase in salary and benefits, commensurate with job title and number of years employed; subpoenaed documents accordingly show that the salary for the top administrator approximately doubled following the purchase of PHHC.¹⁷ The Grand Jury has not evaluated whether the stated policy for determining equivalency of staff positions at the two organizations was followed, nor the accuracy of the resultant compensations, as this was outside the practical scope of our investigation. The Grand Jury was able to discern that in partnership with NIHD leadership, PHHC conducted a search for a head

¹⁶ Interviews

¹⁷ PHHC accounting, CPRA emails

administrator. Documents indicate recruiting costs of \$43,248, and the hiring of a candidate to fill the position; this individual was terminated without severance soon thereafter. Subsequently, the head administrator at PHHC transitioned to an off-site advisory role and was replaced with an internal hire.¹⁸

“Sole Corporate Member” Rights and Responsibilities - What did we buy?

Under the 2018 contribution agreement, NIHD assumed the role of “Sole Corporate Member” at PHHC. Under California law a “member” of a non-profit corporation may be either an individual or a corporation. The law affords members certain rights to records, reports of accounting, notice and minutes of meetings, and the right to vote on matters such as appointments of directors. PHHC’s amended and restated bylaws under the contribution agreement provide that NIHD “shall be the only member entitled to exercise fully all rights and privileges of members of nonprofit corporations under the California Nonprofit Public Benefit Corporation Law, and all other applicable laws”, and that these rights will be exercised by NIHD’s Board of Directors. Additional rights gained by NIHD are specified in the contribution agreement, PHHC’s bylaws, and PHHC’s Articles of Incorporation. For the purposes of our investigation, the most salient points the Grand Jury found to result from the purchase agreement are that NIHD is entitled to:

1. access to information including records of Board activities,
2. an annual report of PHHC’s financial accounting of the prior fiscal year,
3. membership in PHHC’s board of directors,
4. the right to veto nominees or remove directors from PHHC’s board without cause,
5. the right to any PHHC assets which may remain upon dissolution of PHHC.¹⁹

The agreement does not allow NIHD to share any revenue generated by PHHC, does not make NIHD liable for PHHC’s debts, and PHHC is barred from levying or collecting assessments against NIHD as Member. NIHD Board meeting materials place NIHD at the top of PHHC’s organizational chart, and describe its member rights thusly, “These powers are the key to the district’s control over PHHC. If the District concludes that the directors are moving the nonprofit in the wrong direction, then the District could remove them and get new directors.”²⁰ This statement is consistent with the normal usage of the single member corporate structure as a mechanism for a single entity (in this case NIHD) to maintain control of a non-profit corporation.

¹⁸ Interviews, PHHC accounting, CPRA emails

¹⁹ PHHC Amended and Restated Articles of Incorporation, Article 4

²⁰ NIHD Board Meeting Packet Aug 19, 2020

The Grand Jury found that other documentation, communications and meeting reports show that NIHD leadership considered the agreement to be a “purchase of PHHC”, and finds also that the communications and practices between NIHD and PHHC immediately subsequent to the execution of the agreement bear out the notion that the NIHD CEO acquired an unusual degree of ultimate executive power and oversight of PHHC leadership.²¹ In conjunction there was an apparent expectation that NIHD would be liable for PHHC’s continued financial solvency, which is exactly what occurred. As PHHC was largely uncooperative with this investigation, and the NIHD leadership who promoted and executed the agreement are no longer employed at NIHD and thus were not interviewed, it remains unclear to the Grand Jury why policy for the continued financial support of PHHC was not stipulated in the agreement, given that one of the contractual requirements within the same agreement would predictably necessitate a 50% increase in the expenses of a corporation already posting serious revenue deficits for four years running with minimal liquid assets. At the time of the agreement, PHHC had an experienced Board of Directors, a president and head administrator who had each served many years in their positions, and the NIHD’s then-CEO, in addition to being a medical doctor also held a Master of Business Administration degree and had the counsel of NIHD’s then-Chief Financial Officer. Notably, the Grand Jury has not found evidence that post-purchase financial support by NIHD in 2019 complied with the stipulation that NIHD exercise its member power via its Board of Directors as opposed to unilateral action by its CEO. Arguably the CEO may have been acting as the appointed representative of the Board with executive power, but after review of available materials and witness interviews this distinction remains unclear. To wit, the Grand Jury was informed that current NIHD policy specifically requires any further transfers to PHHC of over \$10,000 must have NIHD Board approval. The Grand Jury was informed that NIHD has thus far not exercised its power to remove or veto directors of PHHC’s board.²² In 2020 NIHD leadership reported that legal counsel had examined all records and documents relating to its relationship with PHHC and found no agreements requiring NIHD to compensate PHHC for services PHHC provided to medical patients in the community.²³

Were PHHC a department within NIHD, the issues of this investigation would be largely moot: PHHC’s sphere of practice would be aligned precisely with NIHD’s mission, and PHHC’s budget, administration and transparency would be contained within that of NIHD. As it stands, we find that NIHD’s contractual relationship with PHHC created a

²¹ Interviews, multiple NIHD board meeting documents, CPRA emails

²² Interviews

²³ NIHD Board Meeting Packet Aug 19, 2020

situation in which NIHD provides executive personnel and financial security to a corporation whose interests are, by definition, not precisely aligned with those of NIHD, and the role of PHHC in the operational integrity of NIHD may not be well defined. While the Grand Jury has neither found nor sought violations of policy in the purchase of sole membership in a non-profit corporation with District funds, nor in the decision to continue to provide monetary support of PHHC after purchase, it has found concerns with regard to the reasonable expectation of institutional transparency leading up to and subsequent to this purchase, including a lack of transparency in the expenditure of District funds once they were disbursed to a non-transparent corporate entity.

Transparency: Visibility of Public Funding and Expenditures at PHHC

The Grand Jury found that PHHC is ostensibly “owned” or at least controlled by a public agency, enjoys the pro-bono executive oversight and financial backing of a public agency, yet lacks the transparency that would be required of a public agency or subsidiary of a public agency.

NIHD purchased Sole Member Status in PHHC in 2018 for \$300,000, at which point NIHD became General Member of PHHC and joined PHHC’s Board of Directors. The Board, which includes the NIHD CEO, is responsible for reviewing PHHC’s Form 990 before it is filed with the IRS. Form 990, “Schedule O, Supplemental Information” is a section wherein the IRS provides great freedom for the non-profit corporation to expound at length about their activities.²⁴

Mandatory Schedule O statements can be triggered by Form 990, Part VI “Governance, Management, and Disclosure”, which contains a number of yes/no questions pertinent to the purchase of membership by NIHD.

PHHC Responses, Lines 4-8, Form 990 Part VI²⁵

Part VI **Governance, Management, and Disclosure** For each “Yes” response to lines 2 through 7b below, and for a “No” response to lines 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

²⁴ <https://www.aicpa.org/resources/article/990-schedule-o>

²⁵ Years 2017-2020 are identical

4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4	No
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5	No
6	Did the organization have members or stockholders?	6	No
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a	No
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b	No
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	8a	No
b	Each committee with authority to act on behalf of the governing body?	8b	No

From 2017 to 2020, by answering ‘no’ to lines 4, 6, 7, and 8, PHHC has indicated there were no changes to its governing documents (both the bylaws and articles of incorporation were restated to include NIHD), there were no members with the power to control board membership, there were no members with the power to make other reserved governance decisions or vetoes, nor were there any members at all. An affirmative answer of ‘yes’ to any of these questions would have triggered the requirement for a description of “the circumstances, processes, or changes, in Schedule O”. In line 8 PHHC indicated that meetings and written actions undertaken by the governing body or its committees were not documented, which *does* necessitate an explanation in Schedule O, however none was provided. NIHD was not mentioned in PHHC’s 2018 Form 990. The only evidence of the purchase is found in Schedule O, where the complete entry is as follows: “CONTRIBUTIONS = \$400,000”. The number, source and nature of the contributions is opaque.

NIHD’s cash transactions to PHHC cannot be found in PHHC’s 2019 Form 990, which reports a fortuitous 54.5% increase in Program Service Revenue over the previous year (\$1,796,166 versus \$1,162,685, an increase of \$633,481). This accounting leaves a modest deficit in revenue less expenses of only -\$29,855 (2019 Form 990, Line 19). PHHC’s total revenue for 2019 is reported as follows:

Year 2019 Form 990, Lines 8-12: Revenue

Contributions and grants	\$3,388
Program service revenue	\$1,796,166
Investment income	\$29
Other revenue	\$12,109
Total revenue	\$1,811,692

Thus the \$515,000 of cash payments recorded by NIHD, if present in this accounting, can only be contained within PHHC’s program service revenue, as no other revenue

sources listed are large enough to include them. Internal accounting obtained by subpoena shows that all three of PHHC’s home health service sources of revenue, “Home Health Care”, “Hospice”, and “Personal Care Program” generated a combined \$1,258,493 in 2019. Adding the \$515,000 NIHD reports it contributed to PHHC that year to the revenue from these three service programs brings the total to \$1,773,494, only \$22,672 less than the reported total service revenue. The Grand Jury found that the contributions are not publicly visible in the 2019 Form 990, nor itemized in any publicly available documents the jury found from any source, including NIHD. Year 2019 summary accounting documents provided by PHHC under subpoena, including the Statement of Cash Flows, Balance Sheet, and Profit And Loss statements, are absent any contributions from NIHD, save a single line in the Profit And Loss account that states “NIHD Support \$565,000” with no further explanation or information given. The dollar amounts of the cash transfers and the personal communications coincident with the disbursement of these funds do not indicate that they could be payments for itemized billing of program services rendered to NIHD by PHHC. Witness testimony from both organizations, CPRA and the context of the accounting from both organizations all agree that these repeated payments, ranging from \$45,000 to \$80,000, were cash contributions transferred directly from NIHD accounts so that PHHC could make up for generalized budget deficits and continue its operations.

For 2020, \$479,917 from NIHD and pandemic-relief funding is again not visible in PHHC’s accounting of revenue sources. From 2017 through 2020, other than \$400,000 unattributed contribution in 2018, all loans, grants and contributions from NIHD and COVID-relief programs are invisible as revenue sources and, if present, can only be contained within the aggregate sum of “Program Service Revenue”. Program service revenue is defined in Form 990, Part III, Section A as: “Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization’s tax-exempt purpose”. Simultaneously, line 8, “Contributions and Grants” never comprised more than a tiny portion of PHHC’s reported budget.

Form 990, Lines 8-12: Revenue, by Year

	2017	2018	2019	2020
Contributions and Grants	\$10,216	\$3,069	\$3,388	\$3,556
Program service revenue	\$972,013	\$1,162,685	\$1,796,166	\$2,070,541
Investment income	\$59	\$111	\$29	\$1,409
Other revenue	\$10,731	\$10,384	\$12,109	\$8,140

Total revenue	\$993,019	\$1,176,249	\$1,811,692	\$2,083,646
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PHHCs public-facing documents afforded the appearance of a nearly self-sustaining enterprise, while in reality PHHC was not self-sustaining and only continued to operate through significant infusions of money from NIHD, followed by COVID-relief funding. The Grand Jury was unable to discern the nature and particulars of NIHD’s support of PHHC by reviewing public documents or conducting interviews until very specific, non-public accountings were requested and received.

The answers given in response to Form 990 Part VI lines 4, 6, 7, and 8 regarding governance, management, and disclosure have been identical from the pre-purchase year, 2017, through the latest available year, 2020, and no Schedule O descriptions of sole membership governance by NIHD nor explanation of the non-documentation of meetings and actions of the board has ever been given, despite being explicitly required. If PHHC’s board meetings and actions were conducted with the degree of public transparency required of NIHD, much of the cause for this investigation might have been alleviated. If outside funding from public agencies is, in fact, accounted for in PHHC’s Form 990s, then the reporting methods and lack of supplementary explanations in Schedule O render them generally opaque as revenue. NIHD has been a party to this opacity from 2018 to date, both as Director and as Sole Member at PHHC. The Sole Member is required to receive thorough financial reports at least annually, and directors have legal responsibility for review and approval of PHHC’s accounting prior to IRS filings.

Planning for the Future

In 2020, PHHC began receiving pandemic-relief funding in addition to support from NIHD, and reportedly accrued a significant cash surplus. While the District cannot share this revenue or recoup past expenditures from it, to the extent that the District’s interests are aligned with those of PHHC, this is good news for NIHD and its constituency, as well as the many patients who benefit from the services PHHC provides. However, if past years can be taken as predictive, the position of surplus cannot be expected to continue, based on revenue from patient services alone, under the existing post-purchase operational paradigm.

NIHD’s executive control over PHHC does not appear to explicitly give NIHD the power to directly control the activities and decisions of PHHC via PHHC’s Board, officers, or head administrator. However, the power to remove Directors from the PHHC Board at will and control the appointment of new Directors does appear to give NIHD a broad,

overarching power in the affairs of PHHC. To what extent NIHD continues to operate as financial backstop and benefactor to PHHC remains to be seen, but the conclusion of the Grand Jury remains: the fates of the two organizations, and thus the patients served by them, remain entangled in a highly polarized power structure. In this relationship, the exertion of executive power flows only from NIHD to PHHC, and those powers are quite broad, potentially including the ability to force PHHC to terminate its operations or be subsumed by NIHD by complete purchase. In terms of financial accountability and real support, NIHD has acted as the parent organization to PHHC, and mutual agreements assure that the flow of money may proceed only from NIHD to PHHC.

The Grand Jury has no opinion or expectation regarding the sustainability or profitability of the various components of high quality healthcare afforded to the residents of Inyo County by NIHD. The Grand Jury's finding is that the cost to NIHD of home health care provided by PHHC increased sharply and non-transparently in 2018. The Grand Jury found that after this operational cost increase, PHHC has been substantially supported by public funds. It was found that the expenditure of public funds within PHHC lacked public accountability. When money flowed from NIHD to PHHC it entered a "black box" of spending without public accountability of its eventual fate. The Grand Jury found that although leadership at NIHD has changed since 2019, the issues of PHHC's transparency and status as a financial subsidiary of NIHD have not.

It is not the Grand Jury's intention to denigrate or diminish the tremendous benefits of professional home health care in our area, nor the entities or practitioners that have been providing them. Rather, it is the intention of the jury to promote continued, and ideally expanded, provision of professional home health care as well as to support the practitioners who provide that care. The Grand Jury supports and reiterates PHHC's mission: "To establish and maintain comprehensive home health care services for ALL needy members of the communities of Inyo and Mono Counties, with special attention to the needs of the frail, elderly, and homebound."²⁶

The Grand Jury acknowledges NIHD's mandate and proven ability to provide excellent professional healthcare to the residents of our county in a financially efficient and transparent manner. Thus the Grand Jury recommends that NIHD carefully examine existing policy and, as necessary, craft new policy around the structure, transparency, and strategic financial management of NIHD's relationship with PHHC that is in proportion to the necessity of provision of home health care services by NIHD.

²⁶ PHHC IRS Form 990 and PHHC Articles of Incorporation

Methodology

- 1) The Grand Jury conducted interviews of multiple personnel at both PHHC and NIHD.
- 2) The Grand Jury reviewed public records of both PHHC and NIHD, including NIHD meeting documentation and related materials available under the Ralph M. Brown Act, Government Code 54950.
- 3) The Grand Jury reviewed internal accounting summaries and other financial documents obtained by request from NIHD, and under subpoena from PHHC.
- 4) The Grand Jury reviewed email communications available by California Public Records Act (or CPRA) request.

Findings

- F1** PHHC provides an essential health service to the people of Inyo County.
- F2** Publicly available documents do not provide adequate information to evaluate the adequacy of the current business model or the long term viability of PHHC.
- F3** PHHC operates essentially as a subsidiary of NIHD.
- F4** Publicly available documents do not provide adequate information to effectively evaluate the financial relationship between NIHD and PHHC.

Recommendations

- R1** The Inyo County Grand Jury recommends that the Northern Inyo Health District Board of Directors request the Inyo County District Attorney, or NIHD legal counsel, to review the applicability of Government Code 54950, also known as the Ralph M. Brown Act, to Pioneer Home Health Care by September 30th 2022 (F1, F2, F3, F4).
- R2** The Inyo County Grand Jury recommends that the Northern Inyo Health District Board of Directors establish a policy to review and publish a quarterly report on Pioneer Home Health Care's fiscal status which includes at least a 6-month forward projection, starting with the 1st Quarter of 2023. (F2, F3, F4).
- R3** The Inyo County Grand Jury recommends that the Northern Inyo Health District Board of Directors establish a policy to conduct and publish an annual review of Pioneer Home Health Care's business model and operations that evaluates its viability for the following 3 to 5 years, starting with FY 2023. (F2, F3, F4).

Request For Responses

- 1) Responses to findings **F1**, **F2** are invited from Pioneer Home Health Care, Inc.
- 2) Responses to recommendations **R1**, **R2**, **R3** are requested from Northern Inyo Healthcare District, as required by Penal Code §933.05.



Inyo County Grand Jury Report 2021-22

School Fire Safety Inspection Reporting

PREAMBLE

The Volunteer Fire Departments (VFDs) of Inyo County provide critical services to both residents and visitors. The health, well-being, and prosperity of our community is dependent on their ability to perform their duties proficiently. The rural nature of our county and the geography of our population makes for a particularly challenging environment for fire and emergency services; however the current system of volunteer fire departments works selflessly to meet that challenge. Everyone who lives, works, or visits Inyo County is well served by the firefighters, EMT's, administrative personnel and leadership of these departments. The Grand Jury was thoroughly impressed and wishes to express our gratitude to the men and women of the Inyo County fire departments for the essential services they provide us every day.

While acknowledging the strengths of the present system of special districts and volunteer fire departments, the Grand Jury is still concerned that this structure may not be sufficient or sustainable for the growing needs of Inyo County. In our interviews with VFD volunteers, leaders, and managers we were struck by the consistency of their comments to that effect. To paraphrase a typical comment - "We are OK for the moment, but I'm really worried about the next few years." The members of the Jury found this very disconcerting to say the least.

Our hope is that a future Grand Jury or a county level agency will choose to look at the larger issue of long-term sustainability of our VFD's. The objective of a Grand Jury investigation is to identify a problem, analyze the causes and offer practical, cost-effective recommendations to mitigate the issue. We believe we have done that for one specific issue: mandated fire safety inspections in schools. In this process, however, we realized that there exists a greater issue about which we weren't able to make even a preliminary assessment.

Our report includes some limited comments and observations about the larger scale issues we identified, but this Grand Jury is unable to offer more than some general suggestions for short-term improvements.

SUMMARY

Inyo County fire departments are not, at present, fully compliant with the provisions of the California Health and Safety Codes (HSC) which mandate that fire safety inspections be conducted, documented and reported annually for schools and other facilities. Fire safety inspections are an essential component of general fire prevention. National and state fire associations all emphasize that preventing fires before they can occur is by far the most effective form of fire protection which can be offered. The California HSC mandates that fire safety inspections be performed

annually for schools, hotels/motels, apartment buildings and some other specific facilities. The codes also require that fire agencies make an annual report of all inspections to their governing body or authority (e.g. City Council, District Fire Board, Board of Supervisors) and that they in turn publicly acknowledge receipt of the report. There are six volunteer fire departments which operate within special districts in Inyo County: Bishop City/Bishop Rural Fire Protection District, Big Pine Fire Protection District, Independence Fire Protection District, Lone Pine Fire Protection District, Olancho-Cartago Community Services District and Southern Inyo Fire Protection District.

This investigation focused primarily on inspections of Inyo County schools as we deemed those to be a higher priority than the “motels, lodging houses, apartment houses and dwellings, buildings, and structures accessory thereto” which are referred to in the HSC (HSC 17921).

There are twenty-two public and private schools in Inyo County which fall under the California state mandate for annual inspection by local fire departments. The Grand Jury has assessed the available inspection reports of Inyo County schools and found that while some inspections are being performed, there is a serious problem with the reporting of inspection results. The Grand Jury found that this portion of the code has not been satisfied for at least the last three years.

The Grand Jury recommends that all Inyo County fire departments make the necessary changes in order to become substantially compliant with the California HSC requirements which pertain to annual fire safety inspections within three years. The District Fire Boards need to improve in the following three areas:

- 1) Become knowledgeable of the applicable inspection and reporting requirements for facility inspections within their jurisdiction.
- 2) Take action to institutionalize processes to ensure inspections are performed and reported as required by the HSC.
- 3) Provide active planning, support and oversight to enable continued compliance with the HSC by their department

BACKGROUND

Ghost Ship Fire: Critical Importance of Fire Safety Inspections

The Ghost Ship fire occurred on December 2, 2016, in a former warehouse in Oakland, California, which had been illegally converted into an artist collective with living spaces. A concert was being held when the fire broke out and of the roughly 100 people in the warehouse at the time, 36 were killed. This made the Ghost Ship fire the deadliest building fire in the United States since 2003, and the deadliest ever in the history of Oakland.

While criminal charges were brought against the owners and main tenants of the building, civil lawsuits were also ultimately brought against both the City of Oakland and Pacific Gas and Electric Company (PG&E). In July 2020, the City of Oakland settled and agreed to pay a total of \$33 million to one survivor and the families of the 36 who perished in the fire. PG&E later also made a settlement, amount undisclosed. The exact cause of the fire was never determined, but it was clear that multiple electrical hazards were present, in addition to the fact that the warehouse was being used in a manner for which it was not licensed.

The ramifications of the Ghost Ship fire have been extensive in the City of Oakland, California State and even nationwide. While blame was assigned to a multitude of governmental agencies (e.g. building and safety agencies, fire departments, code enforcement agencies, police departments, etc.), it was noted by the local firefighters union that the Fire Marshal's Office had been understaffed for years and that any fire inspector, seeing the conditions of the Ghost Ship, would have shut it down immediately. If there is any one lesson which can be learned from the tragedy of this fire, it is that fire prevention by means of strict enforcement of fire safety codes is absolutely imperative. Fire safety inspections are the means by which those codes must be enforced.

Fire Department Functions

Fire departments have three primary functions: (a) fire suppression, (b) other emergency responses (primarily for medical emergencies), and (c) fire prevention. Suppression refers to putting out fires that have already started. This entails deployment of fire engines and firefighters that are highly visible to the public and garner significant attention. Interestingly, actual fire suppression accounts for only a small percentage of fire department emergency responses. Responses to medical emergency calls, which involve responses by suppression personnel and equipment, accounted for approximately 66.9 percent of all 2019 emergency responses by fire departments in California. Prevention, in contrast, involves the low profile, day-to-day work of inspecting buildings for compliance with fire safety codes, reviewing plans for new building developments to ensure compliance with fire code requirements, on-site inspections of building construction to confirm that fire safety features are being installed per approved building plans, and investigating the causes of fires that do occur.

Fire prevention functions within a fire department are usually managed by a local Fire Marshal. Inyo County does have an individual who is designated as the county "Fire Marshal", but this is a position in name only. There are no actual responsibilities associated with the job title.

LAFCO and the formation of a Special District

In theory, LAFCO (the Inyo Local Agency Formation Commission) creates a special district in order to delegate authority over community services to the citizens themselves. LAFCO was created in 1963, and defines its role as “to ensure the orderly formation of local government agencies, to preserve agricultural and open space lands and to discourage urban sprawl.” Inyo County has six volunteer fire departments within special districts: Bishop, Big Pine, Independence, Lone Pine, Olancho-Cartago and Southern Inyo. With the exception of Bishop, all the fire departments are responsible for protection of unincorporated areas within Inyo County. There are other fire protection agencies, which are not special districts, working in the county (i.e., National Forest Service, CalFire, BLM Fire Program). All these agencies have mutual aid agreements with the volunteer fire departments. However, the primary responsibility for fire protection within a particular district lies with the local volunteer fire department.

Fire Board Oversight and Functionality

In Fire Protection Districts—or Community Service Districts—a board of trustees is elected by residents of the district to govern the operation of the district fire department. A fire board usually consists of five residents who are responsible for overseeing the policies and daily procedures of their district fire department. The board manages the annual budget and plays an important role in resource development. Ideally, board members would have some experience or knowledge of fire department operations, but there are no actual requirements aside from residence within the district. In certain circumstances (i.e., Bishop), a city council or county executive board may appoint special district board members. The primary function of a fire board is to supervise the fire department and ensure that it is fulfilling its mandate to serve district residents in the areas of fire protection and emergency medical needs.

School Safety Inspections

Fire and safety inspections of schools are an essential part of identifying serious fire hazards and mitigating them before an event occurs. When these inspections are not performed regularly, it significantly raises the likelihood of a fire disaster occurring.

The Grand Jury conducted a targeted investigation of the six fire departments in Inyo County. The investigation focused on Fire Safety inspections of schools and on the mandated annual reporting requirements which are set forth in HSC 13146 (See *Appendix #3*). The Grand Jury also strove to evaluate the overall health of the Inyo County Special Fire Protection Districts and their fire departments.

Requirements for Compliance with California HSC

There are five basic elements necessary for a fire department's performance of its required annual inspection and reporting obligations under HSC 13146 are as follows:

1. Written policies and procedures: Fire departments should have written policies and procedures in place that set forth: (a) how an inspection program is to be carried out, (b) staff responsibilities, (c) the specific inspection data that must be gathered and available for retrieval, (d) how performance of inspections is to be measured and reported, and (e) oversight and management processes for the inspection program. The Grand Jury found that most VFDs have written policies and procedures, but they do not have step by step instructions for the performance of inspections.

2. Building Inspection List: Fire departments need to have an up-to-date list of all the buildings within their jurisdiction that must be inspected annually. In order to compile such a list, fire department staff may review parcel lists, walk through neighborhoods to update the list, and review building permits or tax information to identify owners of apartment buildings.

3. Inspection Process: Building inspections are typically carried out by a collaboration between certified fire prevention inspectors and experienced firefighters. In some fire departments, engine company firefighters conduct most inspections, though in others they are assigned to carry out only simple, routine inspections and prevention personnel carry out the more complex inspections where a higher level of expertise is required. Fire safety inspectors require specific training and the inspector should be a National Fire Protection Association "Certified Fire Inspector I" at a minimum. The Grand Jury found that as of 2022, four of the six fire departments have trained inspectors for their district. In the case of Big Pine this involves a contract with CalFire to perform inspections.

Current Inspection Capabilities	
District	Capability
Bishop	Fire Prevention Officer on Staff
Big Pine	CalFire on Contract
Independence	None
Lone Pine	Trained Volunteer
Olancha	Trained Volunteer
So. Inyo	None

4. Record keeping and data retrieval: Accurate records must be maintained of all inspections completed, including date of inspection, building category and building address. (e.g., school, hotel, apartment building). These records need to be

organized and maintained in a manner that allows fire departments to monitor performance of their annual inspection obligations, identify inspections yet to be done, monitor follow up when deficiencies are identified, and report to management and administrative authorities on compliance. The standard in most fire departments is to store inspection data in electronic databases. Departments can easily access inspection reports and follow-up on past citations, progress in correcting deficiencies and whether a re-check is required.

Fire departments' inspection reports completed in the field have, in the past, been filled out on paper. Paper field reports are either filed manually or maintained only in paper form, or data from the field reports is entered into an electronic database to allow storage, retrieval and analysis.

The Grand Jury is pleased to learn that most departments are moving toward the use of electronic tablet devices such as iPads for field reports.

5. Funding for Inspections: HSC 13146 (b) provides that the facility being inspected can be charged a fee for the inspection by the inspecting agency, but the fee cannot exceed the estimated reasonable cost of providing the service for which the fee is charged, pursuant to Section 66014 of the Government Code.

Fire Department Staffing

The Grand Jury assessed all staffing for the local VFDs:

Inyo County Fire Districts (approximate) Staffing						
	Bishop	Big Pine	Independence	Lone Pine	Olancha	So. Inyo
Total Staff	34	51	32	51	12	7
EMT's	0	11	6	12	3	0
Board	5	5	3	5	4	5

The Grand Jury's conclusion is that Bishop, Big Pine, Independence and Lone Pine have adequate staffing and a full fire board for their district (Independence currently has only three members on their board, but there are plans to rectify this). The areas of concern are the two south county VFDs: Olancha-Cartago (in Olancha) and Southern Inyo (in Tecopa). Both of these districts are maintaining boards with close to the required number of members, however recruiting staff for the VFDs is a serious challenge. Southern Inyo, in particular, is responsible for a very large district (5500 square miles) and both districts have small and geographically dispersed populations.

Fire Department Funding

Local fire departments receive funding from a number of sources including property taxes, assessments leveled by the Districts, bonds, grants and donations. Funding details for the six fire departments can be found in Appendix #2. On average, with the exception of Big Pine, revenues have generally exceeded expenses. Reserves, however, vary widely between departments. Fire equipment is expensive and a failure or breakdown of a major piece of equipment could have a severe financial impact on any of the VFD's

Although "funding" was cited often as a problem in all departments, interviewees strongly emphasized that deficient funding has not caused them to not respond, delay a response, or in any way fail to provide critical services in a timely manner. In general, interviewees' comments about funding focused on increased demand for services, additional administrative tasks, and expanding responsibilities for fire services over time.

METHODOLOGY

The Grand Jury researched the inspection policies and procedures in six special districts as follows

- Bishop City/Bishop Rural Fire District
- Big Pine Fire District
- Independence Fire District
- Lone Pine Fire District
- Olancho Community Service District
- Southern Inyo Fire District

1) Documents

During its investigation, the grand jury reviewed numerous documents, including:

- The current By-Laws and any other documents which authorize and direct the management and oversight of each Fire District within Inyo County.
- Minutes from each Fire district's last four Board Meetings
- Reports, investigations, or any other documents related to structure fire responses for each of the six Fire Districts in the last 12 months.
- State Fire Marshall Inspection Guide
- Senate Bill No. 1205
- The Fire Protection District Law of 1987
- Title 24 History: The California Building Standards Code

- Government Code- Gov Title 2. Government of the State of California [8000 - 22980] (*Title 2 enacted by Stats. 1943, Ch. 134.*)
- Sections 13146.2, 13146.3 and 13146.4 of the CA Health and Safety code
- Governments Working Together *A Citizen's Guide to Joint Powers Agreements*
- Revenues and Responsibilities: An Inventory of local tax power (second edition)
- Inyo County Property tax assessment
- Office of the state fire marshal regulated occupancies: authority, responsibility, inspection frequency, ability to modify regulations, locally ability to charge an inspection
- Prevention Protocol Fire and Life Safety Guidelines for Schools
- Inyo County EOP Emergency Operations Plan

2) Interviews

The Grand Jury interviewed personnel from the following Inyo County agencies:

- Each of the six Fire/Special Districts
- Building Department
- Risk Management Department
- County Counsel's Office
- District Attorney's Office
- CalFire
- School Administration
- Education staff
- Auditor's Office

DISCUSSION

California state law requires that all fire departments and districts in the state ("fire departments") conduct annual safety inspections of "all public and private schools, hotels, motels, lodging houses, apartment houses, and dwellings, or portions thereof, and buildings and structures accessory thereto, within their jurisdictions" (sometimes referred to in this report as "mandated annual inspections"). A state law (SB 1205) which became effective as changes in HSC 13146 in January 2019, requires all fire departments to submit Annual Reports to their governing bodies or administering authorities (e.g., city council, fire district board, board of supervisors) regarding their compliance with the state's mandate for annual fire safety inspections.

The Grand Jury undertook a compliance review of the six Inyo County fire departments for the years 2019 through 2022 to determine whether their mandated annual

inspections of schools were conducted as required. Each local VFD is responsible for these prevention inspections of all schools within their special district. The Grand Jury was only able to locate Big Pine safety inspection reports for 2022. For the period in question, the Grand Jury found substantial non-compliance among all the fire districts departments. It was apparent to the Grand Jury that some fire departments were making significant efforts to comply with the requirements of HSC 13146.4 & 13146.3, but none were currently in substantial compliance.

In addition to schools, annual inspections are required for all hotels, motels, lodging houses and apartment houses. (HSC 13146.2) With the exception of Bishop, we found little to indicate these inspections were being conducted or reported and we did not attempt to evaluate the overall level of compliance. (See table in Appendix 3)

Fire Department School Inspections and Reports

While the Grand Jury was unable to locate reports on inspections, we believe that in Bishop, Lone Pine, Round Valley* and likely Big Pine schools have been inspected. The Grand Jury believes the lack of comprehensive inspections and reporting are a consequence of severely limited staff resources, difficulty finding volunteers, the requirement for specialty training, and funding constraints.

Required Inyo County School Inspections					
		Inspections Documented			
District	Required Inspections	2019	2020	2021	2022
Bishop	11	N/P	N/P	N/P	N/P
Blg Pine	4	N/P	N/P	N/P	Yes
Independence	3	N/P	N/P	N/P	N/P
Lone Pine	4	N/P	N/P	N/P	N/P
Olancha	0	N/P	N/P	N/P	N/P
So. Inyo	1	N/P	N/P	N/P	N/P

N/P = Not provided to the Grand Jury

Round Valley School is not in an Inyo Fire District; therefore inspections are the responsibility of CalFire. While inspections were conducted, no written reports were available at the school or from CalFire.

Inspection Fees and Reimbursements

During the course of this investigation the Grand Jury has learned that, while fees can be collected for inspections, only Bishop has chosen to do this. Most of the VFDs feel that it would be an unfair burden to their community. If a VFD is unable to perform mandated inspections they can request support from CalFire. CalFire will perform inspections of commercial buildings, at the request of a VFD, for a fee of \$285/hour billed to that business. BFD charges \$150/hour for inspections billed to the business.

Sustainability of the VFD System

While investigating the performance of health and safety inspections, the Grand Jury has found that all of the VFDs report working close to the limits of their capacity. Funding is generally adequate to meet current service demands, but there aren't surplus resources which could be devoted to additional fire safety inspections. Interviewees report several long-standing issues that plague these departments: (a) lack of funding for expanding or improving services, (b) scarcity of volunteers and qualified EMTs (Emergency Medical Technicians), (c) insufficient communication within departments, between departments, and with the state or county, (d) lack of standards and uniformity in the performance of duties, and (e) inadequate guidance or oversight by elected fire boards. These issues negatively affect the ability of the fire departments to perform the essential functions for which they were created.

Opportunities

The Grand Jury believes that a key to improved efficiency and successful compliance with state mandates is improved communication within all aspects of the VFD system. Open communication is a critical element in the efficacy and sustainability of any public agency. The VFDs act as independent entities but are linked both by mutual aid agreements and their shared mission to serve the residents of Inyo County. Fire department leadership regularly meets to discuss operational subjects, training, and related issues. The Grand Jury suggests that these meetings could be expanded and become an even greater tool for the dissemination of information, exchange of experiences and the effort to ensure uniformity of practice.

The Grand Jury also suggests a regularly scheduled electronic or in-person meeting of district board representatives would be very beneficial. There is a great range of

experience and knowledge among board members. It would be beneficial for these separate boards to have an opportunity to exchange information and learn from one another. The Boards certainly share common problems, perhaps there are some common solutions as well.

Communication between the individual VFDs and outside entities (e.g., CalFire, State Fire Marshal's Office, Inyo County) is also of critical importance. CalFire, in particular, works closely with the VFDs in many parts of Inyo County. While they are ultimately responsible to ensure that the mandated inspections and reporting takes place, there are a number of ways a VFD can fulfill these responsibilities: perform the inspections themselves, contract CalFire to perform them, contract an outside agency/company to perform them, etc.

The Grand Jury believes that there are multiple opportunities for beneficial cooperation and sharing of resources among the fire districts. The Grand Jury suggests they:

- 1) Develop a mechanism by which information regarding changes in HSCs, legislative acts and administrative requirements impacting the fire service be communicated directly to the VFDs and their governing boards.
- 2) Centralize a method of identifying and applying for grants which could provide funding for on-going operations, special projects and upgrading or replacing equipment.
- 3) Organize a system for sharing of volunteers who possess special training which is only required infrequently (e.g., safety inspections).
- 4) Develop successful approaches to increase volunteerism (e.g., using volunteers for jobs which do not involve firefighting duties)

FINDINGS

- F1** Fire Safety inspections have not been conducted in all schools in Inyo County as required by the HSC section 13146.3
- F2** Fire Safety inspection reports by Inyo County Fire Agencies and subsequent formal acknowledgement by their administrative authority have not been issued as required by HSC 13146.4

RECOMMENDATIONS

- R1** The Inyo Grand Jury recommends that the Board of Directors of any district using CalFire to perform inspections under HSC 13146 require a formal report be submitted to the Board within 30 days of the inspection. (F2)
- R2** The Inyo Grand Jury recommends that each Fire/CSD District Board require a comprehensive briefing by the Fire Chief on the requirements and potential impact on the District of HSC 13146 no later than December 31st, 2022. (F1, F2)
- R3** The Inyo Grand Jury recommends that each Fire/CSD Board of Directors develop a plan by March 31, 2023, to achieve substantial compliance with HSC 13146 within three years. (F1, F2)
- R4** The Inyo Grand Jury recommends that each fire department Fire/CSD District Board of Directors put in place a written policy that sets forth the process for (1) maintaining a comprehensive list of all buildings within its jurisdiction for which annual inspections are required under Sections 13146.2 and 13146.3 of the California Health & Safety Code, (2) keeping such a list updated on an annual basis, and (3) completing and reporting on all mandated annual inspections by no later than March 31, 2023 (F1, F2)
- R5** The Inyo Grand Jury recommends that each fire department Fire/CSD Board of Directors instruct the fire chief to publish the fire department's Annual Report on the public website of the administering authority for each fire department no later than January 31, 2023 (and annually thereafter). (F1, F2)
- R6** The Inyo Grand Jury Recommends that each fire department Fire/CSD District Board of Directors require their Fire Chief to submit the status of all mandated inspections as a part of the annual budgeting process starting with the 2023/2024 budget cycle. Any inspections which are not completed within the mandated period should be carried on subsequent Board agenda(s) until resolution is approved by the Board. (F1, F2)
- R7** The Inyo Grand Jury recommends The County of Inyo County Office of Education begin reviewing fire inspection reports for the schools within its jurisdiction annually starting with the 2023/2024 school year. (F1)

COMMENDATIONS

- C1** The Grand Jury commends the successful Fire Cadet Program which is implemented in the BPVFD. Educating and nurturing interest in the VFDs during high school helps to increase the number of volunteers in the future. This program also fosters greater community involvement in the VFDs which is critical for their long-term success.

REQUIRED RESPONSES

Pursuant to Penal Code sections 933 and 933.05, the grand jury requests responses as follows:

<i>Respondent</i>	<i>Findings</i>	<i>Recommendations</i>	<i>Respond Within/ Respond By</i>
Bishop Fire Protection District/ Fire Board	F1-2	R1-6	90 Days
Big Pine Fire Protection District/ Fire Board	F1-2	R1-6	90 Days
Independence Fire Protection District/ Fire Board	F1-2	R1-6	90 Days
Lone Pine Fire Protection District/ Fire Board	F1-2	R1-6	90 Days
Olancho/Cartago Fire Protection District / Fire Board	F1-2	R1-6	90 Days
Southern Inyo Fire Protection District/ Fire Board	F1-2	R1-6	90 Days
County Office of Education	F1	R7	90 Days

INVITED RESPONSES

- CalFire

GLOSSARY

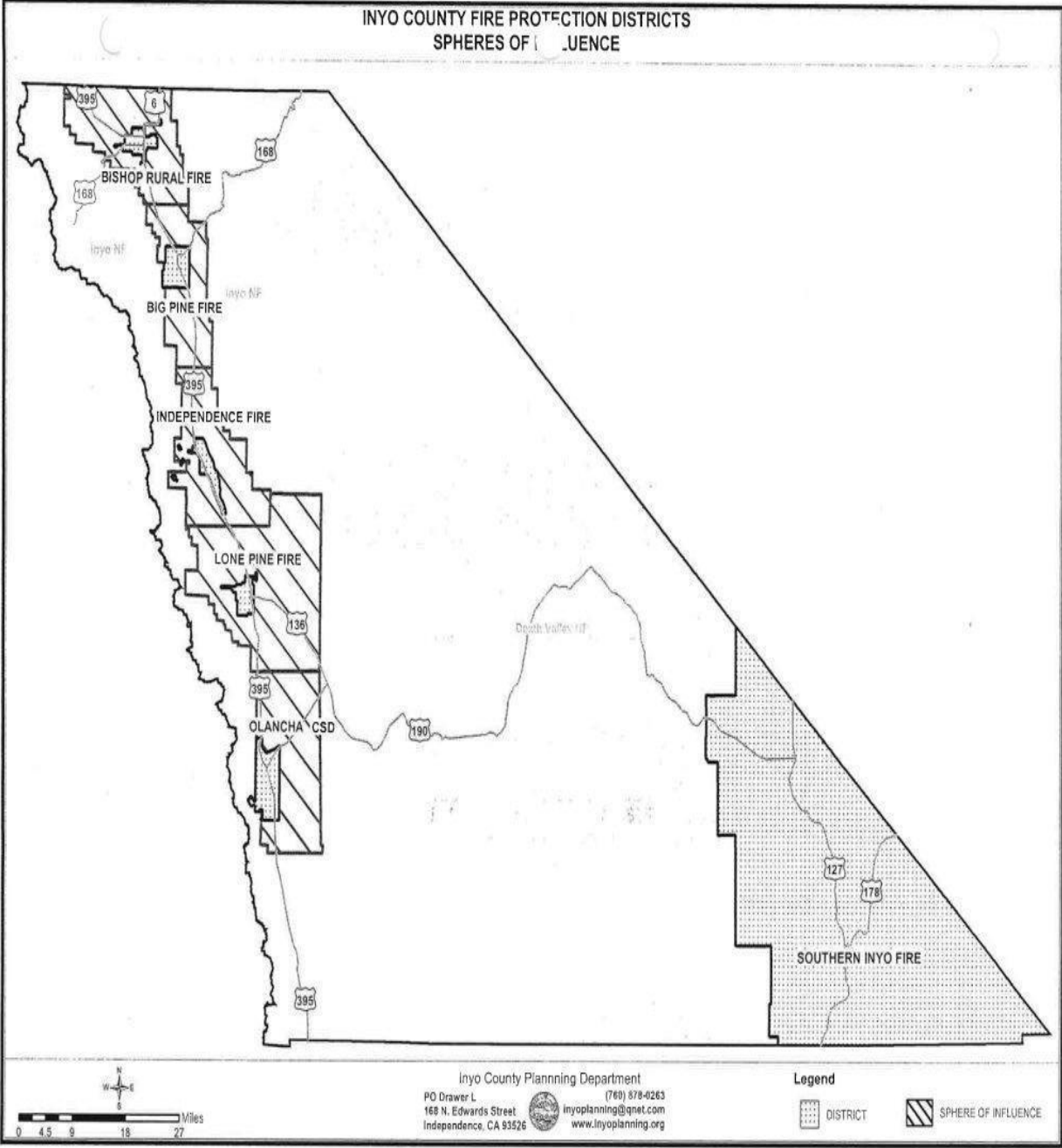
BLM-Bureau of Land Management
BPVFD-Big Pine Volunteer Fire District
BVFD-Bishop Volunteer Fire District
CalFire - California Department of Forestry and Fire Protection
CSD-Community Service District
EMS- Emergency Medical Services
H&S-Health and Safety
HSC-Health and Safety Code
ICFD- Inyo County Fire Department
ICGJ-Inyo County Grand Jury
IVFD-Independence Volunteer Fire District
LPVFD-Lone Pine Volunteer Fire District
MUA-Mutual Aid Agreement
NFPA-National Fire Protection Agency
OCFD-Olancho Community Service District
PNP-Policies and Procedures
SB-Senate Bill
SIVFD-Southern Inyo Volunteer Fire District
VFD-Volunteer Fire Department

BIBLIOGRAPHY

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- CA State Fire Marshal Guide
- California Health and Safety Code Sections 13146.2, 13146.3, and 17921(b)
- www.usfa.fema.gov/data/statistics/states/california.html
- California Senate Bill 1205 (2018)
- California State Regulations
- California State Fire Marshal Code
- CSDA's Guide to Special District Laws and Related Codes
- Fire and Life Safety Guidelines for Schools
- Improving fire department communications(2020)
- Inyo County Emergency Operations Plan
- Inyo Joint Powers Agreement
- Inyo Mutual Aid Agreements
- OEHS Safe School Inspection Guide
- Policies and Procedures for VFD/CSD
- The Metamorphosis of Special Districts: Current Methods for Consolidation, Dissolution, Subsidiary District Formation and Merger
- U.S. Fire Administration/California Fire Loss/Fire Department Profile www.usfa.fema.gov/data/statistics/states/california.html
- 2021-22 Inspection Template Guide

APPENDIX

#1 Map of Inyo County Fire Districts



#2 Funding for VFD's

Inyo Fire Districts - 5 Year Average - Revenue vs Expense		
District	Revenue (\$K)	Expense (\$K)
Bishop	395	information not available
Big Pine	428	465
Independence	297	266
Lone Pine	524	433
Olancha	237	205
Southern Inyo	131	134

#3 Health and Safety Code Sections 13146.2, 13146.3, and 17921(b)

California Health and Safety Code Section 13146

(a) The responsibility for enforcement of building standards adopted by the State Fire Marshal and published in the California Building Standards Code relating to fire and panic safety and other regulations of the State Fire Marshal shall be as follows:

(1) The city, county, or city and county with jurisdiction in the area affected by the standard or regulation shall delegate the enforcement of the building standards relating to fire and panic safety and other regulations of the State Fire Marshal as they relate to R-3 dwellings, as described in Section 310.5 of Part 2 of the California Building Standards Code, to either of the following:

(A) The chief of the fire authority of the city, county, or city and county, or the chief's authorized representative.

(B) The chief building official of the city, county, or city and county, or the official's authorized representative.

(2) The chief of any city, county, or city and county fire department or of any fire protection district, and their authorized representatives, shall enforce within its jurisdiction the building standards and other regulations of the State Fire Marshal, except those described in paragraph (1) or (4).

(3) The State Fire Marshal shall have authority to enforce the building standards and other regulations of the State Fire Marshal in areas outside of corporate cities and districts providing fire protection services.

(4) The State Fire Marshal shall have authority to enforce the building standards and other regulations of the State Fire Marshal in corporate cities and districts providing fire protection services upon request of the chief fire official or the governing body.

(5) The State Fire Marshal shall enforce the building standards and other regulations of the State Fire Marshal on all University of California campuses and properties administered or occupied by the University of California and on all California State University campuses and properties administered or occupied by the California State University. For each university campus or property the State Fire Marshal may delegate that responsibility to the person of the State Fire Marshal's choice who shall be known as the Designated Campus Fire Marshal.

(b) A fee may be charged pursuant to the enforcement authority of this section but shall not exceed the estimated reasonable cost of providing the service for which the fee is charged, pursuant to Section 66014 of the Government Code.

(Amended by Stats. 2019, Ch. 31, Sec. 7. (SB 85) Effective June 27, 2019.)

13146.1.

(a) Notwithstanding Section 13146, the State Fire Marshal, or the State Fire Marshal's authorized representative, shall inspect every jail or place of detention for persons charged with or convicted of a crime, unless the chief of any city, county, or city and county fire department or fire protection district, or that chief's authorized representative, indicates in writing to the State Fire Marshal, by June 30 of each applicable year pursuant to subdivision (b), that inspections of jails or places of detention, therein, shall be conducted by the chief, or the chief's authorized representative, and submits the reports as required in subdivision (c).

(b) The inspections shall be made at least once every two years for the purpose of enforcing the regulations adopted by the State Fire Marshal, pursuant to Section 13143, and the minimum standards pertaining to fire and life safety adopted by the Board of State and Community Corrections, pursuant to Section 6030 of the Penal Code.

(c) Reports of the inspections shall be submitted to the official in charge of the facility, the local governing body, the State Fire Marshal, and the Board of Corrections within 30 days of the inspections.

(d) The State Fire Marshal, or the State Fire Marshal's authorized representative, who performs an inspection pursuant to subdivision (a) may charge and collect a fee for the inspection from the local government. Any fee collected pursuant to this subdivision shall be in an amount, as determined by the State Fire Marshal, sufficient to pay the costs of that inspection or those related fire and life safety activities.

(Amended by Stats. 2019, Ch. 31, Sec. 8. (SB 85) Effective June 27, 2019.)

13146.2.

(a) Every city, county, or city and county fire department or district providing fire protection services required by Sections 13145 and 13146 to enforce building standards adopted by the State Fire Marshal and other regulations of the State Fire

Marshal shall, annually, inspect all structures subject to subdivision (b) of Section 17921, except dwellings, for compliance with building standards and other regulations of the State Fire Marshal.

(b) A city, county, or city and county fire department or district providing fire protection services that inspects a structure pursuant to subdivision (a) may charge and collect a fee for the inspection from the owner of the structure in an amount, as determined by the city, county, or city and county fire department or district providing fire protection services, sufficient to pay the costs of that inspection.

(c) A city, county, or city and county fire department or district providing fire protection services that provides related fire and life safety activities for structures subject to subdivision (b) of Section 17921, such as plan review, construction consulting, fire watch, and investigation, may charge and collect a fee from the owner of the structure in an amount, as determined by the city, county, city and county, or district, sufficient to pay the costs of those related fire and life safety activities.

(d) The State Fire Marshal, or the State Fire Marshal's authorized representative, who inspects a structure subject to subdivision (b) of Section 17921, except dwellings, for compliance with building standards and other regulations of the State Fire Marshal, may charge and collect a fee for the inspection from the owner of the structure. The State Fire Marshal may also charge and collect a fee from the owner of the structure for related fire and life safety activities, such as plan review, construction consulting, fire watch, and investigation. Any fee collected pursuant to this subdivision shall be in an amount, as determined by the State Fire Marshal, sufficient to pay the costs of that inspection or those related fire and life safety activities.

(Amended by Stats. 2019, Ch. 31, Sec. 9. (SB 85) Effective June 27, 2019.)

13146.3.

(a) A city, county, or city and county fire department or district providing fire protection services shall inspect every building used as a public or private school within its jurisdiction, for the purpose of enforcing regulations promulgated pursuant to Section 13143, not less than once each year. The State Fire Marshal and the State Fire Marshal's authorized representatives shall make these inspections not less than once each year in areas outside of corporate cities and districts providing fire protection services.

(b) A city, county, or city and county fire department or district that, or the State Fire Marshal or the State Fire Marshal's authorized representative who, inspects a structure pursuant to subdivision (a) may charge and collect a fee for the inspection in an amount sufficient to pay the costs of that inspection.

(Amended by Stats. 2019, Ch. 31, Sec. 10. (SB 85) Effective June 27, 2019.)

13146.4.

(a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant to Sections 13146.2 and

13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, "administering authority" means a city council, county board of supervisors, or district board, as the case may be.

(Added by Stats. 2018, Ch. 854, Sec. 1. (SB 1205) Effective January 1, 2019.)

13146.5.

The provisions of Sections 13145, 13146 and 13146.3 shall, so far as practicable, be carried out at the local level by persons who are regular full-time members of a regularly organized fire department of a city, county, or district providing fire protection services, and shall not be carried out by other persons pursuant to Section 34004 of the Government Code.

(Amended by Stats. 1980, Ch. 118.)

13146.6.

If the governing body of a city, county, or city and county fire department or district providing fire protection services relies on an all-volunteer fire department for the provision of fire protection services pursuant to Sections 13145, 13146, 13146.2, and 13146.3, they may do so through one of the following methods:

(a) They may request the State Fire Marshal to enforce the building standards and other regulations of the State Fire Marshal, in accordance with paragraph (4) of subdivision (a) of Section 13146.

(b) They may request another city, county, or city and county fire department or district providing fire protection services that has regular full-time members of a regularly organized fire department to enforce the building standards and other regulations of the State Fire Marshal.

(Added by Stats. 2019, Ch. 31, Sec. 11. (SB 85) Effective June 27, 2019.)

(a) The responsibility for enforcement of building standards adopted by the State Fire Marshal and published in the California Building Standards Code relating to fire and panic safety and other regulations of the State Fire Marshal shall be as follows:

(1) The city, county, or city and county with jurisdiction in the area affected by the standard or regulation shall delegate the enforcement of the building standards relating to fire and panic safety and other regulations of the State Fire Marshal as they relate to R-3 dwellings, as described in Section 310.5 of Part 2 of the California Building Standards Code, to either of the following:

(A) The chief of the fire authority of the city, county, or city and county, or the chief's authorized representative.

(B) The chief building official of the city, county, or city and county, or the official's authorized representative.

(2) The chief of any city, county, or city and county fire department or of any fire protection district, and their authorized representatives, shall enforce within its jurisdiction the building standards and other regulations of the State Fire Marshal, except those described in paragraph (1) or (4).

(3) The State Fire Marshal shall have authority to enforce the building standards and other regulations of the State Fire Marshal in areas outside of corporate cities and districts providing fire protection services.

(4) The State Fire Marshal shall have authority to enforce the building standards and other regulations of the State Fire Marshal in corporate cities and districts providing fire protection services upon request of the chief fire official or the governing body.

(5) The State Fire Marshal shall enforce the building standards and other regulations of the State Fire Marshal on all University of California campuses and properties administered or occupied by the University of California and on all California State University campuses and properties administered or occupied by the California State University. For each university campus or property the State Fire Marshal may delegate that responsibility to the person of the State Fire Marshal's choice who shall be known as the Designated Campus Fire Marshal.

(b) A fee may be charged pursuant to the enforcement authority of this section but shall not exceed the estimated reasonable cost of providing the service for which the fee is charged, pursuant to Section 66014 of the Government Code.

(Amended by Stats. 2019, Ch. 31, Sec. 7. (SB 85) Effective June 27, 2019.)

California Health and Safety Code Section 17912

(a) Except as provided in subdivision (b), the department shall propose the adoption, amendment, or repeal of building standards to the California Building Standards Commission pursuant to the provisions of Chapter 4 (commencing with Section 18935) of Part 2.5, and the department shall adopt, amend, and repeal other rules and regulations for the protection of the public health, safety, and general welfare of the occupant and the public governing the erection, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court, area, sanitation, ventilation and maintenance of all hotels, motels, lodging houses, apartment houses, and dwellings, and buildings and structures accessory thereto. Except as otherwise provided in this part, the department shall enforce those building standards and those other rules and regulations. The other rules and regulations adopted by the department may include a schedule of fees to pay the cost of enforcement by the department under Sections 17952 and 17965.

(b) The State Fire Marshal shall adopt, amend, or repeal and submit building standards for approval pursuant to the provisions of Chapter 4 (commencing with Section 18935) of Part 2.5, and the State Fire Marshal shall adopt, amend, and

repeat other rules and regulations for fire and panic safety in all hotels, motels, lodging houses, apartment houses and dwellings, buildings, and structures accessory thereto. These building standards and regulations shall be enforced pursuant to Sections 13145 and 13146; however, this section is not intended to require an inspection by a local fire agency of each single-family dwelling prior to its occupancy.

#4 Preliminary list of Schools requiring inspections

Preliminary list of schools requiring inspections under HSC 13146					
<u>Bishop</u>	<u>Big Pine</u>	<u>Independence</u>	<u>Lone Pine</u>	<u>Olancha</u>	<u>Southern Inyo</u>
Jill Kinmont Boothe School	Big Pine Elementry	Owens Valley Elementary School	IMACA Lone Pine PreSchool	None	Death Valley Unified Shoshone High
Palisade Glacier High School	Big Pine State Pre School	Owens Valley High School	Lo-Inyo Elementary School		
Bishop Union High School	Big Pine High School	Owens Valley Middle School	Lone Pine High School		
Bishop Elementary School			MT. Whitney Pre School		
Discovery Poinr PreSchool					
Grace Luthern Christian Day School					
Home Street Middle School					
ICSS – Bishop State Preschool					
IIMACA Clarke St. PreSchool					
IMACA Elm St. PreSchool					
Rainbow Connection					

#5 Preliminary list of Lodgings needing inspections

Preliminary list of lodgings requiring inspections

<u>Bishop</u>	<u>Big Pine</u>	<u>Independence</u>	<u>Lone Pine</u>	<u>Olancha</u>	<u>Southern Inyo</u>
Best Western Bishop	Big Pine Motel	Courthouse Motel	Best Western	Lemon House Inn Motel	The Inn at Death Valley
Bishop 395 Inn	Big Pine Resort Cottages	Independence Inn	Boulder Creek	Olancha RV Park/Motel	The Ranch at Death Valley
Cielo Hotel	Bristlecone Motel	Mt Williamson Motel	Cozy Muir Cottage	Ranch Motel and Cabins	Panamint Springs Resort
Comfort Inn	Starlight Motel	Ray's Den Motel	Dow Villa	Rustic Oasis Motel	Stovepipe Wells Hotel
Creekside Inn		Winnedumah Hotel	Lone Pine Budget Inn		Furnace Creek Resort
Days Inn			Mount Whitney Motel		Delight's Hot Springs Resort
Elms Hotel			Portal Motel		Villa Anita in Death Valley
Keough Hot Springs resort			Quality Inn		1940's Miner's Cabin
Mountain View Motel			Timberline Motel		Shoshone Inn
Super 8			Whitney Portal Hostel		Shoshone RV Park
The Hostel CA					
Thunderbird Motel					
Town House Motel					
Travelodge					
Trees Motel					
Vagabond Inn					



Inyo County Grand Jury Report 2021-2022

Detention Facilities

Public Prisons and Jails in Inyo County

Penal Code 919 (b) orders that every California Grand Jury “shall inquire into the conditions and management of the public prisons within the county.” It is not clear if the statute applies to all jails operated by cities or counties or only to prisons which are operated by the state. Inyo County Grand Juries have traditionally taken the approach of applying the statute to all jails within Inyo County. Until recently, this applied to four places of incarceration; the Owens Valley Conservation Camp, which is a state prison, Inyo County Jail in Independence, Inyo County Juvenile Detention Center also located in Independence, and the Bishop Police Jail. The last two are now unused or barely used as will be explained.

While the code requires Grand Juries to inquire into all prisons, it does not require a formal report about any of them. Your Grand Jury did inquire into each: this is a brief summary of our observations and findings.

Owens Valley Conservation Camp (Prison)

The only prison in our County is the Owens Valley Conservation Camp which is operated by the California Department of Corrections and Rehabilitation and the California Department of Forestry and Fire Protection commonly referred to as CalFire.

By definition, only felons go to state prisons, and some felons are now incarcerated locally in county jails.

For the most part, only nonviolent and non-sexual offender prisoners are sent to one of the Conservation Camps usually after proving their good behavior for some time in regular prisons and volunteering to serve in a setting which has strict standards of good behavior and involves a lot of hard and sometimes dangerous work fighting fires. Occasionally when a violent offender is sent to the Camp, he is not released or paroled here, but is transported elsewhere before release. There are now 36 Conservation Camps down from 44 in the state. Our Conservation Camp Number 26 is designed to hold 132 inmates, but because of fewer and shorter prison sentences throughout the state, was down to only 62 prisoners at the time of our inspection on Dec. 13, 2021. Some prisoners do things other than fighting fires such as cooking, laundry, maintenance and repair.

The prison Camp is staffed by a Correctional staff of a lieutenant, a sergeant and eight officers. CalFire is staffed by ten captains, three battalion chiefs and a division chief.

The prison, including dorms, offices, work buildings, cafeteria, laundry, grounds and recreational area was clean and well maintained. The food which we sampled for lunch

was copious and very good. We were told the food is just like that served to firefighting crews when they are serving in that capacity.

The local prison is without walls or fences and has a public road running through it. Although escape would be comparatively easy, it has very few attempted escapes and a very low rate of recidivism. There have been no escapes from our prison in the last five years.

The Camp provides fire crews which operate locally and throughout the state as needed. A fire crew consists of 17 prisoners and a Fire Captain who travels by bus. We presently have three fire crews, down from five crews a few years ago. In 2021, up to our December visit, these crews devoted 37,133 hours to fighting fires.

The local Camp also performs many services to our community such as cleanups, weed control and fire prevention at parks, Tri-County Fairgrounds, Laws Museum area, public buildings, campgrounds, landfills and other places. In 2021, prisoners provided 72,704 hours of community service, labor worth hundreds of thousands of dollars.

We believe this prison and its management of Correctional and CalFire personnel provide great service to our state and local areas.

Inyo County Jail

The Inyo County Jail, located in Independence, is a 99-bed facility operated by the Inyo County Sheriff's Department primarily with Correctional Officers who are not sworn deputies. Because of fewer jail sentences and shorter jail sentences in the last few years, the jail inmate population has averaged only about 50 in the last year.

At the time of our inspection on April 18, 2022, the jail interior, exterior, grounds and parking area all appeared clean, well-kept and well ordered.

Fire safety inspections of the jail are performed regularly by CalFire since the local fire department does not take on this responsibility.

Several functions are fulfilled by the inmates such as laundry, general duties, janitorial and much of the food preparation.

The cost to house a prisoner over the last year was \$222.00 per day. Pre-Covid, it was \$157.00 per day. The cost goes down as the inmate population goes up.

According to the jail's senior administrative staff, the number of the inmates suffering from diagnosable psychological issues, as opposed to those caused by temporary drugs or mental lapses at the time of their arrests, has increased greatly in recent years.

There used to be only one or two inmates at a time who appeared to have permanent serious mental health problems; now it is 30% or 40% of the jail population that have permanent mental health problems. Some prisoners refuse their prescribed medications and cannot be forced to take medication. A nurse can in an emergency give a shot to someone experiencing a particularly violent or dangerous episode.

Some larger counties have psychiatric wards staffed by doctors and nurses and mental health care professionals. Our county jail lacks the budget for this option. This mirrors a widespread issue of lack of mental health facilities in our society in general and rural counties in particular.

Inmates do get the benefit of Alcoholics Anonymous, Narcotics Anonymous, Anger Management Classes, Parenting Classes and Wild Iris Art Classes for domestic violence offenders. One newer program is called MRT, or Moral Recognition Training designed to help prisoners deal with their emotions and recognize the effects of their actions. It is an intense three-month program for which the inmate must volunteer. It is helping at least some of its graduate inmates to remain offense free after release.

Many of the inmates have the use of computer tablets. Their use is restricted and is a privilege which the inmates can use to entertain and improve themselves.

We asked about deaths, especially murders or suicides in the Inyo County Jail and were informed that there has not been one death in our jail in at least ten years.

A widespread problem in current society is a lack of job applicants for many jobs in many fields. This is true for correctional officer opportunities in Inyo County. Even though a correctional officer, with only a high school education, can start at \$55,000 to \$60,000, there are few applicants for open slots. Recent advertisements for these positions did not draw a single person to even take the basic agility test.

There are currently no GED classes or occupational training available to inmates. Correctional staff believe that without education, mental health services, occupational training and placement help, the jail will continue to function as a revolving door for inmates. The Sheriff's department and correctional staff are deeply concerned about this issue, but feel they are largely powerless to address the situation

Juvenile Detention Facility

The Inyo County Probation Department handles all juvenile referrals from law enforcement agencies.

Inyo County has a juvenile detention facility in Independence which was reclassified in 2016 to a 96-hour holding facility. It is well maintained and inspected regularly by the Board of State and Community Corrections. It is currently used as a Probation

Department office in South County where juveniles can meet with their probation officers.

This facility was costing as much as \$2,000,000.00 per year to staff and maintain as recently as 2016 when it was still used as a detention facility. At that time it had an average daily population of two or three juveniles, and only 14 all year. It took a minimum of 12 full time employees to keep a juvenile in custody 24 hours a day, seven days a week. Inmate population had declined drastically due to new incarceration guidelines and philosophies for juvenile offenders. All staff was kept when the facility ceased housing juveniles. They were reassigned so that they might provide a greater and more effective impact on the juveniles and their families in the community.

When a juvenile is detained or arrested, he/she is referred to the Inyo County Probation Department. The Department then makes a decision as to how best to handle the situation. They have wide latitude as to how to proceed.

Through the development of the Probation Department early intervention program, mentoring and counseling services, the Probation Department has contact with approximately 150 juveniles and their families per month in schools and in the community.

Most offenders are counseled and released. Ninety percent of first offenders do not have further law enforcement contact. Some are put on 6-month informal probation during which time they and often their families receive counseling and mentoring. The Department provides in-school and after school services.

There are currently 49 youth under supervision in Inyo County. Only half of these are wards of the Court. When we have a juvenile offender who must be incarcerated, he/she is sent to a juvenile detention facility with whom Inyo County has an agreement. Presently, Inyo County uses either the Tuolumne facility in Sonora, CA, or a detention facility in South Lake Tahoe. Which facility is used for placement depends on winter road closures as well as transportation regulations which require two people to transport a juvenile. It costs Inyo County \$125.00 per day to house a juvenile offender in Tuolumne versus \$190.00 per day in South Lake Tahoe.

As of April 4, 2022, our county had only one juvenile in custody who is currently housed at the Tuolumne facility.

In order to encourage visits with the detainee, Inyo County provides the family with motel rooms and a gas card if requested.

Even though we do not have a currently used Juvenile Detention facility in Inyo County to inspect at this time, we decided that our citizenry would like to know why and to hear of the progress that has been made on keeping our Juveniles out of detention and out of trouble while saving significant amounts of money for our County.

Bishop Police Department Jail

The jail at the Bishop Police has long been on the list of jails inspected annually by the Grand Jury, but it is no longer being used.

The Bishop Police station is sometimes manned by only one person. It is impossible for that person to perform his/her other duties while doing the required inspection every 30 minutes of an inmate in the jail. Therefore, all arrestees are held just long enough to be booked in Bishop and then transported immediately to the Inyo County Jail in Independence.

Even the alcohol offense tank is no longer in use at the Police Station. Offenders are either cited and released or transported to the County Jail. Again, since your Grand Jury no longer has a Bishop Police jail to inspect, we thought our citizens would like to know of this new development.



County of Inyo



County Administrator - Emergency Services

CONSENT - ACTION REQUIRED

MEETING: August 9, 2022

FROM: Mikaela Torres

SUBJECT: Temporary Residence Post-Disaster Ordinance

RECOMMENDED ACTION:

Request Board approve Ordinance 1286 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Inyo County Code Section 18.78.190 and Adding Chapter 18.83 to the Inyo County Code to Permit the Habitation of Temporary Emergency Dwellings After a Disaster."

SUMMARY/JUSTIFICATION:

On August 2, your Board waived the first reading of this ordinance and scheduled enactment for August 9, 2022. This ordinance therefore comes to your Board for enactment today.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to enact this ordinance today. However, this is not recommended, as this ordinance will help disaster victims obtain much-needed stable housing.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no anticipated impacts to the General Fund. Any impacts are associated with building permit fees.

ATTACHMENTS:

1. Temporary Emergency Dwellings Ordinance

APPROVALS:

Darcy Ellis	Created/Initiated - 8/3/2022
Grace Chuchla	Approved - 8/3/2022
Darcy Ellis	Approved - 8/3/2022
Grace Chuchla	Approved - 8/3/2022
John Vallejo	Approved - 8/3/2022

Amy Shepherd

Final Approval - 8/3/2022

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING INYO COUNTY CODE SECTION 18.78.190 AND ADDING CHAPTER 18.83 TO THE INYO COUNTY CODE TO PERMIT THE HABITATION OF TEMPORARY EMERGENCY DWELLINGS AFTER A DISASTER

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to modify various sections of the Inyo County Code to permit individuals to temporarily live in a RV or travel trailer after their residence is destroyed by a large-scale natural disaster or a smaller-scale accidental disaster.

SECTION TWO. MODIFICATION OF THE INYO COUNTY CODE.

- A. Section 18.78.190 of the Inyo County Code shall be amended in its entirety as shown in Exhibit A.
- B. Chapter 18.83 shall be added to the Inyo County Code. The text of Chapter 18.83 is attached hereto as Exhibit B.

SECTION THREE. 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 FOUR. 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 FIVE. 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 August, 2022, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

DAN TOTTEROH, Chairperson
Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

Exhibit A

“Section 18.78.190 Temporary Uses.

This title shall not be construed to prohibit the following temporary uses in any district:

- A. A temporary building or use necessary and incidental to the construction of a building or group of buildings, when located in the same or abutting property and only during the period of construction;
- B. The open air sale of Christmas trees during the Christmas season, in any C, OS or M district.
- C. The use of a recreational vehicle as a temporary emergency dwelling following a disaster pursuant to the regulations found in Chapter 18.83 of this title.”

Exhibit B

“Chapter 18.83 Temporary Emergency Dwellings Following a Disaster

Section 18.83.010 Definitions

For the purpose of this Chapter, the following definitions shall apply:

- A. “Disaster” shall mean any natural catastrophe such as a fire, flood, or earthquake that has rendered two or more residences uninhabitable. A disaster shall also include a small-scale, accidental disaster, such as a house fire that destroys a single residence. A disaster does not include uninhabitable conditions that are resident-caused over a period of time, such as neglect or failure to maintain one’s residence. The Director of Public Works shall have the authority to decide when an event qualifies as a disaster; provided, however, that if the Board of Supervisors or the State of California has declared a disaster pursuant to Government Code section 8550, *et seq.*, the event shall automatically qualify as a disaster for the purpose of this Chapter.
- B. “Temporary Emergency Dwelling (TED)” shall mean a recreational vehicle as defined in section 18.06.460 of this Code or any of the following: a recreational vehicle as described in Health & Safety Code section 18010; a camper as defined in Vehicle Code section 243; a camp trailer as defined in Vehicle Code section 242; a fifth-wheel travel trailer as defined in Vehicle Code section 324; a housecar as defined in Vehicle Code section 362; or a mobile home that has been approved pursuant to Title 25 of the California Code of Regulations that is left on its transportation chassis and is not temporarily or permanently affixed to the land.
- C. “Uninhabitable” shall mean a residence that is either totally destroyed in a disaster or red-tagged by the Building Official after incurring substantial damage during a disaster.

Section 18.83.010 Temporary Emergency Dwellings Permitted

Any individual in Inyo County whose primary residence has been rendered uninhabitable by a disaster shall be permitted to utilize a TED as a dwelling unit for a period of 18 months.

Section 18.83.020 Temporary Emergency Dwelling Requirements

- A. The TED must be properly registered with the California Department of Motor Vehicles at all times while it is being used as a residence, unless the TED is a mobile home.
- B. The TED must contain the following systems permanently affixed within the TED: cooking facilities, refrigeration, toilet, shower or bathtub, heating, potable water supply system including a faucet and sink, and 110 to 125 volt electrical power supply.
- C. The TED must be located on the parcel that was impacted by the disaster.
- D. The TED may only be occupied by the individuals who utilized the impacted parcel as their primary residence on the date of the disaster.
- E. The TED must meet all setback requirements otherwise applicable to the impacted parcel.
- F. Only one TED may be installed per parcel; provided, however, that if the residence that was rendered uninhabitable was greater than 1500 sq. ft., one additional TED may be installed for every 1,000 sq. ft. of living area. In no event shall more than three TEDs be installed on any one parcel.

Section 18.83.040 Temporary Emergency Dwelling Installation

- A. Prior to installing any TED, the intended occupants must obtain a building permit from the Department of Building and Safety.
- B. No TED shall be occupied until all hazardous disaster debris has been removed from the property.
- C. No TED may be occupied unless it has been granted a certificate of occupancy by the Department of Building and Safety. The certificate of occupancy shall expire 18 months from its date of issuance.
- D. Any TED that is not a mobile home must be constructed to the National Fire Protection Association's Standard on Recreational Vehicles No. 1192 or the American National Standards Institute's A119.5 standard. Compliance with the standards may be demonstrated by manufacturer installed insignia or by physical inspection by the Building Official.
- E. Any TED that is a mobile home must be constructed to standards set forth in Title 25 of the California Code of Regulations.
- F. Prior to the issuance of a certificate of occupancy, all TEDs must meet the following requirements:
 - a. The TED must have a disposal system for black and gray water approved by the Department of Environmental Health.
 - b. The TED must have an electrical hook-up or solar system approved by the Department of Building and Safety.
 - c. The TED must have a permanent connection to a municipal water system or a water well within 60 days of occupancy. Water only be provided by filling the TED's water storage tanks from an off-site source for the first 60 days of occupancy in the TED.
 - d. The TED must be installed on an area of ground that is sufficiently smooth and level to ensure that the TED will be stable. The TED must be equipped with leveling jacks and wheel chocks.

Section 18.83.050 Temporary Emergency Dwelling Removal

Upon the earlier of the expiration of the certificate of occupancy or the completion of the rebuild of the primary residence, the TED must be unhooked from all utilities within 60 days.”



County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: August 9, 2022

FROM: Rochelle Romo

SUBJECT: Subscription for Cyber Security Trainings

RECOMMENDED ACTION:

Request Board authorize the biannual payment for the Diamond Subscription for Cyber Security Awareness Training with KnowBe4 purchased from SHI International, in an amount not to exceed \$15,620.00 for the period of July 3, 2022 to July 3, 2024.

SUMMARY/JUSTIFICATION:

Human error, though mostly unintentional, is one of the main causes of cyber security incidents. When your employees are the weakest link in your IT security, your threats of compromise will increase over time unless you educate them and educate consistently. With KnowBe4's massive database, we analyzed 6 million users over the course of 12 months, and our 2018 research uncovered some surprising results. The overall industry initial Phish-prone percentage benchmark turned out to be a troubling 27%. Fortunately, the data showed that this 27% can be brought down more than half to just 13% in only 90 days by deploying new-school security awareness training. The 365-day results show that by following these best practices, the final Phish-prone percentage can be minimized to 2.17% on average. When you send simulated phishing and training campaigns to your employees on an ongoing basis they learn to STOP, LOOK, and THINK before they click. You are training your employees to be part of your defense-in-depth strategy and they are active participants in helping to protect your organization's risk to social engineering!

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the cyber security training subscription in which case would compromise the security of the County's Network. This is strongly discouraged.

OTHER AGENCY INVOLVEMENT:

All county departments rely heavily on the county's network.

FINANCING:

The cost for the subscription for the period of 7/3/22 to 7/3/24 is requested in the Information Services FY 2022/23 budget 011808-5177 (Maintenance Computer Systems).

ATTACHMENTS:

1. SHI Order S55979317

APPROVALS:

Rochelle Romo
Darcy Ellis
Amy Shepherd
Scott Armstrong

Created/Initiated - 8/2/2022
Approved - 8/2/2022
Approved - 8/2/2022
Final Approval - 8/2/2022



Federal tax ID: 22-3009648
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 888-235-3871
 Fax: 732-805-9669

Please remit payment to:
 SHI International Corp
 P.O. Box 952121
 Dallas, TX 75395-2121
 Wire information: Wells Fargo Bank
 Wire Rt# 121000248
 ACH Rt# 021200025
 Account#2000037641964
 SWIFT Code: WFBIUS6S
 For W-9 Form, www.shi.com/W9

Invoice No. B15284118

Invoice date 5/25/2022
 Customer number 1125889
 Sales order S55979317

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
 All returns require an RMA# supplied by your SHI Sales team.

Bill To

County of Inyo Information Services
 PO Box 477
 Independence, CA 93526
 USA

Ship To

County of Inyo
 168 N EDWARDS
 Attn: Rochelle Romo
 Independence, CA 93526
 USA
 21859441/Rochelle Romo

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
5/25/2022	Jon Bateky/Ent-SLED	21659441	ESD	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
43298925 KMSATD-N-D24-G ESD KnowBe4	KnowBe4 Security Awareness Training Subscription Diamond ESD Software Maintenance From date: 7/3/2022 Maintenance To date: 7/3/2024 EDI Line number: 1.00	501	501	31.17	15,616.17

Quote: 21859441

Sales Balance	15,616.17
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	15,616.17
Currency	USD





County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: August 9, 2022

FROM: Scott Armstrong

SUBJECT: Request for Approval of Purchase of MS Windows Server DC Licenses

RECOMMENDED ACTION:

Request Board waive the competitive bidding requirement and then ratify the purchase and authorize the payment in an amount not to exceed \$13,365.00, payable to Dell, Inc., of Round Rock, TX, for the purchase of 3 Microsoft (MS) Windows Server Datacenter licenses under the County's current MS Enterprise Agreement as an Affiliate Customer under the terms of the Riverside Agreement #8084445 with Microsoft.

SUMMARY/JUSTIFICATION:

MS Datacenter Server licenses are required to run the multiple Microsoft Server Operating Systems on the new Nutanix hyperconverged server environment that your board approved on February 22, 2022, Item #10. The hyperconverged environment has 3 host server nodes, and each host server node requires its own MS Datacenter Server license. Each host server node licensed in this way will be able to host multiple virtualized server instances, each running a Windows Server Operating System.

This is the software component of the hyperconverged server environment project, a key component of our Server Consolidation effort to reduce the number of power-hungry, heat-generating physical servers. This project is budgeted in the approved FY 2021-2022 11808 budget.

The County entered into an Enterprise Agreement with Microsoft with Dell as our provider. Our pricing is guaranteed at an established, lower-than-market discounted rate under our EA agreement. Dell, as the Microsoft Partner for our Enterprise Agreement, is required by Microsoft to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the specified discount.

BACKGROUND/HISTORY OF BOARD ACTIONS:

This request was originally approved by your Board on May 10, 2022 for an amount of \$16,331.41. However, it was discovered that by waiting to purchase until the new Fiscal Year, we would see a price reduction of nearly \$3,000. In an effort to use County funds wisely, this is being brought back to Board for approval at the reduced rate. Also, this request is related to the request approved by your Board to purchase Nutanix Hyperconverged virtual server environment, Item #10 from the February 22, 2022 Board Meeting.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this request, resulting in us not being able to use the hyperconverged

virtual server hardware as intended, requiring that the hardware be returned, or used as 3 overpowered, individual servers.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this request is in the preliminary FY 2022-2023 budget, account 11808, object code 5650.

ATTACHMENTS:

1. Executed Microsoft Enterprise Agreement
2. Invoice

APPROVALS:

Ann Harrison	Created/Initiated - 8/2/2022
Darcy Ellis	Approved - 8/2/2022
Scott Armstrong	Approved - 8/3/2022
John Vallejo	Approved - 8/3/2022
Amy Shepherd	Final Approval - 8/3/2022

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 4th day of August 2020 an order was duly made and entered as follows:

Information Services – Microsoft Enterprise Enrollment Agreement

Moved by Supervisor Pucci and seconded by Supervisor Totheroh to ratify and approve the Enterprise Enrollment Agreement between the County of Inyo and Microsoft of Redmond, WA, through their licensing solutions partner Dell, Inc. of Round Rock, TX, for the provision of Microsoft product subscription services in an amount not to exceed \$465,000 for the period of July 1, 2020 through June 30, 2023 (\$155,000 per year for 3 years), contingent upon the Board's approval of future budgets, and authorize the Information Services Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 4th
Day of August, 2020

Routing
CC Purchasing Personnel Auditor CAO: Information Services Other: DATE: August 13, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____



County of Inyo



County Administrator - Information Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 4, 2020

FROM: Scott Armstrong

SUBJECT: Microsoft Enterprise Enrollment Agreement

RECOMMENDED ACTION:

Request Board ratify and approve the Enterprise Enrollment Agreement between the County of Inyo and Microsoft of Redmond, WA, through their licensing solutions partner Dell, Inc. of Round Rock, TX, for the provision of Microsoft product subscription services in an amount not to exceed \$465,000 for the period of July 1, 2020 through June 30, 2023 (\$155,000 per year for 3 years), contingent upon the Board's approval of future budgets, and authorize the Information Services Director to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County of Inyo wishes to enter into an Enterprise Agreement with Microsoft (MS) as an Affiliate Customer under the terms of the Riverside Agreement 8084445 with Microsoft, and enroll in subscription services with Microsoft through their reseller Dell, Inc. The term of this enrollment is 36 months.

The County of Inyo received competitive quotes from 3 of the Microsoft licensing solutions partners awarded for that contract and selected Dell as the vendor.

These subscription services will replace two projects previously planned for FY2019-2020 (MS Office Upgrade - \$160,000, and MS Office Exchange Server Upgrade - \$45,000), as well as the annual Microsoft Desktop Operating System Enterprise software assurance costs (\$26,000).

These subscription services will also enhance our employees' ability to work anywhere, anytime with government-cloud-hosted data and MS Office applications. Additional features with the MS Office 365 subscription services include collaborative online workspaces, web-based video conferencing, mobile device management services, integrated security features, and email filtering and discovery.

The initial phase of this project will require only 50 licenses, and we'll purchase additional licenses over the next few months as we deploy them to the various County Departments.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this request, resulting in a piecemeal approach to desktop application upgrades, cumbersome remote collaboration tools for the County employees, and increasing support challenges with disparate account security and management systems.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is sufficient preliminary budget in the Computer Upgrade budget (011808) object code Maintenance of Computer (5177) to cover this contract for Fiscal Year 2020-2021. It has also been requested in the Fiscal Year 2020-2021 Department Request budget to be consider at the budget hearings. The funding for this budget comes from the Tech refresh program.

ATTACHMENTS:

1. Enterprise Agreement Amendment
2. Enterprise Agreement
3. County of Inyo Microsoft EA Enrollment Package
4. County of Inyo Microsoft EA Discount Transparency Disclosure Form

APPROVALS:

Lavon Sargent	Created/Initiated - 7/22/2020
Darcy Ellis	Approved - 7/22/2020
Marshall Rudolph	Approved - 7/27/2020
Amy Shepherd	Approved - 7/28/2020
Scott Armstrong	Final Approval - 7/28/2020

Program Signature Form

MBA/MBSA number

8084445

5-0000005631179

Agreement number

8084445

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	0975412.002 (New)
Amendment	M97 (New)
Amendment	W29 (New)
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* County of Inyo

Signature* Scott Armstrong Digitally signed by Scott Armstrong
Date: 2020.08.04 16:48:29 -0700

Printed First and Last Name* Scott Armstrong

Printed Title Information Services Director

Signature Date* Aug 4, 2020

Tax ID

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	<u>Mary Ann Holland</u>
Printed First and Last Name	Mary Ann Holland
Printed Title	Authorized Signer
Signature Date (date Microsoft Affiliate countersigns)	Jul 7, 2020
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment**State and Local**Enterprise Enrollment number
(Microsoft to complete)

6138956

Framework ID
(if applicable)

--

Previous Enrollment number
(Reseller to complete)

6138956

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions**1. Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* County of Inyo

Contact name* First Scott **Last** Armstrong

Contact email address* sarmstrong@inyocounty.us

Street address* 168 N. Edwards Street., PO Box 477

City* Independence

State* CA
Postal code* 93526-0477
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 760-878-0390
Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Mike Last Baffrey
Contact email address* mbaffrey@inyocounty.us
Street address* 168 N. Edwards Street., PO Box 477
City* Independence
State* CA
Postal code* 93526-0477
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 760-937-2974

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78682
Country* United States
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* RoseAnn Bretzmann

Printed name* RoseAnn Bretzmann

Printed title* Analyst

Date* 7/7/2020

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Amendment to Contract Documents

Enrollment Number

5-0000005631179

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr	0	50
3PS-00001	ExchgOnInKioskGCC ShrdSvr ALNG SubsVL MVL PerUsr	0	1

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2019)(IU) .docx		M97	B
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Proposal ID

0975412.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	50	50	1.0	No	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
Microsoft 365 E3 USL	50

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	50	50	50	50

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

**Enterprise
Sub 250 Program
Amendment ID W29**

Enrollment Number

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

- a. Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
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By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.





County of Inyo Pre sig

Final Audit Report

2020-07-07

Created:	2020-07-07
By:	Roseann Bretzmann (Roseann_Bretzmann@Dell.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGAwOylFE0z8oPORPpq0nyXr4HtoAcF4j

"County of Inyo Pre sig" History

-  Document created by Roseann Bretzmann (Roseann_Bretzmann@Dell.com)
2020-07-07 - 5:50:32 PM GMT- IP address: 71.239.102.35
-  Document emailed to Mary Ann Holland (v-maryv@microsoft.com) for signature
2020-07-07 - 5:51:43 PM GMT
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2020-07-07 - 5:51:59 PM GMT- IP address: 99.46.27.157
-  Document e-signed by Mary Ann Holland (v-maryv@microsoft.com)
Signature Date: 2020-07-07 - 5:52:50 PM GMT - Time Source: server- IP address: 99.46.27.157
-  Signed document emailed to Mary Ann Holland (v-maryv@microsoft.com) and Roseann Bretzmann (Roseann_Bretzmann@Dell.com)
2020-07-07 - 5:52:50 PM GMT

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date: 6/29/2020
Program: Enterprise 6
Enrollment Number: Renewal
Quote Number: 0975412.002
Partner Name: Dell Inc.
Reseller Address: One Dell Way
RoundRock, TX, United States, 78682-7000

Discount Details

For this enrollment, Microsoft provided the Customer's Partner an additional discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed in the table below is the maximum price the partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the additional discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the additional discount, does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner.

Ordered Products

Currency	Maximum Resale Price
US Dollar	63,846

Note: The Maximum Resale Price listed in the table above only pertains to the Microsoft Products to be ordered under this Enrollment. The content of this form has no impact on the Customer's price for Non-Microsoft products and services.

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Retail Price for all Microsoft Products ordered under the Customer Contract minus the aggregated discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner: Dell Inc
Customer: County of Inyo
Signature of Customer's authorized representative: Scott Armstrong
Digitally signed by Scott Armstrong
Date: 2020.08.04 16:39:07 -0700
Printed name: Scott Armstrong
Printed title: Information Services Director
Date: Aug 4, 2020

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date: 6/29/2020
Program: Enterprise 6
Enrollment Number: Renewal
Quote Number: 0975412.002
Partner Name: Dell Inc.
Reseller Address: One Dell Way
RoundRock, TX, United States, 78682-7000

Discount Details

For this enrollment, Microsoft provided the Customer's Partner an additional discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed in the table below is the maximum price the partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the additional discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the additional discount, does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner.

Ordered Products

Currency	Maximum Resale Price
US Dollar	63,846

Note: The Maximum Resale Price listed in the table above only pertains to the Microsoft Products to be ordered under this Enrollment. The content of this form has no impact on the Customer's price for Non-Microsoft products and services.

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Retail Price for all Microsoft Products ordered under the Customer Contract minus the aggregated discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner: Dell Inc.
Customer: County of Inyo
Signature of Customer's authorized representative: _____
Printed name: Scott Armstrong
Printed title: Information Services Director
Date: _____

Invoice



4725111900015801

BILL TO:

COUNTY OF INYO
ACCOUNTS PAYABLE
PO BOX 477
COUNTY OF INYO
INDEPENDENCE, CA 93526-0477

SHIP TO:

COUNTY OF INYO
RECEIVING DEPT
INFORMATION SERVICES
168 N EDWARDS ST
INDEPENDENCE, CA 93526

Invoice No: 10600245014	Customer No: 7071315	Order No: 479942557	Page 1 of 1
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Purchase Order: P44728	Sales Rep: VALERIE_ALLEN	Contract Code: C000000649501	
Payment Terms: Due 45 days from invoice date	Contract Code: C000000649501	Customer Agreement #: PSA-0001524	
Due Date: 09/01/2022	Contract Name: Licensing Solution Provider Agreement	Shipped Via: ELECTRONIC	
Invoice Date: 07/18/2022			
Waybill Number: MS-VIRTUAL			
Order Date: 07/14/2022			

Item Number	Description	Qty	Unit	Unit Price	Amount
AC163400	VLA WINDOWS SERVER DATACENTER PER 16 CORE LIC LIC/SA ALL LANG	3	EA	4,454.80	13,364.40

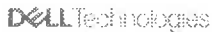
For efficient and immediate access to your account details please visit <https://mfmdell.com/>

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD	
Sub-Total:	\$ 13,364.40
Ship. &/or Handling:	\$ 0.00
ENVIRO FEE:	\$ 0.00
Taxable:	
\$ 0.00	Tax:
Non-Taxable:	\$ 0.00
\$ 13,364.40	
Invoice Total:	\$ 13,364.40

DETACH AT LINE AND RETURN WITH PAYMENT
Invoice No: 10600245014

Customer Name: COUNTY OF INYO
Customer No: 7071315
PO No: P44728
Order Number: 479942557



Make check payable / remit to :

Dell Marketing L.P.
C/O Dell USA L.P.
PO Box 910916
Pasadena, CA 91110-0916

Electronics Payments
Dell Marketing L.P.
PNC Bank
ABA#: 043-000-096
Acct#: 1017304611
Swift code : PNCCUS33

USD	
Sub-Total:	\$ 13,364.40
Ship. &/or Handling:	\$ 0.00
ENVIRO FEE:	\$ 0.00
Taxable:	
\$ 0.00	Tax:
Non-Taxable:	\$ 0.00
\$ 13,364.40	
Invoice Total:	\$ 13,364.40
Balance Due:	\$ 13,364.40
Amount Enclosed:	

0106002450140000001336440000000070713152



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: August 9, 2022

FROM: County Counsel

SUBJECT: Findings Pursuant to AB 361 Authorizing Remote Board of Supervisors Meeting

RECOMMENDED ACTION:

Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

SUMMARY/JUSTIFICATION:

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Inyo County Health Officer currently recommends that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda materials. Adopting the recommended action would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing or the state of emergency continues to directly impact the ability of the members to meet safely in person. In order to continue to meet under those modified rules, the Board will again need to reconsider the circumstances of the state of emergency and again make at least one of the additional findings required by AB 361.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If your Board chooses to not make the required findings, the Board must meet in person as required by the Brown Act, and any Board Member participating via teleconference must make their location open and available to the public during the meeting.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. AB 361 Public Meeting Recommendations

APPROVALS:

Darcy Ellis
John Vallejo

Created/Initiated - 7/18/2022
Final Approval - 7/18/2022



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

Public Health, Suite 203-C
1360 N. Main Street, Bishop CA 93514
TEL: (760) 873-7868 FAX: (760) 873-7800

Marilyn Mann, Director
mmann@inyocounty.us

Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

From: Dr. James Richardson, Inyo County Public Health Officer

Re: Continued Recommendation Re Social Distancing and Remote Meetings

In order to help minimize the spread of COVID-19, I recommend that physical/social distancing measures continue to be practiced throughout our Inyo County communities, including at public meetings of the Board of Supervisors and other public agencies. Individuals continue to contract COVID-19 and spread the infection throughout our communities. Social distancing, masking, and vaccination are crucial mitigation measures to prevent the disease's spread. Remote public agency meetings allow for the participation of the community, agency staff, presenters, and board members in a safe environment, with no risk of contagion. As such, and since this disease negatively and directly impacts the ability of public agencies to conduct public meetings safely in person, it is my recommendation that local public agencies conduct their public meetings remotely.

This recommendation will remain in place until further notice.

Dr. James A. Richardson
Inyo County Health Officer



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: August 9, 2022

FROM: Grace Chuchla

SUBJECT: Second Reading of Purchasing Policy Update Ordinance

RECOMMENDED ACTION:

Request Board approve Ordinance 1285, titled "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing and Replacing Title VI of the Inyo County Code Related to Purchasing."

SUMMARY/JUSTIFICATION:

On August 2, your Board waived the first reading of this ordinance to update Title VI of the Inyo County Code. Your Board also scheduled this ordinance for enactment on August 9. This ordinance therefore comes to your Board for enactment today.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to enact this ordinance.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Title VI Update Ordinance

APPROVALS:

Grace Chuchla
Grace Chuchla
Darcy Ellis
John Vallejo
Amy Shepherd

Created/Initiated - 8/3/2022
Approved - 8/3/2022
Approved - 8/3/2022
Approved - 8/3/2022
Final Approval - 8/3/2022

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING AND REPLACING TITLE VI OF THE INYO COUNTY CODE RELATED TO PURCHASING AND CONTRACTING

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to make certain modifications to Title VI of the Inyo County Code, which governs purchasing and contracting in Inyo County.

SECTION TWO. MODIFICATION OF THE INYO COUNTY CODE.

Title VI of the Inyo County Code is hereby repealed in its entirety and replaced with the new version of Title VI, attached hereto as Exhibit A.

SECTION THREE. 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 FOUR. 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 FIVE. 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 August, 2022, by the following vote:

AYES: _____
NOES: _____

ABSTAIN: _____
ABSENT: _____

DAN TOTTEROH, Chairperson
Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

Exhibit A

Title 6 of the Inyo County Code

“Chapter 6.04 GENERAL PROVISIONS

6.04.010 Application of Title 6.

The provisions of Title 6 of this code apply to all purchases and contracts made by any County officer, agent or employee in his or her official capacity or on behalf of the County or any of its departments, agencies or organizations, or on behalf of any board, district, committee, or association organized under general law within the County and governed ex-officio by, or under the control of, the Board of Supervisors.

6.04.020 Purchases and contracting policy and procedures—Established.

The Purchasing Agent shall develop and enforce a comprehensive policy and set of procedures for purchasing and contracting which shall be consistent with applicable state and federal law, this title, and the resolutions and directives of the Board of Supervisors. Such policy and procedures shall be entitled the “Inyo County Purchasing and Contracting Policy and Procedures Manual” and shall be approved by resolution of the Board of Supervisors. All County officers, agents, and employees shall fully comply with such manual in making, letting, or administering any contract or purchase to which this title applies.

This policy shall be adopted and updated via resolution.

6.04.030 Compliance with law.

Notwithstanding anything in this title to the contrary, the County, its officers, agents, and employees will employ purchasing and contracting procedures which comply with all applicable provisions of state law, and if required, federal law, as such laws may be enacted, amended, or repealed by legislative act or interpreted by a court of competent jurisdiction.

6.04.040 Sufficient appropriated funds required.

Except as otherwise provided by law, neither the Board of Supervisors nor any other County officer, agent, or employee shall make any purchase, or let any contract in an amount in excess of the appropriations for such expenses provided for in the current fiscal year County budget as originally adopted or as thereafter revised.

6.04.050 Unlawful purchases.

Any purchases or contracts for supplies, materials, equipment, or services made contrary to the provisions of this article or the Inyo County Purchasing and Contracting Policy and Procedures Manual shall be void and of no effect. The person approving such purchase order or contract may be held personally responsible for its payment. If the amount of such purchase order or contract has already been paid out of County funds, the amount thereof may be recovered in the name of the County in an appropriate action.

Chapter 6.06 CONTRACTING PREFERENCES

6.06.010 Findings.

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for local businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses levels the playing field between small businesses and larger ones, encourages a diverse business economy, and bolsters the health of our local economy given that many local businesses are also small businesses.

6.06.020 Definitions.

“Local business” means a business which:

1. Has its headquarters, distribution point or locally-owned franchise located in the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
2. Holds any required business license by a jurisdiction located in Inyo County; and
3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County; and
4. Meets the conditions of subsections 1 through 3, but within Mono or Inyo Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

“Responsive bid” means a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

“Small business” means a business which is certified by the state of California or the Small Business Administration as a small business.

6.06.030 Local business and small business preference.

For all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that

business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

6.06.040 Small business subcontracting preference.

For all contracts awarded by Inyo County, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or local business. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

6.06.050 Limit on contracting preferences.

The contracting preferences outlined in section 6.06.030 and 6.06.040 shall not apply in the following situations:

1. When, in the determination of County staff, the local or small business would provide a subpar product or service or is determined to not be a responsible bidder
2. When the purchase is funded in whole or in part by outside funding sources that prohibit the application of a local business or small business preference
3. When state or federal law prohibits the application of a local business or small business preference

Chapter 6.08 PURCHASING AGENT

6.08.010 Purchasing Agent—Established.

Pursuant to the authority of Section 25500 of the Government Code, the position of Purchasing Agent is hereby established. The Board of Supervisors shall appoint the Purchasing Agent and provide such assistants as are necessary.

6.08.020 Duties and authority.

The Purchasing Agent shall have the duties and authority set forth in the laws of the state of California relating to County Purchasing Agent, this title, the Board of Supervisors' appointing resolution, and the Inyo County Purchasing and Contracting Policy and Procedures Manual.

6.08.030 Reporting requirements.

The Purchasing Agent shall furnish the Board of Supervisors reports on the work of the Purchasing Agent in carrying out the provisions of Title 6 of the Inyo County Code and such other information as the Board of Supervisors may from time to time require.

6.08.040 Destruction of requisitions.

The Purchasing Agent is authorized to destroy and dispose of any written requisition received by the Purchasing Agent which is more than three years old as allowed by Government Code Section 25501.5.

Chapter 6.10 PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

6.10.010 Procurements not exceeding \$75,000.

Except as otherwise provided by law, authority is hereby delegated to the Purchasing Agent to make all purchases, rentals, or leases of personal property for use by the County, when the aggregate cost of such purchase does not exceed \$75,000. The Purchasing Agent shall establish rules and procedures for such purchases and shall set forth these rules and procedures in the Inyo County Purchasing and Contracting Policy and Procedures Manual. The Purchasing Agent may choose to delegate some or all of this purchasing authority to department heads.

6.10.020 Procurements exceeding \$75,000

Except as otherwise provided by law, the Board of Supervisors must make all purchases, rentals, or leases of personal property for use by the County, when the aggregate cost of such purchase exceeds \$75,000. The Purchasing Agent shall establish rules and procedures for such purchases and shall set forth these rules and procedures in the Inyo County Purchasing and Contracting Policy and Procedures Manual.

Chapter 6.14 PUBLIC WORKS PROJECTS

6.14.010 Public works projects definition.

“Public works projects” consist of the construction, improvement, alteration, painting or repair of any public building or facility identified in Public Contract Code Section 20121 or 20150.2. Public works projects do not include grading, drainage, laying of pipe, fencing, landscaping, instrument installation and similar construction and repair work necessary to maintain day-to-day landfill operations (Public Contract Code 20121.1). Public works projects do not include road or bridge projects.

6.14.020 Public works project cost definition.

Public works project costs include the costs of all construction, improvement, alteration, painting or repairs as well as the cost of all furnishings, materials, or supplies used or incorporated into the project; but excludes required plans, specifications, engineering, advertising, and other costs identified in Public Contract Code Section 20150.3.

6.14.030 California Uniform Public Construction Cost Accounting Act

Inyo County hereby elects to opt in to the California Uniform Public Construction Cost Accounting Act (Public Contract Code (“PCC”) section 22000, *et seq.*) and elects to comply with the uniform construction cost accounting procedures set forth in PCC section 22010, *et seq.*

All words and phrases used in sections 6.14.030 to 6.14.060 shall have the same meaning as those words and phrases are defined in PCC section 22002.

6.14.040 California Uniform Public Construction Cost Accounting Act – Small Contracts

For public projects for which the total cost falls below the limit established by PCC section 22032(a), the work may be performed by Inyo County employees by force account, by negotiated contract, or by purchase order.

6.14.050 California Uniform Public Construction Cost Accounting Act – Informal Bidding Procedures

Pursuant PCC section 22034, Inyo County hereby establishes the following procedures for informal bidding:

- A. **Applicability.** This informal bidding procedure shall apply to any public project for which the total cost falls below the limits set by PCC section 22032(b).
- B. **Contractor lists.** The Public Works Department shall maintain a list of qualified contractors in accordance with PCC section 22034(a)(1). The Public Works Department shall follow the criteria set forth by the California Uniform Public Construction Cost Accounting Act Commission when determining whether a contractor may be added to the list. The Public Works Department shall maintain different lists for different categories of work (e.g. landscaping, painting, roofing, etc.). Contractors may be added to multiple lists dependent upon their qualifications and licensure. When applying to join a list, the contractor shall indicate whether they prefer to receive notice of bids via mail or email.
- C. **Notice.** A notice inviting informal bids for a public project shall describe the project in general terms and how to obtain more detailed information about the project and state the time and place for the submission of bids. The Public Works Department shall provide the notice to all contractors on the relevant lists established in accordance with section 6.14.050(B). Notice shall be provided by mail or email, per the contractor’s indicated preference.
- D. **Timing.** The notice inviting bids shall provide contractors at least 14 days to respond from the publication date.
- E. **Award of Contract.** The Purchasing Agent and the Public Works Director are authorized to choose a winning bidder and award the contract.

6.14.060 California Uniform Public Construction Cost Accounting Act Implementation – Formal Bidding Procedures

For public projects for which the total cost exceeds the limit set forth in PCC section 22032(c), Inyo County shall comply with the procedures set forth in PCC section 22037.

Chapter 6.16 ROAD AND BRIDGE PROJECTS

6.16.010 Road projects definition.

“Road projects” consist of the construction, repair or maintenance of a County highway as defined in Sections 25 and 941 of the Streets and Highways Code. A “road project” is not a public works project.

6.16.020 Bridge projects definition.

“Bridge projects” consist of construction, repair and maintenance of a County bridge or subway as defined in Sections 1320, 1321, 1390 to 1404, and 1430 to 1436 of the Streets and Highways Code. A “bridge project” is not a public works project.

6.16.030 Road projects costing \$25,000 or less.

Whenever the Board of Supervisors finds that the estimated expense of a road project is \$25,000 or less, the Purchasing Agent may let a contract covering both work and material, or purchase the material and let a contract for doing the work, or purchase the materials and have the work done by day labor. Such contracts may be let without calling for bids as required by Article 25 of Part 3 of Division 2 of the Public Contract Code, but shall comply with the Inyo County Purchasing and Contracting Policy and Procedures Manual and other applicable law. The Director of Public Works shall administer the letting of such contracts in compliance with this section.

6.16.040 Road projects costing more than \$25,000, but not more than \$50,000.

Whenever the estimated expense of a road project is more than \$25,000, but not more than \$50,000, the Director of Public Works may let a contract for such project after compliance with a formal, sealed bidding procedure. Such contract shall be let in compliance with Section 20394.5 of the Public Contract Code, the Inyo County Purchasing and Contracting Policy and Procedures Manual, and other applicable law.

6.16.050 Road projects costing more than \$50,000.

Whenever the Board of Supervisors finds that the estimated expenses of a road project are more than \$50,000, the Board of Supervisors may let a contract for such project. Such contract shall be let in compliance with Public Contract Code section 20390, *et seq.*, the Inyo County Purchasing and Contracting Policy and Procedures Manual, and other applicable law. The Director of Public Works shall administer the letting of such contract in compliance with this section.

6.16.060 Bridge projects costing \$2,000 or less.

Whenever the Director of Public Works finds that the estimated expense of a bridge project is \$2,000 or less, the Purchasing Agent may let a contract covering both work and material, or purchase the material and let a contract for doing the work, or purchase the material and have the work done by day labor. Such contracts may be let without calling for bids as required by Public Contract Code Section 20405, but shall be let in compliance with the Inyo County Purchasing and Contracting Policy and Procedures Manual and other applicable law. The Director of Public Works shall administer the letting of such contracts in compliance with this section.

6.16.070 Bridge projects costing more than \$2,000 but less than \$10,000.

Whenever the Board of Supervisors finds that the estimated expense of a bridge project is more than \$2,000, but less than \$10,000, the Purchasing Agent may let a contract covering both work and materials, or purchase the materials and let a contract for doing the work without calling for bids as required by Public Contract Code Section 20405. Such contracts shall be let in compliance with the Inyo County Purchasing and Contracting Policy and Procedures Manual and other applicable law. The Director of Public Works shall administer the letting of such contracts in compliance with this section.

6.16.080 Bridge projects costing more than \$10,000.

Whenever the Board of Supervisors finds that the estimated expense of a bridge project is more than \$10,000, the Board of Supervisors may let a contract for such project. Such contract shall be let in compliance with Sections 20404, 20405 and 20406 of the Public Contract Code, the Inyo County Purchasing and Contracting Policy and Procedures Manual, and other applicable law. The Director of Public Works shall administer the letting of such contract in compliance with this section.

6.16.090 Delegation of authority to road commissioner

The Board of Supervisors hereby delegates the following powers to the County Road Commissioner:

1. The power to designate a County employee to open and examine bids submitted for road and/or bridge project procurements (PCC 20393, 20405)
2. The power to execute change orders or additions to the fullest extent provided by Public Contract Code section 20395
3. The power to enter into contracts for road projects less than \$50,000 in accordance with the requirements of Public Contract Code section 20394.5
4. The power to enter into contracts for bridge projects less than \$10,000 (PCC 20403)

Chapter 6.22 EMERGENCY PURCHASING AND CONTRACTING

6.22.010 Emergency purchasing and contracting – personal property and services.

Notwithstanding any other section of this title, the Board of Supervisors hereby authorizes the Purchasing Agent, whenever the board has proclaimed a local emergency pursuant to Government Code Section 8630, to engage independent contractors to perform services related to the local emergency for the County and officers thereof and to purchase supplies or materials without regard to the dollar amount of the purchase. Any purchase made pursuant to this section shall be limited to services or personal property that is necessary to respond to the proclaimed local emergency and that are needed so immediately that the Purchasing Agent cannot engage in the competitive process or request Board of Supervisor approval.

6.22.020 Emergency repair or replacement of public works.

Notwithstanding the any other section of this title, the Board of Supervisors may proceed as authorized by Public Contract Code Section 20134 and 22050 to repair or replace public works in compliance with that section. The Director of Public Works shall administer the repair or replacement of such public works in accordance with the Board's direction, Public Contract Code Section 20134 and 22050, the Inyo County Purchasing and Contracting Policy and Procedure Manual, and other applicable law. The Director of Public Works is further empowered to act pursuant to Public Contract Code section 22050(a)(1) to perform emergency repairs on public works.

6.22.030 Emergency road projects.

Notwithstanding the any other section of this title, the Board of Supervisors may let contracts as authorized by Public Contract Code Section 20395(c) for the purchase of materials, for work, or for materials and work, for emergency road projects. The Director of Public Works shall administer such emergency road projects in accordance with the Board's direction, Public Contract Code Section 20395(c), the Inyo County Purchasing and Contracting Policy and Procedure Manual, and other applicable law.

6.22.040 Emergency bridge projects.

Notwithstanding the any other section of this title, the Board of Supervisors may proceed as authorized by Public Contract Code Section 20407 to repair or replace bridges. The Director of Public Works shall administer the repair or replacement of such bridges in accordance with the board's direction, Public Contract Code Section 20407, the Inyo County Purchasing and Contracting Policy and Procedure Manual, and other applicable law.

Chapter 6.24 PURCHASE, SALE, TRANSFER, LEASE OR RENTAL OF REAL PROPERTY; LICENSES AND PERMITS

6.24.010 Purchase, sale and transfer of real property.

Except as otherwise provided in Sections 6.24.020 through 6.24.040 of this chapter, the Board of Supervisors shall make all purchases, sales, or transfers of any interest in real property owned or acquired by the County. Such transactions shall be made in compliance with applicable law. The County Administrator shall administer all such transactions in accordance with the Board's direction, this section and applicable law.

6.24.020 Lease or rental of real property for use by the County.

The Board of Supervisors shall make all leases or rentals of real property for use by the County. Such transactions shall be made in compliance with applicable law. The County Administrator shall administer all such transactions in accordance with the Board's direction, this section, and applicable law.

6.24.030 Lease or rental of real property belonging to the County.

The Board of Supervisors hereby authorizes the Purchasing Agent to lease or rent real property belonging to, or leased by, the County if the actual monthly lease payment or rental does not exceed \$5,000 per month and any of the following conditions are true:

1. The duration of the lease or rental agreement does not exceed 24 hours
2. The square footage of the area being leased is less than 500 sq. ft.

Any lease approved by the Purchasing Agent shall not be renewable and notice as required by Government Code Section 25537(b) and (c) shall be given.

The Inyo County Board of Supervisors may by ordinance delegate to certain County officers and employees the authority to execute, on behalf of the County, specific types of leases and rentals of real property belonging to, or leased by, the County. Such ordinances shall be codified in the Inyo County Code within the appropriate title.

Except as otherwise provided for in subsections A and B of this section, the Board of Supervisors shall make all other leases or rentals of property belonging to the County. Such transactions shall be made in compliance with applicable law. The County Administrator shall administer all such transactions in accordance with the Board's direction, this section, and applicable law.

6.24.040 Licenses or permits.

The following County officers and employees are hereby authorized to execute on behalf of the County the permits and licenses for use of County real property as set forth below:

Type of Permit	Employee	Process
Road encroachment permit	Director of Public Works	Pursuant to standard specifications for encroachment permits

Rental of County parks and buildings generally utilized for public gatherings (e.g. town halls)	Risk Management	Pursuant to park rental form
Airport hangars	Director of Public Works	Pursuant to airport hangar lease agreement

Chapter 6.26 DONATION OF PROPERTY TO THE COUNTY

6.26.010 Acceptance of real property donated to the County.

All gifts, bequests, or devises of real property, or any interest therein, made to or in favor of the County, or to or in favor of the Board of Supervisors in trust for any purpose, may be accepted or rejected only by the Board of Supervisors.

6.26.020 Acceptance of personal property, including money, donated to the County.

The Purchasing Agent is hereby delegated the authority to accept any gift, bequest, or devise of personal property, including money, made to or in favor of the County, provided all of the following conditions are met:

1. The value of such gift, bequest, or devise does not exceed \$20,000; and
2. There is no restriction imposed by such gift, bequest, or devise upon how the County may use the personal property or money.

All other gifts, bequests, or devises made to or in favor of the County, or to or in favor of the board in trust for any public purpose, may be accepted or rejected only by the Board of Supervisors.

6.26.030 Disposition of donated property and money.

All real property, including any interest therein, personal property, including money, and the income and increases thereof, accepted by the County as a gift, bequest, or devise; shall be held by the Board of Supervisors and be disposed of for those lawful uses and purposes as are prescribed in the terms of the gift, bequest or devise, and in accordance with applicable law.

Chapter 6.28 SALE AND TRANSFER OF SURPLUS COUNTY PROPERTY

6.28.010 Intra-County use of surplus personal property.

When any item of personal property is no longer needed by an office or department of the County, such fact will be reported to the Purchasing Agent who may declare the item or items as surplus and place such item at items in a surplus pool. Whenever any office or department is in

need of an item which has been placed in the surplus pool or has requisitioned the purchase of a similar item, the Purchasing Agent may transfer the item to such office or department with the prior approval of that department head.

6.28.020 Trade-in of surplus property.

When purchasing personal property for which the cost does not exceed \$10,000, the Purchasing Agent is authorized to solicit and accept advantageous trade-in allowances for personal property which is no longer required for public use by the County, providing that the surplus value of such property is less than \$10,000. All other trade-in allowances for surplus County personal property must be approved by the Board of Supervisors.

6.28.030 Sale of surplus personal property.

- A. The Purchasing Agent is hereby authorized to make a determination that personal property owned by the County in the surplus pool is no longer required for public use upon the following conditions;
 - 1. The personal property has been placed into the County's surplus personal property pool and has remained there unused for a period of at least three consecutive months;
 - 2. The personal property is not collateral or subject to a creditor's lien as a result of any financing or lease-purchase agreement entered into by the County;
 - 3. The surplus value of the property does not exceed \$10,000;
 - 4. The County has no reasonably foreseeable need for the property;
 - 5. Applicable provisions of law, rules, regulations, or grant requirements do not prohibit the County from disposing of the property as surplus.
- B. Except as expressly delegated to the Purchasing Agent above, the Board of Supervisors shall make all other determinations that personal property belonging to the County is no longer required for public use.
- C. The Purchasing Agent shall sell all personal property belonging to the County which has been determined no longer required for public use. Such sale shall be in accordance with the Inyo County Purchasing and Contracting Policy and Procedures Manual and applicable law.

6.28.040 Proceeds from the sale of surplus personal property.

Except as otherwise provided by law, proceeds from the sale of surplus County personal property shall be paid into the County treasury for County use.

Chapter 6.30 DISPUTE RESOLUTION PROCEDURE

6.30.010 Applicability of Dispute Resolution Procedure.

There is hereby established a mandatory administrative dispute resolution process applicable to any procurement in the County of Inyo in which formal or informal bids or quotes are collected as part of the procurement process.

6.30.020 Dispute Resolution Procedure.

1. Only an individual or entity who has submitted a bid or a quote is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. All protests must be received within 10 calendar days of the date of the written notification of the award. Materials submitted after the deadline will not be considered.
3. Protests must be in writing and contain a complete statement of the basis for the protest and all supporting documentation. The protest must refer to the specific alleged irregularity upon which the protest is based. The protest must include the name, address, email, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
4. No hearing shall be provided unless requested by the Protester in writing or deemed necessary by the Purchasing Officer. Any hearing shall be conducted in accordance with the rules and procedures set forth in Section 22.12.040(e).
5. A copy of the protest and all supporting documents must be transmitted by mail or by e-mail, by or before the Bid Protest Deadline, to the County Purchasing Agent. Because protests must be received within 10 days of the notification of the award, it is strongly recommended that notifications be transmitted via email.
6. A copy of the protest must also be sent to the physical and email address to which the bid in question was submitted.
7. The Purchasing Officer shall make a decision concerning the appeal, and notify the Proposer making the appeal, within 20 days of the submission of the protest. The decision of County's Purchasing Director shall be deemed final."



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: August 9, 2022

FROM: Sarah Downard

SUBJECT: 2022-2027 California Oral Health Program Agreement

RECOMMENDED ACTION:

Request Board ratify and approve the California Oral Health Program Grant Agreement No. 22-10167 between the County of Inyo and the California Department of Public Health for the provision of implementing the Inyo County Local Oral Health Program in an amount not to exceed \$715,565 for the period July 1, 2022 to June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Director or designee to sign the Agreement Funding Application, California Civil Rights Laws Attachment, and Contractor Certification Clauses.

SUMMARY/JUSTIFICATION:

This item is coming before your Board late due to administrative challenges faced by the Public Health and Prevention Division during COVID-19 surges and staff vacancies during FY 21-22. The California Oral Health Program funding supports implementing ongoing dental case management, education, and community collaboration as a prevention strategy and to provide support for families. This will be the first time that Inyo County has been awarded this grant from the California Department of Public Health, and it will allow HHS to build a more robust oral health program. The Department will conduct a local dental health needs assessment and the results will be used to create an action plan to address the oral health needs of underserved areas and vulnerable population groups.

Additionally, through this program, HHS will strengthen existing partnerships with local dentist offices and form new relationships with schools, dental providers, and other stakeholders. By doing this, we hope to improve access to oral health education and preventative dental services utilizing an evidence-based oral health literacy campaign.

The Department respectfully requests your Board's approval to provide dental health services for children and families in our community.

BACKGROUND/HISTORY OF BOARD ACTIONS:

n/a

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to decline this funding, preventing vulnerable children and families from receiving

dental health education and case management support.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this contract is from State funding. This funding will be brought in as a revenue to the MCAH Budget (641622) in State Other (4499). No County General Funds.

ATTACHMENTS:

1. Inyo Oral Health Program Grant Agreement
2. CA Civil Rights Laws Attachment
3. Contractor Certification Clauses

APPROVALS:

Sarah Downard	Created/Initiated - 7/12/2022
Darcy Ellis	Approved - 7/12/2022
Sarah Downard	Approved - 7/12/2022
Genoa Meneses	Approved - 7/13/2022
Melissa Best-Baker	Approved - 7/30/2022
Anna Scott	Approved - 7/31/2022
John Vallejo	Approved - 8/1/2022
Amy Shepherd	Approved - 8/1/2022
Anna Scott	Final Approval - 8/2/2022

CALIFORNIA ORAL HEALTH PROGRAM
Moving California Oral Health Forward

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

[County of Inyo], hereinafter “Grantee”

Implementing the “[Inyo County Local Oral Health Program],” hereinafter “Project”

GRANT AGREEMENT NUMBER 22-10167

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under [Health and Safety Code, Section 104750 & 131085 and Revenue and Taxation Code 30130.57].

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide [establish or expand upon existing Local Oral Health Programs by including the following program activities related to oral health in their communities: education, disease prevention, facilitating community-clinical linkages, and surveillance. These activities will improve the oral health of Californians. This goal shall be achieved by providing funding for activities that support demonstrated oral health needs and prioritize underserved areas and populations.]

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of [Seven Hundred Fifteen Thousand Five Hundred Sixty Five Dollars and Zero Cents (\$715,565.00)

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on [July 1, 2022 or upon approval of this grant] and terminates on [June 30, 2027]. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: [County of Inyo]
---	----------------------------------

Name: David James	Name: Sarah Downard, Prevention Program Manager
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 1360 North Main Street-Suite 203
City, ZIP: Sacramento, CA 95814	City, ZIP: Bishop, CA 93514
Phone: (916) 440-7197	Phone: 760-872-1187
E-mail: DentalDirector@cdph.ca.gov	E-mail: sdownard@inyocounty.us

Direct all inquiries to the following representatives:

California Department of Public Health, Office of Oral Health]	Grantee: [County of Inyo]
Attention: David James	Attention: Sarah Downard, Prevention Program Manager
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 1360 North Main Street-Suite 203
City, Zip: Sacramento, CA 95814	City, Zip: Bishop, CA 93514
Phone: (916) 440-7197	Phone: 760-872-1887
E-mail: DentalDirector@cdph.ca.gov	E-mail: sdownard@inyocounty.us

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: [County of Inyo]
Attention "Cashier": Melissa Best-Baker
Address: P.O. Drawer H
City, Zip: Independence, CA, 93526
Phone: 760-878-0232
E-mail: mbestbaker@inyocounty.us

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed

and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A, GRANT APPLICATION – Application Checklist, Grantee Information Form, Narrative Summary Form, Scope of Work and Deliverables

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA) -

<https://oralhealthsupport.ucsf.edu/moving-california-oral-health-forward-rfa-2022-2027>

Exhibit E ADDITIONAL PROVISIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Marilyn Mann, Director
County of Inyo
1360 North Main Street-Suite 203
Bishop, CA 93514

Date: _____

Joseph Torrez, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue
Sacramento, CA 95814

**Moving California Oral Health Forward 2022 – 2027
Application Checklist**

Document A

DUE: 12/15/21	
DATE OF SUBMISSION:	December 15, 2021
ORGANIZATION NAME:	County of Inyo Health & Human Services
APPLICATION CONTACT NAME: Sarah Downard	PHONE NUMBER: 760-872-1887
EMAIL ADDRESS: sdownard@inyocounty.us	

Complete this Application Checklist and email it along with the following documents to: DentalDirector@cdph.ca.gov by 12/15/21*

**Note: A supplemental submission containing Document E (Supplemental Submission Checklist) and Document F (Detailed Budget and Justification) is due on 01/31/22. This is to accommodate additional program and fiscal planning as part of an interactive process with OOH.*

APPLICATION CONTENTS:

Please Check

- Application Checklist (Document A)
- Grantee Information Form (Document B)
- Narrative Summary Form (Document C)
- Governmental Payee Form CDPH 9083 (Document D)
- Grant Activities and Reporting/Tracking Measures (Exhibit A)

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Grantee Information Form

Organization	This is the information that will appear in your grant agreement.	
	Federal Tax ID #	<u>95-6005445</u>
	Name	<u>Inyo County Health & Human Services</u>
	Mailing Address	<u>1360 North Main Street-Suite 203 Bishop, CA 93514</u>
	Street Address (If Different)	<u></u>
	County	<u>Inyo</u>
	Phone	<u>760-873-7868</u> Fax <u>760-873-7800</u>
	Website	<u>www.inyocounty.us</u>
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover.	
	Name	<u>Marilyn Mann</u>
	Title	<u>Director</u>
	If address(es) are the same as the organization above, just check this box and go to Phone <input checked="" type="checkbox"/>	
	Mailing Address	<u></u>
	Street Address (If Different)	<u></u>
	Phone	<u>760-873-3305</u>
Email	<u>mmann@inyocounty.us</u>	
Project Director	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with Oral Health Program staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.	
	Name	<u>Sarah Downard</u>
	Title	<u>Prevention Program Manager</u>
	Supervisor Name and Title	<u>Anna Scott, Assistant Director</u>
	Supervisor Email and Phone	<u>ascott@inyocounty.us 760-873-7868</u>
	If address(es) are the same as the organization above, just check this box and go to Phone <input checked="" type="checkbox"/>	
	Mailing Address	<u></u>
	Street Address (If Different)	<u></u>
	Phone	<u>760-872-1887</u> Fax <u>760-873-7800</u>
	Email	<u>sdownard@inyocounty.us</u>
Funding	These are the annual Funding amounts your LHJ will accept for grant purposes.	
	Year 1 (FY 22/23)	\$143,113
	Year 2 (FY 23/24)	\$143,113
	Year 3 (FY 24/25)	\$143,113
	Year 4 (FY 25/26)	\$143,113
	Year 5 (FY 26/27)	\$143,113

Narrative Summary Form
Inyo County Public Health Department

NARRATIVE SUMMARY

Include a Narrative Summary about your Local Oral Health Program (LOHP). Please describe the following elements:

New Programs (new programs in 2022-2027 grant cycle)

- Your county or jurisdiction's current status of oral health.
- Your vulnerable and/or underserved population(s), demographics, and geography.
- Include whether your LHJ has an Oral Health Program currently in place, and if so, please describe.
- Please provide a general description of how you envision the LOHP evolving over the five-year grant term, and how you shall accomplish these activities.

Inyo County is considered a frontier county, due to the very low population density and distance from large urban areas. 19,304 residents reside in a 10,227 square mile geographic region that borders Nevada. Inyo County has both the lowest point in the continental United States (Badwater in Death Valley, at 282 ft. below sea level), and the highest point (Mt. Whitney, at 14,496 ft. above sea level). A majority of the County's population resides in the Owens Valley. The southeastern portion of the Inyo County contains a series of mountain ranges characteristic of the rest of the Great Basin, interspersed with spans of desert. Due to the rugged terrain, Inyo County residents are fairly isolated from the rest of California.

It takes 3-5 hours by car to reach a moderately large city in California or Nevada from the Owens Valley. Los Angeles and Las Vegas are 4-5 hours south. Sacramento is a 5 hour drive north and west over the Sierra Nevada Mountains. During the winter months several of the passes are usually closed. Residents are required to drive many additional hours to circumvent the mountains, thereby adding miles, gas costs and other expenses. The county has a high desert, arid climate, with about 78% sunny days throughout the year.

One unfortunate by-product of our location is a shortage or lack of health care options for some members of our community. Health Care Reform has increased the number of residents who have health coverage; however, access to care remains an issue. The Inyo County HHS Public Health division offers limited dental case management. Almost no dental or vision services are available for the Medi-Cal population within the county. Currently, there are many dental providers in the area who accept private insurance but are not willing to accept MediCal patients. At this time Inyo County has one MediCal accepting dental provider through Indian Health Services, however they are limited in the amount of new patients they can receive. The population in general is in need of preventative and interventional medical, dental, mental health services, substance

Narrative Summary Form
Inyo County Public Health Department

abuse, and social services. Strategies and initiatives to improve dental health locally include:

- Ongoing Dental Case Management and educational classes are taught in English and Spanish. Some out-of-county transportation is offered for pediatric dental appointments.
- Ongoing community collaboratives and partnerships. Most notably, the Team Inyo for Healthy Kids collaborative, which focuses on prevention strategies to improve the health of local children and youth.

Through the LOHP over the next 5 years, we initially plan to conduct a local dental health needs assessment. Through the needs assessment we will create an action plan to address the oral health needs of underserved areas and vulnerable population groups. We will strengthen existing partnerships with local dentist offices and form new relationships with schools, dental providers and other stakeholders. By doing this we hope to improve access to oral health education and preventive dental services. We will work with the new FQHC to ensure access to dental services for MediCal eligible clients. We will use this funding to foster a dental program to educate youth and families on the importance of preventative screenings. We use primary prevention technique by promoting an evidence based oral health literacy campaign.

The Narrative Summary cannot exceed 2 pages, single-spaced, using 12 pt. font, with one-inch margins on all sides. Please use the Narrative Summary Form to prepare this application component. This will be the third document to include in your grant application. (*Document C*)

Click or tap here to enter text.

Submit

GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to (916) 850-0100, or mail it to the address above.

Principal Government Agency Name

County of Inyo

Remit-To Address (Street or PO Box)

P.O. Drawer H

City: Independence State: CA Zip Code+4: 93526

Government Type:

- City
- County
- Special District
- Federal
- Other (Specify)

Federal Employer Identification Number (FEIN) 95-6005445

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>

Contact Person Melissa Best-Baker Title Senior Management Analyst

Phone number 760-878-0232 E-mail address mbestbaker@inyocounty.us

Signature Melissa Best-Baker Date 12/9/2021

**Grant Activities
2022 – 2027
REVISED 11/5/2021**

Local Health Jurisdictions (LHJs) shall implement selected strategies outlined in the California Oral Health Plan and make progress toward achieving the California Oral Health Plan’s goals and objectives. The activities may include convening, coordination, and collaboration to support planning, disease prevention, surveillance, education, and linkage to treatment programs. LHJs will maintain regular reporting to demonstrate progress towards implementing grant activities.

LHJs or designees must select Grant Activities and Reporting/Tracking Measures for objectives 1, 2, and 3 and will be responsible for selecting, at a minimum, one additional objective (from objectives 4 – 7) of their choice for the entire grant term. LHJs or designees can choose one or all objectives from 4-7.

A more comprehensive summary of expectations for grant objectives, activities, and reporting/tracking measures is included in a separate LOHP Work Plan in Appendix 2.

Based on the guidance above, please indicate which of the objectives and activities your local health jurisdiction will implement by placing an "X" in the appropriate check box below. Maintain records of reporting/tracking measures for all selected objectives and submit documentation annually, bi-annually, or as necessary, including all relevant documentation in progress report and data form submissions:

Activities	Reporting/ Tracking Measures	Timeline
<input checked="" type="checkbox"/> Objective 1: By June 30, 2027, establish or sustain program infrastructure, partnerships, and processes to ensure implementation and evaluation of the Work Plan.		
<input checked="" type="checkbox"/> 1.1: Build or maintain capacity and engage community stakeholders to provide qualified professional expertise in dental public health for program direction, coordination, and collaboration.	1.1.a(A): LOHP staff trainings list 1.1.b(A): Advisory Committee (AC) members list 1.1.c(A): AC meeting agendas 1.1.c(B): Number of AC meetings convened 1.1.c(C): AC meeting participation list 1.1.d(A): Community engagement summary 1.1.e(A): List of partner communications 1.1.f(A): AC meeting minutes 1.1.g(A): AC satisfaction survey evaluation	07/1/22- 06/30/27
<input checked="" type="checkbox"/> 1.2: Assess and monitor social and other determinants of health, health status, health needs, and health care services available to local communities, with a special focus on underserved areas and vulnerable	1.2(A): List of prominent social determinants of health in LHJ 1.2(B): 2020 census data on vulnerable/underserved demographics in LHJ	07/1/22- 12/31/25

Grant Activities
2022 – 2027
REVISED 11/5/2021

population groups.	1.2.a(A): Needs Assessment (NA) work group roster 1.2.b(A): Summary resources and service gaps 1.2.c(A): NA instrument 1.2.d(A): Data gathered and inventoried 1.2.d(B): Summary of analysis and data gaps 1.2.d(C): Identified resources to fill data gaps 1.2.d(D): Description of methods selected 1.2.e(A): Action plan to collect missing NA data 1.2.e(B): Summary of data collected 1.2.f(A): Data summary report	
<input checked="" type="checkbox"/> 1.3: Identify assets and resources that will help to address the oral health needs of the community with an emphasis on underserved areas and vulnerable population groups within the jurisdiction.	1.3.a(A): Inventory of community assets and resources 1.3.b(A): Published inventory of community assets/resources and service gaps	07/1/22- 12/31/25
<input checked="" type="checkbox"/> 1.4: Develop a new or update an existing community health improvement plan (CHIP) and create an action plan to address the oral health needs of underserved areas and vulnerable population groups for the implementation phase and to achieve the state oral health objectives.	1.4.a(A): CHIP timeframe 1.4.a(B): Summary of objectives and strategies 1.4.a(C): List of participants in CHIP planning 1.4.b(A): List of planning meetings and meeting minutes 1.4.c(A): Action plan 1.4.d(A): Summary report	07/1/22 – 08/31/26
<input checked="" type="checkbox"/> 1.5: Develop a new, or continue implementing an existing Evaluation Plan, to monitor and assess the progress and success of the Local Oral Health Program (LOHP) Work Plan objectives. Update objectives, evaluation questions, and plan as needed.	1.5.a(A): List of stakeholders in evaluation process 1.5.b(A): Program logic model 1.5.c(A): Evaluation Plan grid 1.5.d(A): Evaluation Plan progress summary	07/1/22- 12/31/25
<input checked="" type="checkbox"/> 1.6: Complete progress reports (PR) bi-annually using the progress report template provided. Detailed instructions will be provided.	1.6(A): PR 1 July 1st – December 31, 2022 o DUE January 31, 2023 1.6(B): PR 2 January 1st – June 30, 2023 o DUE July 31, 2023 1.6(C): PR 3 July 1st – December 31, 2023 o DUE January 31, 2024	07/1/22- 06/30/27

**Grant Activities
2022 – 2027
REVISED 11/5/2021**

	<p>1.6(D): PR 4 January 1st – June 30, 2024 o DUE July 31, 2024</p> <p>1.6(E): PR 5 July 1st – December 31, 2024 o DUE January 31, 2025</p> <p>1.6(F): PR 6 January 1st – June 30, 2025 o DUE July 30, 2025</p> <p>1.6(G): PR 7 July 1st – December 31, 2025 o DUE January 31, 2026</p> <p>1.6(H): PR 8 January 1st – June 30, 2026 o DUE July 30, 2026</p> <p>1.6(I): PR 9 July 1st – December 31, 2026 o DUE January 31, 2027</p> <p>1.6(J): PR 10 January 1st – June 30, 2027 o DUE July 30, 2027</p>	
<p><input checked="" type="checkbox"/> Objective 2: By June 30, 2027, implement evidence-based programs to achieve California Oral Health Plan objectives.</p>		
<p><input checked="" type="checkbox"/> 2.1: Conduct planning to support the development of community-clinical linkages and school-based/ school-linked programs.</p>	<p>2.1.a(A): Strengths Weaknesses Opportunities Threats (SWOT) analysis summary report</p> <p>2.1.b(A): List of participating and identified schools and grades</p> <p>2.1.b(B): Program model selected and tracking system</p> <p>2.1.b(C): List of partners and roles</p> <p>2.1.b(D): List of services</p> <p>2.1.b(E): Early prevention intervention selected</p> <p>2.1.b(F): Implementation plan</p> <p>2.1.b(G): List of equipment purchased</p> <p>2.1.b(H): Invoices for billing</p>	<p>07/01/22-06/30/23</p>
<p><input checked="" type="checkbox"/> 2.2: Identify, maintain, and expand partnerships with dental providers and schools to implement, administer, and sustain school dental programs in targeted sites.</p>	<p>2.2(A): Memorandums of Understanding (MOUs) and other partnership agreements</p> <p>2.2.a(A): List of participating and identified schools and grades</p> <p>2.2.b(A): List of dental providers with partnership agreements</p> <p>2.2.c(A): Activity log</p>	<p>07/01/22-06/30/27</p>

**Grant Activities
2022 – 2027
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	<p>2.2.d(A): Sealant education materials 2.2.d(B): Fluoride education materials 2.2.d(C): Preventive dental services education materials 2.2.e(A): Distribution list and format 2.2.e(B): Number of stakeholders reached 2.2.e(C): List of educational materials provided 2.2.e(D): Consent forms on file 2.2.f(A): Implementation schedule 2.2.g(A): Number of education sessions delivered 2.2.g(B): List of trainings provided and site 2.2.h(A): Number of schools with a dental program 2.2.h(B): Number of children screened</p>	
<p><input checked="" type="checkbox"/> 2.3: Implement a dental screening program with a robust community-clinical linkage system using a referral management electronic platform for connecting with parents/caregivers and linking children to a source of dental care, tracking the progress of care from referral to completion of treatment plan.</p>	<p>2.3(A): Number and proportion of eligible schools participating 2.3(B): Number and proportion of eligible children screened 2.3(C): Referral acceptance 2.3(D): Patient contact 2.3(E): Receipt of services 2.3(F): Need resolution 2.3.a(A): Number of dental providers accepting referrals 2.3.a(B): List of participating providers 2.3.b(A): Written care coordination protocol 2.3.c(A): Estimated number and proportion of high-risk children needing sealants and referrals 2.3.c(B): Referral criteria 2.3.d(A): Check-list for school-based program readiness 2.3.e(A): Narrative summary of preventive services implemented</p>	<p>07/01/22-06/30/27</p>

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	<p>2.3.e(B): Number of sealants 2.3.e(C): Number of fluoride varnish applications received 2.3.e(D): Number of toothbrush prophylaxis treatments received 2.3.e(E): Total number of students receiving preventive services 2.3.f(A): Communications 2.3.f(B): Success of referrals 2.3.f(C): Data findings 2.3.f(D): Number of successful referrals 2.3.f(E): Quality improvement (QI) strategies 2.3.f(F): Increase in children served 2.3.f(G): Timelines for data review</p>	
<p><input checked="" type="checkbox"/> 2.4: Conduct training for community members/partners/stakeholders who desire to learn about the safety, benefits and cost effectiveness of community water fluoridation and its role in preventing dental disease.</p>	<p>2.4(A): Training agenda 2.4(B): Training materials 2.4(C): Number of community trainees for community water fluoridation trainings 2.4.a(A): Number of engineers/ operators trained 2.a(B): List of trainees and trainings 2.4.b(A): Marketing materials 2.4.b(B): Number of public awareness campaigns 2.4.c(A): Webpage URL 2.4.d(A): Evaluation report 2.4.d(B): Assurances for successful referral 2.4.e(A): School dental program success stories 2.4.e(B): Dissemination plan</p>	<p>07/01/22-06/30/27</p>
<p><input checked="" type="checkbox"/> Objective 3: By June 30, 2027, work with partners to promote oral health by developing and implementing prevention and health care policies and guidelines for programs, health care providers, and institutional settings (e.g., schools) including integration of oral health care and overall health care.</p>		
<p><input checked="" type="checkbox"/> 3.1: Assess the number of schools currently not</p>	<p>3.1(A): List and number of KOHA non-participating schools identified</p>	<p>07/01/22-06/30/27</p>

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<p>reporting Kindergarten assessments to the System for California Oral Health Reporting (SCOHR).</p>	<p>3.1.a(A): List of KOHA best practices 3.1.b(A): List of KOHA target schools 3.1.c(A): List and number of KOHA champions 3.1.c(B): KOHA champion onboarding and training materials 3.1.c(C): Number of school districts participating in KOHA intervention 3.1.c(D): Number of children served by KOHA intervention 3.1.d(A): KOHA toolkit 3.1.d(B): List of KOHA presentations made 3.1.d(C): Copy of KOHA letters written 3.1.d(D): Number of schools adopting policies or participating in KOHA because of efforts 3.1.f(A): KOHA guidance documents for schools 3.1.f(B): KOHA fact sheets 3.1.g(A): List of KOHA key partners 3.1.g(B): Schedule of KOHA key partners meetings held 3.1.g(C): KOHA targets identified 3.1.h(A): KOHA summary in progress reports 3.1.h(B): KOHA policies revised and developed 3.1.h(C): Number of school districts reporting KOHA data 3.1.h(D): Number of children receiving KOHA screening 3.1.h(E): Number of oral health assessment activities, number of assessment events, number of assessment messages, and number of new schools participating in assessments 3.1.i(A): KOHA success stories 3.1.i(B): KOHA success stories dissemination plan</p>	
<p><input checked="" type="checkbox"/> 3.2: Develop and implement a plan to identify and</p>	<p>3.2(A): Key partner recruitment plan</p>	<p>07/01/22-06/30/27</p>

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<p>recruit key partners that work with underserved populations: First 5 commission, County Office of Education, local Child Health and Disability Prevention (CHDP), Women, Infants, and Children (WIC), Early Head Start/Head Start, Maternal, Child, and Adolescent Health (MCAH), Black Infant Health (BIH), schools, Community-based organizations (CBOs), and Home Visiting (HV) Programs.</p>	<p>3.2(B): Key partner recruitment letters 3.2(C): List of key partners recruited 3.2(D): List of Home Visiting programs 3.2.a(A): Role of key partners summary 3.2.b(A): Schedule of key partners meetings 3.2.c(A): Facilitators and barriers to care identified 3.2.d(A): Activities to address barriers to care 3.2.e(A): Key partner training and implementation plan 3.2.e(B): List of key partner trainings 3.2.e(C): Evaluation of key partner trainings 3.2.e(D): Evaluation of key partner implementation plan 3.2.f(A): Key partner oral health guidance document 3.2.g(A): List of key partners with oral health component 3.2.h(A): Home Visiting survey results in progress reports 3.2.i(A): Key partners sustainability plan 3.2.j(A): Key partners success stories 3.2.j(B): Key partners success stories dissemination plan</p>	
<p><input type="checkbox"/> Objective 4: By June 30, 2027, address common risk factors for oral diseases and chronic diseases, including tobacco and sugar consumption, and promote protective factors that will reduce disease burden.</p>		
<p><input type="checkbox"/> 4.1: Conduct a survey of dental offices to gauge interest in CEU credits for tobacco cessation training. Use survey findings to support tobacco cessation activities.</p>	<p>4.1(A): Summary of tobacco cessation survey findings and plans for using survey information 4.1(B): Number of dental offices assessed 4.1.a(A): Risk assessment training materials 4.1.a(B): Risk assessment toolkit 4.1.a(C): Referral resources for identified risk factors 4.1.a(D): Number of dental offices connected to</p>	<p>07/01/22-06/30/27</p>

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	<p>resources 4.1.b(A): List and dates of tobacco cessation trainings 4.1.b(B): Number of dental offices trained for tobacco cessation 4.1.c(A): Number of dental offices receiving tobacco cessation toolkits 4.1.d(A): Tobacco cessation marketing materials 4.1.d(B): Tobacco cessation social media views and interaction data 4.1.d(C): Tobacco cessation radio messaging impressions data 4.1.e(A): Tobacco cessation summary analysis in progress reports</p>	
<p><input type="checkbox"/> 4.2: Collaborate with local partners to participate in sugar-sweetened beverage (SSB) reduction activities. Participate in an event (ex: Rethink Your Drink statewide day of action) in a dental setting, school, health fair, or community setting; provide dental-specific material in addition to the Rethink Your Drink event in a box; use social media messaging (ex: hashtags) to promote event.</p>	<p>4.2(A): SSB reduction event narrative 4.2(B): Number of SSB reduction event activities 4.2.a(A): SSB reduction training materials 4.2.a(B): SSB reduction training summary 4.2.b(A): Number of SSB reduction trainings and webinars 4.2.c(A): Narrative description of oral health guidelines integrated into partner chronic disease prevention and control activities 4.2.d(A): SSB reduction webpage URL 4.2.e(A): SSB reduction summary analysis in progress reports 4.2.f(A): SSB reduction success stories 4.2.f(B): SSB reduction success stories dissemination plan</p>	<p>07/01/22-06/30/27</p>
<p><input checked="" type="checkbox"/> Objective 5: By June 30, 2027, coordinate outreach programs; implement education, health literacy campaigns and promote integration of oral health and primary care.</p>		
<p><input checked="" type="checkbox"/> 5.1: Collaborate with primary care providers or school</p>	<p>5.1(A): Evidence-based health literacy</p>	<p>07/01/22-06/30/27</p>

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<p>administrators to implement an evidence-based oral health literacy campaign for parents and caregivers such as the American Academy of Pediatrics Brush, Book, Bed (BBB) Campaign. Identify a BBB champion who will coordinate the program and inspire partners: e.g., the county’s oral health program manager.</p>	<p>campaign identified 5.1(B): Health literacy campaign plan 5.1(C): List of health literacy champions for providers and schools 5.1.a(A): Health literacy campaign summary analysis in progress report submissions</p>	
<p><input checked="" type="checkbox"/> 5.2: Identify a champion and coordinate oral health literacy activities with partners: e.g., key partner, stakeholder, health educator, provider, or others.</p>	<p>5.2(A): List and number health literacy champions for partner outreach 5.2.a(A): Oral health literacy workforce action plan 5.2.b(A): Number of dental offices with added oral health literacy component 5.3(A): Oral health literacy training plan 5.3(B): List of oral health literacy trainings 5.3(C): Number of oral health literacy trainees 5.3(D): Evaluation of oral health literacy trainings 5.3(E): Number of oral health literacy trainings 5.3.a(A): List of oral health literacy materials provided 5.3.a(B): List of partner organizations receiving oral health literacy materials</p>	<p>07/01/22-06/30/27</p>
<p><input type="checkbox"/> Objective 6: By June 30, 2027, assess, support, and ensure establishment of effective oral healthcare delivery and care coordination systems and resources, including workforce development, language services, collaborations, and processes that support continuous quality improvement to serve underserved areas and vulnerable populations.</p>		
<p><input type="checkbox"/> 6.1: Identify and recruit key partners such as the local dental society, local dental association, local primary care association, etc. to support effective oral healthcare delivery and care coordination systems.</p>	<p>6.1(A): List of key partners recruited 6.1.a(A): Summary analysis of dental office inventory 6.1.a(B): Number of dental office assessments conducted. 6.1.b(A): Summary of service gaps and underserved areas 6.1.c(A): Dental office outreach materials</p>	<p>07/01/22-06/30/27</p>

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	<p>6.1.c(B): Number of outreach resources developed 6.1.d(A): Summary of pilot test proposal 6.1.d(B): List of primary care offices and CBOs identified 6.1.e(A): List of providers and CBOs trained and onboarded 6.1.e(B): Number of providers and systems engaged 6.1.f(A): List of partnerships and roles developed to support warm hand-off referrals</p>	
<p><input type="checkbox"/> 6.2: Launch and sustain a Community of Practice for representatives from the primary care offices, CBOs, and dental offices to meet in-person or virtually on a regular and re-occurring basis to foster performance management, process redesign, and quality improvement.</p>	<p>6.2(A): List of community of practice members 6.2(B): Community of practice meeting schedule</p>	<p>07/01/22-06/30/27</p>
<p><input type="checkbox"/> 6.3: Develop a sustainability plan to maintain efforts.</p>	<p>6.3(A): Sustainability plan 6.3.a(A): Fluoride varnish guidance document</p>	<p>07/01/22-06/30/27</p>
<p><input type="checkbox"/> 6.4: Recruit providers for preventive dentistry mentorship program.</p>	<p>6.4(A): List of providers recruited for preventive dentistry program 6.4.a(A): Summary of Quality Improvement (QI) trainings or coaching provided 6.4.b(A): QI Plan 6.4.c(A): Oral healthcare delivery and care coordination systems success stories 6.4.c(B): Oral healthcare delivery and care coordination systems success stories dissemination plan 6.4.d(A): Performance management trainees 6.4.d(B): Performance management software used 6.4.d(C): List of performance measures 6.4.e(A): QI project qualitative case study</p>	<p>07/01/22-06/30/27</p>

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	6.4.e(B): QI project storyboard	
Objective 7: By June 30, 2027, create or expand existing local oral health networks to achieve oral health improvements through policy, financing, education, dental care, and community engagement strategies.		
<input type="checkbox"/> 7.1: Convene a core group or identify a workgroup from existing AC to support the creation or expansion of existing local oral health networks identify policy solutions, address workforce issues, and develop plans for sustainability and community engagement.	7.1(A): List of oral health networks workgroup members 7.1.a(A): List of organizations recruited for expanded oral health network 7.1.a(B): Number of organizations, partners, and champions recruited for expanded oral health networks 7.1.b(A): Oral health network meeting schedule 7.1.b(B): Oral health network meeting agenda 7.1.b(C): Oral health network meeting minutes 7.1.c(A): List of oral health network action plan priorities 7.1.d(A): Oral health network Communication Plan 7.1.e(A): List of organizations in oral health network workgroup 7.1.f(A): Oral health network mission and core values 7.1.g(A): Oral health network action plan 7.1.h(A): Opportunities identified to share resources and leverage additional funding 7.1.i(A): Key insights from community engagement 7.1.j(A): Oral health network summary in progress report submissions	07/01/22-06/30/27

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

David James
California Department of Public Health
Office of Oral Health
MS 7218
1616 Capitol Avenue, Suite 74.420
P.O. Box 997377, Sacramento, CA 95899-7377
LOHPInvoices@cdph.ca.gov

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount Awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

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3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources ([Cal HR](#)). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

1. *Local Health Jurisdiction Local Oral Health Program Guidelines for Grant Application*
<https://oralhealthsupport.ucsf.edu/moving-california-oral-health-forward-rfa-2022-2027>

2. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

Exhibit E
Additional Provisions

- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly chargeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

3. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

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- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

4. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

Exhibit E
Additional Provisions

- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

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

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

CERTIFICATION

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

Proposer/Bidder Firm Name (Printed)	Federal ID Number
-------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
---------------------------	--------------------------

Date Executed

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

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

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

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

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

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

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

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):

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

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

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 9, 2022

FROM: Elsa Fitch

SUBJECT: Construction Contract for the Diaz Lake Water System Upgrade to Clair Concrete, Inc. of Bishop, CA

RECOMMENDED ACTION:

Request Board: A) award the contract for the Diaz Lake Water System Upgrade to Clair Concrete, Inc. of Bishop, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Clair Concrete, Inc. of Bishop, CA in the amount of \$409,190.00, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

SUMMARY/JUSTIFICATION:

The scope of work for this project consists of installing new water infrastructure and electrical infrastructure, wellhead and distribution facilities, and abandoning old water infrastructure in the Diaz Lake Campground.

The Project was advertised on July 5th, July 9th, and July 12th 2022. On July 27, 2022, six (6) bids were opened. The bids received were as follows:

Clair Concrete, Inc. - \$409,109.00
Unified Field Services Corp. - \$493,672.00
Four Point Engineering - \$535,837.00
Kendall Engineering, Inc. - \$710,302.00
RE Chaffee Construction, Inc. - \$783,200.00
Engineering and Environmental Construction - \$853,508.00

Staff recommends awarding the contract to Clair Concrete, as were the lowest responsible bidder.

BACKGROUND/HISTORY OF BOARD ACTIONS:

At the May 17, 2022 meeting of the Board of Supervisors, your Board approved plans and specifications for the Project, and authorized the Public Works Director to advertise the project for bids. This project was part of the Prop 68 Per Capita grant funding.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the bid and construction contract for the Project and to re-advertise. This

is not recommended because it is unlikely that re-advertising will result in additional/lower bids.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This project will be paid out of the Per Capita Grant - Prop 68 budget number 670200 and object code 5630 Land Improvements. The project will not begin until after FY22-23 budget adoption.

ATTACHMENTS:

1. Diaz Lake Water System Upgrade Project - Bid Tabulation
2. Contract 147 - Clair Concrete, Inc.

APPROVALS:

Elsa Fitch	Created/Initiated - 8/3/2022
Darcy Ellis	Approved - 8/3/2022
Elsa Fitch	Approved - 8/3/2022
Breanne Nelums	Approved - 8/4/2022
John Pinckney	Approved - 8/4/2022
John Vallejo	Approved - 8/4/2022
Amy Shepherd	Approved - 8/4/2022
Michael Errante	Final Approval - 8/4/2022

COUNTY OF INYO BID TABULATION

Diaz Lake Water System Upgrade Project No. ZP-21-023

Bid Opening Date: July 27, 2022, 3:30 PM

Location: County Admin Building

	BIDDER NAME	Total Bid	Bond	Addendum 1
1.	Clair ^{concrete} Construction , Inc.	\$409,190	✓	✓
2.	Unified Field Services Corp.	\$493,672	✓	✓
3.	Four Point Engineering	\$535,837	✓	✓
4.	Kendall Engineering, Inc.	\$710,302	✓	✓
5.	Engineering + Environmental construction	\$853,508	✓	✓

Opened By: Monica Tulin

Present: Elsa Afsh

Milce Erreante

Nolan Ferguson



COUNTY OF INYO BID TABULATION

Diaz Lake Water System Upgrade Project No. ZP-21-023

Bid Opening Date: July 27, 2022, 3:30 PM

Location: County Admin Building

	BIDDER NAME	Total Bid	Bond	Addendum 1
1.	RE Chaffee Construction Inc.	\$ 783,200	/	/
2.				
3.				
4.				
5.				

Opened By: Monica Amlin

Present: Elsa Fiteh

Mike Errante

Nolan Ferguson



**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO**

and

Clair Concrete, Inc _____, **CONTRACTOR**

for the

Diaz Lake Water System Upgrade (ZP-21-023) _____ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, August 9, 2022, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Clair Concrete, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Diaz Lake Water System Upgrade 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 Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: Diaz Lake Water System Upgrade _____ **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 45 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: Four hundred and nine thousand, one hundred and ninety dollars (\$ 409,190.00), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

5. 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.

6. 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.

7. 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.

8. CLAIMS RESOLUTION. Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

9. 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.

10. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

11. 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)].

12. 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.

13. 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.

14. 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.

15. 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.

16. 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
Public Works Department
Attn: Elsa Fitch
168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: Clair Concrete, Inc.
438 Arboles Dr.
Bishop, CA. 93514

17. 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.

18. 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.

19. 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.

20. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

21. 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.

22. 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.

23. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

24. 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.

25. 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

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 9, 2022

FROM: Justine Kokx

SUBJECT: LSC Transportation Consultants, Inc. Contract Amendment No. 3

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to the contract between the County of Inyo and LSC Transportation Consultants, Inc., of Tahoe City, CA, increasing the contract by \$21,790 to an amount not to exceed \$200,677, and extending the term end date from December 31, 2023 to June 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Inyo County Local Transportation Commission (ICLTC) is requesting approval to amend the existing contract with LSC Transportation Consultants, Inc. (LSC) to assist ICLTC in preparing several transportation related grants. These include 1) Sustainable Transportation Planning Grant, 2) Highway Safety Improvement Program, and 3) Active Transportation Program. LSC expertise is well regarded and has proven successful in assisting Inyo County staff to complete required plans and obtain grant funding for Inyo County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

LSC Transportation Consultants, Inc. has worked extensively with Inyo County. On April 10th, 2018, your Board approved a five-year contract with LSC to complete the 2019 Regional Transportation Plan (RTP). Your Board amended this contract on June 26th, 2018 to assist with the preparation of the 2019 Active Transportation Program grant proposal for the Lone Pine sidewalk ADA project, which was successful. On December 14th, 2021, your Board approved amendment No. 2 to this contract to develop a Local Road Safety Plan (LRSP), a requirement to be eligible to submit for Cycle 11 Highway Safety Improvement Program (HSIP) grants, and the 2023 update to the RTP.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the amendment to the contract with LSC. This is not recommended, as LSC has worked extensively with ICLTC and Public Works over the years on multiple state and federally required planning documents, including a successful Active Transportation Planning grant proposal.

OTHER AGENCY INVOLVEMENT:

County Counsel
County Auditor

Caltrans District 9
City of Bishop
Five Tribal Governments of Inyo County
Local and State law enforcement agencies
Federal land agencies

FINANCING:

The funding for this contract will be provided through the Transportation and Planning Trust Budget 504605, Professional Services object code 5265. The funds are included in the FY 2022-2023 budget.

ATTACHMENTS:

1. Amendment No. 3-Original Contract and Amendments 1 & 2 Included

APPROVALS:

Justine Kokx	Created/Initiated - 7/25/2022
John Pinckney	Approved - 7/25/2022
Justine Kokx	Approved - 7/25/2022
Breanne Nelums	Approved - 7/26/2022
Michael Errante	Approved - 7/26/2022
Darcy Ellis	Approved - 7/27/2022
John Vallejo	Approved - 7/27/2022
Amy Shepherd	Final Approval - 7/27/2022

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Planning Consultants, Inc.

FOR THE PROVISION OF PERSONAL SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and LSC Transportation Planning Consultants, Inc. of Tahoe City, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated April 10, 2018, on County of Inyo Standard Contract No. 156, for the term from April 10, 2018 to April 30, 2023.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Section 2, TERM, the first sentence is revised as follows:

The term of this Agreement shall be from April 10, 2018 to June 30, 2024 unless sooner terminated as provided below.

2. Section 3, D, Limit upon amount payable under Agreement.

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$200,677.00 (initial term) \$N/A (option 1) and \$N/A (option 2) for a total of Two Hundred Thousand, Six Hundred Seventy Seven Dollars (hereinafter referred to as "contract limit").

3. Attachment A to the Contract shall be revised to include additional tasks required for the completion of the 1) Sustainable Transportation Planning Grant, 2) Highway Safety Improvement Program Grant, and 3) Active Transportation Program Grant, as described in Attachment A-2 to the Contract.

The effective date of this Amendment to the Agreement is August 9 2022.

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

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Planning Consultants, Inc.
FOR THE PROVISION OF PERSONAL SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

CONTRACTOR

By: _____
Signature

Print or Type Name

Dated: _____

ATTACHMENT A-2

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND LSC TRANSPORTATION CONSULTANTS, INC.**

FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES

TERM:

FROM: April 10, 2018 **TO:** June 30, 2024

SCOPE OF WORK:

The scope of work described in the original Contract, dated April 10, 2018, is revised to include additional tasks to develop transportation related grants, 1) Sustainable Transportation Planning Grant, 2) Highway Safety Improvement Program (HSIP) and 3) Active Transportation Program. See work proposals and cost estimate from LSC Transportation Consultants, Inc.



LSC Transportation Consultants, Inc.

2690 Lake Forest Road, Suite C

P.O. Box 5875

Tahoe City, CA 96145

530-583-4053 ▲ FAX: 530-583-5966

info@lsctrans.com ▲ www.lsctrans.com

July 15, 2022

John Pinckney
Inyo County Local Transportation Commission
P.O. Drawer Q
Independence, CA 93526

SUBJECT: Inyo County Transportation Planning Assistance Work Scope and Cost Estimate

Dear Mr. Pinckney:

Below is a proposed Work Scope and Cost Estimate for additional transportation planning assistance as per the April 2018 agreement with Inyo County. Inyo County is interested in preparing several transportation related grants in an effort to advance needed transportation improvement projects and plans for the region. These include the 1) Sustainable Transportation Planning Grant, 2) Highway Safety Improvement Program (HSIP) and 3) Active Transportation Program. LSC has put together a work scope and cost estimate to prepare one of each of these three grants. LSC will be happy to work with you to ensure that the work scope reflects the goals of Inyo County.

SUSTAINABLE TRANSPORTATION PLANNING GRANT APPLICATION

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) Mission: Provide a safe and reliable transportation network that serves all people and respects the environment. Example eligible planning projects include: Climate Change related plans, Corridor and Freight Plans, Multi-Modal Plans and Safety Plans.

TASK 1: Main Application

First, LSC will hold a zoom meeting with Inyo County staff to discuss the transportation planning project for which grant funding will be requested. Next, LSC will review the 2022 Grant Guidelines. LSC will complete the cover page and answer the narrative questions section of the application.

TASK 2: Scope of Work and Cost Estimate

LSC will work closely with Inyo County staff to develop a work scope and cost estimate for the transportation planning project.

TASK 3: Supplemental Documentation and Application Submittal

As applicable, LSC will reach out to stakeholders to gather Letters of Support for the project. An LSC graphics technician will be available to create a map of the project area.

Lastly, LSC will compile all application parts and send to Inyo County staff and Caltrans District 9 staff liaison for review and comment. After approval, LSC will submit the application to Caltrans, if requested.

It is estimated that preparing a Sustainable Transportation Planning Grant Application will take:

- 2 hours of Principal time
- 40 hours of Associate time
- 4 hours of Graphics Technician time

Total cost estimate of \$7,400. Sustainable Transportation Planning Grant Applications will be due in October 2022.

<i>Inyo County Sustainable Community Transportation Planning Grant Application</i>						
Cost Estimate		Personnel and Hourly Rates			Total Hours	Costs
Task	Total Rate	Project Principal \$230.00	Associate \$165.00	Graphics Technician \$85.00		
1 Main Application		0	18	0	18	\$2,970
2 Scope of Work and Cost Estimate		1	18	0	19	\$3,200
3 Supplemental Documentation and Application Submittal		1	4	4	9	\$1,230
Total Hours		2	40	4	46	\$7,400
TOTAL COSTS						\$7,400

HIGHWAY SAFETY IMPROVEMENT PROGRAM

The Highway Safety Improvement Program (HSIP) is a Federal-aid grant program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. Inyo County is in the process of completing a Local Roadway Safety Plan (LRSP) which will identify unsafe roadway locations in the county and recommend countermeasures to increase safety. An agency must have a finalized LRSP completed by the application deadline of September 12th.

Task 1: Basic Project Information and Narrative Questions

There are two funding categories for the HSIP application: 1) Benefit Cost Ratio (BCR) and 2) Funding Set-Aside. Funding Set-Aside projects include: guardrail upgrades, pedestrian crossing enhancements, installing edge lines, bike safety improvements and tribes). BCR applications involve more detailed analysis. This work scope assumes the grant application will be a BCR application.

First, LSC will hold a zoom meeting with Inyo County staff to discuss the safety project for which grant funding will be applied. Next, LSC will review the 2022 Grant Guidelines and application. LSC will complete the basic project information section and answer the narrative questions.

Task 2: Application Attachments

Local Roadway Safety Plan Certification – LSC will work with Inyo County staff to complete and attach the Local Roadway Safety Plan Certification form.

Engineers Checklist – LSC will coordinate with Inyo County staff to complete the Engineers Checklist. According to the guidelines, the checklist must be stamped and signed by Inyo County's Transportation/Traffic Engineering Manager.

Vicinity and Location Map – LSC will prepare a vicinity and location map which will allow the reviewer to quickly pinpoint the project's location in the local agency.

Project maps/plans Showing Existing and Proposed Conditions – LSC will prepare maps which show the limits of the proposed improvements, right-of-way boundaries and that the proposed improvements are technically feasible and design standard are expected to be met including: lane widths, turning movements, lane transitions/off-sets sight distance, etc.

Pictures of Existing Conditions – This work scope assumes that Inyo County staff will be able to take pictures of existing conditions and that a site visit will not be necessary.

HSIP Analyzer – LSC will download from the Caltrans website and complete the HSIP Analyzer tool for the project.

Collision Diagram – LSC will prepare collision diagrams showing the details outlined in the Engineer's Estimate.

Collision List - LSC will prepare a collision list showing the details outlined in the Engineer's Estimate.

Task 3: Application Review and Submittal

LSC will send Inyo County the Draft application to review. Comments will be incorporated into the Final Application which will be submit electronically by LSC by September 12th, 2022.

It is estimated that preparing a HSIP Grant Application will take:

- 4 hours of Principal time
- 40 hours of Engineer time
- 16 hours of Graphics Technician time

Total cost estimate of \$6,880 for one application.

<i>Inyo County Highway Safety Improvement Program Grant Application</i>						
Cost Estimate		Personnel and Hourly Rates			Total Hours	Costs
Task	Total Rate	Project Principal \$230.00	Engineer \$115.00	Graphics Technician \$85.00		
1	Basic Project Information and Narrative Questions	1	9	0	10	\$1,265
2	Application Attachments	2	30	16	48	\$5,270
3	Application Review and Submittal	1	1	0	2	\$345
	Total Hours	4	40	16	60	\$6,880
	TOTAL COSTS					\$6,880

ACTIVE TRANSPORTATION PROGRAM

The purpose of the Active Transportation Program (ATP) is to fund projects which encourage increased use of active modes of transportation and advance the state’s greenhouse gas reduction goals. In recent years, funding cycles have occurred every other year. The last grant application cycle was due June 2022.

Task 1: ATP Application Part A – General Application Questions

The Consultant Team will work with Inyo County to complete the following sections of Part A of the application:

- Applicant information
- General project information
- Project type
- Project details
- Project location map

County staff will be primarily responsible for the following sections of Part A. LSC will be available to answer questions regarding how these sections should be completed:

- Project schedule
- Engineers Estimate
- Project Layout/Plans

Task 2: ATP Application Part B - Narrative Questions

Part B includes the narrative section of the applications. With data supplied by Inyo County, LSC will draft the narrative text and assist with the provision of documentation materials. As such, LSC assumes that Inyo County will provide the following:

- Updated project descriptions
- Available traffic counts, bicycle and pedestrian on affected roadways

LSC will be responsible for the remainder of Part B including:

- Answering the narrative questions in Part B
- Contacting the California Conservation Corp
- Acquiring letters of support

This work scope does not assume a site visit. Therefore, LSC will rely on Inyo County staff to provide detailed descriptions of the project, as well as photos.

Task 3: Compiling Application Material

LSC will be responsible for gathering all application materials and attachments and submitting the electronic application to Caltrans prior to the deadline.

It is estimated that preparing an ATP Grant Application will take:

- 1 hour of Principal time
- 40 hours of Associate time
- 8 hours of Graphics Technician time

Total cost estimate of \$7,510 for one application.

<i>Inyo County Active Transportation Program Grant Application</i>						
Cost Estimate		Personnel and Hourly Rates			Total Hours	Costs
Task	Total Rate	Project Principal \$230.00	Associate \$165.00	Graphics Technician \$85.00		
1	Part A - General Application Questions	0	15	4	19	\$2,815
2	Part B - Narrative Questions	0	20	4	24	\$3,640
3	Compiling Application Material and Submittal	1	5		6	\$1,055
	Total Hours	1	40	8	49	\$7,510
	TOTAL COSTS					\$7,510

LSC is happy to work with Inyo County and the Inyo County Local Transportation Commission to revise this work scope and cost estimate to meet the needs of the commission.



Respectfully submitted,
LSC TRANSPORTATION CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "Genevieve Evans".

Genevieve Evans, AICP
LSC Transportation Consultants, Inc.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 14th day of December 2021 an order was duly made and entered as follows:

*Public Works –
Corrected LSC
Amendment 2*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to authorize a correction to Amendment No. 2 to the contract with LSC Transportation Consultants, Inc., of Tahoe City, CA, increasing the contract's not-to-exceed amount from \$159,742 to \$178,887, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 14th
Day of December, 2021



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: December 17, 2021



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: December 14, 2021

FROM: Justine Kokx

SUBJECT: Correction to Amendment No. 2 of the contract with LSC Transportation Consultants, Inc.

RECOMMENDED ACTION:

Request Board authorize a correction to Amendment No. 2 to the contract with LSC Transportation Consultants, Inc., of Tahoe City, CA, increasing the contract's not-to-exceed amount from \$159,742 to \$178,887, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This is being brought to your Board to correct the not to exceed amount from \$159,742 to \$178,887. On November 16th 2021, Amendment No. 2 to the contract with LSC was approved by your Board to complete the 2nd (2023) Regional Transportation Plan (RTP) for \$45,097, and to develop a Local Road Safety Plan (LRSP) for \$69,510. The not-to-exceed amount of the contract was incorrectly calculated at \$159,742, which did not take into account the amount of \$19,145 from Amendment No. 1 for the Active Transportation Plan (ATP) grant proposal. There are no other changes.

BACKGROUND/HISTORY OF BOARD ACTIONS:

This change simply corrects the not-to-exceed amount of the LSC contract via subsequent amendments from \$159,742 to \$178,887. On April 10, 2018, your Board approved a five-year contract with LSC to complete the 2019 RTP and the 2023 update to the RTP with a not-to-exceed amount of \$45,135. Your Board next approved Amendment No. 1 in the amount of \$19,145 on June 26th, 2018 to prepare the 2019 ATP grant proposal. On November 16, 2021, your Board authorized Amendment No. 2 to update the 2023 RTP, and to develop a LRSP in the amount of \$114,607.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the correction to the clerical error in Amendment No. 2 of the contract with LSC. This is not recommended, as LSC has worked extensively with Inyo County Public Works over the years, and has successfully produced state and federally required documents, as well as a grant proposal.

OTHER AGENCY INVOLVEMENT:

RTP and LRSP will require coordination with Caltrans District 9, City of Bishop, 5 Tribal Governments in Inyo County, Los Angeles Dept. of Water and Power, Local and State law enforcement agencies, and Federal land agencies.

Inyo County Counsel
Inyo County Auditor
Inyo County Risk Manager

FINANCING:

The funding for this contract will be provided through the Transportation and Planning Trust Budget 504605, Professional Services object code 5265. The funds are included in the FY 2021-2022 Board Approved budget.

ATTACHMENTS:

1. LSC Transportation Consultants Contract Amendment 2 (Corrected)
2. LSC Transportation Consultants Contract
3. LSC Transportation Consultants Contract Amendment 1

APPROVALS:

Justine Kokx	Created/Initiated - 11/22/2021
John Pinckney	Approved - 11/23/2021
Michael Errante	Approved - 11/23/2021
Justine Kokx	Approved - 11/23/2021
Darcy Ellis	Approved - 11/23/2021
John Vallejo	Approved - 11/23/2021
Amy Shepherd	Approved - 12/3/2021
Aaron Holmberg	Final Approval - 12/3/2021

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC TRANSPORTATION CONSULTANTS, INC.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and LSC Transportation Consultants, Inc. of Tahoe City, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated April 10, 2018, on County of Inyo Standard Contract No. 156, for the term from April 10, 2018 to April 30, 2023.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Section 2, **TERM**, the first sentence is revised as follows:

The term of this Agreement shall be from April 10, 2018 to December 31, 2023 unless sooner terminated as provided below.

2. Section 3, D, **Limit upon amount payable under Agreement**. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$178,887.00 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$ N/A Dollars (hereinafter referred to as “contract limit”).
3. Attachment A to the Contract shall be revised to include additional tasks required for the completion of the 2023 Regional Transportation Plan and the development of the Local Road Safety Plan, as described in Attachment A-1 to the Contract.

The effective date of this amendment to the Agreement is November 16, 2021.

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

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC TRANSPORTATION CONSULTANTS, INC.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
16th DAY OF May, 2022.

COUNTY OF INYO

CONSULTANT

By: *Dan Tether*

By: *[Signature]*

Dated: 05/16/2022

Dated: 11/23/21

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

N/A
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC TRANSPORTATION CONSULTANTS, INC.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2021.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

N/A

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC TRANSPORTATION CONSULTANTS, INC.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2021.

COUNTY OF INYO

CONSULTANT

By: _____

By:  _____

Dated: _____

Dated: 11/23/21 _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

N/A

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC TRANSPORTATION CONSULTANTS, INC.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

TERM:

FROM: April 10, 2018 **TO:** December 31, 2023

SCOPE OF WORK:

The scope of work described in the original Contract, dated April 10, 2018, is revised to include additional tasks required for the completion of the 2023 Regional Transportation Plan and the development of a Local Road Safety Plan.

See Regional Transportation Plan and Local Road Safety Plan Work proposals from LSC Transportation Consultants, Inc.

2690 Lake Forest Road, Suite C
P.O. Box 5875
Tahoe City, CA 96145
530-583-4053 ▲ FAX: 530-583-5966
info@lsctahoe.com ▲ www.lsctrans.com



October 27, 2021

John Pickney
Inyo County Local Transportation Commission
P.O. Drawer Q
Independence, CA 93526

SUBJECT: Inyo 2023 Regional Transportation Plan Update Work Scope and Cost Estimate

Dear Mr. Pickney:

Below is a proposed Work Scope and Cost Estimate for the 2023 Update of the Inyo County Regional Transportation Plan (RTP) as per the April 2018 agreement with Inyo County. The Work Scope is similar to the one followed in 2018 and assumes a simple update of the RTP with no significant changes to the Policy Element and Action Element. The Work Scope also assumes that a Negative Declaration will be required as the environmental document. LSC will be happy to work with you to ensure that the RTP update work scope reflects the goals of Inyo County.

WORK SCOPE

As the Regional Transportation Planning Agency (RTPA) for the region, California law requires the Inyo County Local Transportation Commission (ICLTC) to adopt and submit an updated RTP to the California Transportation Commission (CTC) and to the California Department of Transportation (Caltrans) every four years. The main objective of a Regional Transportation Plan update is to develop a long-term plan for transportation facilities in Inyo County that is fiscally constrained, sustainable, and consistent with the goals and assumptions set forth in adopted and in-progress plans in the region. LSC will work closely with ICLTC, the public, and other stakeholders to address these issues by determining Inyo County's regional transportation needs and updating capital improvement project lists to address those needs. The RTP update will be conducted in conformance with the latest federal and state guidance.

TASK 1: Kick-off Meeting

Kick-off Meeting

As part of Task 1, the LSC Team will hold a "kick-off" meeting via Zoom with ICLTC staff, county representatives, City of Bishop staff, tribal representatives, and the Caltrans District 9 representative to refine the focus and schedule of the project, gather data, discuss relevant changes in existing conditions, review regional goals and policies, and discuss data forecasts and plan assumptions.

TASK 2: Existing and Future Conditions Analysis

Existing Conditions

The first step in the RTP process will be to conduct an analysis of existing conditions. As this is an update to previous RTPs and as Inyo County has not grown significantly in population, it is anticipated that changes to existing conditions will be minimal. Data such as population and traffic volumes will be updated with the most current information available. This section will also include a list of transportation capital improvement projects completed since the last RTP adoption. Recent plans and studies which have been updated since 2019, such as the Short Range Transit Plan for the Eastern Sierra Transit Authority (ESTA), will also be reviewed. Lastly, the Study Team will review applicable planning documents identified in the 2017 guidelines with which the RTP should be consistent such as Local Public Health Plans.

Future Conditions Analysis

As part of this task, the Study Team will project demographic and economic conditions over the 20-year planning period as a basis for the transportation needs assessment. This will include a review of local and state demographic forecasts. LSC will also prepare forecasts of traffic volumes and level of service, based on the following:

- Traffic trends over the last 10 and 20 years per Caltrans and Inyo County data
- Transportation Concept Reports

The existing and future conditions analysis will be combined with input from the public/stakeholder outreach (Task 3) effort to update the regional transportation needs and issues assessment for each transportation mode.

TASK 3: Public Participation/Stakeholder Consultation Process

Per the 2017 RTP Guidelines, a strong consultation and coordination process is a key element in the development of an effective RTP. The public participation process will comply with previously adopted ICLTC Public Involvement Procedures. We will make documented outreach efforts to the following:

On-line Questionnaire

In rural counties such as Inyo County, public workshops often garner minimal input. It is likely that more input can be attained by directly contacting agencies and groups with interest in regional transportation. For this reason, the RTP consultation and coordination process will be an important part of public input. The Study Team will develop a short questionnaire which can be made available on-line and in hard copy format. The questionnaire will ask respondents about their opinion on how to prioritize transportation needs in general categories (maintenance, new roadways, public transit, bicycle facilities, etc.), as well as ask for specific input. Respondents will also be asked to rank performance measures used to prioritize transportation capital improvement projects (safety, mobility, productivity, etc.).

Availability of the questionnaire will be noticed in Inyo Register. The following groups will be directly contacted and provided a link to the on-line questionnaire as well as a PDF file to be distributed in hard copy format:

- Tribal Governments (Bishop Paiute Tribe, Big Pine Paiute, Fort Independence, Lone Pine Paiute, Timbisha Shoshone)

- County and City Health and Human Services Departments

- Inyo County Office of Education
- Bicycle advocacy groups
- ESTA
- Private Shuttle Services
- Eastern Sierra Area Agency for the Aging
- Inyo Mono Association for the Handicapped
- Adventure Trails of the Eastern Sierra
- Private companies generating truck traffic (freight shippers)
- ICLTC Social Services Transportation Advisory Council (SSTAC)
- Chamber of Commerce
- Los Angeles Department of Water and Power

If it is deemed by the Study Team and ICLTC that insufficient input was received, LSC will work with county staff to advertise the questionnaire to a larger audience and extend the availability of the questionnaire.

Consultation

Per the 2017 RTP Guidelines, the Study Team will consult with the following agencies in the development of the RTP.

- After consulting the Caltrans Native American Liaison Branch, we will contact Tribal Governments that have sacred lands in Inyo County to request input on the RTP process. The Study Team will request and review any transportation related tribal plans and projects. LSC will continue to keep the tribal governments informed about various meetings and document availability throughout the RTP process.
- We will contact all adjacent county RTPAs to make them aware of the RTP update and request their input.
- We will consult with environmental resource agencies such as the US Forest Service, Bureau of Land Management, Los Angeles Department of Water and Power, Death Valley National Park, Lahonton Water Quality Control Board and California Department of Fish and Game. Regional Transportation Plans and projects will be compared with adopted resource agency plans, maps and other data. The Great Basin Unified Air Pollution Control District will also be included in the planning process and the RTP will be consistent with transportation conformity measures set forth in applicable State Implementation Plans.

Notification

Draft documents and public notices for input will be made available for posting on the ICLTC website.

Public Hearing

After completion of the Draft RTP and Negative Declaration, LSC will present the RTP at a regularly scheduled ICLTC meeting during a public hearing process. We will directly notify all stakeholders and persons who have expressed interest in the project of the public hearing.

All public participation/stakeholder input will be summarized in the RTP, and copies of correspondence will be included as an appendix.

The Policy Element describes the transportation issues in the region, identifies and quantifies regional needs expressed within both a short- and long-range framework, and maintains internal consistency with the financial element fund estimates. As this document is an update to the 2019 RTP and there has not been significant changes in the county over the intervening years, it is not anticipated that the policy element will not change significantly.

TASK 5: Action Element

The Action Element identifies plans to address the needs and issues for each transportation mode (roadways, goods movement, transit and non-motorized transportation), in accordance with the goals, objectives, and policies set forth in the policy element. The future conditions analysis and public/stakeholder input will be considered to develop prioritized short-term and long-term projects and programs consistent with the identified needs and policies. Top priority projects along with cost estimates, implementing agency, and performance measures will be displayed in tables in Microsoft Excel for easy reference and use by decision-makers. The action element also includes a discussion of the following required RTP elements:

- Transportation safety & security
- Preservation of existing and future infrastructure
- Compatibility with transportation and land use
- Potential environmental mitigation areas and activities
- Performance measures and evaluation criteria for prioritizing improvement projects based on the latest federal guidance
- Coordination with other planning processes such as the Interregional Transportation Strategic Plan (ITSP) and Transportation Concept Reports (TCRs).

Although as a rural county Inyo County is not required to develop Sustainable Community Strategies, a qualitative analysis of the potential impacts of RTP projects on greenhouse gas emissions will be conducted, a discussion as to how RTP projects and policies can help attain statewide GHG goals will be included and potential strategies to address climate change issues will be outlined. This analysis will enhance the quality of information available to decision makers and assist with future policymaking.

TASK 6: Financial Element

The Financial Element identifies the current and anticipated revenue sources and financing techniques available to fund the planned transportation investments described in the action element. The intent is to define realistic inflation adjusted financing constraints and opportunities. The focus of the financial element will be to work closely with ICLTC to develop conservative and realistic estimates of all transportation funding sources to formulate a 10-year fiscally constrained project list. A 20 year financially unconstrained projects will also be listed.

TASK 7: Draft RTP and Environmental Documentation

All elements described above will be compiled into an Administrative Draft Plan for review and comment by ICLTC staff. Electronic files in both Microsoft Word and Adobe PDF format will be delivered. Hard copies will be available upon request.

- Deliverable: Administrative Draft RTP

Next, LSC will incorporate all comments to prepare the Public Draft RTP. This document will include an Executive Summary and the California Transportation Commission (CTC) RTP checklist. Electronic files in both Microsoft Word and Adobe PDF format will be provided to ICLTC staff for review and distribution. Hard copies will be available upon request. The Public Draft RTP will be made available for posting on ICLTC's website. As indicated in Task 3, the Public Draft RTP will be presented at a regularly scheduled ICLTC meeting as a public hearing.

- Deliverable: Public Draft RTP CEQA Documentation

It is the understanding of LSC that, given the very limited scope of new capacity increasing projects to be included in the RTP as well as the programmatic nature of the document, adoption of the 2023 RTP will not require an Environmental Impact Report (EIR). As part of this task, LSC will complete the CEQA Initial Study checklist to confirm that the RTP will not result in any significant environmental impacts. LSC will then prepare a Negative Declaration, while the ICLTC will be responsible for publicly noticing the Negative Declaration. If it were determined after the initial study process that an EIR is necessary, preparation of this document would be outside the scope of this proposal. The Negative Declaration report will include the following:

- Project description
- Project location
- Identification of project proponent
- Proposed finding of less than significant impact
- Attached copy of the California Environmental Quality Act (CEQA) Initial Study Checklist justifying the finding.

A minimum public review period of 30 days is required for a Negative Declaration unless the State Clearinghouse grants a "shortened review period" of 20 days and approved by Caltrans staff. LSC will mail 15 copies of the Negative Declaration directly to the State Clearinghouse for environmental review, while another five copies and an electronic file will be sent to ICLTC. Additionally, we will make the Initial Study/Proposed Negative Declaration available for posting on ICLTC's website the duration of the public review period.

- Deliverable: Negative Declaration

LSC will present the Draft RTP and the Draft Negative Declaration to the ICLTC at a regularly scheduled meeting as part of a public hearing.

TASK 8: Prepare Final RTP and Negative Declaration

A Final RTP and Negative Declaration will be prepared incorporating public and Caltrans comments. Thirteen copies of each document will be provided, along with all electronic files on USB key in both native formats and Adobe PDF. We expect that this document can be adopted by the ICLTC without the need for a presentation by LSC. Within five days of adoption of the RTP, LSC will assist the ICLTC with filing a Notice of Determination for approval with the State Clearinghouse and arrange for posting by the County Clerk.

- Deliverable: Final RTP

SCHEDULE

A proposed schedule for the RTP update is displayed in Table 1.

COST ESTIMATE

Estimated costs for the RTP update are displayed in Table 2. LSC proposes a total project cost of \$45,097. This includes one-site visit, presumably for the presentation of the Draft Plan at an ICLTC meeting.

LSC is happy to work with ICLTC to revise the work scope and cost estimate to meet the needs of the commission.

▲ ▲ ▲

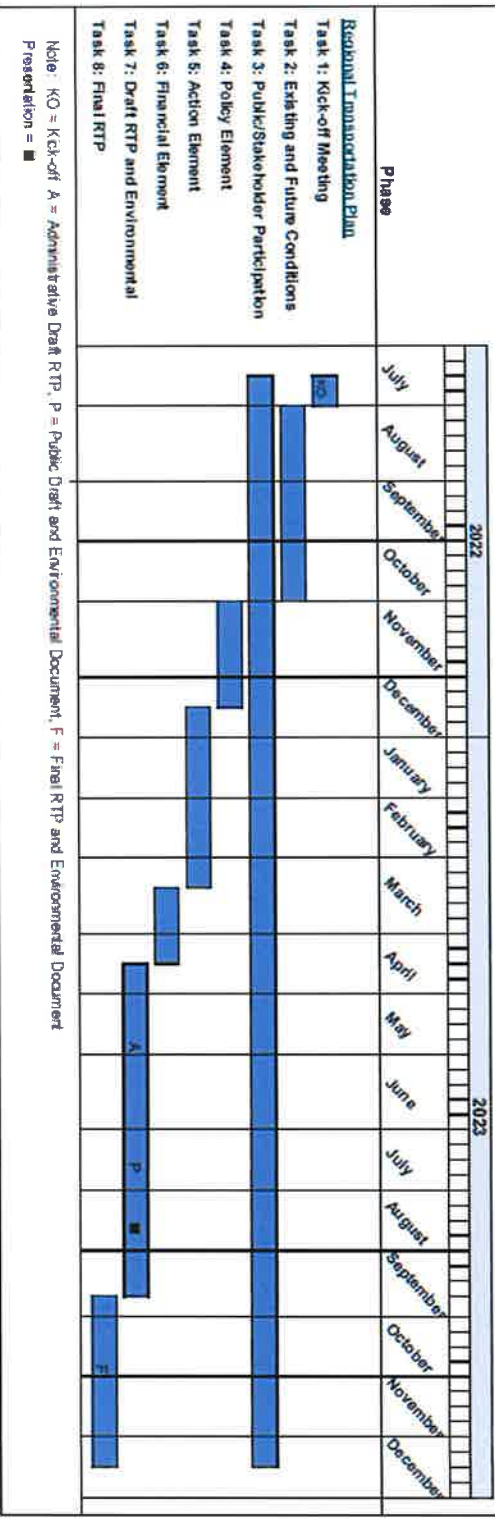
Respectfully submitted,
LSC TRANSPORTATION CONSULTANTS, INC.



Genevieve Evans, AICP
LSC Transportation Consultants, Inc.

Enclosure: Tables 1 and 2

TABLE 1: Proposed Schedule
Inyo County 2023 Regional Transportation Plan



Work Scope

Inyo County Local Roadway Safety Plan Study

Work Tasks

Task 1 – Study Management and Stakeholder Group

As part of this task LSC will manage the progress of the LRSP and provide billing and coordination documents to the Inyo County Local Transportation Commission (ICLTC).

We will develop a stakeholder group comprised of representatives of key groups concerned with highway/roadway safety in Inyo County. Invitations will be made to each of the following:

- Caltrans District 9
- Inyo County Public Works
- Inyo County Sheriff's Department
- California Highway Patrol
- City of Bishop Public Works
- City of Bishop Fire Department
- US Forest Service
- US Bureau of Land Management
- Death Valley National Park
- Bishop Paiute Tribe
- Los Angeles Department of Water and Power

This stakeholder group will help to provide input and data resources, will review interim and final study products, and will provide input with regards to safety strategies. It will meet a minimum of three times over the course of the study (either in person or virtually, as conditions permit). LSC will prepare agendas, conduct the meetings and provide minutes of the meetings.

Task 2 – Data Collection

LSC will collect available crash data for the last 10 available years, including SWITRS and TIMS data (at the collision level). In addition, we will contact the Inyo County Sheriff's Department, Bishop Police Department and California Highway Patrol to identify any available documented crash information not included in the statewide databases. This available data will be reviewed and, if found to be of sufficient quality, included in the analysis.

LSC will collect available daily traffic volume data for public roads throughout Inyo County, including data from Caltrans, Inyo County, City of Bishop, US Forest Service, National Park Service, US Bureau of Land Management and the Bishop Rancheria.

LSC will contact law enforcement agencies (City, County, CHP, USFS, BIA and the Bishop Indian Rancheria) to discuss traffic safety issues and the availability of data.

Task 3 – Data Analysis

Once the crash database has been developed and reviewed, LSC will conduct the following data analysis tasks:

- Locations of crashes will be mapped for the most recent 10-year period. This will include separate maps for fatalities, for crashes involving bicyclists and for crashes involving pedestrians. In addition to countywide maps, maps focusing on the City of Bishop will be prepared. Other focus-area maps will be prepared as necessary to define specific issues.
- Traffic count data will be summarized and analyzed to identify the average daily traffic and 10-year total vehicle-movements (for intersections) or vehicle-miles of travel (for roadway segments). This will be used to analyze
- The crash data inventory will be analyzed to summarize crashes by severity, by type, and by contributing factor.
- Crash rates will be calculated by roadway segment and intersection (as traffic count data allows), for those intersections and roadway segments with two or more recorded crashes over a 10-year period.
- The type of crash and injury severity will be assessed to identify those that are correctable through changes in the roadway design, as well as those that are related to excess speed or other factors.

We will identify crash patterns, crash trends, and primary contributing factors that most commonly recur in the crash data. These findings will be summarized using charts and graphs. In addition, as a basis for future Highway Safety Improvement Program (HSIP) funding, LSC will use the database established in Task 2 to identify trends, location characteristics, and contributing factors for the pertinent California Strategic Highway Safety Plan (SHSP) Challenge Areas. This work will be multimodal, documenting collisions and trends by mode as well as for the incorporated and unincorporated areas. We will conduct this work by considering descriptive statistics of the crash data as well as analyzing the crash data spatially. While LRSP guidelines require only a minimum of a 5-year data analysis, we will use the 10-years of crash data to identify the broader trends in crashes and roadway safety.

We will identify high priority locations to provide clarity on what locations have the greatest opportunity for safety improvements, based upon the costs associated with the crash history. These locations will be

identified by mode (vehicle, pedestrian, bicyclist). A series of maps will identify these high priority locations.

We will document the work conducted in Tasks 2 and 3 in a memorandum. The memorandum will present the data analysis findings from the descriptive analysis, comparative analysis, and the spatial analysis. We will use visuals and graphics to support the text regarding the data analysis findings. The memorandum will also present the high-priority locations and risk factors associated with crashes. The content of the memorandum will serve as the basis from which the team will generate workshop materials for discussion with the Stakeholder Group in Task 4.

Task 4: Public Input and Workshops -- Establish Goals, Priorities and Potential Countermeasures

We propose to conduct a series of two workshops with the Stakeholder Group. We expect that these can be conducted virtually. Materials will be distributed in advance, and we will conduct the workshop so that all participants have a chance to fully engage. Each workshop would be up to two hours in duration.

The two workshops would be organized as follows:

Workshop #1 – Goals, Priorities and Data Review

The first workshop will review in greater detail the data analysis findings from Task 3 and will spur the Stakeholders Group's input regarding safety concerns. LSC will facilitate a discussion of goals and priorities for the LRSP. We will develop the proposed goals and priorities for discussion with the Stakeholder Group (based on the data analysis) and then update those based on the input received. We will also lead a discussion of the priorities regarding the locations of focus and the emphasis areas of types of crashes and conditions to address.

Workshop #2 – Countermeasures Workshop

This workshop will focus on discussing the draft engineering countermeasures to address the priority locations, as well as comprehensive programmatic countermeasures. The pros and cons of various approaches will be discussed, and the input received from the Stakeholder Group will be used to refine the individual countermeasures as well as their prioritization.

As an outcome of each of the workshops, we will prepare a summary memorandum regarding input received on the following:

- Goals and Priorities
- Prioritized Engineering Countermeasures
- Input on Comprehensive Countermeasures
 - Identify promising education, enforcement, emergency services strategies

- Document likely partners for promising comprehensive measures

- Document next steps in follow-on effort to further develop and implement the comprehensive measures with its agency partners

The content of the summary memorandum would be integrated into the LRSP in Task 8.

Public Input Survey

We propose to conduct an online survey (in both English and Spanish) asking residents for their input on specific safety problems. This survey will provide a map which respondents can use to drop a pin at a specific location provide a comment about their issue and suggested improvement. It will also ask questions regarding residential location, perception of safety conditions and issues, experience with near misses that are of concern but which may not have shown up in crash data, and demographic information (age, ethnicity, gender). LSC will advertise the availability of this survey through ads in the Inyo Register, announcements through local service organizations, as well as local Facebook ads.

Task 5: Develop Safety Projects

LSC will work with the County and City staffs to finalize the prioritized countermeasures, based on the input received in Task 4 from the Stakeholder Group. In finalizing the list and priorities, we will consider the local jurisdiction's ability to deploy and implement the countermeasures to arrive at a final set of countermeasures that are implementable and effective at improving roadway safety.

We will identify locations where the countermeasures are appropriate and effective. We will work with the City and County staffs to identify up to three competitive HSIP grant applications that include high priority locations for safety improvements and also potentially include systemic countermeasures that would benefit multiple locations.

In finalizing the work under this task, we will prepare a final project listing capturing the locations and projects in the HSIP applications and/or others the local jurisdictions are confident in advancing. Other projects will be noted in the final LRSP but not included in the final project list.

Based on the crash analysis and professional standards, LSC will identify risk factors that are correlated to the most frequent occurrences of injury/fatal collisions. We will also identify safety areas and locations on which to focus for the greatest potential safety benefits. We will consider the following comprehensive strategies:

- **Emerging technologies** that have the potential to enhance roadway safety, such as automated enforcement, dynamic engineering treatments (e.g., operational under specific weather conditions), and ways to leverage social media for education programs.
- **Education strategies** that include programs and strategies that can be used to address road user behavior across multiple age groups forums. For example, these can include messaging that can be incorporated into Safe Routes to School Programs, community-based programs, and

community campaigns (e.g., messaging on social media, posted on buses, and distributed through other channels such as existing newsletters.

- **Enforcement strategies** will focus on best practices for improving roadway and community safety. As research has found that most enforcement strategies have limited long-term impacts for changing road user behavior, the most effective enforcement strategies tend to be those that can be done transparently and consistently. An example is education or outreach campaigns as part of enforcement in school zones during school hours.
- The **emergency services strategies** will focus on strategies and partnerships that could help reduce response times and sharing of real-time information to improve overall coordination.
- **Engineering strategies** will be organized in a toolbox type of form that describes the treatment, shows an image or photo of each treatment, the context in which it is applicable, the mode or road users that the treatment would benefit and/or impact, the specific type of crashes and/or priority areas it helps to address, a planning-level cost estimate, the expected degree of crash reduction (if known), and if it has typically been eligible for HSIP funding.

We will document the work in Task 5 in a memorandum. The memorandum will present the safety areas, high-priority locations or high-injury network, risk factors associated with crashes, and the draft multidisciplinary strategies and countermeasures. The content of the memorandum will serve as the basis from which the team will generate workshop materials for discussion with the Stakeholder Group in Task 6.

Task 6: Final Local Road Safety Plan

We will prepare the final LRSP and supporting materials using the findings and information from the work in Tasks 2 through 7. The final set of deliverables will consist of the following:

- Local Road Safety Plan – Meeting the ICLTC’s needs and requirements for Caltrans’ grant funding.
- Executive Summary – Stand-alone document that can be used share key elements of LRSP with local decision-makers and/or broader community.
- PowerPoint Presentation – Targeted towards sharing LRSP key elements with local decision-makers and/or broader community. This could potentially be hosted on the ICLTC website.

The LRSP will include a discussion of the crash characteristics, data gathering, data analysis, countermeasures prioritization, and proposed projects. The report will also document the individuals who participated in the development of the LRSP.

We will tailor the LRSP to a format that is most useful for the ICLTC, City and County to monitor and implement the recommendations. For each of the final deliverables, we will provide a draft version for the ICLTC’s review and comment and a final version incorporating edits to respond to the ICLTC’s comments. LSC will be available to make a presentation of the final report in Bishop, if desired.

ATTACHMENT B1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC TRANSPORTATION CONSULTANTS, INC.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

TERM:

FROM: April 10, 2018 **TO:** December 31, 2023

SCHEDULE OF FEES:

Regional Transportation Plan Update: See Table 2: Cost Analysis

Local Road Safety Plan Development: See Cost Estimate

TABLE 2: Cost Analysis

Inyo County 2023 Regional Transportation Plan Update

	Personnel and Hourly Rates					Total Hours	Total Cost
	Principal-In Charge Shaw	Project Manager Evans	Planner Mamesh	Graphics Support	Clerical Support		
	Rate						
Rate	\$78.43	\$57.04	\$37.43	\$28.52	\$24.96		
Administrative Overhead	\$121.57	\$88.41	\$58.02	\$44.21	\$38.68		
Profit	\$20.00	\$14.55	\$9.55	\$7.27	\$6.36		
Total Cost Per Hour	\$220.00	\$160.00	\$105.00	\$80.00	\$70.00		
<u>Regional Transportation Plan</u>							
Task 1: Kick-off Meeting	1	8	2	0	0	11	\$1,710
Task 2: Existing and Future Conditions	0	5	35	20	10	70	\$6,775
Task 3: Public/Stakeholder Participation	1	20	30	0	15	66	\$7,620
Task 4: Policy Element	2	5	0	0	0	7	\$1,240
Task 5: Action Element	2	50	10	8	0	70	\$10,130
Task 6: Financial Element	0	20	0	0	0	20	\$3,200
Task 7: Draft RTP and Environmental	4	40	0	8	12	64	\$8,760
Task 8: Final RTP	4	20	0	8	8	40	\$5,280
Subtotal Hours	14	168	77	44	45	348	
Subtotal Personnel Cost	\$3,080	\$26,880	\$8,085	\$3,520	\$3,150		\$44,715
				<u>LSC Additional Expenses</u>			
				Travel			\$232
				Printing/Copying			\$50
				Phone/Postage/Delivery			\$100
				Subtotal: Other Expenses			\$382
				Total Study Costs			\$45,097



Cost Estimate

LSC's cost estimate for the full scope of work listed above is \$69,510 as shown in the table below. LSC is happy to work with ICLTC staff to divide the work tasks in an effort to reduce Consultant costs.

<i>Inyo County Local Road Safety Plan Study</i>							
Cost Estimate	Personnel and Hourly Rates					Total Hours	Costs
	Total Rate	Project Principal	Engineer	Planner	Graphics Technician		
	\$210.00	\$115.00	\$105.00	\$80.00	\$65.00		
1. Study Management and Stakeholder Group	12	16	8	0	0	36	\$5,200
2. Data Collection	8	32	8	0	0	48	\$6,200
3. Data Analysis	24	120	4	60	12	220	\$24,840
4. Public Input and Workshops	20	24	16	0	0	60	\$8,640
5. Develop Safety Projects	24	40	8	24	12	108	\$13,180
6. Final Local Road Safety Plan	20	2	16	16	24	78	\$8,950
Total Hours	108	234	60	100	48	550	\$67,010
				Other Costs – Travel, Printing, Translation, Advertising			\$2,900
TOTAL COSTS							\$69,510

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26th day of June 2018 an order was duly made and entered as follows:

*Public Works –
ATP Projects/LSC
Transportation
Amendment 1*

Transportation Planner Courtney Smith presented a list of road projects from which to identify two that might best qualify for two highly competitive State grants. Supervisor Tillemans asked whether any of the potential projects are located in the Fourth District and Smith said none are proposed at this time because the application scoring metrics favor projects that reduce carbon emissions, so staff identified roads that receive more pedestrian and bicycle traffic. Supervisor Tillemans said District 4 roads will not see that kind of traffic if the infrastructure is not built. Moved by Supervisor Pucci and seconded by Supervisor Griffiths to: A) direct staff to submit two grant applications on the top two ranked Active Transportation Program projects; B) approve Contract Amendment No. 1 between the County of Inyo and LSC Transportation Consultants for the provision of transportation planning services, by increasing the contract amount by \$19,145 for a total contract amount not to exceed \$64,280 to complete two grant applications on behalf of the County of Inyo and one grant application on behalf of the City of Bishop; C) authorize the Chairperson to sign the amendment; and D) authorize the Public Works Director to implement the two proposed County grant projects. Motion carried 4-1 with Supervisor Tillemans opposed.

WITNESS my hand and the seal of said Board this 26th
Day of June, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: July 6, 2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- Consent Departmental Correspondence Action Public Hearing
- Schedule time for _____ Closed Session Informational

For Clerk's Use Only:
AGENDA NUMBER
27

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Request Board 1) select projects to submit for competitive Active Transportation Program grants in response to a Call for Projects and 2) approve Contract Amendment #1 between the County of Inyo and LSC Transportation Consultants, for the provisions of transportation planning services by increasing the contract amount by \$19,145 in a total contract amount not to exceed \$64,280; and authorize the Chairperson to sign.

DEPARTMENTAL RECOMMENDATIONS:

1. Prioritize Active Transportation Program (ATP) projects and direct staff to submit two grant application(s) on the top two ranked projects;
2. Approve Contract Amendment #1 between the County of Inyo and LSC Transportation Consultants, for the provisions of transportation planning services by increasing the contract amount by \$19,145 in a total contract amount not to exceed \$64,280 to complete two grant applications on behalf of the County of Inyo and one grant application on behalf of the City of Bishop;
3. Authorize the Chair to sign;
4. Authorize the Public Works Director to implement the two proposed County grant projects.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Staff recommends that the County submit 1) a project that combines the Barlow Lane sidewalk & bicycle lanes project with the reconstruction of the S. Barlow Lane bicycle lane and 2) a Lone Pine downtown sidewalk reconstruction project.

The California Transportation Commission released a call for ATP projects May 16, 2018. The applications are required to be postmarked by July 31, 2018. The projects will compete statewide for funds under the Active Transportation Program.

The Cycle 4 Call for Projects is expected to include about \$440 million in ATP funding made up of Federal funding and State SB1 and SHA funding. The funding/programming years are expected to include 2019/2020, 2020/2021, 2021/2022 and 2022/2023 funding years.

Program Purpose and Goals

Pursuant to statute, the purpose of the program is to encourage increased use of active modes of transportation, such as biking and walking. The goals of the Active Transportation Program are to:

- Increase the proportion of trips accomplished by biking and walking.
- Increase the safety and mobility of active transportation users.

- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals as established pursuant to Senate Bill 375 (Chapter 728, Statutes of 2008) and Senate Bill 391 (Chapter 585, Statutes of 2009).
- Enhance public health, including reduction of childhood obesity through the use of programs including, but not limited to, projects eligible for Safe Routes to School Program funding.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Scoring Evaluation by Project Type

The scoring rubrics are established for three different types of infrastructure projects based on total cost. These are: 1) small (\$0.25 million to 1.5 million), 2) medium (1.5 million to \$7 million), and 3) large (over \$7 million) scale projects. There are accompanying small, medium, and large applications for each type of project. These three types of applications will be scored as shown in the table below.

Infrastructure Project Topic	Small	Medium	Large
Disadvantaged Communities (DAC) Benefit. Scores scaled in relation to severity of and the benefits provided to the DAC by the project	10	10	10
Need. Potential for increased walking & bicycling routes to and from schools, transit facilities, employment & community centers; and including increasing and improving connectivity of active transportation users.	40	35	30
Safety. Potential for reducing the number and/or rate or the risk of active transport fatalities & injuries; including identity of safety hazards.	25	25	20
Public Participation. Project applicants must clearly articulate how the local participation process result in the identification & prioritization of the project.	10	10	10
Scope / Implementation. Evidence that the application, scope, and plans are consistent with one another.	15	10	10
Context Sensitive & Innovative		5	5
Transformative Projects			5
Cost Effectiveness. A project's cost effectiveness is considered to be the relative costs of the project in comparison to the project's benefits.			5
Leveraging of non-ATP funds on the proposed ATP project scope (excluding in-kind contributions)	2	5	5
Corps (0 or -5)	0	0	0
Past Performance (0 to -10)	0	0	0
Total	100	100	100

The table on the next page shows a priority order for ATP projects that are included in Table 11 of the 2015 Inyo County Active Transportation Plan. An agency that is submitting multiple applications is supposed to rank the applications. The suggested priority for the two proposed applications is 1) Barlow Lane Combined Improvements and 2) Lone Pine sidewalk project. This would presumably be to break a tie since this is not included in the scoring criteria.

Proposed Inyo County ATP Project Priority List		
Rank	Project Name, Location, & Cost	Discussion
1A	Barlow Lane sidewalk and bicycle lanes, between West Line Street and North Sierra Highway, preliminary estimated cost of \$2,395,000.	The proposed project is on a County road right of way across the Bishop Reservation. Bishop Tribe staff has indicated that the Tribal Council supports this project. A letter of support for the project is essential. The bicycle lane would link bike lanes North and South of the Reservation on Barlow Lane with bicycling facilities on W. Line Street and North Sierra Highway. The Bishop Reservation is considered a Disadvantaged community.

1B	Reconstruction of S. Barlow Lane bicycle lane, preliminary estimated cost of \$390,000.	Currently, bicyclists avoid using this stand-alone Class I bicycle facility due to large transverse cracks.
2	Lone Pine downtown sidewalk reconstruction, see map of proposed project in downtown Lone Pine, preliminary estimated cost of \$2,785,000.	Project combines construction of sidewalks in downtown Lone Pine on County roads within a certain distance of US 395 with bringing up existing sidewalks to ADA standards. Lone Pine is considered a Disadvantaged community.
3	Horseshoe Meadows Road	Construct bicycle lanes on Horseshoe Meadows Road between Whitney Portal Road and Sunset Drive. This would provide a continuous bicycle lane between Lone Pine and the Alabama Hills subdivision. Both areas are considered a Disadvantaged community based on zip code.
4	Schober Lane Bicycle Lanes (1.1 miles between Barlow Lane and Sunland Lane)	Links future bicycle facility on Sunland with bicycle facility on South Barlow. This would be a good project and would be a helpful link between bicycle facilities. However, the project is not in a Disadvantaged community and matching funds would need to be identified.
5	Old Spanish Trail Highway (0.72 miles from Tecopa Hot Springs Road to Downey Road)	The Tecopa area is considered a Disadvantaged Community. The project links an existing bicycle lane at Tecopa Hot Springs on Tecopa Hot Springs Road with Tecopa and Tecopa Heights.
6	SR 190 between Furnace Creek and Cow Creek Residential area	Requires approval by Caltrans District 9 and Death Valley National Park (DVNP). DVNP staff supports project but was unable to enlist Caltrans support.
7	Red Hill Road	Links bicycle facility on Ed Powers Road with bicycle facility on State Route 168. This would be a key project to help bicyclists west of Bishop, however the commute link is not strong. Potentially expensive earthwork required. County has tried twice to gain funding for this project and failed both times.
Other?		

LSC Transportation Consultants Contract Amendment No. 1

On April 10th of this year, your Board approved a five-year contract with LSC Transportation Consultants to: 1) complete two updates to the Regional Transportation Plan (RTP), and 2) for other transportation planning services, such as completing Active Transportation Program grant applications on behalf of both the County and the City of Bishop. The initial fund amount was only for the 2019 Update of the RTP. Contract amendments will be brought back to the Board for approval for other tasks.

LSC Transportation Consultants has provided a scope of work to complete three Active Transportation Program grant applications on behalf of the Inyo County Local transportation Commission (two projects for the County and one for the City of Bishop).

ALTERNATIVES:

- 1) Your Board could alter the list of projects and/or identify new projects to be submitted. Public Works Department staff has developed the Preliminary Engineer’s Estimate of Probable Cost for the proposed two projects. Selecting additional projects would require further staff time.
- 2) Your Board could continue the discussion to a future meeting and give staff specific direction to provide additional information.

OTHER AGENCY INVOLVEMENT:

1. California Transportation Commission has the discretion to select and to fund ATP projects.
2. Bishop Tribe – the Barlow Lane project crosses the Bishop Reservation.

FINANCING:

The Inyo County Local Transportation Commission Overall Work Program funds the time to complete this staff report and the grant applications. Funds for a contractor to complete the ATP grant applications are included in the FY 2017-2018 County budget, under Budget Unit 504605 (Transportation Trust) and Object Code 5265 (Professional Services). No other budget related actions are required. If funding is programmed for a new project(s), the funding for it will be incorporated in the FY 2018-2019 budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) <i>erry Walker</i> Approved: <u>yes</u> Date <u>6/13/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>[Signature]</i> Approved: <u>yes</u> Date <u>6/13/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 6/13/18
(Not to be signed until all approvals are received)

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Consultants, Inc.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and LSC Transportation Consultants, Inc. of Tahoe City, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of transportation planning services dated April 10, 2018, on County of Inyo Standard Contract No. 156, for the term from April 10, 2018 to April 30, 2023.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Sixty-four thousand two hundred and eighty dollars and no cents (\$64,280.00) (hereinafter referred to as "contract limit").

2. Attachment A to the contract, *Scope of Work*, shall be revised to include the additional tasks (See Attachment A to Amendment No. 1) required to assist in the development of three Active Transportation Program Plan grant applications (two for the County of Inyo and one for the City of Bishop).

The effective date of this amendment to the Agreement is June 26, 2018.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Consultants, Inc.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**


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

COUNTY OF INYO

By: 

Dated: 6-26-18

CONTRACTOR


By: 

Dated: 6/14/18

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Consultants, Inc.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**ATTACHMENT A TO AMENDMENT No. 1
SCOPE OF WORK**



**TRANSPORTATION PLANNING AND
TRAFFIC ENGINEERING CONSULTANTS**

2690 Lake Forest Road, Suite C
Post Office Box 5875
Tahoe City, California 96145
(530) 583-4053 FAX: (530) 583-5966
info@lsctahoe.com • www.lscstrans.com

Courtney Smith
Transportation Planner
Inyo County Local Transportation Commission
P.O. Drawer Q
Independence, CA 93526

Dear Mr. Smith

LSC Transportation Consultants Inc. proposes to assist the Inyo County Local Transportation Commission with the preparation of three Cycle 4 Active Transportation Program (ATP) grant applications for the County of Inyo and the City of Bishop. The grant application process will be a collaborative effort between the Consultant Team, ICLTC, Inyo County and the City of Bishop. The following sets forth a potential division of duties between all entities, work scope for LSC, and estimated costs for LSC's tasks. We would be happy to work with the ICLTC to adjust the work scope as necessary.

ATP Application Part A

The Consultant Team will work with ICLTC, City of Bishop and Inyo County to complete the following sections of Part A of the applications:

- Applicant information
- General project information
- Project type
- Project details

City and County staff will be primarily responsible for the following sections of Part A. LSC will be available to answer questions regarding how these sections should be completed:

- Project schedule
- Project funding
- Screening criteria

It is estimated that this will take roughly 10 hours of Planner time or **\$1,250** to complete all three applications.

ATP Application Part B

Narrative Questions

Part B includes the narrative section of the applications. With data supplied by the ICLTC and the City of Bishop, the Consultant Team will draft the narrative text and assist with the provision of documentation materials. As such, LSC assumes that ICLTC and the City of Bishop will provide the following:

- ◆ Updated project descriptions
- ◆ Engineers cost estimates
- ◆ Project programming requests
- ◆ Engineers checklists
- ◆ Available traffic counts on affected roadways
- ◆ Any additional accident and safety data (fatalities and injuries) which is not available through SWITRS
- ◆ Create accident location maps for each project site
- ◆ Any speed surveys on affected roadways which may be beneficial to the application

The Study Team will be responsible for the remainder of Part B including:

- ◆ Answering the narrative questions in Part B
- ◆ Contacting the California Conservation Corp
- ◆ Acquiring letters of support

It is estimated that LSC's portion of Part B for three grant applications will take roughly 6 hours of Principal time and 100 hours of Planner time for a total cost of **\$12,900**.

Site Visit

In an effort to more completely understand the need for the project, the Consultant Team will conduct an on-site visit of each of the three project locations. As part of these on-site visits, LSC will:

- Tour each project site
- Take photos
- Discuss project details in person with City/County staff

It is estimated that the site visit will take one full day of Planner time plus 4 hours for preparation or **\$2,000** and **\$320** in travel costs.

Bicycle and Pedestrian Counts

Part B Question 2 of the ATP application requires that the number of users be determined for the entire project limits. It is the understanding of the Consultant that bicycle and pedestrian counts have not been conducted for the three project areas. ATP guidelines do not specify the manner in which counts should be conducted but the applicant must clearly explain the methodology used in determining the number of users for the project area. It is assumed that ICLTC will conduct counts for each project application.

Maps

This work scope assumes that the City/County/ICLTC will be responsible for any mapping activities associated with preparation of the applications. This includes a project location map, accident location map and project plans.

Compiling Application Material

The Consultant Team will be responsible for gathering all application materials from the City/County and submitting electronic and hard copies of the applications to Caltrans. The compilation and submittal process will take 15 hours of Planner time for a cost of **\$1,875**.

Schedule

The Consultant Team will prepare Part A and the narrative text portion of Part B in Microsoft Word format with supporting attachments in Adobe Acrobat format to ICLTC and the City of Bishop for review by July 27th. If requested, the Consultant will make any necessary changes to the narrative text resulting from the review of the Draft ATP applications. Final ATP applications will be submit to Caltrans by July 31st.

Total Cost Estimate

Total cost estimates for preparing three grant applications is \$19,145. LSC is willing to adjust the work scope as necessary to fit the needs of ICLTC. LSC Tahoe Standard Billing Rates for 2018 are attached for reference.

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 10th day of April 2018 an order was duly made and entered as follows:

*Public Works – LSC
Transportation
Consultants Contract*

Transportation Planner Courtney Smith presented a request for approval of a contract with a firm to two complete two updates to the County's Regional Transportation Plan, and provide other transportation planning services such as preparing grant applications on behalf of the County and City of Bishop. He said the firm was selected through the Request for Proposals process, and submitted the highest-ranked of two proposals received. Smith noted a clerical error in the contract originally submitted for consideration, which had the start date at March 27. He said the document has been revised to reflect the true start date of April 10, so there was no need for the Board to ratify the contract. Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve the contract between the County of Inyo and LSC Transportation Consultants, Inc. for the provision of transportation planning services, in an amount not to exceed \$45,135 for the period of April 10, 2018 through April 30, 2023 and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Pucci absent.

WITNESS my hand and the seal of said Board this 10th
Day of April, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: April 19, 2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
14

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 10, 2018

SUBJECT: Consideration of a contract with LSC Transportation Consultants, Inc. to 1) complete two updates of the Regional Transportation Plan and 2) for other transportation planning services as needed over a five year period.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the Contract between the County of Inyo and LSC Transportation Consultants, Inc., for the provisions of transportation planning services, in an amount not to exceed \$45,135, for the period of March 27, 2018 through April 30, 2023 and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County Local Transportation Commission (ICLTC) is requesting that Inyo County enter into a contract with LSC Transportation Consultants to 1) complete two update the Regional Transportation Plan (RTP) that are four years apart and 2) for other transportation planning services such as completing Active Transportation Program grant applications on behalf of both the County and the City of Bishop. The initial fund amount is only for the 2019 Update of the RTP. Contract amendments will be brought back to the Board for approval for other tasks.

A Request for Proposals for the two updates of the RTP and other transportation planning tasks was mailed out to interested parties, posted on the County website, and published in the Inyo Register. There were only two proposals submitted to complete this project. A project selection committee consisting of County, City of Bishop, and Caltrans District 9 staff reviewed, rated, and ranked the two proposals. The committee unanimously recommended LSC. LSC has had prior experience in Inyo County and completed the 2015 update to the RTP. In addition, LSC had completed a successful Active Transportation Program grant application for the City of Bishop Spruce Yaney Hanby Sidewalk project.

RTP Update(s)

RTP Updates are intended to serve as a comprehensive planning tool directing the ICLTC's policies and actions, and providing a framework for the development of a coordinated and balanced regional transportation system. The RTP uses, as a base, those policies set forth in the Inyo County General Plan Circulation Element. The ICLTC is required to adopt and submit an updated RTP to the California Department of Transportation (Caltrans) every four years. In exchange for the LTC updating the RTP every four years, the County and City of Bishop are required to update their Housing Elements every eight years (instead of every five years). The consultant will be tasked with completing two updates to the RTP. The first update will be completed by April 2019 and the second update will be completed by 2023.

General Transportation Planning Services

This task is not included in the initial contract. As requested, the consultant may provide transportation planning services to assist with general administration and operation of the ICLTC. Possible future tasks could include the completion of grant applications on behalf of the County / City for programs such as the Active Transportation Program and the Highway Safety Improvement Program.

ALTERNATIVES:

The Board could choose not to approve the contract with LSC Transportation Consultants, in which case, the Public Works Department would have to re-advertise a Request for Proposals for qualified consultants to perform the transportation planning services. This is not advised because the preparation of the RTP and Active Transportation Program grant applications would be delayed and additional work would be required for both County staff and consulting firms.

OTHER AGENCY INVOLVEMENT:

County Counsel, Auditor, and Risk Manager have reviewed and approved the proposed contract. The RTP is geared to comply with requirements set forth by Caltrans. The RTP will require coordination with the City of Bishop and the five Tribal Governments in Inyo County.

FINANCING:

The funding for this contract will be provided through the non-general fund Transportation and Planning Trust Budget 504605 and funding for the RTP Update is proved for in the Board approved FY 2017-2018 budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>3/20/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>3/20/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 3/29/18
(Not to be signed until all approvals are received)

AGREEMENT BETWEEN COUNTY OF INYO
AND LSC Transportation Consultants, Inc.
FOR THE PROVISION OF transportation planning **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the transportation planning services of LSC Transportation Consultants, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from April 10, 2018 to April 30, 2023 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From N/A through N/A
- B. From N/A through N/A

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Director of Public Works. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 45,135 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$ N/A Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the Monday of the week including the first day of the month to the last Sunday of the month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To

facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Consultant 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 Consultant, 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.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to cancel. Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
<u>Public Works</u>	Department
<u>168 N. Edwards St., PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

Consultant:	
<u>ISC Transportation Consultants, Inc.</u>	Name
<u>2690 Lake Forest Road, Suite C</u>	Address
<u>Tahoe City, CA 96145</u>	City and State

24. ENTIRE AGREEMENT.

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

///

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AGREEMENT BETWEEN COUNTY OF INYO
AND LSC Transportation Consultants, Inc.
FOR THE PROVISION OF Transportation Planning **SERVICES**

10th IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF April, 2018.

COUNTY OF INYO

CONSULTANT

By: 
Signature
DAN TOTTEROM
Print or Type Name

By: _____
Signature

Print or Type Name

Dated: 4-10-18

Dated: _____

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND I.S.C Transportation Consultants, Inc.**
FOR THE PROVISION OF Transportation Planning SERVICES


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

COUNTY OF INYO

CONSULTANT

By _____
Signature

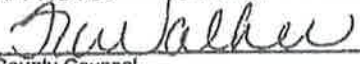
Print or Type Name

By: 
Signature
GORDON R SHAW
Print or Type Name

Dated _____

Dated: 3/30/18

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS



County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND LSC Transportation Consultants, Inc.

FOR THE PROVISION OF Transportation Planning **SERVICES**

TERM:

FROM: April 10, 2018 **TO:** April 30, 2023

SCOPE OF WORK:

See the attached Section 6 - Work Scope and Section 7 - Work Schedule

Section 6 Work Scope

The LSC Team will work closely with Inyo County staff and will conduct all study efforts efficiently, in a timely manner and with careful consideration of federal, state and local requirements. Final products will be consistent with adopted City and County planning documents. Each invoice will be accompanied by a monthly progress report. We have found through experience in previous transit and transportation planning studies that this manner of approaching the proposed Work Program provides for a cost-effective use of resources as well as allowing the client staff to keep well apprised of our progress. The next section presents a detailed outline of our proposed Work Program.

WORK SCOPE

Under this proposal, the Study Team will work closely with local staff to complete the tasks necessary to complete the RTP to the satisfaction of the ICLTC. Our work scope will consist of the following tasks.

Regional Transportation Plan Update

Project Understanding

As the Regional Transportation Planning Agency (RTPA) for the region, California law requires the Inyo County Local Transportation Commission (ICLTC) to adopt and submit an updated RTP to the California Transportation Commission (CTC) and to the California Department of Transportation (Caltrans) every five years. The main objective of a Regional Transportation Plan update is to develop a long-term plan for transportation facilities in Inyo County that is fiscally constrained, sustainable, and consistent with the goals and assumptions set forth in adopted and in-progress plans in the region. LSC has found that the study process is also a good opportunity to create a comprehensive transportation strategy for a region, based on discussions with community leaders and the public.

As illustrated in this proposal, LSC will work closely with ICLTC, the public, and other stakeholders to address these issues by determining Inyo County's regional transportation needs and updating capital improvement project lists to address those needs. The RTP update will be conducted in conformance with the latest edition of the RTP guidelines and will be in compliance with Fixing Americas Surface Transportation (FAST) Act, Environmental Justice and Title VI considerations.

TASK 1: Kick-off Meeting

Kick-Off Meeting

As part of Task 1, the LSC Team will travel to Bishop to hold a “kick-off” meeting with ICLTC staff, county representatives, City of Bishop staff, tribal representatives, and the Caltrans District 9 representative to refine the focus and schedule of the project, gather data, discuss relevant changes in existing conditions, review regional goals and policies, and discuss data forecasts and plan assumptions. The Study Team will use this trip to Inyo County as an opportunity to do a site visit of potential Active Transportation Program project locations.

TASK 2: Existing and Future Conditions Analysis

Existing Conditions

The first step in the RTP process will be to conduct an analysis of existing conditions. As this is an update to previous RTPs and as Inyo County has not grown significantly in population, it is anticipated that changes to existing conditions will be minimal. Data such as population and traffic volumes will be updated with the most current information available. This section will also include a list of transportation capital improvement projects completed since the last RTP adoption. Recent plans and studies which have been updated since 2015, such as the recent Short Range Transit Plan for the Eastern Sierra Transit Authority (ESTA), will also be reviewed. Lastly, the Study Team will review applicable planning documents identified in the 2017 guidelines with which the RTP should be consistent such as Local Public Health Plans.

Future Conditions Analysis

As part of this task, the Study Team will project demographic and economic conditions over the 20-year planning period as a basis for the transportation needs assessment. This will include a review of local and state demographic forecasts. LSC will also prepare forecasts of traffic volumes and level of service, based on the following:

- Traffic trends over the last 10 and 20 years per Caltrans and Inyo County data
- Transportation Concept Reports

The existing and future conditions analysis will be combined with input from the public/stakeholder outreach (Task 3) effort to update the regional transportation needs and issues assessment for each transportation mode.

TASK 3: Public Participation/Stakeholder Consultation Process

Per the 2017 RTP Guidelines, a strong consultation and coordination process is a key element in the development of an effective RTP. The public participation process will comply with

previously adopted ICLTC Public Involvement Procedures. We will make documented outreach efforts to the following:

On-line Questionnaire

In rural counties such as Inyo County, public workshops often garner minimal input. It is likely that more input can be attained by directly contacting agencies and groups with interest in regional transportation. For this reason the RTP consultation and coordination process will be an important part of public input. The Study Team will develop a short questionnaire which can be made available on-line and in hard copy format. The questionnaire will ask respondents about their opinion on how to prioritize transportation needs in general categories (maintenance, new roadways, public transit, bicycle facilities, etc.), as well as ask for specific input. Respondents will also be asked to rank performance measures used to prioritize transportation capital improvement projects (safety, mobility, productivity, etc.). The questionnaire could also be used to solicit input on potential Active Transportation Program (ATP) projects for the City of Bishop and County of Inyo. The Study Team will work closely with City and County staff to develop a list of potential ATP projects and ask respondents to rank the list in order of priority.

Availability of the questionnaire will be noticed in Inyo Register. The following groups will be directly contacted and provided a link to the on-line questionnaire as well as a PDF file to be distributed in hard copy format:

- Tribal Governments (Bishop Paiute Tribe, Big Pine Paiute, Fort Independence, Lone Pine Paiute, Timbisha Shoshone)
- County and City Health and Human Services Departments
- Inyo County Office of Education
- Bicycle advocacy groups
- ESTA
- Private Shuttle Services
- Eastern Sierra Area Agency for the Aging
- Inyo Mono Association for the Handicapped
- Adventure Trails of the Eastern Sierra
- Private companies generating truck traffic (freight shippers)
- ICLTC Social Services Transportation Advisory Council (SSTAC)
- Chamber of Commerce

If it is deemed by the Study Team and ICLTC that insufficient input was received, LSC will work with county staff to advertise the questionnaire to a larger audience and extend the availability of the questionnaire.

Consultation

Per the 2017 RTP Guidelines, the Study Team will consult with the following agencies in the development of the RTP.

- After consulting the Caltrans Native American Liaison Branch, we will contact Tribal Governments that have sacred lands in Inyo County to request input on the RTP process. The Study Team will request and review any transportation related tribal plans and projects. LSC will continue to keep the tribal governments informed about various meetings and document availability throughout the RTP process.
- We will contact all adjacent county RTPAs to make them aware of the RTP update and request their input.
- We will consult with environmental resource agencies such as the US Forest Service, Bureau of Land Management, Los Angeles Department of Water and Power, Death Valley National Park, Lahonton Water Quality Control Board and California Department of Fish and Game. Regional Transportation Plans and projects will be compared with adopted resource agency plans, maps and other data. The Great Basin Unified Air Pollution Control District will also be included in the planning process and the RTP will be consistent with transportation conformity measures set forth in applicable State Implementation Plans.

Notification

- Draft documents and public notices for input will be made available for posting on the ICLTC website.

Public Hearing

After completion of the Draft RTP and Negative Declaration, LSC will present the RTP at a regularly scheduled ICLTC meeting during a public hearing process. We will directly notify all stakeholders and persons who have expressed interest in the project of the public hearing.

All public participation/stakeholder input will be summarized in the RTP and copies of correspondence will be included as an appendix.

TASK 4: Policy Element

The Policy Element describes the transportation issues in the region, identifies and quantifies regional needs expressed within both a short- and long-range framework, and maintains internal consistency with the financial element fund estimates. As this document is an update to the 2015 RTP and there has not been significant changes in the county over the intervening years, it is not anticipated that the policy element will not change significantly.

TASK 5: Action Element

The Action Element identifies plans to address the needs and issues for each transportation mode (roadways, goods movement, transit and non-motorized transportation), in accordance with the goals, objectives, and policies set forth in the policy element. The future conditions analysis and public/stakeholder input will be considered to develop prioritized short-term and long-term projects and programs consistent with the identified needs and policies. Top priority projects along with cost estimates, implementing agency, and performance measures will be displayed in tables in Microsoft Excel for easy reference and use by decision-makers. The action element also includes a discussion of the following required RTP elements:

- Transportation safety & security
- Preservation of existing and future infrastructure
- Compatibility with transportation and land use
- Potential environmental mitigation areas and activities
- Performance measures and evaluation criteria for prioritizing improvement projects based on the latest federal guidance
- Coordination with other planning processes such as the Interregional Transportation Strategic Plan (ITSP) and Transportation Concept Reports (TCRs).

Although as a rural county Inyo County is not required to develop Sustainable Community Strategies, a qualitative analysis of the potential impacts of RTP projects on greenhouse gas emissions will be conducted, a discussion as to how RTP projects and policies can help attain statewide GHG goals will be included and potential strategies to address climate change issues will be outlined. This analysis will enhance the quality of information available to decision makers and assist with future policymaking.

TASK 6: Financial Element

The Financial Element identifies the current and anticipated revenue sources and financing techniques available to fund the planned transportation investments described in the action element. The intent is to define realistic inflation adjusted financing constraints and opportunities. The focus of the financial element will be to work closely with ICLTC to develop conservative and realistic estimates of all transportation funding sources to formulate a 10-year fiscally constrained project list. A 20 year financially unconstrained projects will also be listed.

TASK 7: Draft RTP and Environmental Documentation

All elements described above will be compiled into an Administrative Draft Plan for review and comment by ICLTC staff. Two hard copies and electronic files in both Microsoft Word and Adobe PDF format will be delivered.

Deliverable

Administrative Draft RTP

Next, LSC will incorporate all comments to prepare the Public Draft RTP. This document will include an Executive Summary and the California Transportation Commission (CTC) RTP checklist. Thirteen hard copies and electronic files in both Microsoft Word and Adobe PDF format will be provided to ICLTC staff for review and distribution. The Public Draft RTP will be made available for posting on ICLTC's website. As indicated in Task 3, the Public Draft RTP will be presented at a regularly scheduled ICLTC meeting as a public hearing.

Deliverable

Public Draft RTP

CEQA Documentation

It is the understanding of LSC that, given the very limited scope of new capacity increasing projects to be included in the RTP as well as the programmatic nature of the document, adoption of the 2019 RTP will not require an Environmental Impact Report (EIR). As part of this task, LSC will complete the CEQA Initial Study checklist to confirm that the RTP will not result in any significant environmental impacts. LSC will then prepare a Negative Declaration, while the ICLTC will be responsible for publicly noticing the Negative Declaration. If it were determined after the initial study process that an EIR is necessary, preparation of this document would be outside the scope of this proposal. The Negative Declaration report will include the following:

- Project description
- Project location
- Identification of project proponent
- Proposed finding of less than significant impact
- Attached copy of the California Environmental Quality Act (CEQA) Initial Study Checklist justifying the finding. The checklist will include the consideration of the environmental impact on Greenhouse Gas Emissions as suggested in the RTP Guidelines.

A minimum public review period of 30 days is required for a Negative Declaration unless the State Clearinghouse grants a "shortened review period" of 20 days and approved by Caltrans staff. LSC will mail 15 copies of the Negative Declaration directly to the State Clearinghouse for environmental review, while another five copies and an electronic file will be sent to ICLTC. Additionally, we will make the Initial Study/Proposed Negative Declaration available for posting on ICLTC's website the duration of the public review period.

Deliverable	Negative Declaration
-------------	-----------------------------

LSC will present the Draft RTP and the Draft Negative Declaration to the ICLTC at a regularly scheduled meeting as part of a public hearing.

TASK 8: Prepare Final RTP and Negative Declaration

A Final RTP and Negative Declaration will be prepared incorporating public and Caltrans comments. Thirteen copies of each document will be provided, along with all electronic files on USB key in both native formats and Adobe PDF. We expect that this document can be adopted by the ICLTC without the need for a presentation by LSC. Within five days of adoption of the RTP, LSC will assist the ICLTC with filing a Notice of Determination for approval with the State Clearinghouse and arrange for posting by the County Clerk.

Deliverable	Final RTP
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2019 Active Transportation Program Grant Applications

LSC will assist the County of Inyo and City of Bishop with two to three Active Transportation Program Grant applications for the 2019 grant cycle. At the RTP kick-off meeting, the Study Team will discuss potential ATP projects with County and City staff. As part of the kick-off meeting trip to Inyo County, LSC will conduct a brief site visit of potential ATP project locations. After the call for projects has been released in the Spring of 2018, the Study Team will hold a conference call with City and County staff to discuss details of the projects and data required. Next, the Study Team will estimate staff hours required for completion of the applications for approval by ICLTC. Costs will be based on the standard billing rates identified below. It is assumed for this work scope, that City and County staff will be primarily responsible for construction cost estimates and any survey or data collection required. LSC will be primarily responsible for answering the narrative questions and organization and compilation of the application. Applications will be submit by the deadline identified in the Final ATP Guidelines or by June 8, 2018 (if requested by ICLTC).

General Transportation Planning Services

As part of this task, the Project Team will be available to assist ICLTC with general transportation planning services, upon request. Representative projects could be Project Initiation Documents, Project Study Reports and various grant applications including but not limited to Active Transportation Program, Safe Routes to Schools and Highway Safety Improvement Program. If approved by the County, the contract would also include a second

update of the RTP. Work Scope of the 2022-2023 RTP update would be similar to the work scope described in this proposal.

The total cost of each transportation planning service request will be dependent upon the number of hours required. Standard billing rates are listed in the Price Proposal Section.

PROJECT SCHEDULE

We are prepared to begin this study immediately upon approval and the signing of a contract. A draft schedule is presented in Table 2, which accounts for 30-day environmental review periods for the Negative Declarations. Public input is scheduled for early in the process so that input can be gathered for both the ATP grant and RTP processes. Depending on when the Final ATP applications are released, this schedule could be shifted to slightly later in the year.

- Kick-off meeting – Mid March 2018
- Completion of ATP Grant Applications – June 8, 2018 or by deadline identified in Final ATP guidelines
- On line Questionnaire Available– Late April/Early May
- Completion Administrative Draft RTP – Late October
- Completion of Draft RTP and Initial Study/Proposed Negative Declaration – Mid November
- Presentation of Draft RTP and Environmental Document– Mid December 2018
- Completion of Final RTP and Environmental Document– Mid January 2019

While this schedule requires that several tasks be conducted simultaneously, we believe that it provides adequate time to conduct all tasks, and environmental and public input processes. This schedule assumes that County and ICLTC staff can provide data and review interim draft documents in a timely manner. LSC is able to adjust this schedule as necessary to better meet the needs of the ICLTC.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND LSC Transportation Consultants, Inc.

FOR THE PROVISION OF Transportation Planning **SERVICES**

TERM:

FROM: April 10, 2018 **TO:** April 30, 2023

SCHEDULE OF FEES:

See the attached Section 3 - Project Costs

Section 3 Project Costs

Labor requirements and detailed cost estimates have been developed for the study Work Plan. We have estimated the total cost of the scope of work for the Inyo County Regional Transportation Plan to be \$45,135, as shown in Table 1. Of this total \$44,185 will be required for staff hours while \$950 will be required for travel and other indirect expenses.

TABLE 1: Cost Analysis							
<i>Inyo County 2019 Regional Transportation Plan Update</i>							
	Personnel and Hourly Rates					Total Hours	Total Cost
	Principal-In Charge <i>Shaw</i>	Project Manager <i>Evans</i>	Planner <i>Fink</i>	Graphics Support	Clerical Support		
Rate	\$71.30	\$44.56	\$37.43	\$24.96	\$23.17		
Administrative Overhead	\$110.52	\$69.07	\$58.02	\$38.68	\$35.92		
Profit	\$18.18	\$11.36	\$9.55	\$6.36	\$5.91		
Total Cost Per Hour	\$200.00	\$125.00	\$105.00	\$70.00	\$65.00		
Regional Transportation Plan							
Task 1: Kick-off Meeting	8	15	8	0	0	31	\$4,315
Task 2: Existing and Future Conditions	5	20	20	20	10	75	\$7,650
Task 3: Public/Stakeholder Participation	4	30	15	0	15	64	\$7,100
Task 4: Policy Element	2	4	0	0	0	6	\$900
Task 5: Action Element	10	40	18	8	0	76	\$9,450
Task 6: Financial Element	4	20	0	0	0	24	\$3,300
Task 7: Draft RTP and Environmental	10	30	0	8	12	60	\$7,080
Task 8: Final RTP	4	20	0	8	8	40	\$4,380
Subtotal Hours	47	179	61	44	45	376	
Subtotal Personnel Cost	\$9,400	\$22,375	\$6,405	\$3,080	\$2,925		\$44,185
LSC Additional Expenses							
							\$800
							\$50
							\$100
							\$950
							\$45,135



LSC Transportation Consultants, Inc.

2690 Lake Forest Road, Suite C
 Post Office Box 5875
 Tahoe City, California 96145
 Phone: (530) 583-4053 • Fax 583-5966
 Website: www.LSCtrans.com
 Email: info@lsc Tahoe.com

TAHOE STANDARD BILLING RATES

LABOR	RATE
Principals	\$200/hour
Associates	\$150/hour
Senior Engineers	\$125/hour
Senior Planners	\$125/hour
Engineers	\$105/hour
Planners	\$105/hour
Senior CAD Operators	\$70/hour
Graphic Technicians	\$70/hour
Administrative Assistants	\$65/hour
Traffic Count Technicians	\$40/hour

SPECIALIZED EQUIPMENT

Computer and Specialized Software	\$15/hour
Turning-Movement Traffic Keyboard	\$3/hour
Automatic Traffic Counter.....	\$25/day
Auto	\$0.57/mile
Photocopies	\$0.10/copy
Color Copies	\$0.15/copy
Plots	\$5.00/D-size plot

OUTSIDE CONSULTANTS, SUB-CONTRACTORS AND CONTRACT LABOR

Billed at our cost + 10 percent.

OTHER DIRECT PROJECT EXPENSES such as Airfare, Lodging, Meals, Car Rental, Telephone, Postage, Parking Fees, Printing, Graphics, Delivery Charges, etc., are billed at our cost.

Effective January 1, 2018

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND LSC Transportation Consultants, Inc.

FOR THE PROVISION OF Transportation Planning **SERVICES**

TERM:

FROM: April 10, 2018 **TO:** April 30, 2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Not Applicable

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND LSC Transportation Consultants, Inc.
FOR THE PROVISION OF Transportation Planning **SERVICES**

TERM:

FROM: April 10, 2018 **TO:** April 30, 2023

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Public Works - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: August 9, 2022

FROM: Cap Aubrey

SUBJECT: Resolution and Notice of Completion for the Lone Pine Solar Installation Project

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-28, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Lone Pine Solar Installation Project," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

YouVee Solar, LLC, of Ridgecrest, CA, recently completed the Lone Pine Solar Installation Project. Lone Pine landfill has been powered by a gas generator for the last 30 years. This project included the purchase and installation of 10 Solar Panels that are wired to an inverter system with four batteries for backup to supply 4.0 kilowatts. With this solar project being completed, the gas and maintenance savings will be close to \$15,000 per year.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended as it will extend the period during which stop notices can be filed and will delay return of retention moneys to the Contractor.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This project is funded by the Great Basin Budget 610189, Professional Services 5265.

ATTACHMENTS:

1. Notice of Completion Resolution

APPROVALS:

Teresa Elliott
Darcy Ellis
Teresa Elliott
Breanne Nelums
John Vallejo
Amy Shepherd
Michael Errante

Created/Initiated - 7/13/2022
Approved - 7/13/2022
Approved - 7/26/2022
Approved - 7/26/2022
Approved - 7/26/2022
Approved - 7/26/2022
Final Approval - 7/27/2022

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93515**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

RESOLUTION #2022 - __

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
LONE PINE SOLAR INSTALLATION PROJECT**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Lone Pine Solar Installation Project has been completed by YouVee Solar, LLC, of Ridgecrest, CA in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Lone Pine Solar Installation Project.

Passed, approved and adopted this _____ day of _____, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Leslie Chapman, Clerk

by _____
Assistant Clerk of the Board

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Lone Pine Solar Installation Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Michael Errante



County of Inyo



Public Works - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: August 9, 2022

FROM: Cap Aubrey

SUBJECT: Fee Waivers for Tire Amnesty Events

RECOMMENDED ACTION:

Request Board: A) waive all gate and disposal fees associated with the Tire Amnesty Events; and B) authorize payment from Recycling & Waste Management to American Refuse, the department's tire hauler, for pickup for these events only, in addition to their existing contract for tire hauling for waste management.

SUMMARY/JUSTIFICATION:

Recycling and Waste Management (RWM) has obtained grant funding from CalRecycle to conduct Tire Amnesty Events for the residents of Inyo County. The grant will be sufficient to provide for at least two (2) weekends of Tire Amnesty Events. RWM is proposing to schedule the Waste Tire Amnesty events on Saturday, September 17, Sunday, September 18, 2022 and again on Saturday, April 8 and Sunday, April 9, 2023, which will allow County residents and public agencies to recycle used waste automotive tires free of charge at the County landfills. The event is not open to commercial tire dealers and no heavy equipment tires are accepted.

Recycling and Waste Management received a grant of \$20,000 which will cover the cost of advertising the event, handling of the tires, as well as the hauling and recycling of the tires collected for this event. We currently charge \$4.00 for a 19 inch or smaller tires, and \$8.00 for a 20 inch to 24.5 inch tire. There will be no loss in revenue by utilizing the Tire Amnesty Grant funds because we currently charge the customers only what we pay to have the tires picked up and recycled. We do not currently charge the customers for any of the work involved with our staff's handling of the tires.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to conduct tire amnesty events, but this is not recommended because the events encourage proper disposal of tires and cover all County costs.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The event will be paid for by utilizing the Tire Amnesty grant funding.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 7/25/2022
Darcy Ellis	Approved - 7/27/2022
Breanne Nelums	Approved - 7/27/2022
John Vallejo	Approved - 7/27/2022
Amy Shepherd	Approved - 7/28/2022
Michael Errante	Final Approval - 7/28/2022



County of Inyo



Agricultural Commissioner

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: August 9, 2022

FROM: Nathan Reade

SUBJECT: 2021 Crop and Livestock Report Presentation

RECOMMENDED ACTION:

Request Board receive a presentation on the 2021 Annual Crop and Livestock Report.

SUMMARY/JUSTIFICATION:

This will be a general review of the 2021 Annual Crop and Livestock Report, which is submitted in accordance with Section 2279 of the California Food and Agriculture Code. Agriculture continues to be a solid industry that is an integral part of Inyo and Mono counties' economies.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Crop Report 2021
2. 2021 Inyo Board Presentation

APPROVALS:

Janice Jackson
Janice Jackson
Darcy Ellis
Janice Jackson
Keri Oney

Created/Initiated - 7/14/2022
Approved - 7/14/2022
Approved - 7/15/2022
Approved - 7/15/2022
Final Approval - 7/18/2022

2021

CROP AND LIVESTOCK REPORT



COUNTIES OF INYO AND MONO

Counties of Inyo and Mono Agricultural Commissioner's Office 2021 Crop and Livestock Report

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- 2 Functions of the Agricultural Commissioner's Office
- Agricultural Statistics—Inyo County
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- 7 Inyo County Totals
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DEPARTMENT STAFF

Agricultural Commissioner/Director of Weights & Measures

Nathan Reade

Supervising Agricultural Biologist

Brent Calloway

Ag/Weights & Measures Inspector II

David Miller

Ag/Weights & Measures Inspector I

Carl Olsen

Office Technician II

Janice Jackson

Jennifer Sarten

Project Coordinator

Alexandra Barbella

Lead Field Technicians

Robert Miller Carlos Paz

Field Technician I

Gabriel Mesquitez

Field Assistants

Steve Allen

Tom Jackson

Brandon Rohr

Brayan Gutierrez

Roger Tucker



COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA
MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

Karen Ross, *Secretary*
California Department of Food and Agriculture

Julie Henderson, *Director*
California Department of Pesticide Regulation

The Honorable Board of Supervisors,
County of Inyo

The Honorable Board of Supervisors,
County of Mono

Dan Totheroh, *Chair*

Bob Gardner, *Chair*

Rick Pucci

Jennifer Roeser

Jennifer Kreitz

John Peters

Matt Kingsley

Jeff Griffiths

Stacy Corless

Rhonda Duggan

I am pleased to present the 2021 Inyo and Mono Counties' Annual Crop and Livestock Report. This report is prepared pursuant to California Food and Agriculture Code 2279, and is a statistical compilation of agriculture production in Inyo and Mono Counties. The values contained within this report reflect **gross** agricultural production within the two counties, and do not represent net profit or loss.

The gross combined agricultural production values for Inyo and Mono Counties in 2021 totaled \$56,019,000, representing an increase of 5% over 2020 production values. This was led primarily by significantly higher alfalfa pricing in 2021 over 2020, but also due to some increases in nursery product pricing as well.

Inyo County values specifically were essentially flat at \$21,230,000, only \$66,000 or .3% higher than 2020 despite some significant movement in certain commodity groups. Higher alfalfa pricing did not directly translate into higher production value in Inyo county due to less acreage in production from fallowing and in some cases poor yield. This can be directly attributed to drought conditions. Also, some acreage that had been in alfalfa in 2020 was converted to other less valuable field crops in 2021. The nursery products category rose 11% due to higher pricing with certain production crops, which served to mitigate the losses in the field crop category.

Mono County production value increased significantly at 9% and a production value of \$34,789,000, bolstered by increases across all commodity groups. Alfalfa was the main driver of the overall increase over 2020, rising over 22% due to commodity pricing increases. The livestock and livestock products commodity group was up 2% as well. Field crops and livestock and livestock products represent 99.6% of all production in Mono County.

I would like to thank my staff for assisting with the creation of this report. I'd also like to thank our local agricultural industry for their input, without which this report would not be possible.

Sincerely,

Nathan D. Reade
Agricultural Commissioner

Counties of Inyo and Mono Agricultural Commissioner's Office

The mission of the Inyo and Mono Counties Agricultural Commissioner's Office is to promote and protect the agricultural industry of the counties, protect the environment, and to ensure the health and safety of all of its citizens. The department is also responsible for fostering confidence and equity in the marketplace. The following are the main program areas:

Human Safety and Environmental Protection

The County Agricultural Commissioner's Office protects the health and safety of all Inyo/Mono residents, its agricultural industries and its environment with a series of comprehensive regulatory programs designed to prevent the introduction of exotic pests and to ensure the safe use of pesticides. The five programs that exist to achieve these goals include:

- Pest Exclusion
- Pest Detection
- Pest Eradication
- Pest Management
- Pesticide Enforcement

Consumer Protection and Product Quality

Product quality programs are designed to ensure the production and sales of quality eggs, honey, fruits, vegetables, and nursery and seed products. Quality standards that these programs ensure include maturity, grade, size, and weight. Packaging and labeling are also examined to ensure consumer expectations are met. The six programs include:

- Fruit and Vegetable Quality Control
- Organic Food Production
- Egg Quality Control
- Certified Farmers' Markets
- Nursery Inspection
- Seed Inspection

Special Agricultural Services

The Agriculture Department also provides other mandated services, including:

- Apiary Inspection
- Crop Statistics
- Sustainable Agriculture

Administrative and Education Outreach

Staff participate in a wide range of special projects intended to benefit Inyo/Mono citizens such as the legislative process, public information, education outreach efforts, as well as joint multi-agency and inter-county cooperative activities. Continuing education efforts sponsored by the Agriculture Department for pesticide safety help to ensure that local license-holders maintain adequate training.



Invasive Plant Management

This division of the Agricultural Commissioner's office consists of 15 federal, state, county, and local agencies and entities. The Eastern Sierra Weed Management Area is dedicated to the eradication and control of invasive plant species in Inyo and Mono Counties through the cooperation and coordination of participating entities. The Eastern Sierra Weed Management Area participates in public outreach and education activities to ensure that people understand the threat of non-native weeds on our environment and agriculture industry.

Weights and Measures

A gallon of gasoline, a cord of firewood, a loaf of bread, or a pound of fruits or vegetables...any item purchased is sold by weight, measure, or count. We protect the public from purchasing goods that are short weight or measure, and we protect businesses from giving their products and profits away when they use devices that could be inaccurate. We also verify that prices are scanned correctly at the counter, petroleum products meet quality standards, and weighmasters provide their customers accurate weighing devices. The eight programs in this category include:

- Weight Verification
- Measurement Verification
- Petroleum
- Transaction Verification
- Electronic Meters
- Compressed Gas Meters
- Weighmaster
- Device Repairmen Regulation

See page 15 for more information on this division.

Mosquito Abatement

The purpose of this program is to provide the public with a consistent level of mosquito control that reduces the threat of disease transmission and the spread of large nuisance populations of mosquitoes. The Inyo/Mono Counties Agricultural Commissioner's Office administers the Owens Valley Mosquito Abatement Program and the Mammoth Lakes Mosquito Abatement District. See page 16 for more information on this division.

Inyo County Commercial Cannabis Permitting Office

This division of our office coordinates the Commercial Cannabis Business License issuance, renewal, and oversight activities in Inyo County. Licensed activities include retail, manufacturing, distribution, testing, and cultivation. This office coordinates with the state of California Bureau of Cannabis Control as well as the CDFA CalCannabis to regulate local cannabis businesses.



2021

Inyo County Crop and Livestock Statistics



Inyo County General Information

County Seat:	Independence	<u>Average Climate</u>		
County Population:	19,016 (2020 census)		High	Low
Land Area:	10,180 sq. miles	Bishop:	98°	22°
Population Density:	1.87 persons per sq. mile	Death Valley:	115°	37°
Highest Elevation:	14,505 ft. (Mount Whitney)			
Lowest Elevation:	-282 ft. (Badwater, D.V.N.P.)			

Unincorporated Areas

Big Pine	Olancha
Cartago	Pearsonville
Independence	Shoshone
Lone Pine	

Land Ownership

Federal:	92.0%
City of Los Angeles:	3.9%
State of California:	2.4%
Private:	1.7%

Incorporated Cities

Bishop



LIVESTOCK & LIVESTOCK PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2021	Head	7,850	\$1,180	\$9,268,000	▼ 3%
	2020		8,070	\$1,182	\$9,539,000	
Sheep & Lambs*	2021	Head	4,090	\$220	\$899,000	▲ 20%
	2020		3,970	\$189	\$750,000	
Eggs	2021	Dozen	2,100	\$6.00	\$12,500	▲ 41%
	2020		2,100	\$4.25	\$8,940	
Wool	2021	Lbs	29,680	\$1.76	\$52,200	▼ 25%
	2020		28,820	\$2.41	\$69,500	
Miscellaneous**	2021				\$135,000	▼ 4%
	2020				\$141,000	
Total Value				2021	\$10,367,000	▼ 1%
				2020	\$10,508,000	

* Includes feeder lamb gain.

**Includes beef stocker gain, goats, hogs, and poultry.

FIELD CROPS

	Year	Unit	Production	Value per Unit	Total	
Alfalfa Hay	2021	Ton	11,350	\$230	\$2,611,000	▼ 17%
	2020		15,550	\$201	\$3,126,000	
Pasture, Irrigated	2021	Acre	13,700	\$66	\$904,000	▼ 8%
	2020		14,000	\$70	\$980,000	
Pasture, Rangeland	2021	Acre	1,150,000	\$1.11	\$1,279,000	= 0%
	2020		1,150,000	\$1.11	\$1,279,000	
Miscellaneous*	2021	Acre	790	-	\$1,108,000	▲ 43%
	2020		621	-	\$777,000	
Total Value				2021	\$5,902,000	▼ 4%
				2020	\$6,162,000	

*Includes grain hay, sudangrass, and other hay

NURSERY PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2021	Acre	221	-	\$4,346,000	▲11%
	2020		221	-	\$3,908,000	
			Total Value	2021	\$4,346,000	▲11%
				2020	\$3,908,000	

*Includes palms, turf, and miscellaneous plants.

FRUIT AND NUT CROPS

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2021	Acres	32	-	\$386,000	▲1%
	2020		32	-	\$382,000	
			Total Value	2021	\$386,000	▲1%
				2020	\$382,000	

* Includes almonds, apples, apricots, blackberries, cherries, dates, figs, grapes (table), grapes (wine), nectarines, peaches, pears, pecans, persimmons, plums, pomegranates, raspberries, strawberries, and walnuts.

APIARY PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Honey	2021	Lb	51,700	\$4.05	\$209,000	▲17%
	2020		56,600	\$3.15	\$178,000	
Miscellaneous*	2021	-	-	-	\$5,000	▼4%
	2020		-	-	\$5,200	
			Total Value	2021	\$214,000	▲17%
				2020	\$183,000	

* Includes beeswax and pollen.

VEGETABLE CROPS

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2021	Acres	3	-	\$15,000	▼29%
	2020		4	-	\$21,000	
			Total Value	2021	\$15,000	▼29%
				2020	\$21,000	

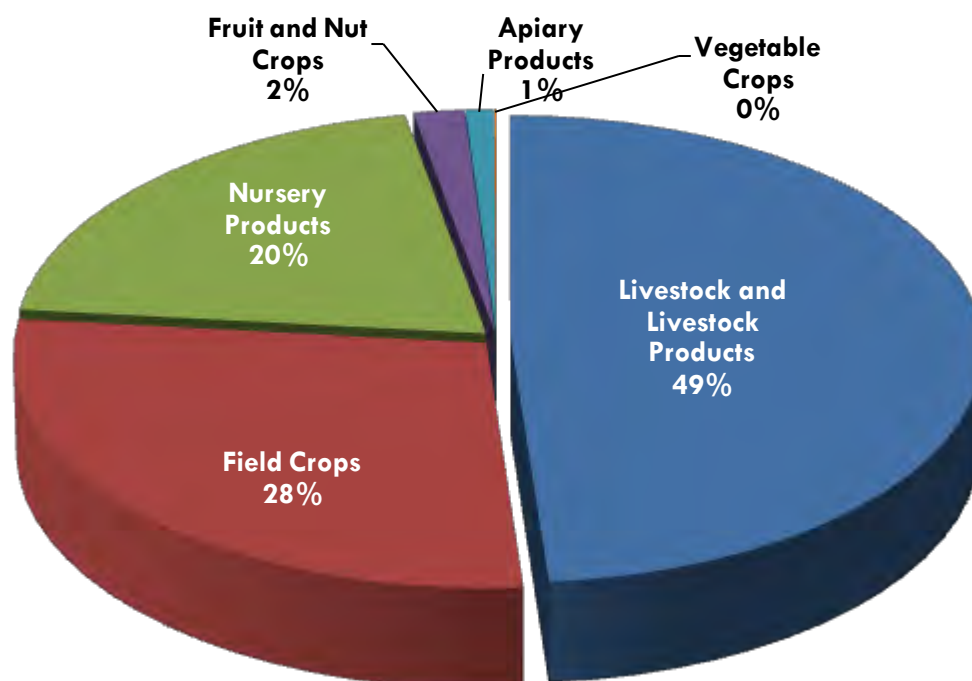
* Includes Includes artichokes, beans, brassicas, carrots, cucumbers, eggplant, garlic, herbs, leafy greens, melons, onions, peppers, pumpkins, radishes, squash, sweet corn, tomatillos, tomatoes, and tubers.



INYO COUNTY TOTALS

	Year	Total	
Livestock & Livestock Products	2021	\$10,367,000	▼ 1%
	2020	\$10,508,000	
Field Crops	2021	\$5,902,000	▼ 4%
	2020	\$6,162,000	
Nursery Products	2021	\$4,346,000	▲ 11%
	2020	\$3,908,000	
Fruit and Nut Crops	2021	\$386,000	▲ 1%
	2020	\$382,000	
Apiary Products	2021	\$214,000	▲ 17%
	2020	\$183,000	
Vegetable Crops	2021	\$15,000	▼ 29%
	2020	\$21,000	
Total Value	2021	\$21,230,000	= 0%
	2020	\$21,164,000	

INYO COUNTY AGRICULTURAL PRODUCTION BY CATEGORY



2021

Mono County Crop and Livestock Statistics

Mono County General Information

County Seat:	Bridgeport
County Population:	13,195 (2020 census)
Land Area:	3,049 sq. miles
Population Density:	4.33 persons per sq. mile
Highest Elevation:	14,252 ft. (White Mountain)

Unincorporated Areas

Benton	June Lake
Bridgeport	Lee Vining
Chalfant Valley	Topaz
Coleville	Tom's Place
Hammil Valley	Walker

Incorporated Cities

Mammoth Lakes

Average Climate

	High	Low
Bridgeport:	81°	8°
Hammil Valley:	98°	22°

Land Ownership

Federal:	84.7%
City of Los Angeles:	3.2%
State of California:	3.6%
Private:	6.5%



Livestock & Livestock Products

	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2021	Head	8,600	\$1,180	\$10,148,000	▼ 3%
	2020		8,840	\$1,182	\$10,447,000	
Sheep & Lambs*	2021	Head	15,790	\$220	\$3,473,000	▲ 18%
	2020		15,630	\$189	\$2,954,000	
Wool	2021	Lbs	62,030	\$1.76	\$109,000	▼ 26%
	2020		61,090	\$2.41	\$147,000	
Miscellaneous**	2021				\$2,190,000	▲ 6%
	2020				\$2,066,000	
Total Value				2021	\$15,920,000	▲ 2%
				2020	\$15,614,000	

*Includes feeder lamb gain.

**Includes beef stocker gain, goats, hogs, and poultry.

Field Crops

	Year	Unit	Production	Value per Unit	Total	
Alfalfa Hay	2021	Ton	58,900	\$252	\$14,844,000	▲ 22%
	2020		59,500	\$204	\$12,134,000	
Pasture, Irrigated	2021	Acre	19,885	\$74	\$1,471,000	▼ 3%
	2020		20,500	\$74	\$1,517,000	
Pasture, Rangeland	2021	Acre	1,078,000	\$1.43	\$1,542,000	= 0%
	2020		1,078,000	\$1.43	\$1,542,000	
Miscellaneous*	2021	Acre	1,756	-	\$860,000	▼ 19%
	2020		1,868	-	\$1,062,000	
Total Value				2020	\$18,717,000	▲ 15%
				2019	\$16,255,000	

*Includes garlic, grain hay, sudangrass, and other hay

Forest Products

	Year	Total	
Timber and Firewood	2021	\$85,100	▲ 3%
	2020	\$82,900	
Total Value	2021	\$85,100	▲ 3%
	2020	\$82,900	

Fruit & Nut Crops

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2021	Acres	17	-	\$45,000	▲ 2%
	2020		17	-	\$44,200	
Total Value				2021	\$45,000	▲ 2%
				2020	\$44,200	

* Includes grapes (wine), pome fruit, and stone fruit.

Nursery Products

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2021	Acre	1	-	\$21,500	▲ 8%
	2020		1	-	\$20,000	
Total Value				2021	\$21,500	▲ 8%
				2020	\$20,000	

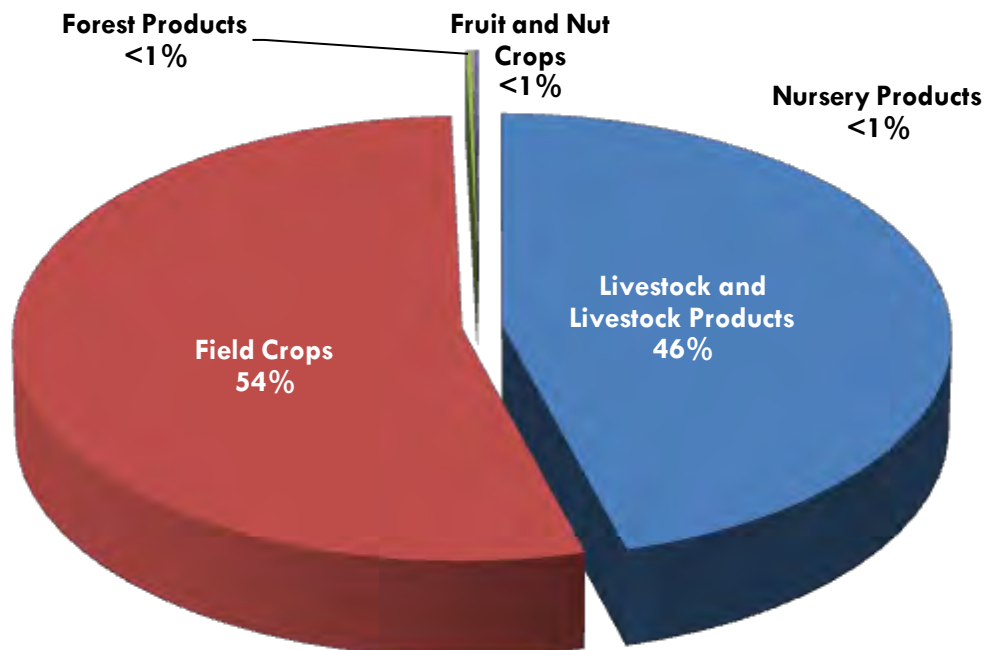
* Includes various ornamental plants



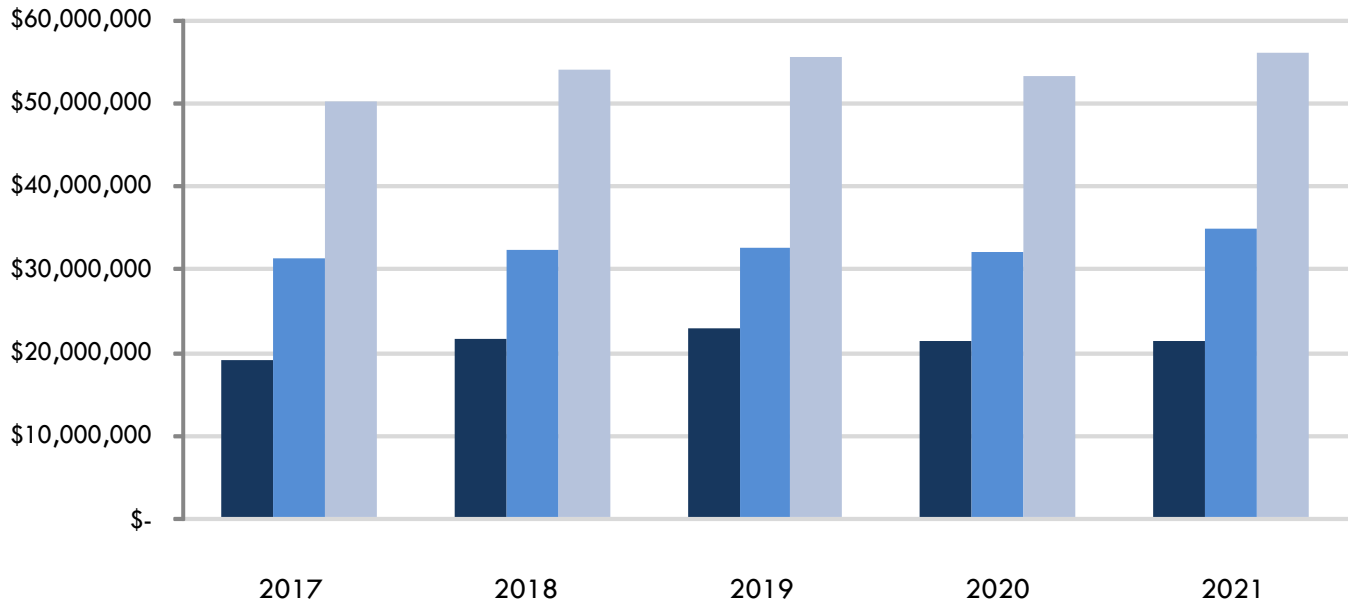
Mono County Totals

	Year	Total	
Livestock & Livestock Products	2021	\$15,920,000	▲ 2%
	2020	\$15,614,000	
Field Crops	2021	\$18,717,000	▲15%
	2020	\$16,255,000	
Forest Products	2021	\$85,100	▲ 3%
	2020	\$82,900	
Fruit & Nut Crops	2021	\$45,000	▲ 2%
	2020	\$44,200	
Nursery Products	2021	\$21,500	▲ 8%
	2020	\$20,000	
Total Value	2021	\$34,789,000	▲ 9%
	2020	\$32,016,000	

MONO COUNTY AGRICULTURAL PRODUCTION BY CATEGORY

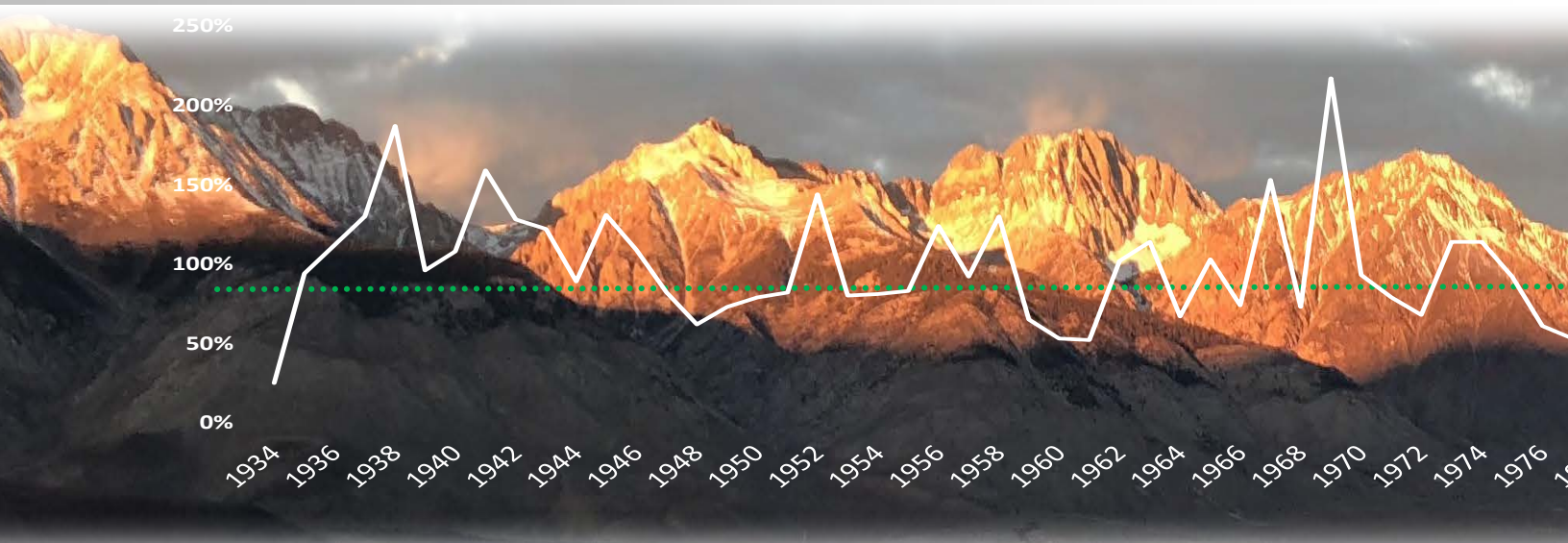


Five Year Comparison

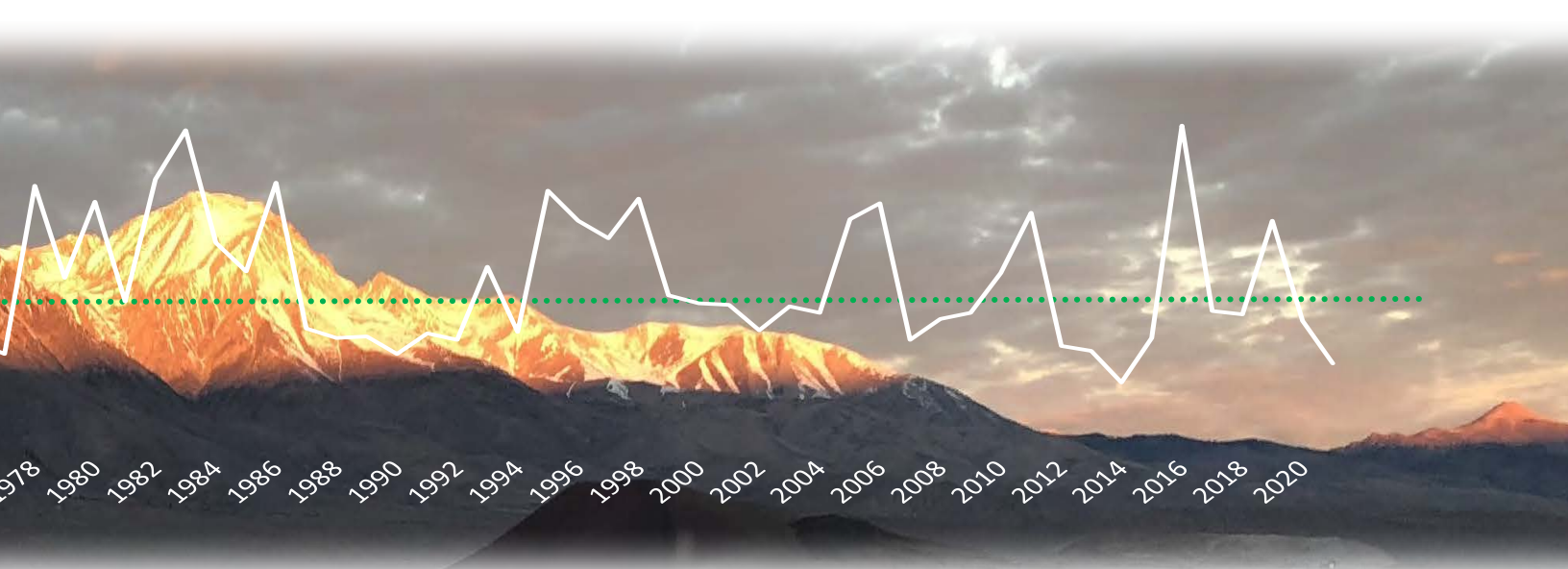
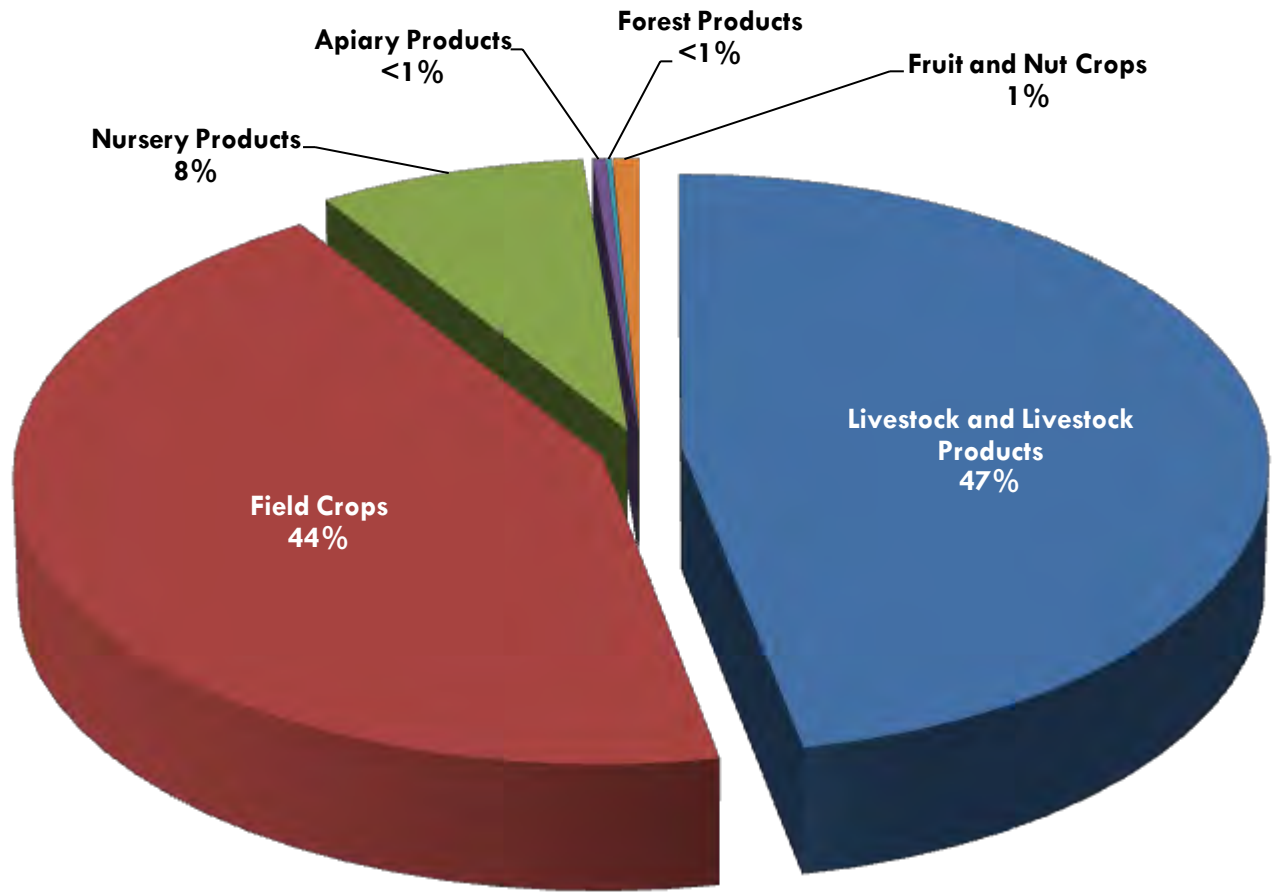


Inyo County Totals	\$18,958,000	\$21,499,000	\$22,905,000	\$21,164,000	\$21,230,000
Mono County Totals	\$31,269,000	\$32,347,000	\$32,538,000	\$32,016,000	\$34,789,000
Combined Totals	\$50,227,000	\$53,846,000	\$55,443,000	\$53,180,000	\$56,019,000

Eastern Sierra Runoff Chart



Combined Agricultural Production by Category



Commodities Grown by Certified Producers

Basil, chives, cilantro, dill, parsley, rosemary, sage, savory, tarragon, thyme, lemon balm, lavender, oregano, mint, eggplant, tomato, cucumber, goji berries, peppers, green onions, pumpkins, okra, onions, beets, fennel, garlic, carrots, lettuce, kale, chard, grapes, apples, dates, peaches, pears, apricots, cherries, plums, pomegranates, figs, watermelons, cantaloupes, honeydew, raspberries, blackberries, elderberries, currants, peas, sweet peas, various bean varieties, zucchini, cut flowers, and eggs.

Sustainable Agriculture and Outreach

Invasive Plant Targets

<u>Pest</u>	<u>Agent/Mechanism</u>	<u>Number of Sites</u>	<u>Acres</u>
Puncturevine	Biological Control	14 sites	~
Dalmatian Toadflax	Mechanical	4 sites	250
Yellow Starthistle	Mechanical/Herbicide	4 sites	19
Russian Knapweed	Herbicide	10 sites	5,209
Canada Thistle	Herbicide	26 sites	5,265
Spotted Knapweed	Herbicide	10 sites	221
Halogeton	Mechanical	19 sites	6,918
Scotch Thistle	Herbicide	10 sites	2,141
Camelthorn	Herbicide	1 site	11
Saltcedar	Herbicide	2 sites	85
Perennial Pepperweed	Herbicide	140	55,061

Outreach Program

During 2021, the Inyo/Mono Counties' Agriculture Department conducted:

- 1 continuing education event covering Inyo and Mono Counties with over 90 professional card holders and private applicators attending, to meet California state continuing education requirements. A second event was planned but was moved to 2022.
- Various outreach activities with stakeholders such as the public, other agencies, and industry.

The Department's inspection surveillance area, which encompasses over 10,000 square miles, provided outreach from northern Mono County, including several California and Nevada field crop growers located in the Antelope Valley area, to the southern tip of Inyo County, including a large commercial turf grass farm in the Sandy Valley, near Las Vegas, Nevada. The Inyo/Mono Agricultural Commissioner's office is tasked with the surveillance of 50% of the California/Nevada border for pests that could endanger the agricultural industry of California.

Weights and Measures

Device Inspection Program

We are responsible for inspection, certification, or condemnation of all commercially used meters (retail motor fuel, propane/vapor, and electric), scales (aggregate and cement hoppers, vehicle, livestock, computing, platform and spring scales); and any other type of device that is used to weigh or measure to determine a value for the purpose of sales. Enforcement actions can include issuance of citations initiating prosecution of violations. 1,000 devices were inspected. 13 consumer complaints were received and investigated by the Inyo/Mono Counties' Weights and Measures Department throughout the year resulting in 1 notice of violation. Regular inspections protect consumers from misrepresentation and maintain fair competition between sellers.

Petroleum Program

We ensure the quality of petroleum products sold within the two Counties including; sampling of fuels, inspection and investigation of complaints. We also regulate all commercial advertisements of such products including price signs and labeling. While conducting these inspections, staff will also check for credit card skimming devices.

Package Inspections

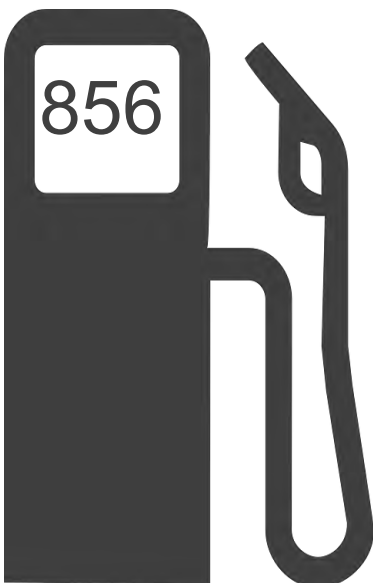
We inspect pre-packaged commodities in retail and wholesale facilities to determine proper weights, count or volume. We also verify proper sales equipment involving scanners, performing test purchases to insure accurate charges.

Weighmaster Enforcement

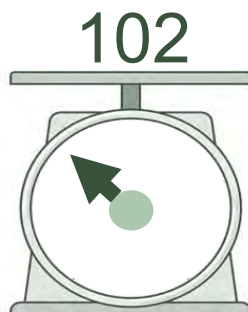
Weighmaster licenses are issued through our office to persons or entities that sell bulk commodities. Enforcement of weighmaster laws ensures that these transactions are accurate.

Device Repairman Regulation

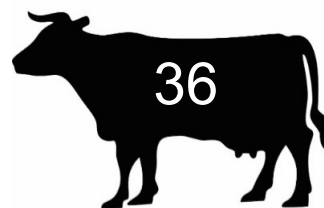
Anyone who installs or repairs a weighing or measuring device in Inyo or Mono Counties must register with our office and inform our office when work takes place. This ensures that devices are not tampered with and transaction equity.



Retail Fuel Meters



Counter and Computing Scales



Livestock Scales



Vehicle Scales



Aggregate Scales

54
Other Weighing and
Measuring Devices

Mosquito Abatement



What is the mosquito abatement program?

The purpose of the program is to control mosquito populations throughout the Owens Valley from Olancho to Round Valley and also in Mammoth Lakes so that these pests and their associated diseases are abated adequately.

Monitoring

The Owens Valley Mosquito Abatement Program (OVMAP) and Mammoth Lakes Mosquito Abatement District (MLMAD) conduct surveillance to determine mosquito populations using several methods. Mosquito traps are deployed in several locations throughout the Owens Valley and in the Town of Mammoth Lakes, and are checked frequently to determine level of adult mosquito populations. Disease monitoring is component of this trapping effort, and insects caught in traps are sent to sample for the presence of certain diseases that mosquitos are known to spread. Complaints are logged and responded to, creating records that can also help with monitoring efforts. At times, staff will travel to areas where complaints are high and record landing rates of mosquitos to further gauge population density.

Biocontrol

Mosquito Fish - The mosquito fish have been one of the most effective non-insecticidal and non-chemical methods of controlling mosquitoes for over eighty years. They breed throughout the summer and new broods are produced at intervals of about six weeks, with 50 to 100 young in a single brood. They are ready to begin the work of destroying mosquito larvae at once. Mosquito fish can eat mosquito larvae as fast as the larvae hatch from eggs, as many as 100 per day. Mosquito fish live 2-3 years and can tolerate a wide range of temperatures.

Larviciding - Routine larviciding of many hundreds of mosquito sources each week prevent immature mosquito larvae from reaching the flying and biting adult stage. This preferred first option for killing mosquitos is the cheapest and most effective method.

Adulticiding

When larviciding does not control mosquito populations adequately, OVMAP and MLMAD conduct adulticiding measures to protect our local communities from irritating insect bites and the potential for spreading of disease.

Public Outreach and Cultural/Environmental Control

Outreach to residents about altering or removing conditions that best suit mosquito breeding is another effective tool in the OVMAP/MLMAD toolbox. These controls include proper irrigation practices, pool maintenance, and even making sure small containers or tires stored outside do not fill with stagnant water. Reducing the habitat conducive to mosquito breeding in the very areas where we live is a large step toward fewer itchy bites. Outreach efforts occur throughout the year through personal contact and social media, as well as at community events such as the Tri-County Fair.





The Evolution of California Agricultural Commissioners and Sealers

The California Agricultural Commissioners trace their origins back 141 years. The goal of the Agricultural Commissioners is to protect the State's crops from the ravages of pests both domestic and imported. Then, as now, one of the principle weapons employed was a legal device called a "quarantine", which is derived from the French word "quarante", meaning "forty". The quarantine came about as a detention device, its first use being in the year 1340 when passengers on ships bound for Venice, Italy, were detained on board ship for 40 days. This was considered a long enough period to determine whether or not those passengers carried with them the Black Plague, which was killing many people in Europe in the mid-14th century.

California's first statewide program, which was the beginning of the present Department of Food and Agriculture, began with "An Act For the Promotion of Viticultural Industries of the State" on April 5, 1880. It provided for the appointment of a Board of State Viticultural Commissioners whose duties included the study of the grape root rot disease, *Phylloxera*. The Act specified that the University of California was responsible for instruction and experiments - a concept still existing today - giving the University the authority for research and the Department the regulatory functions. The Act provided for seven viticultural districts.

Until the year 1911, the duties of the State Board of Horticulture, the State Commissioner of Horticulture, county boards of horticulture commissioners and the county horticulture commissioners were limited to just a few obligations. These obligations consisted of preventing the introduction into the state of pests from outside its boundaries, prevention of spread of insect pests and plant diseases through the media of nursery stock, fruit boxes, and other containers, and the inspection of nurseries. The years that followed would find the duties not only intensified in the same areas, but expanded into many other aspects of agriculture.

In the beginning the regulatory concern was to protect the California farmer from the depredations of exotic pests. After 1911, these duties were to be expanded to include concerns of the marketplace (standardization), and such cultural aids as assistance to the farmer in weed control and control of rodents and other damaging creatures. Later, they would enlarge to assure the farmer honest weights and measures, and protection from unscrupulous middlemen. Finally, the regulations would blossom into the full relationship of the farmer and the consumer.

Today, the California Department of Food and Agriculture and County Agricultural Commissioners are as busy helping the consumer as they are the farmer. They keep exotic pests away from the farmer's fields by fighting them in city gardens, where they nearly always are found first. By so doing, they are affording city people as much protection as farmers, for these pests generally can wreak as much havoc in the city as in the country. They provide for, and oversee, standardization practices, thus insuring the farmer's good markets for their products and insuring quality for consumers. They promote marketing of goods in a variety of ways, also assuring quality and quantity to consumers. They look after the health of livestock and plants, and the same benefits accrue to the consumer. They insist on measurement standards that also have dual blessings; and they assure the consumer and the farmer protection against the careless use of pesticides, thus affording protection to both people and the environment.



**COUNTIES OF INYO AND MONO
AGRICULTURAL COMMISSIONER'S OFFICE**

**1360 NORTH MAIN STREET
BISHOP, CA 93514
760.873.7860**



2021 CROP AND LIVESTOCK REPORT

COUNTIES OF INYO AND MONO AGRICULTURAL COMMISSIONER'S OFFICE



BOARD OF SUPERVISORS PRESENTATION
INYO COUNTY

Counties of Inyo and Mono Agricultural Commissioner's Office

The mission of the Inyo and Mono Counties Agricultural Commissioner's Office is to promote and protect the agricultural industry of the counties, protect the environment, and to ensure the health and safety of all of its citizens. The department is also responsible for fostering confidence and equity in the marketplace. The following are the main program areas:

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- Crop Statistics
- Sustainable Agriculture

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This division of the Agricultural Commissioner's office consists of 1.5 federal, state, county, and local agencies and entities. The Eastern Sierra Weed Management Area is dedicated to the eradication and control of invasive plant species in Inyo and Mono Counties through the cooperation and coordination of participating entities. The Eastern Sierra Weed Management Area participates in public outreach and education activities to ensure that people understand the threat of non-native weeds on our environment and agriculture industry.

Weights and Measures

A gallon of gasoline, a cord of firewood, a loaf of bread, or a pound of fruits or vegetables...any item purchased is sold by weight, measure, or count. We protect the public from purchasing goods that are short weight or measure, and we protect businesses from giving their products and profits away when they use devices that could be inaccurate. We also verify that prices are scanned correctly at the counter, petroleum products meet quality standards, and weighmasters provide their customers accurate weighing devices. The eight programs in this category include:

- Weight Verification
- Measurement Verification
- Petroleum
- Transaction Verification
- Electronic Meters
- Compressed Gas Meters
- Weighmaster
- Device Repairmen Regulation

See page 15 for more information on this division.

Mosquito Abatement

The purpose of this program is to provide the public with a consistent level of mosquito control that reduces the threat of disease transmission and the spread of large nuisance populations of mosquitoes. The Inyo/Mono Counties Agricultural Commissioner's Office administers the Owens Valley Mosquito Abatement Program and the Mammoth Lakes Mosquito Abatement District. See page 16 for more information on this division.

Inyo County Commercial Cannabis Permitting Office

This division of our office coordinates the Commercial Cannabis Business License issuance, renewal, and oversight activities in Inyo County. Licensed activities include retail, manufacturing, distribution, testing, and cultivation. This office coordinates with the state of California Bureau of Cannabis Control as well as the CDFA CalCannabis to regulate local cannabis businesses.





I am pleased to present the 2021 Inyo and Mono Counties' Annual Crop and Livestock Report. This report is prepared pursuant to California Food and Agriculture Code 2279, and is a statistical compilation of agriculture production in Inyo and Mono Counties. The values contained within this report reflect gross agricultural production within the two counties, and do not represent net profit or loss.

-

The gross combined agricultural production values for Inyo and Mono Counties in 2021 totaled \$56,019,000, representing an increase of 5% over 2020 production values. This was led primarily by significantly higher alfalfa pricing in 2021 over 2020, but also due to some increases in nursery product pricing as well.

Inyo County values specifically were essentially flat at \$21,230,000, only \$66,000 or .3% higher than 2020 despite some significant movement in certain commodity groups. Higher alfalfa pricing did not directly translate into higher production value in Inyo county due to less acreage in production from fallowing and in some cases poor yield. This can be directly attributed to drought conditions. Also, some acreage that had been in alfalfa in 2020 was converted to other less valuable field crops in 2021. The nursery products category rose 11% due to higher pricing with certain production crops, which served to mitigate the losses in the field crop category.

Nathan D. Reade
Agricultural Commissioner

2021

Inyo County Crop and Livestock Statistics



Inyo County General Information

County Seat:	Independence	Average Climate	
County Population:	19,016 (2020 census)	High	Low
Land Area:	10,180 sq. miles	Bishop:	98° 22°
Population Density:	1.87 persons per sq. mile	Death Valley:	115° 37°
Highest Elevation:	14,505 ft. (Mount Whitney)		
Lowest Elevation:	-282 ft. (Badwater, D.V.N.P.)		

Unincorporated Areas

Big Pine	Olancho	Federal:	92.0%
Cartago	Pearsonville	City of Los Angeles:	3.9%
Independence	Shoshone	State of California:	2.4%
Lone Pine		Private:	1.7%

Incorporated Cities

Bishop



LIVESTOCK & LIVESTOCK PRODUCTS

	Year	Unit	Production	Value per Unit	Total		
Cattle & Calves	2021	Head	7,850	\$1,180	\$9,268,000	▼ 3%	
	2020		8,070	\$1,182	\$9,539,000		
Sheep & Lambs*	2021	Head	4,090	\$220	\$899,000	▲ 20%	
	2020		3,970	\$189	\$750,000		
Eggs	2021	Dozen	2,100	\$6.00	\$12,500	▲ 41%	
	2020		2,100	\$4.25	\$8,940		
Wool	2021	Lbs	29,680	\$1.76	\$52,200	▼ 25%	
	2020		28,820	\$2.41	\$69,500		
Miscellaneous**	2021				\$135,000	▼ 4%	
	2020				\$141,000		
Total Value					2021	\$10,367,000	▼ 1%
					2020	\$10,508,000	

* Includes feeder lamb gain.

** Includes beef, stocker gain, goats, hogs, and poultry.

FIELD CROPS

	Year	Unit	Production	Value per Unit	Total		
Alfalfa Hay	2021	Ton	11,350	\$230	\$2,611,000	▼ 17%	
	2020		15,550	\$201	\$3,126,000		
Pasture, Irrigated	2021	Acre	13,700	\$66	\$904,000	▼ 8%	
	2020		14,000	\$70	\$980,000		
Pasture, Rangeland	2021	Acre	1,150,000	\$1.11	\$1,279,000	= 0%	
	2020		1,150,000	\$1.11	\$1,279,000		
Miscellaneous*	2021	Acre	790	-	\$1,108,000	▲ 43%	
	2020		621	-	\$777,000		
Total Value					2021	\$5,902,000	▼ 4%
					2020	\$6,162,000	

* Includes grain hay, sudangrass, and other hay

LIVESTOCK & LIVESTOCK PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2021	Head	7,850	\$1,180	\$9,268,000	▼ 3%
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Wool	2021	Lbs	29,680	\$1.76	\$52,200	▼ 25%
	2020		28,820	\$2.41	\$69,500	
Miscellaneous**	2021				\$135,000	▼ 4%
	2020				\$141,000	
				2021	\$10,367,000	▼ 1%
				2020	\$10,508,000	
				Total Value		

* Includes feeder lamb gain.

**Includes beef stocker gain, goats, hogs, and poultry.

FIELD CROPS

	Year	Unit	Production	Value per Unit	Total	
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	2020		15,550	\$201	\$3,126,000	
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	2020		14,000	\$70	\$980,000	
Pasture, Rangeland	2020	Acre	1,150,000	\$1.11	\$1,279,000	= 0%
	2019		1,150,000	\$1.11	\$1,279,000	
Miscellaneous*	2020	Acre	790	-	\$1,108,000	▲ 43%
	2019		621	-	\$777,000	
				2021	\$5,902,000	▼ 4%
Total Value				2020	\$6,162,000	

*Includes grain hay, sudangrass, and other hay

NURSERY PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2021	Acre	221	-	\$4,346,000	▲ 11%
	2020		221	-	\$3,908,000	
				2021	\$4,346,000	▲ 11%
				2020	\$3,908,000	

*Includes palms, turf, and miscellaneous plants.

Total Value

2021

\$4,346,000

2020

\$3,908,000

FRUIT AND NUT CROPS

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2021	Acres	32	-	\$386,000	▲ 1%
	2020		32	-	\$382,000	
				2020	\$386,000	▲ 1%
				2019	\$382,000	

* Includes almonds, apples, apricots, blackberries, cherries, dates, figs, grapes (table), grapes (wine), nectarines, peaches, pears, pecans, persimmons, plums, pomegranates, raspberries, strawberries, and walnuts.

Total Value

2020

\$386,000

2019

\$382,000

APIARY PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Honey	2021	Lb	51,700	\$4.05	\$209,000	▲ 17%
	2020		56,600	\$3.15	\$178,000	
Miscellaneous*	2021	-	-	-	\$5,000	▼ 4%
	2020		-	-	\$5,200	
Total Value				2021	\$214,000	▲ 17%
				2020	\$183,000	

* Includes beeswax and pollen.

VEGETABLE CROPS

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2021	Acres	3	-	\$15,000	▼ 29%
	2020		4	-	\$21,000	
Total Value				2021	\$15,000	▼ 29%
				2020	\$21,000	

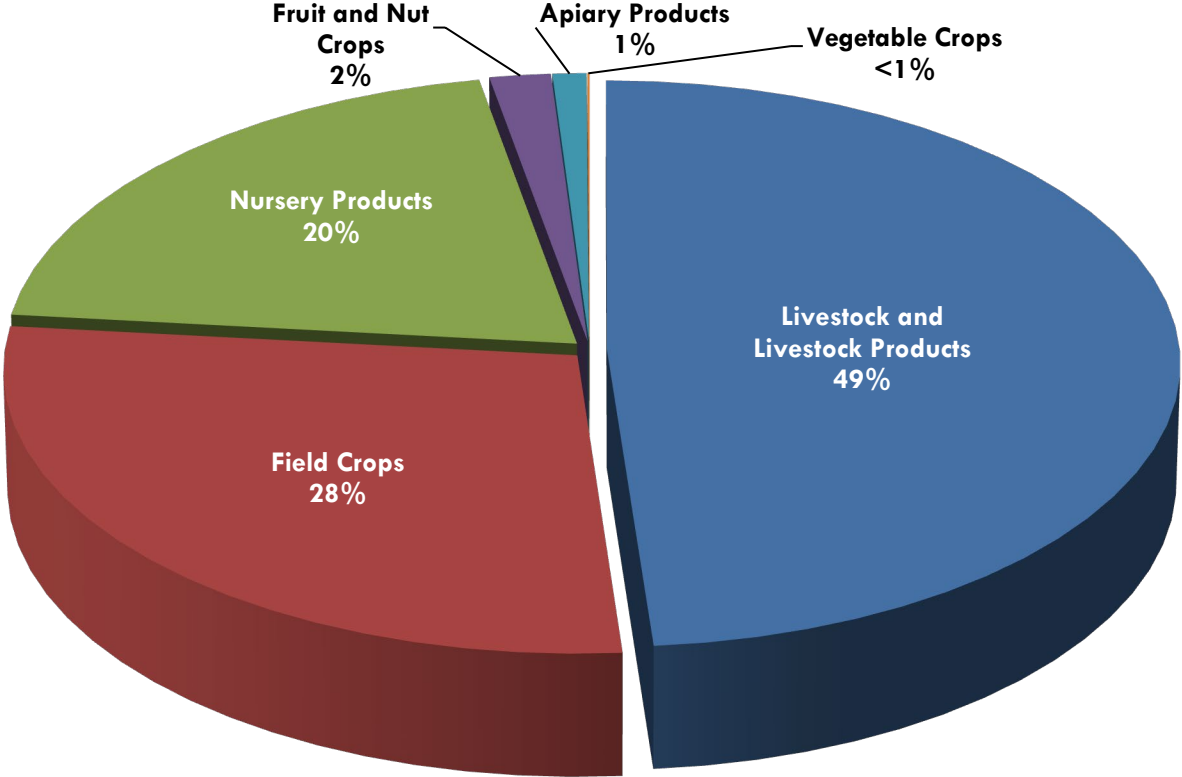
* Includes Includes artichokes, beans, brassicas, carrots, cucumbers, eggplant, garlic, herbs, leafy greens, melons, onions, peppers, pumpkins, radishes, squash, sweet corn, tomatillos, tomatoes, and tubers.

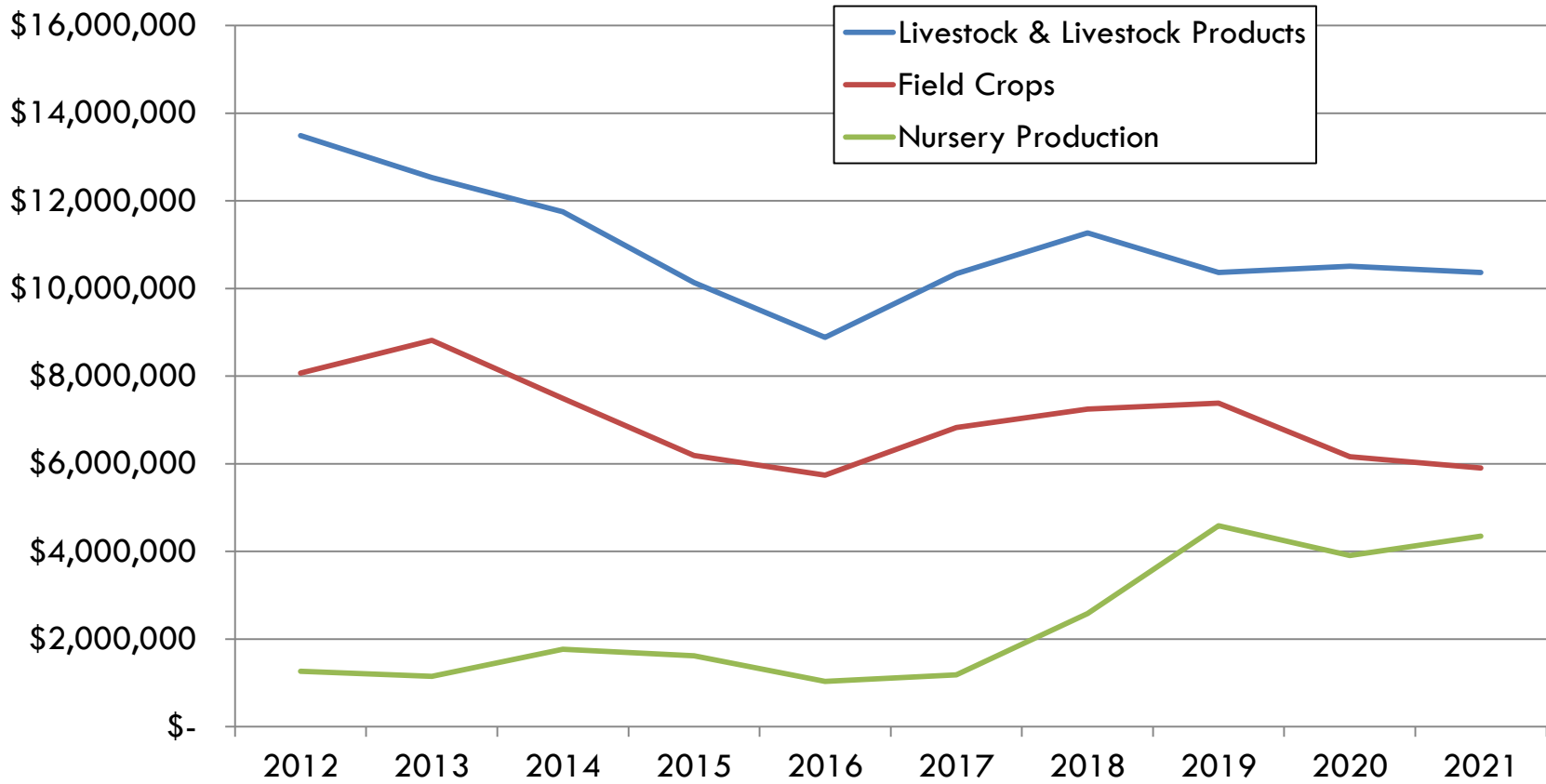


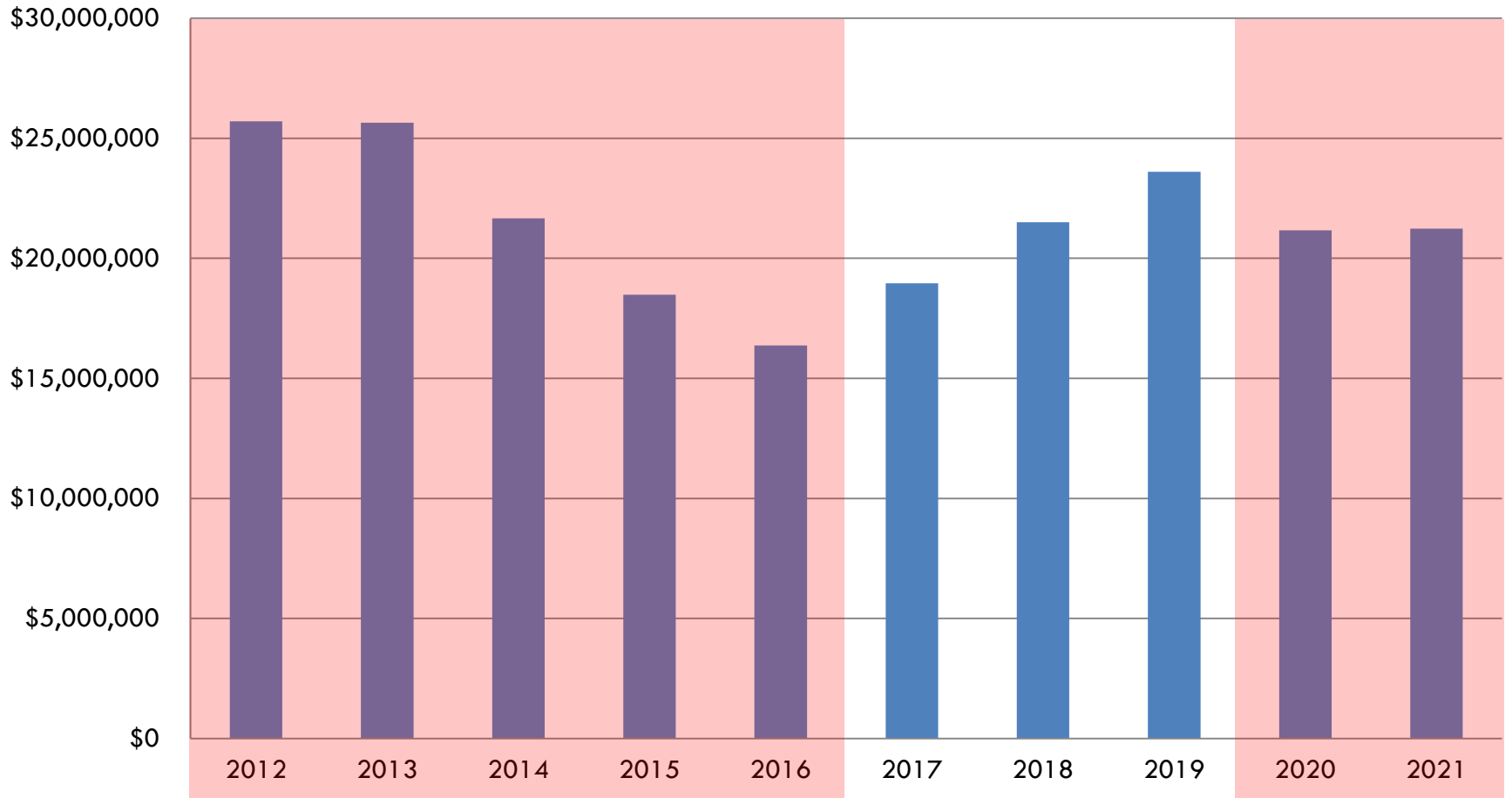
INYO COUNTY TOTALS

	Year	Total	
Livestock & Livestock Products	2021	\$10,367,000	
	2020	\$10,508,000	▼ 1%
Field Crops	2021	\$5,902,000	
	2020	\$6,162,000	▼ 4%
Nursery Products	2021	\$4,346,000	
	2020	\$3,908,000	▲ 11%
Fruit and Nut Crops	2021	\$386,000	
	2020	\$382,000	▲ 1%
Apiary Products	2021	\$214,000	
	2020	\$183,000	▲ 17%
Vegetable Crops	2021	\$15,000	
	2020	\$21,000	▼ 29%
Total Value	2021	\$21,230,000	
	2020	\$21,164,000	= 0%

Inyo County Agricultural Production by Category







Any Questions?



County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: August 9, 2022

FROM: Aaron Steinwand

SUBJECT: Owens Valley Groundwater Authority Meeting – August 11, 2022

RECOMMENDED ACTION:

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for August 11, 2022.

SUMMARY/JUSTIFICATION:

At its next meeting, the OVGA will consider and conduct the first reading of OVGA Ordinance 2022-01: "An Ordinance of the Owens Valley Groundwater Authority Establishing the Regulations and Procedures for the Registration of Owners and Users of Groundwater Extraction Facilities within the Owens Valley Groundwater Basin."

At its April 2022 meeting, the OVGA Board adopted a final budget including the following Management Actions from the Groundwater Sustainability Plan (GSP):

- Well registration and reporting ordinance – fill data gap
- Well permit review request – database maintenance
- Increase groundwater level monitoring network (Inyo County – Round Valley and SW Owens Lake area)
- Administration – two meetings per year and associated operating expenses
- Acquire water quality and subsidence data from ongoing monitoring programs or studies - database maintenance
- Provide assistance acquiring state or federal funding-coordinate with IRWMP to seek and acquire grants for OVGA
- Participate in the Owens Lake Groundwater Working Group

The purposes of the proposed ordinance to fill data gaps in pumping (reporting is voluntary for de minimis or domestic users) and maintain an up- to-date list of wells in the public database have been discussed at previous meetings of this Board.

Ordinance 2022-01 of the Owens Valley Groundwater Authority will require registration of well locations and pumping amounts in the Basin within Inyo County using an online form. Several water providers or commercial pumpers did not respond to requests to provide data voluntarily to the OVGA to include in the GSP. The ordinance contains procedures, timing, and methods to register a well and submit needed information which will be reviewed for quality control and entered in the OVGA database.

The OVGA will also consider making a formal request to the County to coordinate with the OVGA on all new well permit applications within the County. This coordination will help provide the OVGA with information necessary to maintain an up-to-date database of monitoring and pumping wells in the Basin within Inyo County. Final approval authority of the well construction permits remains with the County.

Informational items include a fiscal report, the status of the Proposition 1 grant, status of the database hosting, and the status of the modification of the OVGA GSA boundary.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD, Lone Pine Paiute-Shoshone Tribe

FINANCING:

N/A

ATTACHMENTS:

1. OVGA Agenda 08.11.22 DRAFT
2. OVGA Ordinance 2022-01 DRAFT

APPROVALS:

Aaron Steinwand	Created/Initiated - 7/14/2022
Darcy Ellis	Approved - 7/15/2022
Laura Piper	Approved - 7/19/2022
John Vallejo	Approved - 7/26/2022
Aaron Steinwand	Final Approval - 8/2/2022

Owens Valley Groundwater Authority

August 11, 2022
2:00 PM

Board of Directors Regular Meeting Agenda

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors takes action on it. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Directors or the Owens Valley Groundwater Authority.

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID 19 virus, Governor Newsom has signed AB 361 that temporarily modifies certain requirements of the Brown Act. The Owens Valley Groundwater Authority will conduct this meeting both in person at the Bishop City Council Chambers and via a Zoom webinar. Individual Directors may participate remotely and this in-person meeting will be conducted in accordance with local and State Department of Public Health orders and guidance and requirement of the California Division of Occupational Safety and Health (CalOHSa).

The Zoom webinar is accessible to the public at:

<https://us02web.zoom.us/j/85345723185?pwd=Y3Fsb2lwd3I3dUIjQUN4SmdLeEZDdz09>

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to lpiper@inyocounty.us, and identify in the subject line of the email which agenda item the comment addresses.

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

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Board Member Reports.
5. OVGA staff reports
 - a. Financial Report
 - b. Update on the Proposition 1 grant final report
 - c. Update on the GSA boundary modification
 - d. Update on database hosting contract
6. First Reading and Adoption of Ordinance 2022-01: An Ordinance of the Owens Valley Groundwater Authority Establishing the Regulations and Procedures for the Registration of Owners and Users of Groundwater Extraction Facilities within the Owens Valley Groundwater Basin.

7. Request to authorize Executive Manager to send letter to Inyo County requesting exchange of new well permit applications with the OVGA.
 8. Discussion regarding future meeting dates and agenda items.
 9. Adjourn.
-
-

Join the April 14, 2022 OVGA webinar:

Or one tap mobile:

US: +16699006833, 89188551131 or +13462487799, 89188551131

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833
+1 346 248 7799
+1 253 215 8782
+1 312 626 6799
+1 929 205 6099
+1 301 715 8592

Webinar ID: 853 4572 3185

Passcode: 481122

International numbers available: <https://us02web.zoom.us/j/koZewMCiO>

**BEFORE THE BOARD OF DIRECTORS OF THE
OWENS VALLEY GROUNDWATER AUTHORITY**

In the matter of: Ordinance No. 2022-01

**Establishing the Regulations and Procedures for the Registration of Owners and Users of
Groundwater Extraction Facilities within the Owens Valley Groundwater Basin.**

I, _____, Clerk of the Board of Directors for the Owens Valley
Groundwater Authority, do certify that the following ordinance, on motion of Director
_____, seconded by Director _____, was duly passed and adopted by the Board of
Directors at an official meeting this 11 day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

Chairman of the Board
Owens Valley Groundwater Authority

ATTEST:

Clerk of the Board of Directors
Owens Valley Groundwater Authority

AN ORDINANCE OF THE OWENS VALLEY GROUNDWATER AUTHORITY ESTABLISHING THE REGULATIONS AND PROCEDURES FOR THE REGISTRATION OF OWNERS AND USERS OF GROUNDWATER EXTRACTION FACILITIES WITHIN THE OWENS VALLEY GROUNDATER BASIN

RECITALS:

Whereas, the Owens Valley Groundwater Authority (“Authority”) was formed for the express purpose of cooperatively carrying out the requirements of the Sustainable Groundwater Management Act (“SGMA”), including, but not limited to, the funding, development, adoption and implementation of a Groundwater Sustainability Plan (“GSP”) that achieves groundwater sustainability in the Owens Valley Groundwater Basin.

Whereas, the Authority is the exclusive Groundwater Sustainability Agency for the portion of the Owens Valley Groundwater Basin located within Inyo County, which is designated as Basin number 6-012 in Department of Water Resources’ Bulletin No. 118.

Whereas, the Authority adopted the “Groundwater Sustainability Plan for the Owens Valley Groundwater Basin” on December 9, 2021.

Whereas, a fundamental component of the Groundwater Sustainability Plan for the Owens Valley Groundwater Basin is an accurate understanding of amounts and location of groundwater extraction within the Basin.

Whereas, the Authority has reviewed and considered the environmental impacts of this action and concluded that this action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15273 and Public Resources Code section 21080(b)(8) because it is for the establishment of operational rates and charges. Additionally, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment. Moreover, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF OWENS VALLEY GROUNDWATER AUTHORITY ORDAINS AS FOLLOWS:

Section 1. This Ordinance shall become effective 30 days from the date of adoption and the entire Ordinance shall be published in accordance with Californian Government Code section 25124.

Section 2. Definitions. As used in this Ordinance, the following terms shall have the meanings stated below:

"Authority" means the Owens Valley Groundwater Authority.

"Basin" means the Owens Valley Groundwater Basin which is designated as basin number 6-6-012.01 and 6-12.02 (Fish Slough subbasin) in Department of Water Resources' Bulletin No. 118.

“De minimis extractor” means a person who extracts, for domestic purposes, two acre-feet or less per year (CWC §10721(e)).

"Groundwater Extraction Facility ("Facility")" means any device or method used for the extraction of groundwater from the Basin.

"Groundwater Extractor" means both the owner and the user of a Groundwater Extraction Facility located within the Basin.

"Executive Manager" means the individual given said title and position with the Authority by the Board of Directors.

Section 3. Groundwater Extraction Owner and User Registration. No later than April 1, 2023, all owners and users of Groundwater Extraction Facilities must register their Groundwater Extraction Facilities if located within the Basin and boundary of the Authority on a form provided by the Authority. These forms will be used in the implementation of the Groundwater Sustainability Plan for the Basin and as such the careful and complete attention to the form is required. Completion of the form is **voluntary** for extractors that meet the definition of a de minimis extractor. Extractors other than de minimis extractors must comply with this Ordinance.

Section 4. Groundwater Extraction Owner and User Registration Form. The registration required by Section 3 of this Ordinance shall be made on forms approved by the Executive Manager. Likewise, registration shall be made to the satisfaction of the Executive Manager and, at a minimum, the registration shall include the following information: 1) the name and contact address of the owner and/or user of the Groundwater Extraction Facility; 2) the location of the Groundwater Extraction Facility and the property it serves; 3) a statement describing whether the extracted groundwater is used for residential, commercial, industrial or agricultural purposes, or a combination thereof; 4) an accurate declaration of the annual groundwater production figures and the agricultural acreage in production (if applicable) for the years with extant data and provided annually before April 1 of each year after 2022; 5) a description of the equipment associated with the Groundwater Extraction Facility; 6) a description of the method used by the owner and/or user to measure groundwater extractions from the Groundwater Extraction Facility; and, 7) any other information that the Authority's Executive Manager deems to be prudent and necessary to achieve the legal purposes of the Authority.

Section 5. Registration Form Review. The Executive shall review all registrations and return, with corrective comment, any registration that does not meet the requirements described in Section 4. Approved registrations shall receive an approval notice from the Authority.

Section 6. New Groundwater Extraction Facility. A Groundwater Extraction Facility constructed after the effective date of this Ordinance shall comply with the requirements set forth in this Ordinance.

Section 7. Violations. Any violation of any provision prescribed in this Ordinance may subject the violator to possible civil action and penalties by the Authority. The Authority's civil penalties and civil action rights are additional rights to those rights which may otherwise be prescribed to the Authority, or its members, by law. Additionally, as these forms will be used in the implementation of the GSP, any violations of this Ordinance could have detrimental impacts on the owner and/or user in the GSP.

Section 8. Exemptions. As provided by law, federal, state, and tribal entities are exempt from the mandatory provisions of this Ordinance, but it is requested that they abide by the registration requirements. Likewise, if you receive groundwater from a public purveyor and you don't own a Groundwater Extraction Facility, you are not required to register. Lands and pumping managed

in accordance with the Long Term Water Agreement (City of Los Angeles v. Board of Supervisors of the County of Inyo et al. (Inyo County Case No. 12908)) are exempt to the extent provided by Water Code Section 10720.8. Groundwater facilities within the Basin but outside the boundary of the Authority are exempt.

Section 9. Severability. If any provision of this Ordinance, or its application to any person, entity, or circumstance, is held invalid or to any extent illegal or incapable of being enforced, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 10. California Environmental Quality Act. The Board of Directors finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to California Environmental Quality Act Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment. The Board of Directors also finds this Ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment.



County of Inyo

Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 9, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of August 2, 2022.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022